



City of Flint, Michigan

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

Meeting Agenda – AMENDED

Monday, July 27, 2026

5:30 PM

Dome Auditorium

AGENDA AMENDED to Add Reso No. 260258

CITY COUNCIL

Candice Mushatt, President, Ward 7
Jonathan Jarrett, Vice President, Ward 9

Leon El-Alamin, Ward 1
LaShawn Johnson, Ward 3
Jerri Winfrey-Carter, Ward 5

Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6

Dennis Pfeiffer, Ward 8

Davina Donahue, City Clerk

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRAYER OR BLESSING

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.

PRESENTATION OF MINUTES

260248 DRAFT/PROPOSED Summary Minutes/Flint City Council/Special Affairs Committee Meeting/June 8, 2026

DRAFT/PROPOSED Summary Minutes of the Special Affairs Committee Meeting/Meeting held Monday, June 8, 2026, at 4:36 p.m., in the Council Chambers, 3rd Floor, City Hall.

260249 DRAFT/PROPOSED Summary Minutes/Flint City Council/Council Meeting/ June 8, 2026

DRAFT/PROPOSED Summary Minutes of the Flint City Council Meeting/Meeting held Monday, June 8, 2026, at 6:50 p.m., in the Council Chambers, 3rd Floor, City Hall.

260250 DRAFT/PROPOSED Summary Minutes/Flint City Council/Finance Committee Meeting/June 17, 2026

DRAFT/PROPOSED Summary Minutes of the Finance Committee Meeting/Meeting held Wednesday, June 17, 2026, at 5:15 p.m., in the Council Chambers, 3rd Floor, City Hall.

260251 DRAFT/PROPOSED Summary Minutes/Flint City Council/Legislative Committee Meeting/ June 17, 2026

DRAFT/PROPOSED Summary Minutes of the Legislative Committee Meeting/Meeting held Wednesday, June 17, 2026, at 7:03 p.m., in the Council Chambers, 3rd Floor, City Hall.

260252 DRAFT/PROPOSED Summary Minutes/Flint City Council/Governmental Operations Committee Meeting/ June 17, 2026

DRAFT/PROPOSED Summary Minutes of the Governmental Operations Committee Meeting/Meeting held Wednesday, June 17, 2026, at 7:48 p.m., in the Council Chambers, 3rd Floor, City Hall.

260253 DRAFT/PROPOSED Summary Minutes/Flint City Council/Special Affairs Committee Meeting/June 22, 2026

DRAFT/PROPOSED Summary Minutes of the Special Affairs Committee Meeting/Meeting held Monday, June 22, 2026, at 4:51 p.m., in the Council Chambers, 3rd Floor, City Hall.

260254 DRAFT/PROPOSED Summary Minutes/Flint City Council/Council Meeting/ June 22, 2026

DRAFT/PROPOSED Summary Minutes of the Flint City Council Meeting/Meeting held Monday, June 22, 2026, at 9:05 p.m., in the Council Chambers, 3rd Floor, City Hall.

RESOLUTIONS

260222 Accept/FY26 One-Time Enhancement Grant/Michigan Department of Labor and Economic Opportunity (LEO)/Improvements to Haskell Community Center

Resolution resolving that the appropriate City Officials are authorized to do all things necessary including executing any necessary agreements, to accept the Michigan Department of Labor and Economic Opportunity FY26 One-Time Enhancement Grant Program award, Grant No. E20260096, in the amount of \$500,000, for capital improvements at Haskell Community Center, AND, further resolving that the FY26 budget shall, upon adoption of this resolution, be amended to appropriate grant revenues and expenditures, AND, further resolving that the FY27 ad all subsequent fiscal years for as long as grant funds remain shall be amended as necessary to appropriate remaining grant expenditures and revenues.

260242 Grant Acceptance/Michigan Department of Health and Human Services (MDHHS)/Lead Education/Amend 2025-2026 Budget/Accommodate Funds

Resolution resolving that the appropriate City officials are authorized to do all things necessary to, accept the MDHHS LEAPA-2026 Grant in an amount not to exceed \$75,000, accordingly amend the 2025-2026 budget, appropriate grant funding for revenue and expenditures in future fiscal years toward lead education and mitigation via information via outreach, so long as funds are available from MDHHS, and abide by the terms and conditions of the LEAPA-2026 Grant, for the duration of the grant period from October 1, 2025- September 30, 2026. [NOTE: Whereas, On October 1, 2025, the City of Flint was awarded a grant in the amount of \$75,000.00 from the Michigan Department of Health and Human Services (MDHHS), Grant number LEAPA-2026. The grant covers a 12-month period and is allocated for the Lead Based Paint Hazard Control Program (LBPHC) (Performance period October 1, 2025-September 30, 2026: and]

- 260244** Motorola Solutions Inc./Five M2 Panel MACH Alert/Five Flint Fire Stations
- Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary to approve spending from the funding source account 101-336.000-977.00 in the amount of \$137,118.33. AND, further resolving that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Motorola Solutions, Inc. in an amount Not-to-Exceed \$137,118.33 for the purchases of five MACH Alert M2 Radio Interface Controllers (M2-RIC) Panels at five Flint Fire Stations. [NOTE: Whereas, the present alert system is over 25 years old and hardware components are out of date and in disrepair. Radio/alert connections between 800MHz and PA system have shortages resulting in all emergency dispatch calls to alert firefighters and command staff over mobile and portable radios.]
- 260245** Public Hearing/Rezoning 8 Parcels of Land/Food bank of Eastern Michigan
- Resolution resolving that a public hearing to consider the rezone of the parcels located at 2312, 2211, 2017, and 2300 Lapeer Rd. 41-17-326-016, 41-17-327-017, 41-17-327-019, and 41-17-327-022 Lapeer Rd shall be held on the ____ day of ____, 2026 at ____, in the City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw St., Flint Michigan. AND, further resolving that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than two (2) weeks prior before the said hearing.
- 260246** Public Hearing/Rezoning Powers Catholic High School Campus
- Resolution resolving that a public hearing to consider the rezone of the property located at 1505 W. Court Street shall be held on the ____ day of ____. 2026 at ____, in the City's Council Chambers, 3rd Floor, City Hall, 1101b S. Saginaw St., Flint, Michigan. AND, further resolving that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than (15) days prior before the said hearing.
- 260247.1** Approve/City of Flint and Genesee County/67-5 District Court Office Space
- Resolution resolving that the Flint City Council authorizes City officials to do all things necessary to enter into a lease agreement with Genesee County

to maintain office space in the 67-5th Division of the District Court for the City of Flint Law Department's continued use to prosecute violations of city ordinances as provided in the lease agreement. [NOTE: Whereas changed to included Account Number 101.266.000.940.000.]

RESOLUTIONS (May Be Referred from Special Affairs)

260243 Approve/L&C EMS Consulting LLC/Ambulance Consultant/Flint Fire Department

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, to approve from funding source account 101-336.000-801.000 in the amount of \$109,000.00 for Ambulance Consultant each year for a term of two (2) years (FY27-28) and one (1) year option to renew for (FY28-29) budget adoption. AND, further resolving that the Division of Purchase and Supplies is hereby authorized to issue a Purchase Order to L&C EMS Consulting LLC for Ambulance Consult, RFP 26000533, in an amount Not-to-Exceed \$109,000.00 beginning FY27 (07/01/26-06/30/27).

260255 City Charter Amendment/Millage Renewal/Public Transportation Services/Ballot Question/General Election Tuesday, November 3, 2026

Resolution resolving that the City Council of the City of Flint hereby adopts the proposed amendment set forth above. AND; further resolving that the City Council of the City of Flint proposes that the Flint City Charter Amendment be submitted to the electors of the City of Flint by being placed on the ballot of the November 3, 2026, General Election, as follows: Proposal-Flint City Charter Amendment-Public Transportation Services Millage Renewal-Millage Renewal. Shall Section 7-201 (A) of the Charter of the City of Flint be amended to renew the existing millage of 0.60 mills (\$0.60 per \$1,000.00) on the taxable valuation as finally equalized of all real and personal property in the City of Flint, from July 1, 2027, through June 30,2033, for the sole purpose of funding public transportation services in the City of Flint by the Flint Mass Transportation Authority (MTA)? It is estimated that 0.60 mills would raise approximately \$653,025.00 I the first year of renewal. YES____-NO____. AND; further resolving that the appropriate City Officials are authorized and directed to take all steps

required by law to submit said ballot question to the electors of the City of Flint at the November 3, 2026 General Election.

260256 City Charter Amendment/Millage Renewal/Police and Fire Protection/Ballot Question/General Election Tuesday, November 3, 2026

Resolution resolving that the City Council of the City of Flint hereby adopts the proposed amendment set forth above. AND; further resolving that the City Council of the City of Flint proposes that the Flint City Charter Amendment be submitted to the electors of the City of Flint by being placed on the ballot of the November 3, 2026, General Election, as follows: Proposal-Flint City Charter Amendment-Police and Fire Protection-Millage Renewal. Shall Section 7-201 (A) of the Charter of the City of Flint be amended to renew the existing millage of six (6) mills (\$6.00 per \$1,000.00) on the taxable valuation as finally equalized of all real and personal property in the City of Flint, from July 1, 2027, through December 31, 2031, for the sole purpose of funding police and fire protection? It is estimated that six (6) mills would raise approximately \$6,531,134.00 in the first year of renewal. YES____-NO____. AND; further resolving that the appropriate City Officials are authorized and directed to take all steps required by law to submit said ballot question to the electors of the City of Flint at the November 3, 2026 General Election.

260257 City Charter Amendment/Millage Renewal/City Wide Parks, Forestry and Recreation Program/Ballot Question/General Election Tuesday, November 3, 2026

Resolution resolving that the City Council of the City of Flint hereby adopts the proposed amendment set forth above. AND; further resolving that the City Council of the City of Flint proposes that the Flint City Charter Amendment be submitted to the electors of the City of Flint by being placed on the ballot of the November 3, 2026, General Election, as follows: Proposal-Flint City Charter Amendment-City Wide Parks, Forestry, and Recreation Program-Millage Renewal. Shall Section 7-201 (A) of the Charter of the City of Flint be amended to renew the existing millage of 0.50 mills (\$0.50 per \$1,000.00) on the taxable valuation as finally equalized of all real and personal property in the City of Flint, from July 1, 2027, through December 31, 2036, for the purpose of funding a city wide parks, forestry, and recreation program? It is estimated that 0.50 mill would raise

approximately \$544,151.00 in the first year of renewal. YES____-NO____.
AND; further resolving that the appropriate City Officials are authorized and directed to take all steps required by law to submit said ballot question to the electors of the City of Flint at the November 3, 2026 General Election.

260258

Sale of City-Owned Property/1814 W. Hobson Avenue

Resolution resolving that the Flint City Council approves the sale of 1814 W. Hobson Ave., Flint, MI 48504, Parcel ID No 46-26-327-018, Legal Description: Bel-Aire Woods No. 2 Lot 299, to Liberty Bell for Four-Thousand-Six Hundred Forty-One Dollars and Five Cents (\$4,641.05) plus closing costs, recording fees and all outstanding fees associated with the property, AND, also resolving that the appropriate City Officials are authorized to do all things necessary to enter into a purchase agreement with Liberty Bell for the sale of 1814 W. Hobson Ave., Flint, MI 48504 following remittance of any additional costs and fees to the City of Flint, AND, further resolving that City staff shall within thirty (30) days record a certified copy of the approved resolution and quitclaim deed with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

FINAL COUNCIL COMMENTS

Final Council Comments shall be limited to two (2) minutes.

ADJOURNMENT



260248

City of Flint, Michigan

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

MEETING MINUTES – FINAL

Monday, June 8, 2026

4:36 PM

City Council Chambers

SPECIAL AFFAIRS COMMITTEE

Jonathan Jarrett, Vice President, Ward 9

Leon El-Alamin, Ward 1

Ladel Lewis, Ward 2

LaShawn Johnson, Ward 3

Judy Priestley, Ward 4

Jerri Winfrey-Carter, Ward 5

Tonya Burns, Ward 6

Candice Mushatt, Ward 7

Dennis Pfeiffer, Ward 8

Davina Donahue, City Clerk

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ROLL CALL

Present: Councilmember El-Alamin, Lewis, Johnson, Priestley, Burns, Winfrey-Carter, Mushatt, and Jarrett

Absent: Pfeiffer

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Read into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

Councilmember Burns asked to add an add-on resolution for Execution Legal Services/GLWA Member Partner/City of Flint/3M and Dupont Public Drinking Water Settlements. Councilmember Mushatt ordered without objection.

PUBLIC COMMENT

7 Public Speakers

COUNCIL RESPONSE

Councilmember Burns, Jarrett, Lewis and Priestley

CONSENT AGENDA

RESOLUTIONS

260192 Acceptance/Genesee County Senior Millage Funding/Eric Mays Senior and Community Services Center/FY2026 Budget Amendment

Resolution resolving that the Flint City Council authorizes the acceptance of \$54,744.00 in Senior Millage funding from the Genesee County Department of Senior Services for the operation and programming of the Eric Mays Senior and Community Center, AND, further resolving that the FY2026 City of Flint Budget be amended to recognize and appropriate these funds for senior center programming, operations and related allowable expenditures in accordance with the terms of the Senior Millage agreement.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260201 Recognition/ June 2026 Pride Month/Mayor and City Council

Resolution resolving that the Mayor and City Council of the City of Flint do hereby proclaim June 2026 as Pride Month in the City of Flint and encourage all residents to recognize and celebrate the contributions of the LGBTQ+ individuals while promoting respect, inclusion, and equality throughout our community. AND, further resolving that the City of Flint reaffirms its commitment to fostering a safe, welcoming, and equitable environment for all residents.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

- 260202** Approve/ Youth Job Training/ City of Flint Third Clean & Safe Summer Program

Resolution resolving that the appropriate City official, upon the City Council approval, are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding account 101-728.023-801.000. to City of Flint Third Clean & Safe Summer Youth Job Training Program in the amount of \$200.000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

- 260203** Reallocation ARPA Funds/Water Rate Stabilization Fund

Resolution resolving that the appropriate City officials are authorized to transfer \$1,000,000 in funding from source Account No. 101-000.000-995.591 to the Water Rate Stabilization Fund Account No. 591-000.000-699.101 to cover the Great Lakes Water Authority's FY27 water rate increase. [NOTE: In order for the City of Flint to avoid passing GLWA's approved water rate increase to its residents, City Administration recommends reallocating \$1,000,000 in ARPA funds, originally intended for revenue replacement, to the Water Rate stabilization fund to defray the rate increase; and for revenue replacement, to the Water Rate stabilization fund to defray the rate increase.]

This matter was ADOPTED on the Consent Agenda

- 260205** Settlement/Weary v City of Flint et al

Resolution resolving that the Flint City Council approves settlement in Case Number 5:25-cv-11054 [Weary v City of Flint et al], in the amount of \$85,000.00, in full satisfaction of any and all claims arising from said matter. Payment shall be drawn from appropriated funds from Acct. No. 677- Page

4 of 4 266.200-956.300. [NOTE: A Closed Session was held on this matter on Wednesday, June 3, 2026.]

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260206 Settlement/McGlown v City of Flint

Resolution resolving that the Flint City Council approves settlement of the worker's compensation claim in McGlown v City of Flint, in the amount of \$150,000.00, in full satisfaction of any and all claims arising from said matter. Payment shall be drawn from appropriated funds from Acct. No. 677-266.200-956.300. [NOTE: A Closed Session was held on this matter on Wednesday, May 20, 2026.]

This matter was ADOPTED on the Consent Agenda

260207 Collective Bargaining Agreement (CBA)/City of Flint/Police Officers Labor Council – Flint Police Department Lieutenants and Captains

Resolution resolving that the Flint City Council ratifies the Tentative [Collective Bargaining] Agreement between the City of Flint and the Police Officers Labor Council – Flint Police Department Lieutenants and Captains.

This matter was ADOPTED on the Consent Agenda

260208 Execution Legal Services/GLWA Member Partner/City of Flint/3M and Dupont Public Drinking Water Settlements

Resolution resolving that the City of Flint is authorized to execute a Legal Services Agreement with Stag Liuzza, LLC and Kirk Huth Lange & Badalamenti, PLC.[NOTE: The Flint City Council has determined it to be in the City's best interest to enter into a Legal Service Agreement with Stag Liuzza, LLC and Kirk Huth Lange & Badalamenti, PLC, and the filing claims for 3M and DuPont Public Drinking Water Settlements in the Aqueous Film-Forming Foams Litigation MDL No. 2873 ('AFFF').]

This matter was ADOPTED on the Consent Agenda

ORDINANCES

260122 Code Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/
Article IV (Purchasing)

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18 (Taxation; Funds; Purchasing), Article IV (Purchasing), by amending Section 18-21.4 (Competitive Sealed Proposals-Approved Thresholds).

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

SPECIAL ORDERS/DISCUSSION ITEMS

260204 Discussion Item/Aqueous Film-Forming Foams (AFFF) Product Liability
Lawsuits

A Discussion Item as requested by Councilmember Burns in order to allow for a 20-minute discussion concerning the Aqueous Film-Forming Foams (AFFF) Product Liability Lawsuits.

Not Held

CONSENT AGENDA VOTE

*A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin to Approve the Consent Agenda with any separations. That motion PASSED by the following vote:

Aye: 7- Councilmember El-Alamin, Councilmember Lewis, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt and Councilmember Jarrett

No: 0-

Absent: Councilmember Pfeiffer and Councilmember Johnson

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260192 Acceptance/Genesee County Senior Millage Funding/Eric Mays Senior and
Community Services Center/FY2026 Budget Amendment

Resolution resolving that the Flint City Council authorizes the acceptance of \$54,744.00 in Senior Millage funding from the Genesee County Department of Senior Services for the operation and programming of the Eric Mays Senior and Community Center, AND, further resolving that the FY2026 City of Flint Budget be amended to recognize and appropriate these funds for senior center programming, operations and related allowable expenditures in accordance with the terms of the Senior Millage agreement.

***A motion was made by Councilmember El-Alamin, seconded by Councilmember Priestley, that this matter be sent to Council (6-8-26). No vote was taken.**

***A motion was made by Councilmember El-Alamin, seconded by Councilmember Priestley, that this matter be sent to Council (6-8-26). This motion PASSED by the following vote:**

Aye: 5- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley and Councilmember Mushatt

No: 3- Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Jarrett

Absent: Councilmember Pfeiffer

MOTION

***A motion was made by Councilmember Lewis, seconded by Councilmember Burns, to do all things necessary to pay James Hollins, Sr., for teaching sessions at the Eric Mays Senior and Community Service Center. This motion PASSED by the following vote:**

Aye: 7- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Mushatt

No: 0-

Abstentions: 1- Councilmember Jarrett

Absent: Councilmember Pfeiffer

260201 Recognition/ June 2026 Pride Month/Mayor and City Council

Resolution resolving that the Mayor and City Council of the City of Flint do hereby proclaim June 2026 as Pride Month in the City of Flint and encourage all residents to recognize and celebrate the contributions of the LGBTQ+ individuals while promoting respect, inclusion, and equality throughout our community. AND, further resolving that the City of Flint reaffirms its commitment to fostering a safe, welcoming, and equitable environment for all residents.

***A motion was made by Councilmember El-Alamin, seconded by Councilmember Priestley, that this matter be sent to Council (6-8-26). No vote was taken.**

***A motion was made by Councilmember El-Alamin, seconded by Councilmember Priestley, that the year 2026 be taken out of the resolution to declare Pride Month for every year. That motion PASSED by the following vote:**

Aye: 7- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt and Councilmember Jarrett

No: 1- Councilmember Priestley

Absent: Councilmember Pfeiffer

260201.1 Recognition/ June Pride Month/Mayor and City Council

Resolution resolving that the Mayor and City Council of the City of Flint do hereby proclaim June as Pride Month in the City of Flint and encourage all residents to recognize and celebrate the contributions of the LGBTQ+ individuals while promoting respect, inclusion, and equality throughout our community. AND, further resolving that the City of Flint reaffirms its commitment to fostering a safe, welcoming, and equitable environment for all residents.

***A motion was made by Councilmember El-Alamin, seconded by Councilmember Priestley, that this matter be sent to Council (6-8-26). That motion PASSED by the following vote:**

Aye: 7- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt and Councilmember Jarrett

No: 1- Councilmember Priestley,

Absent: Councilmember Pfeiffer

260202 Approve/ Youth Job Training/ City of Flint Third Clean & Safe Summer Program

Resolution resolving that the appropriate City official, upon the City Council approval, are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding account 101-728.023-801.000. to City of Flint Third Clean & Safe Summer Youth Job Training Program in the amount of \$200.000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

***A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be sent to Council (6-8-26). No vote was taken.**

***A motion was made by Councilmember Burns, seconded by Councilmember Winfrey-Carter, that this matter be sent to Finance (6-17-26). That motion FAILED by the following vote:**

Aye: 3- Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Jarrett

No: 5- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley and Councilmember Mushatt

Absent: Councilmember Pfeiffer

***A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be sent to Council (6-8-26). That motion PASSED by the following vote:**

Aye: 5- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley and, Councilmember Mushatt

No: 3- Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Jarrett

Absent: Councilmember Pfeiffer

260205 Settlement/Weary v City of Flint et al

Resolution resolving that the Flint City Council approves settlement in Case Number 5:25-cv-11054 [Weary v City of Flint et al], in the amount of \$85,000.00, in full satisfaction of any and all claims arising from said matter. Payment shall be drawn from appropriated funds from Acct. No. 677- Page 4 of 4 266.200-956.300. [NOTE: A Closed Session was held on this matter on Wednesday, June 3, 2026.]

***A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be sent to Council (6-8-26). That motion PASSED by the following vote:**

Aye: 7- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt and Councilmember Jarrett

No: 1- Councilmember Priestley,

Absent: Councilmember Pfeiffer

ORDINANCES

260122 Code Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/
Article IV (Purchasing)

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18 (Taxation; Funds; Purchasing), Article IV (Purchasing), by amending Section 18-21.4 (Competitive Sealed Proposals-Approved Thresholds).

***A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be sent to Council (6-8-26). That motion FAILED by the following vote:**

Aye: 4- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson and Councilmember Priestley

No: 4- Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt and Councilmember Jarrett

ADJOURNMENT

Councilmember Priestley, seconded by Councilmember El-Alamin, made a motion to Adjourn. This Special Affairs Committee Meeting Adjourned at 6:41 p.m.

This motion PASSED by a VOTE of 8:0

Absent Councilmember Pfeiffer

*Respectfully transcribed and submitted,
Christel Snider
City Council Secretary*



City of Flint, Michigan

Third Floor, City Hall
1101 S. Saginaw Street Flint,
Michigan 48502
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MEETING MINUTES – FINAL

Monday, June 8, 2026

6:50 PM

City Council Chambers

CITY COUNCIL

Candice Mushatt, President, Ward 7
Jonathan Jarrett, Vice President, Ward 9

Leon El-Alamin, Ward 1
LaShawn Johnson, Ward 3
Jerri Winfrey-Carter, Ward 5

Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6

Dennis Pfeiffer, Ward 8

Davina Donahue, City Clerk

CALL TO ORDER

Council President Mushatt called this Regular City Council meeting to order at 6:50 p.m.

ROLL CALL

Present: Councilmember El-Alamin, Lewis, Johnson, Priestley, Burns, Winfrey-Carter, Mushatt, and Jarrett

Absent: Pfeiffer

PLEDGE OF ALLEGIANCE

Led by Councilmember Priestley

PRAYER OR BLESSING

Led by Councilmember Jarrett

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Read into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

None

PUBLIC COMMENT

25 Public Speakers

COUNCIL RESPONSE

Councilmembers to respond (Burns, Winfrey-Carter, Johnson, El-Alamin, Lewis and Mushatt)

RECONSIDERATION(S)

260180 Adoption/2026-2027 Master Fee Schedule

Resolution resolving that the Biennial Master Fee Schedule, which included Water and Wastewater Volumetric Rates and Service Charges, be approved and implemented as outlined, and kept on file with the City Clerk, AND, further resolving that the Biennial Master Fee Schedule can and will be modified, should the need arise, at any time during the biennial timeframe for fiscal year FY2027, AND, further resolving that the appropriate City Officials are hereby authorized to do all things necessary to implement and collect the attached user fees, effective July 1, 2026

***A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin that this matter be Reconsidered. That motion FAILED by the following vote:**

Aye: 4- Councilmember El-Alamin, Councilmember Lewis, Councilmember Priestley and Councilmember Mushatt

No: 3- Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Jarrett

Absent: Councilmember Johnson and Councilmember Pfeiffer

260183 2026 Operating Millage/City of Flint Downtown Development Authority District

Resolution resolving that the City Council of the City of Flint adopts the levy of 1.886 mills for ensuring (FY2026-2027) Downtown Development Authority operating budget.

***A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin that this matter be Reconsidered. That motion FAILED by the following vote:**

Aye: 4- Councilmember El-Alamin, Councilmember Lewis, Councilmember Priestley and Councilmember Mushatt

No: 3- Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Jarrett

Absent: Councilmember Johnson and Councilmember Pfeiffer

CONSENT AGENDA

PRESENTATION OF MINUTES

260194 DRAFT/PROPOSED Summary Minutes/Flint City Council/Special Affairs Committee Meeting/May 11, 2026

DRAFT/PROPOSED Summary Minutes of the Special Affairs Committee Meeting/Meeting held Monday, May 11, 2026, at 4:38 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

260195 DRAFT/PROPOSED Summary Minutes/Flint City Council/Council Meeting/ May 11, 2026

DRAFT/PROPOSED Summary Minutes of the Flint City Council Meeting/Meeting held Monday, May 11, 2026, at 5:50 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

- 260196** DRAFT/PROPOSED Summary Minutes/Flint City Council/Finance Committee Meeting/May 20, 2026

DRAFT/PROPOSED Summary Minutes of the Finance Committee Meeting/Meeting held Wednesday, May 20, 2026, at 5:14 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

- 260197** DRAFT/PROPOSED Summary Minutes/Flint City Council/Legislative Committee Meeting/ May 20, 2026

DRAFT/PROPOSED Summary Minutes of the Legislative Committee Meeting/Meeting held Wednesday, May 20, 2026, at 7:46 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

- 260198** DRAFT/PROPOSED Summary Minutes/Flint City Council/Governmental Operations Committee Meeting/ May 20, 2026

DRAFT/PROPOSED Summary Minutes of the Governmental Operations Committee Meeting/Meeting held Wednesday, May 20, 2026, at 8:10 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

- 260199** DRAFT/PROPOSED Summary Minutes/Flint City Council/Special Affairs Committee Meeting/May 26, 2026

DRAFT/PROPOSED Summary Minutes of the Special Affairs Committee Meeting/Meeting held Monday, May 26, 2026, at 4:40 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

260200 DRAFT/PROPOSED Summary Minutes/Flint City Council/Council Meeting/ May 26, 2026

DRAFT/PROPOSED Summary Minutes of the Flint City Council Meeting/Meeting held Monday, May 26, 2026, at 6:12 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

RESOLUTIONS

260186 Lafontaine of Dexter/New Vehicles/ FY26

Resolution resolving that the appropriate officials are authorized to do all things necessary to purchase 5 new police vehicles with Lafontaine of Dexter for the for FY26 (07/01/25-06/30/26) in total amount NOT-TO-EXCEED \$297,680.00.[NOTE: The proposed purchase includes 5 Chevrolet Tahoe's at a per-vehicle cost of \$59,536, for a total proposed amount of \$297,680.00 for this purchase.]

This Matter was ADOPTED on the Consent Agenda

260190 Adjournment of Flint City Council Meetings/July 8th and July 13th, 2026

Resolution resolving that the Flint City Council adjourns the meetings of the Flint City Council and its Committees scheduled for Wednesday, July 8, 2026, and Monday, July 13, 2026, with no special meetings called for the period between July 6, 2026, and July 17, 2026, AND, further resolving that a Special Meeting of the Flint City Council shall be held before the meeting of the Flint City Council committees on Wednesday, July 22, 2026.

This Matter was ADOPTED on the Consent Agenda

260191 Moratorium/Data Centers/City of Flint

Resolution resolving that (1) a temporary moratorium is hereby imposed on Data Centers within the City of Flint for a period of twelve (12) months, (2) that during the temporary moratorium period, there shall be no permit applications, review of site plans, location, construction blue prints, and-or

installation of any Data Center or similarly-functioning facility for use as a Data Centers, and/or renovation of a facility for said purpose, accepted, evaluated, processed, considered or approved by the Planning Commission, any city department or the Flint City Council, (3) that while the temporary moratorium period is in effect, the Planning and Development Department staff and the Legal Department shall review the zoning code and ordinances to recommend to the legislative body regulations related to Data Centers and to consider potential revisions and amendments to better protect the public health, safety, and welfare of Flint residents, (4) that this temporary moratorium shall expire twelve (12) months after adoption following an affirmative vote of the Flint City Council approving the resolution, or a subsequent extension of the temporary moratorium or the establishment of approved regulations by the Flint City Council governing Data Centers, and (5) that this Resolution shall be enforceable unless any provision, word or sentence is found unenforceable by a court of law, the remainder shall remain in full force and effect.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260208 GLWA Member Partner/Legal Services Agreement/City of Flint/3M and DuPont Public Drinking Water Settlements

Resolution resolving that the City of Flint is authorized to execute a Legal Services Agreement with Stag Liuzza, LLC and Kirk Huth Lange & Badalamenti, PLC.

This Matter was ADOPTED on the Consent Agenda

RESOLUTIONS (May Be Referred from Special Affairs)

260192 Acceptance/Genesee County Senior Millage Funding/Eric Mays Senior and Community Services Center/FY2026 Budget Amendment

Resolution resolving that the Flint City Council authorizes the acceptance of \$54,744.00 in Senior Millage funding from the Genesee County Department of Senior Services for the operation and programming of the Eric Mays Senior and Community Center, AND, further resolving that the

FY2026 City of Flint Budget be amended to recognize and appropriate these funds for senior center programming, operations and related allowable expenditures in accordance with the terms of the Senior Millage agreement.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260201 Recognition/ June 2026 Pride Month/Mayor and City Council

Resolution resolving that the Mayor and City Council of the City of Flint do hereby proclaim June 2026 as Pride Month in the City of Flint and encourage all residents to recognize and celebrate the contributions of the LGBTQ+ individuals while promoting respect, inclusion, and equality throughout our community. AND, further resolving that the City of Flint reaffirms its commitment to fostering a safe, welcoming, and equitable environment for all residents.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260202 Approve/ Youth Job Training/ City of Flint Third Clean & Safe Summer Program

Resolution resolving that the appropriate City official, upon the City Council approval, are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding account 101-728.023-801.000. to City of Flint Third Clean & Safe Summer Youth Job Training Program in the amount of \$200.000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260203 Reallocation ARPA Funds/Water Rate Stabilization Fund

Resolution resolving that the appropriate City officials are authorized to transfer \$1,000,000 in funding from source Account No. 101-000.000-995.591 to the Water Rate Stabilization Fund Account No. 591-000.000-699.101 to

cover the Great Lakes Water Authority's FY27 water rate increase. [NOTE: In order for the City of Flint to avoid passing GLWA's approved water rate increase to its residents, City Administration recommends reallocating \$1,000,000 in ARPA funds, originally intended for revenue replacement, to the Water Rate stabilization fund to defray the rate increase; and for revenue replacement, to the Water Rate stabilization fund to defray the rate increase.]

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260205 Settlement/Weary v City of Flint et al

Resolution resolving that the Flint City Council approves settlement in Case Number 5:25-cv-11054 [Weary v City of Flint et al], in the amount of \$85,000.00, in full satisfaction of any and all claims arising from said matter. Payment shall be drawn from appropriated funds from Acct. No. 677- Page 4 of 4 266.200-956.300. [NOTE: A Closed Session was held on this matter on Wednesday, June 3, 2026.]

This Matter was ADOPTED on the Consent Agenda

260206 Settlement/McGlown v City of Flint

Resolution resolving that the Flint City Council approves settlement of the worker's compensation claim in McGlown v City of Flint, in the amount of \$150,000.00, in full satisfaction of any and all claims arising from said matter. Payment shall be drawn from appropriated funds from Acct. No. 677-266.200-956.300. [NOTE: A Closed Session was held on this matter on Wednesday, May 20, 2026.]

This Matter was ADOPTED on the Consent Agenda

260207 Collective Bargaining Agreement (CBA)/City of Flint/Police Officers Labor Council – Flint Police Department Lieutenants and Captains

Resolution resolving that the Flint City Council ratifies the Tentative [Collective Bargaining] Agreement between the City of Flint and the Police Officers Labor Council – Flint Police Department Lieutenants and Captains.

This Matter was ADOPTED on the Consent Agenda

CONSENT AGENDA VOTE

Councilmember Priestley, seconded by Councilmember El-Alamin, made a motion to Approve the Consent Agenda with any separations (Reso No. 260191, Reso. No. 260192, Reso. No. 260201, Reso. No. 260202 and Reso. No. 260203 Separated from the Consent Agenda). This Motion PASSED by the following vote:

Aye: 8- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt, and Councilmember Jarrett

No: 0-

Absent: Councilmember Pfeiffer

SEPARATED FROM MASTER RESOLUTION (CONSENT AGENDA)

260191 Moratorium/Data Centers/City of Flint

Resolution resolving that (1) a temporary moratorium is hereby imposed on Data Centers within the City of Flint for a period of twelve (12) months, (2) that during the temporary moratorium period, there shall be no permit applications, review of site plans, location, construction blue prints, and-or installation of any Data Center or similarly-functioning facility for use as a Data Centers, and/or renovation of a facility for said purpose, accepted, evaluated, processed, considered or approved by the Planning Commission, any city department or the Flint City Council, (3) that while the temporary moratorium period is in effect, the Planning and Development Department staff and the Legal Department shall review the zoning code and ordinances to recommend to the legislative body regulations related to Data Centers and to consider potential revisions and amendments to better protect the public health, safety, and welfare of Flint residents, (4) that this temporary moratorium shall expire twelve (12) months after adoption following an affirmative vote of the Flint City Council approving the resolution, or a subsequent extension of the temporary moratorium or the establishment of approved regulations by the

Flint City Council governing Data Centers, and (5) that this Resolution shall be enforceable unless any provision, word or sentence is found unenforceable by a court of law, the remainder shall remain in full force and effect.

***A motion was made by Councilmember Winfrey-Carter, seconded by Councilmember Johnson, that this matter be ADOPTED. No vote was taken.**

***A motion was made by Councilmember Mushatt, seconded by Councilmember Burns, that this resolution will be revised to add language independent study, and we will also reveal the findings in an open meeting for Public comment. That motion PASSED by the following vote:**

Aye: 7- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt, and Councilmember Jarrett

No: 1- Councilmember Priestley

Absent: Councilmember Pfeiffer

260191.1 Amended/ Twelve (12) Month Moratorium/Data Centers/City of Flint

Resolution resolving that (1) a temporary moratorium is hereby imposed on Data Centers within the City of Flint for a period of twelve (12) months. (2) During the temporary moratorium period, there shall be no permit applications, review of site plans, location, construction blue prints, and-or installation of any Data Center or similarly-functioning facility for use as a Data Centers, and/or renovation of a facility for said purpose, accepted, evaluated, processed, considered or approved by the Planning Commission, any city department or the Flint City Council, (3) Also, while the temporary moratorium period is in effect, the Planning and Development Department staff and the Legal Department shall review the zoning code and ordinances to recommend to the legislative body regulations related to Data Centers and to consider potential revisions and amendments to better protect the public health, safety, and welfare of Flint residents. An independent study will be conducted through an RFP

process, and the study and findings will be open for public comment, with a discussion before the public during an open meeting. (4) This temporary moratorium shall expire twelve (12) months after adoption following an affirmative vote of the Flint City Council approving the resolution, or a subsequent extension of the temporary moratorium or the establishment of approved regulations by the Flint City Council governing Data Centers, and (5) This Resolution shall be enforceable unless any provision, word or sentence is found unenforceable by a court of law, the remainder shall remain in full force and effect.

260192 Acceptance/Genesee County Senior Millage Funding/Eric Mays Senior and Community Services Center/FY2026 Budget Amendment

Resolution resolving that the Flint City Council authorizes the acceptance of \$54,744.00 in Senior Millage funding from the Genesee County Department of Senior Services for the operation and programming of the Eric Mays Senior and Community Center, AND, further resolving that the FY2026 City of Flint Budget be amended to recognize and appropriate these funds for senior center programming, operations and related allowable expenditures in accordance with the terms of the Senior Millage agreement.

***A motion was made by Councilmember El-Alamin, seconded by Councilmember Priestley, that this matter be ADOPTED. That motion PASSED by the following vote:**

Aye: 5- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley and Councilmember Mushatt

No: 2- Councilmember Winfrey-Carter, and Councilmember Burns,

Absent: Councilmember Pfeiffer and Councilmember Jarrett

260201.1 Recognition/ June Pride Month/Mayor and City Council

Resolution resolving that the Mayor and City Council of the City of Flint do hereby proclaim June as Pride Month in the City of Flint and encourage all residents to recognize and celebrate the contributions of the LGBTQ+ individuals while promoting respect, inclusion, and equality throughout our community. AND, further resolving that the City of Flint reaffirms its

commitment to fostering a safe, welcoming, and equitable environment for all residents.

***A motion was made by Councilmember Burns, seconded by Councilmember El-Alamin, that this matter be ADOPTED. That motion PASSED by the following vote:**

Aye: 6- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Mushatt

No: 1- Councilmember Priestley

Absent: Councilmember Pfeiffer and Councilmember Jarrett

260202 Approve/ Youth Job Training/ City of Flint Third Clean & Safe Summer Program

Resolution resolving that the appropriate City official, upon the City Council approval, are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding account 101-728.023-801.000. to City of Flint Third Clean & Safe Summer Youth Job Training Program in the amount of \$200.000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

***A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be ADOPTED. That motion PASSED by the following vote:**

Aye: 5- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Winfrey-Carter and Councilmember Mushatt

No: 1- Councilmember Priestley

Abstentions: 1- Councilmember Burns

Absent: Councilmember Pfeiffer and Councilmember Jarrett

Resolution resolving that the appropriate City officials are authorized to transfer \$1,000,000 in funding from source Account No. 101-000.000-995.591 to the Water Rate Stabilization Fund Account No. 591-000.000-699.101 to cover the Great Lakes Water Authority's FY27 water rate increase. [NOTE: In order for the City of Flint to avoid passing GLWA's approved water rate increase to its residents, City Administration recommends reallocating \$1,000,000 in ARPA funds, originally intended for revenue replacement, to the Water Rate stabilization fund to defray the rate increase; and for revenue replacement, to the Water Rate stabilization fund to defray the rate increase.]

***A motion was made by Councilmember Priestley, seconded by Councilmember Johnson, that this matter be ADOPTED. That motion PASSED by the following vote:**

Aye: 7- Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Mushatt

No: 0-

Absent: Councilmember Pfeiffer and Councilmember Jarrett

FINAL COUNCIL COMMENTS

Final Council Comments shall be limited to two (2) minutes.

ADJOURNMENT

Councilmember Burns, seconded by Councilmember El-Alamin, made a motion to Adjourn. This Regular City Council Meeting Adjourned at 9:11 p.m.

This motion PASSED by a VOTE of 7:0

Absent: Councilmember El-Alamin and Councilmember Pfeiffer

Respectfully transcribed and submitted,

Christel Snider

City Council Secretary



260 250

City of Flint, Michigan

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

MEETING MINUTES – FINAL

Wednesday, June 17, 2026

5:15 PM

City Council Chambers

FINANCE COMMITTEE

Judy Priestley, Chairperson, Ward 4

Leon El-Alamin, Ward 1

LaShawn Johnson, Ward 3

Tonya Burns, Ward 6

Dennis Pfeiffer, Ward 8

Ladel Lewis, Ward 2

Jerri Winfrey-Carter, Ward 5

Candice Mushatt, Ward 7

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

ROLL CALL

Present: Councilmember Johnson, Priestley, Winfrey-Carter, Burns, Mushatt, Pfeiffer and Jarrett

Absent: Councilmember El-Alamin and Lewis

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Read into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

Chairperson Priestley ordered Special Order 260229 to be moved in front of Public Comment.

SPECIAL ORDERS/DISCUSSION ITEMS

260229 Special Order/Greater Flint Health Coalition/Grants Management

A Special Order as requested by Council President Mushatt in order to allow for a 15-minute presentation from the Greater Flint Health Coalition to discuss managing dollars on behalf of the City to give grants to organizations that serve the homeless population in our community.

Held

PUBLIC COMMENT

6 Public Speakers

COUNCIL RESPONSE

Councilmembers to respond (Mushatt and Priestley)

CONSENT AGENDA

RESOLUTIONS

260211 2026 Operating Millage/City of Flint Downtown Development Authority District

Resolution resolving that the City Council of the City of Flint adopts the levy of 1.8806 mills for the ensuing (FY2026-2027) Downtown Development Authority operating budget.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260212 Pomp's Tire Service/Purchase of Tires/FY26

Resolution resolving that the City Officials are authorized to do all the necessary things to purchase new tires need for all City vehicles with Pomp's Tire Service for the FY26 (07/01/25-06/30/26) additional funding of \$12,500, for a total amount NOT-TO-EXCEED \$87,500.00. [NOTE: The

purchase includes change order of additional \$12,500.00 for Tires for Fleet vehicles, making a total of \$87,500.00 for FY26. Pomp's Tire Service's provides repairs and maintenance on all tires for all vehicles owned or leased by the City of Flint.]

This Matter was ADOPTED on the Consent Agenda

- 260213** Contract/PrintComm/Printing and Mailing/Consumer Confidence Reports

Resolution resolving that the City Officials are to do all things necessary to enter into a contract with Print Comm for the five (5) year printing/mailing of consumer confidence reports for a total contract amount NOT-TO-EXCEED \$108,806.00 plus any adjustments for postal costs to mail said report. (Water Fund) \$13,549.00 from the FY26 adopted budget, \$22,039.00 pending adoption of the FY27 budget, \$23,141.00 pending adoption of the FY28 budget, \$24,428.00 pending adoption of the FY29 budget, and \$25,649.00 pending adoption of the FY30.

This Matter was ADOPTED on the Consent Agenda

- 260214** Change Order/Lake Star Construction Services, Inc./Lead-Based Paint Abatement

Resolution resolving that the City Officials are authorized to amend its contract with Lake Star Construction Services, Inc. for Lead Remediation Services and increase the contracted price for services in an amount NOT-TO-EXCEED \$21,000.00. [NOTE: The Division of Lead-Based Paint Hazard Control awarded a qualified vendor, Lake Star Construction Services, Inc., Detroit, MI, the proposal at a requested FY23 cost of \$197,480.00 for Lake Star to conduct lead abatement services and Healthy Homes repairs of all hazards on (11) units within the city. Additional funding of \$21,000 is required to complete the final two units under the original scope of work.]

This Matter was ADOPTED on the Consent Agenda

- 260215** Contract/Beatrice Construction LLC/Accessibility Modifications/Three Single Family Homes

Resolution resolving that the City Officials are authorized to award MI Neighborhood 1.0 funding and to enter into a contract with Beatrice Construction, LLC for the remainder of the grant period, up to August 31, 2026 in a total amount NOT-TO-EXCEED \$84,597.50 for services relating to their performing accessibility modifications to three single family homes within the City of Flint as part of the Occupied Housing Accessibility Rehab Program. [NOTE: In December of 2024, The City Council accepted the award of \$472,000.00 from the Michigan State House Development Authority (MSHDA) for the City's Occupied Housing Accessibility Rehab Program through MI Neighborhood 1.0 Grant NDD-2023-49-MIN. (Performance Period October 2024-August 31, 2026). Which was received and approved through resolution 240484-T adopted December 16, 2024. Beatrice Construction LLC will enter a performance-based contract over the duration of the grant program, providing accessibility rehabs for three of the 19 properties, and will ensure compliance with both City of Flint requirements and MSHDA MI Neighborhood 1.0 compliance.]

This Matter was ADOPTED on the Consent Agenda

260216 Samsara Inc./Annual 36-Month/Renewal Subscription Service/FY27

Resolution resolving that the Flint City Council authorizes the proper city officials to purchase the annual subscription for Samsara Inc, GPS tracking system used for the management of the city's fleet vehicles in an amount NOT-TO-EXCEED \$92,754.00 for FY27 (07/01/26 to 06/30/27). [NOTE: The Fleet Division is requesting approval to renew the Samsara, Inc. subscription GPS service to support tracking of city-owned vehicles.]

This Matter was ADOPTED on the Consent Agenda

260217 Motorola Solutions, Inc./Purchase Portable Radios, Batteries and Chargers/Flint Fire Department

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, to approve spending from funding source account 101-336.000-977.000 in the amount of \$108,815.25, AND, further resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Motorola Solutions, Inc. in an amount NOT-TO-

EXCEED \$108,815.25 for the purchase of 15 portable radios, batteries and 10 desktop chargers. [NOTE: Portable radios are an emergent need for Flint Firefighters to effectively communicate while on emergency scenes, enhancing safety while searching and performing various fireground operations.]

This Matter was ADOPTED on the Consent Agenda

260218 LaFontaine Chevrolet Plymouth/Purchase Two (2) Chevrolet Cargo Vans

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is authorized to issue a Purchase Order to LaFontaine Chevrolet Plymouth of Plymouth, MI for the purchase of two (2) Chevrolet cargo vans in an amount NOT-TO-EXCEED \$124,566.50 for FY26 (07/01/25-06/30/26). [NOTE: These vans will replace (2) 2008 step vans which have already been turned in for auction. These vans will be utilized by the service section of the water department for the completion of their daily work orders.]

This Matter was ADOPTED on the Consent Agenda

260219 Support/FY2026 (3X) Bridge Applications/Hamilton Avenue Over Flint River/Stewart Avenue Over C&O RR/Beach Street Over Thread Creek

Resolution resolving that the appropriate City Officials are authorized to execute and submit all documents necessary for the Local Bridge Program applications and to identify the required local match, subject to final award, approval, and budget availability. [NOTE: The department of Public Works, Transportation Division, is seeking funding through the State of Michigan Local Bridge Program Call for Applications for Funding Year 2029, and the City of Flint Transportation Division has prepared applications for the Hamilton Avenue over Flint River Bridge (2835), Stewart Avenue over C&O RR Bridge (2837), and Beach Street over Thread Creek (2857) Bridge Projects.]

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260220 Power Initiative/Flint Recast Program/Implementation Using Carry-Over Funds

Resolution resolving that the appropriate City Officials, upon the City Council approval, are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding account 296-649.700-801.000 to Power Initiative in the amount of \$140,000.00. [NOTE: Recast is seeking to spend its carried over funds with an organization that can help reach the final goals of Recast which include funding for the smaller applicant organizations, youth event coordination, and job training and orientation. Power Initiative was chosen because of their past performance and their connection to the Recast processes. Their work is grounded in trust, collaboration, and respect and values that allow them to deliver customized, innovative solutions that truly reflect the unique goals of each organization.]

This Matter was ADOPTED on the Consent Agenda

260221 Contract/Blackout Construction LLC/Accessibility Modifications/16 Single Family Homes

Resolution resolving that the City Officials are authorized to award MI Neighborhood 1.0 funding and to enter into a contract with Blackout Construction, LLC for the remainder of the grant period, up to August 31, 2026 in a total amount NOT-TO-EXCEED \$228,088.90 for services relating to their performing accessibility modifications to 16 single family homes within the City of Flint as part of the Occupied Housing Accessibility Rehab Program. [NOTE: In December of 2024, The City Council accepted the award of \$472,000.00 from the Michigan State House Development Authority (MSHDA) for the City's Occupied Housing Accessibility Rehab Program through MI Neighborhood 1.0 Grant NDD-2023-49-MIN. (Performance Period October 2024-August 31, 2026). Which was received and approved through resolution 240484-T adopted December 16, 2024. Blackout Construction LLC will enter a performance-based contract over the duration of the grant program, providing accessibility rehabs for 16 of the 19 properties, and will ensure compliance with both City of Flint requirements and MSHDA MI Neighborhood 1.0 compliance.]

This Matter was ADOPTED on the Consent Agenda

- 260222** Accept/FY26 One-Time Enhancement Grant/Michigan Department of Labor and Economic Opportunity (LEO)/Improvements to Haskell Community Center

Resolution resolving that the appropriate City Officials are authorized to do all things necessary including executing any necessary agreements, to accept the Michigan Department of Labor and Economic Opportunity FY26 One-Time Enhancement Grant Program award, Grant No. E20260096, in the amount of \$500,000, for capital improvements at Haskell Community Center, AND, further resolving that the FY26 budget shall, upon adoption of this resolution, be amended to appropriate grant revenues and expenditures, AND, further resolving that the FY27 ad all subsequent fiscal years for as long as grant funds remain shall be amended as necessary to appropriate remaining grant expenditures and revenues.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

- 260223** Truck & Trailer Specialties Business/Purchase 2 New Salting and Plowing Vehicles

Resolution resolving that the Proper City Officials are authorized to do all the necessary things to purchase 2 new salting and plowing vehicles with Truck & Trailer Specialties for the FY27 (07/01/26-06/30/27) in total amount NOT-TO-EXCEED \$654,226.00. [NOTE: The Fleet Division is requesting approval to purchase new vehicles from Truck & Trailer Specialties, to support plowing and salting city streets for departmental operational needs.]

This Matter was ADOPTED on the Consent Agenda

- 260224** Ace Saginaw Paving Company/Asphalt Paving Materials

Resolution resolving that the Division of Purchases & Supplies is authorized to issue purchase orders to Ace Saginaw Paving Company for asphalt paving materials for FY27, in the amount NOT-TO-EXCEED \$2,497,150.00.

This Matter was ADOPTED on the Consent Agenda

260225 Contract/Lighthouse Insurance Group/City of Flint/Property and Liability Coverage

Resolution resolving that the appropriate City officials are authorized to enter into a contract with Lighthouse Insurance Group to provide the City with property and liability coverage for the period 7/1/26 through 7/1/27 at a combined premium cost amount NOT-TO-EXCEED \$2,669,189.93 Funding for these services will come from Insurance Fund.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260226 Approval/Sale of City Owned Property/Michigan Department of Transportation/Road Reconstruction and Bridge Replacement Project

Resolution resolving that the Flint City Council authorizes the sale of part of Parcel No. 41-19-131-021 as identified in the Legal Description Attachment A, to the Michigan Department of Transportation for the good faith offer of \$11,200 subject to the City's retainage of all easements.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

CONSENT AGENDA VOTE

Councilmember Mushatt, seconded by Councilmember Pfeiffer, made a motion to Approve the Consent Agenda with any separations (Reso No. 260211, Reso No. 260219, Reso No.260222, Reso No.260225 and Reso No. 260226 [Separated from the Consent Agenda]). This Motion PASSED by the following vote:

Aye: 6- Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Mushatt, Councilmember Pfeiffer and Councilmember Jarrett

No: 0-

Absent: Councilmember El-Alamin, Councilmember Lewis, and Councilmember Burns

SEPARATED FROM MASTER RESOLUTION (CONSENT AGENDA)

260211 2026 Operating Millage/City of Flint Downtown Development Authority District

Resolution resolving that the City Council of the City of Flint adopts the levy of 1.8806 mills for the ensuing (FY2026-2027) Downtown Development Authority operating budget.

***A motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, that this matter be sent to Council (6-22-26). No vote was taken.**

***A motion was made by Councilmember Winfrey-Carter, seconded by Councilmember Pfeiffer, that this matter stay in Finance (7-22-26). This motion PASSED by the following vote:**

Aye: 6- Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Mushatt, Councilmember Pfeiffer and Councilmember Jarrett

No: 0-

Absent: Councilmember El-Alamin, Councilmember Lewis, and Councilmember Burns

260219 Support/FY2026 (3X) Bridge Applications/Hamilton Avenue Over Flint River/Stewart Avenue Over C&O RR/Beach Street Over Thread Creek

Resolution resolving that the appropriate City Officials are authorized to execute and submit all documents necessary for the Local Bridge Program applications and to identify the required local match, subject to final award, approval, and budget availability. [NOTE: The department of Public Works, Transportation Division, is seeking funding through the State of Michigan Local Bridge Program Call for Applications for Funding Year 2029, and the City of Flint Transportation Division has prepared applications for the Hamilton Avenue over Flint River Bridge (2835), Stewart Avenue over C&O RR Bridge (2837), and Beach Street over Thread Creek (2857) Bridge Projects.]

***A motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, that this matter be sent to Council (6-22-26). No vote was taken.**

***A motion was made by Councilmember Pfeiffer, seconded by Councilmember Priestley, that this matter be sent to Special Affairs (6-22-26). This motion PASSED by the following vote:**

Aye: 6- Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Mushatt, Councilmember Pfeiffer and Councilmember Jarrett

No: 0-

Absent: Councilmember El-Alamin, Councilmember Lewis, and Councilmember Burns

260222 **Accept/FY26 One-Time Enhancement Grant/Michigan Department of Labor and Economic Opportunity (LEO)/Improvements to Haskell Community Center**

Resolution resolving that the appropriate City Officials are authorized to do all things necessary including executing any necessary agreements, to accept the Michigan Department of Labor and Economic Opportunity FY26 One-Time Enhancement Grant Program award, Grant No. E20260096, in the amount of \$500,000, for capital improvements at Haskell Community Center, AND, further resolving that the FY26 budget shall, upon adoption of this resolution, be amended to appropriate grant revenues and expenditures, AND, further resolving that the FY27 ad all subsequent fiscal years for as long as grant funds remain shall be amended as necessary to appropriate remaining grant expenditures and revenues.

***A motion was made by Councilmember Pfeiffer, seconded by Councilmember Johnson, that this matter be sent to Council (6-22-26). No vote was taken.**

***A motion was made by Councilmember Mushatt, seconded by Councilmember Winfrey-Carter, that this matter stay in Finance (7-22-26). This motion PASSED by the following vote:**

Aye: 7- Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt, Councilmember Pfeiffer and Councilmember Jarrett

No: 0-

Absent: Councilmember El-Alamin and Councilmember Lewis

260225 Contract/Lighthouse Insurance Group/City of Flint/Property and Liability Coverage

Resolution resolving that the appropriate City officials are authorized to enter into a contract with Lighthouse Insurance Group to provide the City with property and liability coverage for the period 7/1/26 through 7/1/27 at a combined premium cost amount NOT-TO-EXCEED \$2,669,189.93 Funding for these services will come from Insurance Fund.

***A motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, that this matter be sent to Council (6-22-26). This motion PASSED by the following vote:**

Aye: 6- Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Mushatt, Councilmember Pfeiffer and Councilmember Jarrett

No: 0-

Absent: Councilmember El-Alamin, Councilmember Lewis and Councilmember Burns

260226 Approval/Sale of City Owned Property/Michigan Department of Transportation/Road Reconstruction and Bridge Replacement Project

Resolution resolving that the Flint City Council authorizes the sale of part of Parcel No. 41-19-131-021 as identified in the Legal Description Attachment A, to the Michigan Department of Transportation for the good faith offer of \$11,200 subject to the City's retainage of all easements.

***A motion was made by Councilmember Mushatt, seconded by Councilmember Pfeiffer, that this matter be sent to Council (6-22-26). This motion PASSED by the following vote:**

Aye: 7- Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt, Councilmember Pfeiffer and Councilmember Jarrett

No: 0-

Absent: Councilmember El-Alamin and Councilmember Lewis

ADJOURNMENT

Councilmember Pfeiffer, seconded by Councilmember Mushatt, made a motion to Adjourn. This Finance Committee Meeting Adjourned at 6:57 p.m.

This motion PASSED by a VOTE of 7:0

Absent: Councilmember El-Alamin and Councilmember Lewis

Respectfully transcribed and submitted,

Christel Snider

City Council Secretary



260251

City of Flint, Michigan

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

MEETING MINUTES – FINAL

Wednesday, June 17, 2026

7:03 PM

City Council Chambers

LEGISLATIVE COMMITTEE

Leon El-Alamin, Chairperson, Ward 1

Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Dennis Pfeiffer, Ward 8

LaShawn Johnson, Ward 3
Jerri Winfrey-Carter, Ward 5
Candice Mushatt, Ward 7
Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

ROLL CALL

Present: Councilmember Priestley, Winfrey-Carter, Burns, Mushatt, Pfeiffer and Jarrett

Absent: Councilmember El-Alamin, Lewis, Johnson and Jarrett

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Read into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

None

PUBLIC COMMENT

1 Public Speaker

COUNCIL RESPONSE

None

CONSENT AGENDA

ORDINANCES

260193 Amendment/Flint City Code of Ordinances/Chapter 2 (Administration)/Article XXIII (Ethics and Accountability Board)/Sections 2-178 through 2-184 (Ethics and Accountability Board By-Laws)

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 2, Administration, Article XXIII, Ethics and Accountability Board, Sections 2-178 through 2-184, Ethics and Accountability Board By-Laws. [NOTE: This Ordinance shall become effective thirty (30) days after adoption.]

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260228 Amendment/Flint City Code of Ordinances/Chapter 31 (General Offenses)/Article 1 (In General)/Curfew Sections

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article 1, In General, and amending certain Curfew sections.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

CONSENT AGENDA VOTE

Councilmember Priestley made a motion to Approve the Consent Agenda with a full separation (Reso No. 260193 and Reso No. 2602228 [Separated from the Consent Agenda]). No vote was taken.

260193 Amendment/Flint City Code of Ordinances/Chapter 2 (Administration)/Article XXIII (Ethics and Accountability Board)/Sections 2-178 through 2-184 (Ethics and Accountability Board By-Laws)

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 2, Administration, Article XXIII, Ethics and Accountability Board, Sections 2-178 through 2-184, Ethics and Accountability Board By-Laws. [NOTE: This Ordinance shall become effective thirty (30) days after adoption.]

***A motion was made by Councilmember Pfeiffer, that this matter be sent to Council (6-22-26). There was no support for this motion.**

***A motion was made by Councilmember Priestley, seconded by Councilmember Winfrey-Carter, that this matter be POSTPONED INDEFINITELY. This motion FAILED by the following vote:**

Aye: 4- Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter and Councilmember Mushatt

No: 2- Councilmember Burns and Councilmember Pfeiffer

Absent: Councilmember El-Alamin, Councilmember Lewis and Councilmember Jarrett

260228 Amendment/Flint City Code of Ordinances/Chapter 31 (General Offenses)/Article 1 (In General)/Curfew Sections

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article 1, In General, and amending certain Curfew sections.

***A motion was made by Councilmember Prestley, seconded by Councilmember Mushatt, that this matter be sent to Council (6-22-26). No vote was taken.**

***A motion was made by Councilmember Pfeiffer, seconded by Councilmember Priestley, that this matter be sent to Special Affairs (6-22-26). This motion PASSED by the following vote:**

Aye: 6- Councilmember Johnson, Councilmember Priestley,
Councilmember Winfrey-Carter, Councilmember Burns,
Councilmember Mushatt and Councilmember Pfeiffer

No: 0-

Absent: Councilmember El-Alamin, Councilmember Lewis and
Councilmember Jarrett

ADJOURNMENT

Councilmember Pfeiffer, seconded by Councilmember Priestley, made a motion to Adjourn. This Legislative Committee Meeting Adjourned at 7:47 p.m.

This motion PASSED by a VOTE of 7:0

Absent: Councilmember El-Alamin, Councilmember Lewis and Councilmember Jarrett

Respectfully transcribed and submitted,

Christel Snider

City Council Secretary



260252

City of Flint, Michigan

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

MEETING MINUTES – FINAL

Wednesday, June 17, 2026

7:48 PM

City Council Chambers

GOVERNMENTAL OPERATIONS COMMITTEE

Dennis Pfeiffer, Chairperson, Ward 8

Leon El-Alamin, Ward 1

Ladel Lewis, Ward 2

LaShawn Johnson, Ward 3

Judy Priestley, Ward 4

Jerri Winfrey-Carter, Ward 5

Tonya Burns, Ward 6

Candice Mushatt, Ward 7

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

ROLL CALL

Present: Councilmember Priestley, Winfrey-Carter, Burns, Mushatt, Pfeiffer and Jarrett

Absent: Councilmember El-Alamin, Lewis, Johnson and Jarrett

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Read into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

None

PUBLIC COMMENT

2 Public Speaker

COUNCIL RESPONSE

None

CONSENT AGENDA

RESOLUTIONS

260187 Adopt/Comprehensive Plan/Update MOU/City of Flint Planning Commission

Resolution resolving that the appropriate City officials are authorized to do all things necessary to enact the memorandum of Understanding that is being recommended by the Planning Commission to develop an updated Comprehensive Plan. [NOTE: The Planning Commission is submitting an updated MOU that will define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council within the process of updating the Plan.]

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

SPECIAL ORDERS/DISCUSSION ITEMS

260189 Special Order/Vacant Flint Community School Properties

A Special Order as requested by Councilmember Lewis in order to allow for a 15-minute discussion about vacant Flint Community School Properties.

Councilmember Lewis requested that this Special Order be postponed until Governmental Operations Committee's on 7-22-26.

260227 Discussion Item/COF Weather-Related Emergency Instructions

A Discussion Item as requested by Councilmember Lewis concerning City of Flint weather-related emergency instructions generally and the tornado warnings on Wednesday, June 10, 2026, specifically.

Councilmember Lewis requested that this Discussion Item be postponed until Governmental Operations Committee's on 7-22-26.

CONSENT AGENDA VOTE

Councilmember Mushatt made a motion to Approve the Consent Agenda with a full separation (Reso No. 260187 [Separated from the Consent Agenda]). No vote was taken.

SEPARATED FROM MASTER RESOLUTION (CONSENT AGENDA)

260187 Adopt/Comprehensive Plan/Update MOU/City of Flint Planning Commission

Resolution resolving that the appropriate City officials are authorized to do all things necessary to enact the memorandum of Understanding that is being recommended by the Planning Commission to develop an updated Comprehensive Plan. [NOTE: The Planning Commission is submitting an updated MOU that will define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council within the process of updating the Plan.]

***A motion was made by Councilmember Mushatt, seconded by Councilmember Pfeiffer, that this be sent to the Planning Commission to make changes. That motion PASSED by the following vote:**

Aye: 6- Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt and Councilmember Pfeiffer

No: 0-

Absent: Councilmember El-Alamin, Councilmember Lewis and Councilmember Jarrett

ADJOURNMENT

Councilmember Mushatt, seconded by Councilmember Priestley, made a motion to Adjourn. This Governmental Operations Committee Meeting Adjourned at 8:44 p.m.

This motion PASSED by a VOTE of 6:0

Absent: Councilmember El-Alamin, Councilmember Lewis and Councilmember Jarrett

Respectfully transcribed and submitted,

Christel Snider

City Council Secretary



260253

City of Flint, Michigan

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

MEETING MINUTES – FINAL

Monday, June 22, 2026

4:51 PM

City Council Chambers

SPECIAL AFFAIRS COMMITTEE

Jonathan Jarrett, Vice President, Ward 9

Leon El-Alamin, Ward 1

Ladel Lewis, Ward 2

LaShawn Johnson, Ward 3

Judy Priestley, Ward 4

Jerri Winfrey-Carter, Ward 5

Tonya Burns, Ward 6

Candice Mushatt, Ward 7

Dennis Pfeiffer, Ward 8

Davina Donahue, City Clerk

ROLL CALL

(President Mushatt called this Special Affairs Committee meeting to order at 4:30 p.m.)

Present: Councilmembers Priestley, Burns, and Mushatt

Absent: Councilmembers El-Alamin, Lewis, Johnson, Winfrey-Carter, Pfeiffer, and Jarrett

ROLL CALL

(President Mushatt requested to have Roll Call to bring the meeting to order because a quorum had been established at 4:51 p.m.)

Present: Councilmembers El-Alamin, Lewis, Johnson, Priestley, Winfrey-Carter, Burns, and Mushatt

Absent: Councilmembers Pfeiffer and Jarrett

(Councilmember Lewis arrived at her seat at 5:15 p.m. during the Special-Order discussion 260240.)

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Read Into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

President Mushatt stated that she had two additions to the agenda, to be added without objection: Add-on No. 1: Resolution to Granicus for Legislative Meeting and Records Management Operations and Equipment, and Add-on No. 2: Resolution Recommending the Vacation of a 0.07-Acre Section of Brush Alley from E. 4th Street to the Northern Parcel Line of the Property Located at 718 Harrison Street. Councilmember Burns requested that Special Order No. 260240 be moved to follow Council Response, and the request was approved without objection. Clerk Donahue requested that Resolution No. 260211 be moved to the top of the resolutions to accommodate a speaker. This request was also approved without objection.

CLOSED SESSION(S)

Pursuant to MCL 15.268 (1)(e) and MCL 15.268(1)(h) of the Open Meetings Act, the Department of Law requests a Closed Session to address the Flint City Council in order to discuss the Aqueous Film-Forming (AFFF) Products Liability Litigation (MDL 2873).

**A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that Council go into Closed Session. This Motion FAILED by the following vote:*

Aye: 4 – Councilmember El-Alamin, Councilmember Johnson, Councilmember Priestley, and Councilmember Mushatt

No: 2 – Councilmember Winfrey-Carter, and Councilmember Burns

Absent: 3 – Councilmember Lewis, Councilmember Pfeiffer, and Councilmember Jarrett

PUBLIC COMMENT

3 Public Speaker(s)

COUNCIL RESPONSE

Councilmember(s) to respond (Priestley, Burns, and Mushatt)

SPECIAL ORDERS/DISCUSSION ITEMS

260240 Discussion Item/3M DuPont Lawsuit Settlement

A Discussion Item as requested by 6th Ward Councilmember Burns for a 20-minute discussion about the \$14 billion 3M DuPont lawsuit settlement.

DISCUSSION HELD

RECONSIDERATION (Closed Session)

Pursuant to MCL 15.268 (1)(e) and MCL 15.268(1)(h) of the Open Meetings Act, the Department of Law requests a Closed Session to address the Flint City Council in order to discuss the Aqueous Film-Forming (AFFF) Products Liability Litigation (MDL 2873).

**A motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, that Council Reconsider Closed Session. This Motion PASSED by the following vote:*

Aye: 7 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 2 – Councilmember Pfeiffer, and Councilmember Jarrett

**A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that Council go into Closed Session. This Motion PASSED by the following vote:*

Aye: 7 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 2 – Councilmember Pfeiffer, and Councilmember Jarrett

CONSENT AGENDA

RESOLUTIONS

260211 2026 Operating Millage/City of Flint Downtown Development Authority District

Resolution resolving that the City Council of the City of Flint adopts the levy of 1.8806 mills for the ensuing (FY2026-2027) Downtown Development Authority operating budget.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260187 Adopt/Comprehensive Plan/Update MOU/City of Flint Planning Commission

Resolution resolving that the appropriate City officials are authorized to do all things necessary to enact the memorandum of Understanding that is being recommended by the Planning Commission to develop an updated Comprehensive Plan. [NOTE: The Planning Commission is submitting an updated MOU that will define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council within the process of updating the Plan.]

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260219 Support/FY2026 (3X) Bridge Applications/Hamilton Avenue Over Flint River/Stewart Avenue Over C&O RR/Beach Street Over Thread Creek

Resolution resolving that the appropriate City Officials are authorized to execute and submit all documents necessary for the Local Bridge Program applications and to identify the required local match, subject to final award, approval, and budget availability. [NOTE: The department of Public Works, Transportation Division, is seeking funding through the State of Michigan Local Bridge Program Call for Applications for Funding Year 2029, and the City of Flint Transportation Division has prepared applications for the Hamilton Avenue over Flint River Bridge (2835), Stewart Avenue over C&O RR Bridge (2837), and Beach Street over Thread Creek (2857) Bridge Projects.]

This Matter was ADOPTED on the Consent Agenda

260234 Contract/Granicus/Legislative Meeting/Records Management Operations and Equipment

Resolution resolving that the proper City Officials are authorized to enter into a three-year contract with Granicus for meeting and records operations software and equipment, in the amount of \$135,633.81 for FY2027 (with FY2026 reappropriated funds in the same amount); in the amount of \$142,415.51 pending adoption of the FY2028 Budget; and \$149,536.28 pending adoption of the FY29 Budget, with one-time fees for a fully-managed video and remote broadcast system, captioning software and the appropriate equipment, in an amount NOT-TO-EXCEED \$123,000.00.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260151.1 Vacation/0.07 Acre Section of Brush Alley/E. 4th Street/Northern Parcel Line/Located at 718 Harrison Street

Resolution resolving that a 0.07 acre section of brush alley from E. 4th Street to the northern parcel line of the property located at 718 Harrison Street is hereby vacated and discontinued forever as a public street, alley, or public ground, AND, further resolving that the City reserves all easements therein for public utility purposes and other public purposes, and the referenced

vacation is subject to the appropriate tax assessment, AND, further resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

This Matter was ADOPTED on the Consent Agenda

ORDINANCES

260228 Amendment/Flint City Code of Ordinances/Chapter 31 (General Offenses)/Article I (In General)/Curfew Sections

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, and amending certain Curfew sections.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

CONSENT AGENDA VOTE

Councilmember Priestley, seconded by Councilmember El-Alamin, made a motion to Approve the Consent Agenda with any separations (Reso. No. 260219, and Add-on No. 2: 260151.1 were separated). This Motion PASSED by the following vote:

Aye: 7 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 2 – Councilmember Pfeiffer and Councilmember Jarrett

SEPARATED FROM MASTER RESOLUTION (CONSENT AGENDA)

260211 2026 Operating Millage/City of Flint Downtown Development Authority District

Resolution resolving that the City Council of the City of Flint adopts the levy of 1.8806 mills for the ensuing (FY2026-2027) Downtown Development Authority operating budget.

**A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be sent to COUNCIL. This motion PASSED by the following vote:*

Aye: 7 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 2 – Councilmember Pfeiffer and Councilmember Jarrett

260187 Adopt/Comprehensive Plan/Update MOU/City of Flint Planning Commission

Resolution resolving that the appropriate City officials are authorized to do all things necessary to enact the memorandum of Understanding that is being recommended by the Planning Commission to develop an updated Comprehensive Plan. [NOTE: The Planning Commission is submitting an updated MOU that will define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council within the process of updating the Plan.]

**A motion was made by Councilmember Burns, seconded by Councilmember El-Alamin, that this matter be sent to COUNCIL. This motion PASSED by the following vote:*

Aye: 7 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 2 – Councilmember Pfeiffer and Councilmember Jarrett

260234 Contract/Granicus/Legislative Meeting/Records Management Operations and Equipment

Resolution resolving that the proper City Officials are authorized to enter into a three-year contract with Granicus for meeting and records operations software and equipment, in the amount of \$135,633.81 for FY2027 (with FY2026 reappropriated funds in the same amount); in the amount of \$142,415.51 pending adoption of the FY2028 Budget; and \$149,536.28 pending adoption of the FY29 Budget, with one-time fees for a fully-managed video and remote broadcast system, captioning software and the appropriate equipment, in an amount NOT-TO-EXCEED \$123,000.00.

**A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be sent to COUNCIL. This motion PASSED by the following vote:*

Aye: 7 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 2 – Councilmember Pfeiffer and Councilmember Jarrett

260228 Amendment/Flint City Code of Ordinances/Chapter 31 (General Offenses)/Article I (In General)/Curfew Sections

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, and amending certain Curfew sections.

**A motion was made by Councilmember Priestley, seconded by Councilmember Burns, that this matter be sent to COUNCIL. No votes*

were taken.

**A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be sent to LEGISLATIVE (7-22-2026). This motion FAILED by the following vote:*

Aye: 1 – Councilmember Priestley

No: 6 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Mushatt

Absent: 2 – Councilmember Pfeiffer, and Councilmember Jarrett

**A motion was made by Councilmember Priestley, to remove the following sections: 31-5.1, 31-6.1, 31-7.1, all dealing with the school year curfew. There was no support for this motion.*

**A motion was made by Councilmember Priestley, seconded by Councilmember Burns, that this emergency ordinance be 9:00 p.m. for all age groups. This motion FAILED by the following vote:*

Aye: 4 – Councilmember Johnson, Councilmember Priestley, Councilmember Burns, and Councilmember Mushatt

No: 2 – Councilmember El-Alamin, and Councilmember Lewis

Absent: 3 – Councilmember Winfrey-Carter, Councilmember Pfeiffer, and Councilmember Jarrett

**A motion was made by Councilmember Lewis, seconded by Councilmember Priestley, that the emergency ordinance be 9:00 p.m. for 15-year-olds and under, and 10:00 p.m. for 16-year-olds and 17-year-olds, as the emergency curfew. No votes were taken.*

**A motion was made by Councilmember Priestley, seconded by Councilmember Burns, that the emergency ordinance curfew for all age groups be 9:30 p.m. for 17-year-olds and under. This motion PASSED by the following vote:*

Aye: 5 – Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 4 – Councilmember El-Alamin, Councilmember Winfrey-Carter, Councilmember Pfeiffer, and Councilmember Jarrett

ADJOURNMENT

Councilmember Priestley, seconded by Councilmember El-Alamin, made a motion to Adjourn. This Special Affairs Committee Meeting ended abruptly at 9:05 p.m. Roll Call was not requested.

Respectfully transcribed and submitted

*Jasmine Green
City Council Secretary*



260 254

City of Flint, Michigan

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

MEETING MINUTES-FINAL

Monday, June 22, 2026

9:05 PM

City Council Chambers

CITY COUNCIL

Candice Mushatt, President, Ward 7
Jonathan Jarrett, Vice President, Ward 9

Leon El-Alamin, Ward 1
LaShawn Johnson, Ward 3
Jerri Winfrey-Carter, Ward 5

Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6

Dennis Pfeiffer, Ward 8

Davina Donahue, City Clerk

CALL TO ORDER

Council President Mushatt called this Regular City Council meeting to order at 9:05 p.m.

ROLL CALL

Present: Councilmembers El-Alamin, Lewis, Johnson, Priestley, Burns, and Mushatt

Absent: Councilmember Winfrey-Carter, Pfeiffer, and Jarrett

PLEDGE OF ALLEGIANCE

Led by Councilmember El-Alamin

PRAYER OR BLESSING

Prayer led by Councilmember Priestley

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Read Into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

Councilmember Priestley requested that Ord. No. 260228 (An ordinance to amend Chapter 31, "General Offenses" Article I, In General, of the Code of the City of Flint by amending certain Curfew sections) be moved to after Public Hearings. It was moved without objection. Council President Mushatt stated that the two additional resolutions would be added to the agenda without objection: Add-on No. 3: Resolution Rescinding Resolution Approving Engaging Stag Liuzza, LLC and Kirk Huth Lange & Badalamenti, PLC to Represent the City of Flint by Authorizing the Execution of the Legal Services Agreement for the 3M and Dupont Public Drinking Water Settlements, and Add-on No. 4: Resolution Approving Proceeding with all Requirements to Secure Proceeds from the Aqueous Film-Forming Foams Litigation, MDL No. 2873 Settlement Agreement on Behalf of the City of Flint. These resolutions were added without objection.

PUBLIC HEARING(S)

260151.6 Public Hearing/Vacation of a Section of Brush Alley

A Public Hearing to Consider the Vacation of a Section of Brush Alley, from E. Fourth Street to the Northern Parcel Line of the Property Located at 718 Harrison Street, Flint.

HELD

260209.6 Public Hearing/New Class C Tavern License/Sitdown Taproom and Purveyor

A Public Hearing to Consider a New Class C Tavern License for the Sitdown Taproom and Purveyor, 703 S. Grand Traverse Street, Flint [Applicants: Theodore P. Vansteyn and Emily M. Feuerherm].

HELD

INTRODUCTION AND FIRST READING OF ORDINANCES (May Be Referred from Special Affairs)

260228 Amendment/Flint City Code of Ordinances/Chapter 31 (General Offenses)/Article I (In General)/Curfew Sections

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, and amending certain Curfew sections.

**A motion was made by Councilmember Priestley, seconded by Councilmember Johnson, that this matter be APPROVED. This motion PASSED by the following vote:*

Aye: 6 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 3 – Councilmember Winfrey-Carter, Councilmember Pfeiffer and Councilmember Jarrett

PUBLIC COMMENT

6 Public Speakers

COUNCIL RESPONSE

Councilmember(s) to respond (Burns, Lewis and Mushatt)

CONSENT AGENDA

PRESENTATION OF MINUTES

260230	DRAFT/PROPOSED	Summary	Minutes/Flint	City	Council/Special
	Meeting/June 1, 2026				

DRAFT/PROPOSED Summary Minutes of the Special City Council Meeting/Meeting held Monday, June 1, 2026, at 5:35 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

260231 DRAFT/PROPOSED Summary Minutes/Flint City Council/Finance Committee Meeting/June 3, 2026

DRAFT/PROPOSED Summary Minutes of the Finance Committee Meeting/Meeting held Wednesday, June 3, 2026, at 5:00 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

260232 DRAFT/PROPOSED Summary Minutes/Flint City Council/Legislative Committee Meeting/June 3, 2026

DRAFT/PROPOSED Summary Minutes of the Legislative Committee Meeting/Meeting held Wednesday, June 3, 2026, at 6:48 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

260233 DRAFT/PROPOSED Summary Minutes/Flint City Council/Governmental Operations Committee Meeting/June 3, 2026

DRAFT/PROPOSED Summary Minutes of the Governmental Operations Committee Meeting/Meeting held Wednesday, June 3, 2026, at 7:21 p.m., in the Council Chambers, 3rd Floor, City Hall.

This Matter was ADOPTED on the Consent Agenda

RESOLUTIONS

260212 Pomp's Tire Service/Purchase of Tires/FY26

Resolution resolving that the City Officials are authorized to do all the necessary things to purchase new tires needed for all City vehicles with Pomp's Tire Service

for the FY26 (07/01/25-06/30/26) additional funding of \$12,500, for a total amount NOT-TO-EXCEED \$87,500.00. [NOTE: The purchase includes change order of additional \$12,500.00 for Tires for Fleet vehicles, making a total of \$87,500.00 for FY26. Pomp's Tire Service's provides repairs and maintenance on all tires for all vehicles owned or leased by the City of Flint.]

This Matter was ADOPTED on the Consent Agenda

260213 Contract/PrintComm/Printing and Mailing/Consumer Confidence Reports

Resolution resolving that the City Officials are to do all things necessary to enter into a contract with Print Comm for the five (5) year printing/mailing of consumer confidence reports for a total contract amount NOT-TO-EXCEED \$108,806.00 plus any adjustments for postal costs to mail said report. (Water Fund) \$13,549.00 from the FY26 adopted budget, \$22,039.00 pending adoption of the FY27 budget, \$23,141.00 pending adoption of the FY28 budget, \$24,428.00 pending adoption of the FY29 budget, and \$25,649.00 pending adoption of the FY30.

This Matter was ADOPTED on the Consent Agenda

260214 Change Order/Lake Star Construction Services, Inc./Lead-Based Paint Abatement

Resolution resolving that the City Officials are authorized to amend its contract with Lake Star Construction Services, Inc. for Lead Remediation Services and increase the contracted price for services in an amount NOT-TO-EXCEED \$21,000.00. [NOTE: The Division of Lead-Based Paint Hazard Control awarded a qualified vendor, Lake Star Construction Services, Inc., Detroit, MI, the proposal at a requested FY23 cost of \$197,480.00 for Lake Star to conduct lead abatement services and Healthy Homes repairs of all hazards on (11) units within the city. Additional funding of \$21,000 is required to complete the final two units under the original scope of work.]

This Matter was ADOPTED on the Consent Agenda

260215 Contract/Beatrice Construction LLC/Accessibility Modifications/Three Single Family Homes

Resolution resolving that the City Officials are authorized to award MI Neighborhood 1.0 funding and to enter into a contract with Beatrice Construction, LLC for the remainder of the grant period, up to August 31, 2026 in a total amount

NOT-TO-EXCEED \$84,597.50 for services relating to their performing accessibility modifications to three single family homes within the City of Flint as part of the Occupied Housing Accessibility Rehab Program. [NOTE: In December of 2024, The City Council accepted the award of \$472,000.00 from the Michigan State House Development Authority (MSHDA) for the City's Occupied Housing Accessibility Rehab Program through MI Neighborhood 1.0 Grant NDD-2023-49-MIN. (Performance Period October 2024-August 31, 2026). Which was received and approved through resolution 240484-T adopted December 16, 2024. Beatrice Construction LLC will enter a performance-based contract over the duration of the grant program, providing accessibility rehabs for three of the 19 properties, and will ensure compliance with both City of Flint requirements and MSHDA MI Neighborhood 1.0 compliance.]

This Matter was ADOPTED on the Consent Agenda

260216 Samsara Inc./Annual 36-Month/Renewal Subscription Service/FY27

Resolution resolving that the Flint City Council authorizes the proper city officials to purchase the annual subscription for Samsara Inc, GPS tracking system used for the management of the city's fleet vehicles in an amount NOT-TO-EXCEED \$92,754.00 for FY27 (07/01/26 to 06/30/27). [NOTE: The Fleet Division is requesting approval to renew the Samsara, Inc. subscription GPS service to support tracking of city-owned vehicles.]

This Matter was ADOPTED on the Consent Agenda

260217 Motorola Solutions, Inc./Purchase Portable Radios, Batteries and Chargers/Flint Fire Department

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, to approve spending from funding source account 101-336.000-977.000 in the amount of \$108,815.25, AND, further resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Motorola Solutions, Inc. in an amount NOT-TO-EXCEED \$108,815.25 for the purchase of 15 portable radios, batteries and 10 desktop chargers. [NOTE: Portable radios are an emergent need for Flint Firefighters to effectively communicate while on emergency scenes, enhancing safety while searching and performing various fireground operations.]

This Matter was ADOPTED on the Consent Agenda

260218 LaFontaine Chevrolet Plymouth/Purchase Two (2) Chevrolet Cargo Vans

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is authorized to issue a Purchase Order to LaFontaine Chevrolet Plymouth of Plymouth, MI for the purchase of two (2) Chevrolet cargo vans in an amount NOT-TO-EXCEED \$124,566.50 for FY26 (07/01/25-06/30/26). [NOTE: These vans will replace (2) 2008 step vans which have already been turned in for auction. These vans will be utilized by the service section of the water department for the completion of their daily work orders.]

This Matter was ADOPTED on the Consent Agenda

260220 Power Initiative/Flint Recast Program/Implementation Using Carry-Over Funds

Resolution resolving that the appropriate City Officials, upon the City Council approval, are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding account 296-649.700-801.000 to Power Initiative in the amount of \$140,000.00. [NOTE: Recast is seeking to spend its carried over funds with an organization that can help reach the final goals of Recast which include funding for the smaller applicant organizations, youth event coordination, and job training and orientation. Power Initiative was chosen because of their past performance and their connection to the Recast processes. Their work is grounded in trust, collaboration, and respect and values that allow them to deliver customized, innovative solutions that truly reflect the unique goals of each organization.]

This Matter was ADOPTED on the Consent Agenda

260221 Contract/Blackout Construction LLC/Accessibility Modifications/16 Single Family Homes

Resolution resolving that the City Officials are authorized to award MI Neighborhood 1.0 funding and to enter into a contract with Blackout Construction, LLC for the remainder of the grant period, up to August 31, 2026 in a total amount NOT-TO-EXCEED \$228,088.90 for services relating to their performing accessibility modifications to 16 single family homes within the City of Flint as part of the Occupied Housing Accessibility Rehab Program. [NOTE: In December of 2024, The City Council accepted the award of \$472,000.00 from the Michigan State House Development Authority (MSHDA) for the City's Occupied Housing Accessibility Rehab Program through MI Neighborhood 1.0 Grant NDD-2023-49-MIN.

(Performance Period October 2024-August 31, 2026). Which was received and approved through resolution 240484-T adopted December 16, 2024. Blackout Construction LLC will enter a performance-based contract over the duration of the grant program, providing accessibility rehabs for 16 of the 19 properties, and will ensure compliance with both City of Flint requirements and MSHDA MI Neighborhood 1.0 compliance.]

This Matter was ADOPTED on the Consent Agenda

260223 Truck & Trailer Specialties Business/Purchase 2 New Salting and Plowing Vehicles

Resolution resolving that the Proper City Officials are authorized to do all the necessary things to purchase 2 new salting and plowing vehicles with Truck & Trailer Specialties for the FY27 (07/01/26-06/30/27) in total amount NOT-TO-EXCEED \$654,226.00. [NOTE: The Fleet Division is requesting approval to purchase new vehicles from Truck & Trailer Specialties, to support plowing and salting city streets for departmental operational needs.]

This Matter was ADOPTED on the Consent Agenda

260224 Ace Saginaw Paving Company/Asphalt Paving Materials

Resolution resolving that the Division of Purchases & Supplies is authorized to issue purchase orders to Ace Saginaw Paving Company for asphalt paving materials for FY27, in the amount NOT-TO-EXCEED \$2,497,150.00.

This Matter was ADOPTED on the Consent Agenda

260225 Contract/Lighthouse Insurance Group/City of Flint/Property and Liability Coverage

Resolution resolving that the appropriate City officials are authorized to enter into a contract with Lighthouse Insurance Group to provide the City with property and liability coverage for the period 7/1/26 through 7/1/27 at a combined premium cost amount NOT-TO-EXCEED \$2,669,189.93 Funding for these services will come from Insurance Fund.

This Matter was ADOPTED on the Consent Agenda

260226 Approve/Sale of City Owned Property/Michigan Department of Transportation/Road Reconstruction and Bridge Replacement Project

Resolution resolving that the Flint City Council authorizes the sale of part of Parcel No. 41-19-131-021 as identified in the Legal Description-Attachment A, to the Michigan Department of Transportation for the good faith offer of \$11,200 subject to the City's retainage of all easements.

This Matter was ADOPTED on the Consent Agenda

260236 Rescind/Resolution/Engaging Stag Liuzza, LLC and Kirk Huth Lange & Badalamenti, PLC/Represent City of Flint/Authorize/Execution/Legal Services Agreement/3M and Dupont Public Drinking Water Settlements

Resolution resolving that the Flint City Council rescinds the resolution approved on June 8, 2026 to execute a legal services agreement with Stag Liuzza, LLC and Kirk Huth Lange & Badalamenti, PLC in connection with settlement claims in the Aqueous Film-Forming Foams Litigation, MDL No. 2873 on behalf of the City of Flint in accordance with Flint City Council Rule 23.1.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

260237 Approve/Proceed/All Requirements to Secure Proceeds/From Aqueous Film-Forming Foams Litigation, MDL No. 2873 Settlement Agreement/Behalf of City of Flint

Resolution resolving that the Flint City Council authorizes city officials to do all things necessary, to take all actions and submit documents, and enter into any agreements to receive proceeds from the Aqueous Film-Forming Foams Litigation, MDL No. 2873 by the required July 2026 deadlines.

SEPARATED FROM THE MASTER RESOLUTION (CONSENT AGENDA)

RESOLUTIONS (May Be Referred from Special Affairs)

260187 Adopt/Comprehensive Plan/Update MOU/City of Flint Planning Commission

Resolution resolving that the appropriate City officials are authorized to do all things necessary to enact the memorandum of Understanding that is being recommended by the Planning Commission to develop an updated Comprehensive

Plan. [NOTE: The Planning Commission is submitting an updated MOU that will define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council within the process of updating the Plan.]

This Matter was ADOPTED on the Consent Agenda

260211 2026 Operating Millage/City of Flint Downtown Development Authority District

Resolution resolving that the City Council of the City of Flint adopts the levy of 1.8806 mills for the ensuing (FY2026-2027) Downtown Development Authority operating budget.

This Matter was ADOPTED on the Consent Agenda

260219 Support/FY2026 (3X) Bridge Applications/Hamilton Avenue Over Flint River/Stewart Avenue Over C&O RR/Beach Street Over Thread Creek

Resolution resolving that the appropriate City Officials are authorized to execute and submit all documents necessary for the Local Bridge Program applications and to identify the required local match, subject to final award, approval, and budget availability. [NOTE: The department of Public Works, Transportation Division, is seeking funding through the State of Michigan Local Bridge Program Call for Applications for Funding Year 2029, and the City of Flint Transportation Division has prepared applications for the Hamilton Avenue over Flint River Bridge (2835), Stewart Avenue over C&O RR Bridge (2837), and Beach Street over Thread Creek (2857) Bridge Projects.]

This Matter was ADOPTED on the Consent Agenda

260234 Contract/Granicus/Legislative Meeting/Records Management Operations and Equipment

Resolution resolving that the proper City Officials are authorized to enter into a three-year contract with Granicus for meeting and records operations software and equipment, in the amount of \$135,633.81 for FY2027 (with FY2026 reappropriated funds in the same amount); in the amount of \$142,415.51 pending adoption of the FY2028 Budget; and \$149,536.28 pending adoption of the FY29 Budget, with one-time fees for a fully-managed video and remote broadcast system, captioning

software and the appropriate equipment, in an amount NOT-TO-EXCEED \$123,000.00.

This Matter was ADOPTED on the Consent Agenda

260151.1 Vacation/0.07 Acre Section of Brush Alley/E. 4th Street/Northern Parcel Line/Located at 718 Harrison Street

Resolution resolving that a 0.07 acre section of brush alley from E. 4th Street to the northern parcel line of the property located at 718 Harrison Street is hereby vacated and discontinued forever as a public street, alley, or public ground, AND, further resolving that the City reserves all easements therein for public utility purposes and other public purposes, and the referenced vacation is subject to the appropriate tax assessment, AND, further resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

This Matter was ADOPTED on the Consent Agenda

LICENSES

260209 Approval/Liquor License/New Class C Tavern License/Sitdown Taproom and Purveyor

Approval of a New Class C Tavern License (Liquor License) for the Sitdown Taproom and Purveyor, 703 S. Grand Traverse Street, Flint [Applicants: Theodore P. Vansteyn and Emily M. Feuerherm].

This Matter was ADOPTED on the Consent Agenda

CONSENT AGENDA VOTE

Councilmember Priestley, seconded by Councilmember Johnson, made a motion to Approve the Consent Agenda with any separations (Add-on #3 Reso. No. 260236 and Add-on #4 Reso. No. 260237 are separated). This Motion PASSED by the following vote:

Aye: 5 – Councilmember Lewis, Councilmember Johnson, Councilmember Priestley, Councilmember Burns, and Councilmember Mushatt

No: 0

Absent: 4 – Councilmember El-Alamin, Councilmember Winfrey-Carter, Councilmember Pfeiffer, and Councilmember Jarrett

SEPARATED FROM MASTER RESOLUTION (CONSENT AGENDA)

260236 Rescind/Resolution/Engaging Stag Liuzza, LLC and Kirk Huth Lange & Badalamenti, PLC/Represent City of Flint/Authorize/Execution/Legal Services Agreement/3M and Dupont Public Drinking Water Settlements

Resolution resolving that the Flint City Council rescinds the resolution approved on June 8, 2026 to execute a legal services agreement with Stag Liuzza, LLC and Kirk Huth Lange & Badalamenti, PLC in connection with settlement claims in the Aqueous Film-Forming Foams Litigation, MDL No. 2873 on behalf of the City of Flint in accordance with Flint City Council Rule 23.1.

260237 Approve/Proceed/All Requirements to Secure Proceeds/From Aqueous Film-Forming Foams Litigation, MDL No. 2873 Settlement Agreement/Behalf of City of Flint

Resolution resolving that the Flint City Council authorizes city officials to do all things necessary, to take all actions and submit documents, and enter into any agreements to receive proceeds from the Aqueous Film-Forming Foams Litigation, MDL No. 2873 by the required July 2026 deadlines.

FINAL COUNCIL COMMENTS

ADJOURNMENT

Council President Mushatt Adjourned this Regular City Council Meeting at 10:11 p.m., due to a Lack of Quorum.

Respectfully transcribed and submitted,

*Jasmine Green
City Council Secretary*



260222

RESOLUTION NO.: _____

PRESENTED: 6-17-2026

ADOPTED: _____

A0661

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE FY26 ONE-TIME
ENHANCEMENT GRANT FROM THE MICHIGAN DEPARTMENT OF LABOR
AND ECONOMIC OPPORTUNITY(LEO) FOR IMPROVEMENTS TO THE
HASKELL COMMUNITY CENTER**

WHEREAS, the City of Flint applied for funding through the Michigan Department of Labor and Economic Opportunity's FY26 One-Time Enhancement Grant Program to support improvements to the Haskell Community Center located at 2201 Forest Hill Avenue in Flint, Michigan; and

WHEREAS, the proposed project includes completion of Phases 2 through 4 of the Haskell Community Center roof replacement project, elevator repair and modernization, and related improvements intended to stabilize the facility, improve accessibility, and support future community programming; and

WHEREAS, the Michigan Department of Labor and Economic Opportunity has awarded the City of Flint Grant No. E20260096 in the amount of Five Hundred Thousand Dollars (\$500,000) for the period of October 1, 2025 through September 30, 2030; and

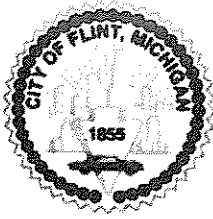
WHEREAS, acceptance of this grant will assist the City in preserving and improving a valuable public facility while enhancing accessibility and expanding opportunities for community use and youth programming; and

WHEREAS, grant funds shall be expended in accordance with the approved budget and scope of work approved by the Michigan Department of Labor and Economic Opportunity.

THEREFORE, IT IS RESOLVED that the appropriate City officials are hereby authorized to do all things necessary including executing any necessary agreements, to accept the Michigan Department of Labor and Economic Opportunity FY26 One-Time Enhancement Grant Program award, Grant No. E20260096, in the amount of \$500,000, for capital improvements at Haskell Community Center.

IT IS ALSO RESOLVED that the FY26 budget shall, upon adoption of this resolution, be amended to appropriate grant revenues and expenditures.

IT IS FURTHER RESOLVED that the FY27 and all subsequent fiscal years for as long as grant funds remain shall be amended as necessary to appropriate remaining grant expenditures and revenues.



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

APPROVED AS TO FORM:


JoAnne Gurley (Jun 14, 2026 16:32:17 EDT)
JoAnne Gurley, City Attorney

APPROVED AS TO FINANCE:


Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde Edwards (Jun 5, 2026 16:45:44 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



STAFF REVIEW FORM

Effective: April 1, 2026

(Do not alter or modify this form without written permission from the City Administrator)

TODAY'S DATE: 5/26/2026
BID PROPOSAL #:
AGENDA ITEM TITLE: FY26 ONE TIME ENHANCEMENT GRANT ACCEPTANCE RESOLUTION
PREPARED BY: Christian Baldwin – Grants Management Officer
VENDOR NAME: State of Michigan Department of Labor and Economic Opportunity (LEO)

Section 1. BACKGROUND/SUMMARY OF PROPOSED ACTION..

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

Federal gov't	(All documentation current, no violations)	☐ YES	☐ NO
State gov't	(All documentation current, no violations)	☐ YES	☐ NO
City of Flint	(All documentation current, no violations)	☐ YES	☐ 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.

NOTE: Preparer **MUST** include a response to the conditions below:

- Did we do an assessment of first consideration to internal City of Flint staff and resources (explain)?
- Why was this vendor chosen?
- What history does this vendor have with the City of Flint?
- What steps will be taken to do a post-performance of the vendor?

Background

The City of Flint applied for and has been awarded a \$500,000 grant through the Michigan Department of Labor and Economic Opportunity's (LEO) FY26 One-Time Enhancement Grant Program. The grant will support critical capital improvements to the Haskell Community Center located at 2201 Forest Hill Avenue. The grant period extends from October 1, 2025 through September 30, 2030. No local match is required.

The Haskell Community Center has experienced significant deferred maintenance due to prolonged municipal funding constraints. The facility's most pressing need is replacement of the existing roof system, which has deteriorated to the point that continued water intrusion threatens the structural integrity of the building and limits the City's ability to invest in interior improvements. According to publicly solicited cost estimates, full replacement of the roof exceeds \$600,000. The City has already committed approximately \$200,000 in local funding toward Phase 1 of the project. Grant funding will allow the City to complete Phases 2 through 4 of the roof replacement project and fully stabilize the building envelope.

In addition to roof replacement, the grant will fund repairs and modernization of the facility's elevator system. Elevator improvements are intended to restore reliable operation, improve accessibility, and ensure compliance with the Americans with Disabilities Act (ADA), allowing all residents to access the facility regardless of mobility limitations.



STAFF REVIEW FORM

Effective: April 1, 2026

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The approved project budget consists of:

Roof Replacement (Phases 2-4): \$400,000

Elevator Repair and Modernization: \$100,000

Total Grant Award: \$500,000

Upon completion, the project will provide a structurally sound and ADA-accessible community facility capable of supporting expanded youth, recreation, and community programming. The application identifies the Haskell Community Center as the future operational home of the Flint Police Athletic League (PAL), supporting youth mentorship, recreation, and community engagement activities.

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

Fiscal Year	Account	PO Number	FY PO Amount	FY Expensed	Resolution



STAFF REVIEW FORM

Effective: April 1, 2026

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Section 3. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS..

Approval of this resolution will allow the City of Flint to secure \$500,000 in State of Michigan funding to complete critical improvements to the Haskell Community Center without requiring a local match. The project will address significant deferred maintenance by completing the remaining phases of the facility's roof replacement and modernizing the building's elevator system, protecting a valuable public asset from further deterioration while improving accessibility for residents. These improvements will enhance the City's ability to provide safe, ADA-accessible recreational, educational, and community programming opportunities for youth, families, seniors, and individuals with disabilities. The project also supports the City's partnership with the Flint Police Athletic League (PAL), which intends to utilize the facility for youth development, mentorship, and community engagement activities. By preserving and improving the Haskell Community Center, the project strengthens neighborhood resources, expands community programming opportunities, and reduces the likelihood of more costly repairs in the future.

Section 4. FINANCIAL IMPLICATIONS..

IF ARPA related Expenditure:

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

NOTE: Accountant MUST include the following information:

- What is the total amount budgeted for this purpose?
- What percentage is being spent with this vendor?
- What is the justification for spending this amount of money with this vendor?
- What percentage is being spent out of each line item used in this request?
- List all the known budgeted funds from that line item.



STAFF REVIEW FORM

Effective: April 1, 2026

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Financial Impact

The grant award totals \$500,000. No local match is required. Grant revenues and expenditures will be appropriated upon adoption of the resolution. Any remaining grant funds will be carried forward and appropriated in FY27 and subsequent fiscal years as necessary until the grant is fully expended and closed.

The approved project budget consists of:

Professional Services (GL# and grant code pending): Roof Replacement (Phases 2-4): \$400,000

Professional Services (GL# and grant code pending): Elevator Repair and Modernization: \$100,000

Total Grant Award: \$500,000

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

Dept.	Name of Account	Account Number	Grant CODE	Amount
Mayor/Facilities	Professional Services	TBD	TBD	\$500,000
FY26 GRAND TOTAL				\$500,000

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

BUDGET YEAR 1: _____

BUDGET YEAR 2: _____

BUDGET YEAR 3: _____

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

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

ACCOUNTING APPROVAL: Jo Jajicki (May 27, 2026 13:43:59 EDT)

Date: 05/27/2026

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

Section 5. RESOLUTION DEFENSE TEAM..



STAFF REVIEW FORM

Effective: April 1, 2026

(Do not alter or modify this form without written permission from the City Administrator)

Job Knowledge:	☐	☐	☐	☐	☐
Work Quality:	☐	☐	☐	☐	☐
Timeliness:	☐	☐	☐	☐	☐
Compliance with Contract:	☐	☐	☐	☐	☐
Warranty (If Product):	☐	☐	☐	☐	☐
Responsiveness:	☐	☐	☐	☐	☐
Cost Effectiveness:	☐	☐	☐	☐	☐
Dependability:	☐	☐	☐	☐	☐
Total Performance:	☐	☐	☐	☐	☐
Overall Rating:	☐	☐	☐	☐	☐

DEFECTS (IF ANY): ☐ IF CHECKED, PLEASE EXPLAIN:

--

Performance / Other Comments:

--

REVIEWER'S SIGNATURE:

Date:

GRANT AGREEMENT BETWEEN
MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
hereinafter referred to as the "Department"
AND
City of Flint
hereinafter referred to as the "Grantee"

GRANTEE/ADDRESS:

Name: Clyde Edwards
Title: Administrator
Address: 1101 S.Saginaw St., Flint, MI 48502
Phone: (810) 766-7346 x 204

GRANT ADMINISTRATOR/ADDRESS:

Contact Name: Amber Covington
Organizational Unit: Department of Labor and Economic Opportunity, State of Michigan
Address: Elliott-Larsen Building, 6th Floor, 320 S. Walnut St.
Lansing, MI 48933
Telephone Number: (517) 388-0567

GRANT PERIOD:

This Agreement will begin on 10/01/2025 and continue through 09/30/2030. No activity will be performed, and the Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement. This Agreement is in full force and effect for the period specified.

TOTAL AUTHORIZED BUDGET: \$500,000.00

State Contribution: \$500,000.00
Match Contribution: \$0.00

ACCOUNTING DETAIL:

Assistance Listing # (ALN):
Grantee's Unique Entity Identifier: G2XMHBJCHKX5
Federal ID: 38-6004611

RECIPIENT RELATIONSHIP IN GRANT AGREEMENT:

☐ Sub-recipient ☐ Vendor ☒ Recipient

Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.
- F. The Grantee agrees that all procurement transactions involving the use of state funds in excess of \$5,000 must be conducted in a manner that provides maximum open and free competition i.e receiving multiple bids, quotes, and proposals to buy comparable goods and services. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Department before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

This is Grant # E20260096 between the Michigan Department of Labor and Economic Opportunity (Department), and City of Flint (Grantee), subject to terms and conditions of this grant agreement (Agreement).

Part I: AGREEMENT PROVISIONS

Agreement Scope: The Grantee agrees to comply with all terms and conditions of this grant Agreement, including any schedules and attachments that are incorporated by reference into the Agreement.

Agreement Amount: The total amount of this Agreement is \$500,000.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$500,000.00.

Agreement Approval: This Agreement is conditionally approved subject to and contingent upon the availability of funds. This Agreement becomes valid upon approval and execution by the Department, which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

1.0 Statement of Purpose

The purpose of the program is to fund the following State of Michigan budget appropriation:

Sec. 454 (15) From the funds appropriated in part 1 for legislatively directed spending items, \$500,000.00 must be awarded to the city of Flint in Genesee County to support improvements to the Haskell Community Center

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

These services are specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

A. The Budget is incorporated into this Agreement as attachment B. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget. The Grantee is prohibited from spending funds for "lobbying" and related activities as defined in MCL 4.415. Other prohibited expenses include:

- Lobbying / Political Activities
- Court fees/costs
- Contributions and donations
- Fines and penalties
- Legislative expenses
- Entertainment expenses
- Fundraising costs, including costs of hosting events
- Cash reserves and endowment contributions
- Alcoholic beverages
- Sales tax for non-profit and governmental entities
- Goods and services for personal use
- Expenses outside of budgeted items
- Any other expenses LEO determines are ineligible

B. This Agreement does not commit the State of Michigan (State) or the

Department of Labor and Economic Opportunity (LEO) to approve requests for additional funds at any time.

- C. If applicable, Grantee will be reimbursed for travel costs including mileage, meals, and lodging, that are budgeted, incurred, and related to project activities provided under this Agreement.

1. If the Grantee has a documented policy related to travel reimbursement for employees, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

2. Federally funded Grantees must comply with Title 2 CRF 200.475.

3. State of Michigan travel rates may be found at the following website:https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html ,

4. International travel must be preapproved by the Department and itemized in the budget.

- D. A deviation allowance greater than 5% of the budget category amount will be allowed only with a formal grant amendment that must be signed by both the Grantor and Grantee.

A deviation allowance that is less than 5% is allowable without Department approval provided that they do not authorize new categories, subcontracts, equipment items, or positions not shown in the attached Program Budget Summary and supporting detail schedules.

1.3 Funding

Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time within the Agreement Period.

1.4 Amendments

- A. Amendments to the Budget or workplan will be valid only upon prior review by and written approval from the Department.
- B. Any amendment to this Agreement will be valid only if made in writing and executed by all parties to this Agreement.
- C. Any amendment proposed by the Grantee that would affect the Department's funding of any project must be submitted in writing to the Department immediately upon determining the need for such change.
- D. The Department has sole discretion to approve or deny an amendment request.
- E. Upon the Department's request and receipt of a proposed amendment, the Grantee must amend this Agreement.

1.5 Payment and Reimbursements

The maximum amount of grant funding is \$500,000.00 (Five Hundred Thousand and 00/100)

- A. Payments may be made upon submission of Grantee Financial Status Report (FSR) requests in EGrAMS <http://egram-mi.com/leo> indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. must be maintained for audit purposes for the full length of the Department's retention schedule, to comply with this Agreement.
- B. The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. Costs incurred engaging in lobbying activities, as defined in MCL 4.415(2), are not permitted or considered a reimbursable cost. The Grantee representative submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other bases for liability or guilt.
- C. FSRs must be submitted no later than 30 calendar days after the close of each month. The monthly FSRs must reflect total actual program expenditures up to the total agreement amount. Grantee's failure to meet financial reporting responsibilities as identified in this Agreement may result in the Department withholding future payments.
- D. The payment of the final grant amount will be made after completion of the project and after the Department has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.
- E. The Grantee is required by section 283a of the Management and Budget Act, MCL 18.1283a, to receive payments by electronic funds transfer.
- F. Operational Advance: Operational Advances require prior approval from Department. Specific Terms of the operational advance are included in Attachment E once the Department approves Public Act 279 of 1894, MCL 17.52 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.
- G. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct

Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

H. **Unobligated Funds**

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement unless the Department instructs otherwise.

I. **Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place before December 26, 2014.

1.6 Monitoring and Reporting Program Performance

A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

B. **Progress Reports.** The Grantee must submit to the Grant Administrator **Quarterly** progress reports in EGrAMS by the 15th day of the following month of the quarter's end. The progress report must include the following:

1. The percentage of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
2. A brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
3. A statement concerning any significant deviation from the previously agreed-upon Statement of Work.

C. The Grantee must submit a final report and do the following:

1. Submit the final report to the Grant Administrator for review no later than 30 calendar days after the close of the grant agreement period.
2. The final report must include the following information:
 - a. A summary of the project implementation plan and any deviations from the original project as proposed.
 - b. Accomplishments and problems experienced while carrying out the project activities.

- c. Coordinated efforts with other organizations to complete the project.
- d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
- e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
- f. Any experience in applying the project products and anticipated "next steps".
- g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Department.
See Section 1.2, Detailed Budget.

2.2 Delegation

Delegation is permitted only with the Department's approval. To delegate this agreement, by whole or part, the Grantee must:

- A. notify the Department at least 90 calendar days before the proposed delegation;
- B. provide a statement ensuring that no conflicts of interest or ethical concerns exist as described in Section 3.9 - Conflict and Ethics; and
- C. provide the Department any information it requests to determine whether the delegation is in its best interest.

2.3 Program Income/Interest Income

A. Program Income

All program income must be used before the submission of the final closeout report for the Fiscal Year (FY) for which program income was earned. All program income must be added into the program budget and used to further program objectives.

Program income means:

- i. Gross income received, and directly generated by a grant-supported activity, or earned only as a result of the grant agreement during the grant period;
- ii. income from fees for services performed from the use of rental of real or personal property acquired with grant funds;
- iii. income from the sale of commodities or items fabricated under a grant agreement; and
- iv. income from payments of principle and interest on loans made with grant funds.

Program income does not include other monetary sources, including but not limited to rebates, credits, discounts, refunds, or interest earned on any of these items.

"During the grant period" means the time between the effective date of the award and the ending date of the award reflected in the final closeout expenditure report.

B. Interest Income

- 1. Interest income earned by Grantee is not considered program income and must be identified and reported to LEO using Attachment D.
- 2. Interest income earned is due no later than the 20th calendar day after the end of the calendar quarter.
- 3. Remittance of interest income earned in excess of \$1,000 for grant

period must be remitted via check made payable to the "State of Michigan," along with a completed remittance submission form (Attachment D) to the following address:

State of Michigan Department of Labor and Economic Opportunity,
Finance PO Box 30823 Lansing, MI 48909

2.4 Share-in-savings

The Department will share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. The Department must approve any exception to this requirement in writing.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have the Department's prior written approval. Equipment means non-expendable personal property having a useful life of more than one year that costs \$10,000 or more per unit. Grantee will retain the equipment unless otherwise instructed at the time of approval.

2.7 Accounting

The Grantee must adhere to the Generally Accepted Accounting Principles and must maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. The Grantee's financial system must provide accurate, current, and complete disclosure of the financial results of the grant funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget. The Grantee must report expenditures on an accrual basis, at a minimum, quarterly.

2.8 Records Maintenance, Inspection, Examination, and Audit

The Department or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the Department or its designee, upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the Department and its authorized representatives or designees have the right to enter and inspect Grantee's premises

or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee and Grantee's parent, affiliate, or subsidiary organization and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance, which is one million dollars (\$1,000,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Insurance requirements

Grantee is responsible for carrying and maintaining insurance coverage as applicable to the projects in this Grant Agreement. All required insurance or self-insurance must:

- a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
- b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state.
- c. Require that subcontractors maintain the required insurances contained in this Section.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.

Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

3.0 Subcontractors

Subcontractor means a person or entity that is awarded a portion of this Grant by Grantee and is obliged to perform that specified portion of the Grant in accordance with the Grant's terms. For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any

subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.

2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. If a conflict between this Agreement and the provisions of the subcontract arise, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.
 6. That the Grantee will conduct monitoring, at least annually, to ensure that the subcontractor is in compliance with the grant agreement.
 7. Grantee is responsible for ensuring its subcontractors, if any, carry and maintain insurance coverage as applicable to the subcontracted service(s).

3.1 Procurement

The Grantee agrees that all procurement transactions involving the use of state funds in excess of \$5,000 must be conducted in a manner that provides maximum open and free competition i.e receiving multiple bids, quotes, and proposals to buy comparable goods and services. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Department before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.2 Liability

The Grantee, not the Department, is responsible for all liabilities because of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this

Agreement, if the liability is caused by the Grantee, any contractor or subcontractor, or anyone employed by the Grantee. The Department shall not be liable for any claims, judgments or costs merely by providing grant funding.

3.3 Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.4 Safety

The Grantee, and all subgrantees, are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee, are responsible for complying with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees, shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement. The Grantee, and all subgrantees, shall safeguard all assets and ensure they are used solely for authorized purposes.

3.5 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.6 Termination

A. Termination for Cause

The Department may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the Department:

- (a) endangers the value, integrity, or security of any location, data, or personnel;
- (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- (c) engages in any conduct that may expose the Department to liability;
- (d) breaches any of its material duties or obligations; or
- (e) fails to cure a breach within the time stated in a notice of breach; or
- (f) fails to meet any terms of the grant agreement.

Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the Department terminates this Grant under this Section, the Department will issue a termination notice specifying whether Grantee must:

- (a) cease performance immediately, or
- (b) continue to perform for a specified period.

If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The Department will only pay for amounts due to Grantee for Grant activities accepted by the Department on or before the date of termination, subject to the Department's right to set off any amounts owed by the Grantee for the Department's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the Department in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the Department incurs to procure the Grant activities from other sources.

B. Termination for Convenience

Either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date may terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the Department terminates this Grant for convenience, the Department will pay all allowable costs, as determined by the Department, for Department approved Grant Responsibilities.

C. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. During a stop work period, the Department will not pay for any activities, Grantee's incurred expenses or financial losses, or any compensation.

3.7 Reallocation or Termination of Funding

If the United States Treasury, State of Michigan legislature, or the State of Michigan government fails to provide or terminates the funding necessary for the Department to fund this Agreement, the Department may terminate this Agreement. Upon such termination of funding, the Department shall have no further obligation to provide Program Funds. Program awards will be revoked and the Program Funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes, or otherwise fails to cooperate with state partners in a manner sufficient to all state partners for the satisfactory completion of the project. Remaining Program Funds may be reallocated as the Department otherwise sees fit consistent with PA 5 of 2023.

3.8 Clawback Clause

The Department, in its discretion, has the right to recoup or clawback this Grant to collect any funds that are declined, unspent, or otherwise misused, unless otherwise indicated in this Agreement. Grantee must return any funds that become subject to recoupment or clawback.

3.9 Conflicts and Ethics

Grantee, Grantee's parent, affiliate, or subsidiary organization, and any subgrantee that performs Grant Activities in connection with this Grant must uphold high ethical standards and are prohibited from:

- (a) holding or acquiring an interest that would conflict with this Grant;
- (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant;
- (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant.

Grantee must immediately notify the Department of any violation or potential violation of these standards.

4.0 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Grantee and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Grant Agreement.

4.1 Unfair Labor Practices

Under MCL 423.324, the Department may void this Agreement if the name of the Grantee or the name of a subcontractor, manufacturer, or supplier of the Grantee subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

4.2 Prevailing Wage Act Statutory Provision

Grantee must comply with prevailing wage requirements to the extent applicable to this Agreement. As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 et seq., applies to this Grant, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Agreement. Any construction mechanic aggrieved by the failure of a Grantee or subcontractor to pay prevailing wages or benefits as specified in this Agreement, or by a violation of MCL 408.1107, in addition to any other remedies provided in that Act or by law, may bring an action in a court of competent jurisdiction against the Grantee or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and

attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act applies to this Agreement, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by the Grantee and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

4.3 Force Majeure

Neither party will be in breach of this Agreement because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the Department may immediately contract with a third party.

4.4 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without the prior written approval of the Department, and then only in accordance with the explicit written instructions of the Department.

4.5 Website Incorporation

The Department is not bound by any content on Grantee's website unless expressly incorporated into a term of this Agreement.

4.6 Certification Regarding Debarment

By signing this agreement, the Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee must attach an explanation to this Agreement.

4.7 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The Department has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee also certifies, to the best of his or her knowledge and belief, that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.8 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Grantee waives any objections, such as lack of personal jurisdiction or an inconvenient forum (i.e., forum non conveniens). Grantee must appoint an agent in Michigan to receive service of process.

4.9 Compliance with Laws

Grantee must comply with all federal, state, and local laws, rules, and regulations.

5.0 Disclosure of Litigation, or Other Proceeding

Grantee must notify the Department within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including:

- (a) a criminal Proceeding;
- (b) a parole or probation Proceeding;
- (c) a Proceeding under the Sarbanes-Oxley Act;
- (d) a civil Proceeding involving:
 - (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - (2) a governmental or public entity's claim or written allegation of fraud; or
 - (3) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

5.1 Assignment

Grantee may not assign this Grant to any other party without the Department's prior written approval. Upon written notice to Grantee, the Department, in its discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the Department determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation

and signatures, and continue to perform, with the third party, its Grant obligations.

5.2 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

5.3 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, not the Department, is responsible for the payment of wages, benefits, and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

5.4 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the Department's right to terminate the Grant.

5.5 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.6 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.7 Incorporation

All attachments, schedules, exhibits or other documents attached or referenced in this agreement are incorporated into this agreement and become terms of the agreement.

5.8 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature: *Gregory Rivet*

Date: 03/31/2026

Gregory Rivet Director

Executive Office

Department of Labor and Economic Opportunity

State of Michigan

Signature:

Date:

Authorized Official

City of Flint

GRANT NO. E20260096

ATTACHMENT A

Objective :	Complete Phases 2–4 of the full roof replacement to stabilize the building envelope and prevent further structural deterioration
Activity :	Execute construction contract amendments (if necessary) Obtain permits and schedule required inspections Remove existing roofing system down to structural decking Install insulation, drainage saddles, recovery board, modified bitumen system Install flashing, coping caps, drain pans, edge metal Secure 30-year manufacturer warranty Conduct final inspections and project close-out
Responsible Staff :	Christian Baldwin - Grants Management Officer, Lee Osborne - Fac. Maint. Op. Mgr
Date Range :	10/01/2025 - 09/30/2030
Expected Outcome :	Full completion of roof replacement (Phases 1–4 completed) Elimination of active leaks and water intrusion Stabilized building envelope with 30-year warranty protection
Measurement :	Certificate of completion Final building inspection approval Manufacturer-issued 30-year warranty Before/after condition documentation
Objective :	Restore elevator functionality and achieve ADA-compliant accessibility throughout the facility.
Activity :	Conduct elevator system assessment Procure contractor for repair/modernization Replace/upgrade mechanical and safety components as needed Complete required inspections and code compliance testing Obtain certification of operational safety and ADA compliance
Responsible Staff :	Christian Baldwin - Grants Management Officer, Lee Osborne - Fac. Maint. Op. Mgr
Date Range :	10/01/2025 - 09/30/2030
Expected Outcome :	Fully operational elevator ADA-compliant vertical access to all public levels Increased accessibility for individuals with disabilities, seniors, and families
Measurement :	Elevator inspection approval certificate ADA compliance verification Documentation of operational testing Removal of accessibility limitation notices (if applicable)

Objective : Prepare the facility for future interior rehabilitation and expanded community programming.

Activity : Stabilize building envelope (roof completion)

Restore vertical accessibility (elevator modernization)

Conduct final building condition assessment post-construction

Responsible Staff : Document readiness for interior refurbishment phase

Christian Baldwin - Grants Management Officer, Lee Osborne - Fac. Maint. Op. Mgr

Date Range : 10/01/2025 - 09/30/2030

Expected Outcome : Structurally sound and accessible facility

Reduced risk of future water damage

Facility ready for interior investment and expanded youth programming

Measurement : Post-project building assessment report

Programming readiness confirmation

Increased facility utilization capacity

ATTACHMENT B

PROGRAM FY26 One Time Enhancement Grant Program			DATE PREPARED 3/31/2026		
CONTRACTOR NAME City of Flint			BUDGET PERIOD From : 10/1/2025 To : 9/30/2030		
MAILING ADDRESS (Number and Street) 1101 S.Saginaw St.			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Flint	STATE MI	ZIP CODE 48502	FEDERAL ID NUMBER 38-6004611		

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salaries/Personnel	0.00	0.00	0.00	0.00
2	Fringe Benefits	0.00	0.00	0.00	0.00
3	Employee Travel and Training	0.00	0.00	0.00	0.00
4	Supplies and Materials	0.00	0.00	0.00	0.00
5	Subawards - Subrecipient Services	0.00	0.00	0.00	0.00
6	Contractual - Professional Services	500,000.00	500,000.00	0.00	0.00
7	Communications	0.00	0.00	0.00	0.00
8	Grantee Rent Costs	0.00	0.00	0.00	0.00
9	Space Costs	0.00	0.00	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00	0.00	0.00
11	Other	0.00	0.00	0.00	0.00
Total Program Expenses		500,000.00	500,000.00	0.00	0.00
TOTAL DIRECT EXPENSES		500,000.00	500,000.00	0.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan	0.00	0.00	0.00	0.00
Total Indirect Costs		0.00	0.00	0.00	0.00

	Category	Total	Amount	Cash	Inkind
	TOTAL INDIRECT EXPENSES	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	500,000.00	500,000.00	0.00	0.00

Attachment E - Program Specific Requirements
Attachment E - Program Specific Requirements

Legislatively Directed Spending Items Form
Legislatively Directed Spending Items Form



RESOLUTION NO.: 260242

PRESENTED: 7-22-2026

ADOPTED: _____

RESOLUTION BY CITY COUNCIL TO ACCEPT MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES (MDHHS) LEAD EDUCATION GRANT FOR \$75,000 AND AMEND THE 2025-2026 BUDGET TO ACCOMMODATE THESE FUNDS

BY THE CITY ADMINISTRATOR:

WHEREAS, On October 1, 2025, the City of Flint was awarded a grant in the amount of \$75,000.00, from the Michigan Department of Health and Human Services (MDHHS), Grant number LEAPA-2026. The grant covers a 12-month period and is allocated for the Lead Based Paint Hazard Control Program (LBPHC) (Performance period October 1, 2025 – September 30, 2026); and

WHEREAS, the primary strategy of the LEAP program is to educate Flint residents, including those currently on Medicaid and/or Medicare in homes where children under the age of eighteen reside, about lead & lead-based hazards in homes; and

WHEREAS, this Grant will be purposed toward funding a staff position whose purpose is to provide lead education and mitigation information via outreach and materials to said Flint residents; and

WHEREAS, educating residents regarding lead effects and mitigation will facilitate supplemental faucet replacement efforts by MDHHS; therefore,

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to, accept the MDHHS LEAPA-2026 Grant in an amount not to exceed \$75,000, accordingly amend the 2025-26 budget, appropriate grant funding for revenue and expenditures in future fiscal years toward lead education and mitigation via information via outreach, so long as funds are available from MDHHS, and abide by the terms and conditions of the LEAPA-2026 Grant, for the duration of the grant period from October 1, 2025-September 30, 2026.

Approved as to Form:

JoAnne Gurley, Chief Legal Officer

06/11/2026

Approved as to Finance:

Phillip Moore (Jun 15, 2026 10:53:40 EDT)

Phil Moore, Chief Financial Officer

Clyde D. Edwards / A0679

Clyde D. Edwards, City Administrator

City Council

DCH-1294, DATA USE AND NON-DISCLOSURE AGREEMENT CONCERNING PROTECTED HEALTH INFORMATION OR OTHER CONFIDENTIAL INFORMATION

Michigan Department of Health and Human Services (MDHHS)
(Revised 12-24)

Parties who are interested in acquiring data from the Michigan Department of Health and Human Services (MDHHS) may be required to complete and submit this application to Compliance & Data Governance. Depending on the nature of the data being requested, third parties may be required to share their security protocols and guidelines with MDHHS for review. In addition, there may be a need to satisfy certain Department of Technology, Management and Budget's (DTMB) security requirements to ensure that the data will be securely maintained by the data recipient, and also to ensure that any potential risk of a breach is minimized.

SECTION 1 – INSTRUCTIONS

1. Use this form if the data recipient is an entity outside of the State of Michigan government and is requesting MDHHS data.
2. Spell out all acronyms when initially referenced.
3. Complete and submit to MDHHS-DataRequests@michigan.gov within Compliance & Data Governance.
4. After the application is logged by Compliance & Data Governance, a review will be conducted. Be prepared for additional follow-up questions related to privacy or security.
5. This application is not an agreement until authorized by the Chief Compliance Officer and all signatures have been affixed. This agreement is subject to annual review and is valid for up to three years after CCO signature unless otherwise specified.

SECTION 2 – INFORMATION

Project Title

Lead Education & Faucet Replacement Program (LEAP) – Flint

Request Number

202501-8

Data Recipient

Michael O.D. Carpenter

Organization

City of Flint

Address

1101 S. Saginaw St

City

Flint

State

MI

Zip Code

48502

Phone Number

810-237-2019

Email Address

MCarpenter@cityofflint.com

In accordance with this agreement, data are provided to the Data Recipient by the Michigan Department of Health and Human Services (MDHHS) Sponsors' Bureau/Division on full execution of this agreement and full payment of fees as indicated below.

Fees

☐ Yes (see separate fee agreement)

☒ No

The parties agree to the provisions specified in this agreement, the Health Insurance Portability and Accountability Act (HIPAA), and all other applicable public health, research, and confidentiality laws.

SECTION 3 – DATA SOURCE AND MDHHS SPONSOR(S)

Identify the MDHHS program area(s) and MDHHS system(s) that serve as the Source of the Requested Data. (e.g., EMS Trauma and Preparedness and Michigan EMS Information System [MI-EMSIS])
Michigan Public Health Institute (MPHI) & Medical Services Administration are the sources of the requested data. The data is used by the grantee, City of Flint, to implement a lead education and faucet replacement program in Flint, Michigan.

The Lead Services Section shall also provide the Grantee access to the secured survey collecting tool RedCap to manage home visit and plumbing assessments required to be completed under this MDHHS LEAP grant.

Data provided under this Agreement will be used in a confidential manner in accordance with the provisions set forth in MCL 333.5473a.

Identify the MDHHS program sponsor(s) for the Requested Data. A sponsor is needed for each area providing data.

Sponsor

Brant Cole

Title/Program

Medicaid Systems Operations Director

Phone Number

517-243-5297

Email Address

coleb3@michigan.gov

Identify the MDHHS program sponsor(s) for the Requested Data. A sponsor is needed for each area providing data.

Sponsor

Carin Speidel

Title/Program

Division of Env't Health Director

Phone Number

517-243-6227

Email Address

SpeidelC@michigan.gov

SECTION 4 – DATA SOURCE, PURPOSE, USE, DESCRIPTION, APPROVAL (if human subject research)

What is the Data Recipient's Purpose for, and Specific Use of, the Data?

1. Describe with detail why these data are requested (e.g., Research, Statistics, Public Health, Health Care Operations, Administration of the Medicaid Program).
Lead Education & Faucet Replacement Program (LEAP) shall provide the Grantee a list of Medicaid enrolled households in the grantee service area. The list will be used to assist in outreach efforts and to verify eligibility for the program who seeks to serve Medicaid enrolled households only. The data is requested to serve public health needs around lead in water for identified high risk communities.

Grantee will complete all outreach efforts, including letter mailings, to eligible households living within targeted areas following MDHHS Engagement Protocol. Eligible households living within the service area that express an interest in the Program will be scheduled to receive a home visit plumbing

assessment through the grantee's LEAP program and may result in the household receiving a replacement faucet.

Access to the RedCap survey data system is requested for the purpose of collecting home visit and plumbing assessment data required for administration of MDHHS' LEAP grant.

2. Describe the law or regulation authorizing the use of the data, how the data will be used/disclosed, or incorporate by reference and attach a copy of the research protocol, work plan, or request letter that details the purpose and use of data, etc.
-

a. Legal Authority

Medicaid Conf Reg 42 CFR 431.300: MCL 333.5473a recognizes the importance of establishing programs that provide homeowners with the opportunity to learn about potential lead hazards and lead-safe practices. Lead-safe MDHHS-1294 (Rev. 9-23) Previous edition obsolete. 3 practices would include providing lead education and plumbing assessments as well as faucet replacements to reduce lead hazards. To supplement this law, the Grantee will be using Medicaid data to outreach and provide assessments for qualifying members of the public to receive education and lead safe faucets.

b. Data Use

The Medicaid address data received from MPHI will be shared through secured File Transfer Application (FTA) for use by MDHHS staff within Division of Environmental Health and the grantee. They will only receive data for their community and will use it to verify eligibility to participate in the grant program and services. The RedCap database is accessible via secured login. RedCap will be used as a survey collecting mechanism during grantee in-person home visits.

c. Attachment Name

3. Describe the data requested, addressing sections a.-h. below:
-

- a. Specify or attach a list of ALL data elements requested (e.g., age, gender, etc.) and time periods (e.g., January 2013 through January 2015).

MDHHS Division of Environmental Health LEAP program coordinators receive data monthly from Michigan Public Health Institute (MPHI). The address data for eligible households received from MPHI will be shared with the grantee via FTA. Data to be shared shall include the following (using the minimum necessary discretion to complete necessary outreach work): Medicaid beneficiary name, phone number, beneficiary ID, date of birth, age, street address, city, zip code, county, pregnancy status, water filter & faucet status, and lead services abatement status. We will begin sharing data 2/1/2025 and expect to continue monthly data sharing until the project completes in January of 2027.

- b. Specify if the data requested is identifiable, de-identified, or a limited data set as defined by HIPAA. Data from the LEAP Program is identifiable.
-

- c. Specify the medium requested (e.g., electronic, hard copy, etc.).

Electronically through the State of Michigan's FTA site.

d. Specify the method of data transfer from MDHHS to Data Recipient (e.g., DCH-File Transfer, MiEncrypt email, access to data warehouse, name of other SFTP being used, etc.).

The data will be electronically shared with the grantee's Program Director through secured FTA on a monthly basis.

e. Specify where and how the data will be stored and protected (e.g., encryption, password protected, access controlled, etc.).

The data will be stored in the secured FTA for the grantee to retrieve. Then, the grantee will password protect the downloaded Excel file by using at least 12 characters, combination of uppercase letters, lowercase letters, numbers, and symbols.

f. Specify how access to the data will be managed (e.g., describe your access management protocol, how is access to the data granted and terminated, etc.).

MDHHS Lead Services Section is managing access to the data via the FTA (i.e., MDHHS is providing the data (list of addresses) to grantee). Access to the data is only achievable if the recipient/grantee is an authorized/approved user with the FTA site. MDHHS Lead Services Section Program Coordinator will require grantee to request access to designated grantee FTA area for only individuals and roles specified below in section 3g. MDHHS Lead Services Program Coordinator will approve or deny access to individual in FTA system. MDHHS Program Coordinator will revoke access to the data by removing user from designated grantee FTA area if grantee employee is no longer employed there, no longer working on aforementioned grant or needs to be terminated from working with the program. Routine review of all users assigned/approved to access the FTA will be performed quarterly.

g. Specify with name and title of all whom will have access to the data.

2 individuals at City of Flint will have access to the data.

Michael Carpenter, Program Manager

Andrew Tolles, Program Assistant

h. Specify whether the data will be destroyed after it is no longer needed and provide an anticipated data destruction date. This includes all original files, copies made of the files, any derivatives or subsets of the files and any manipulated files. The requester may not retain any copies, derivatives, or manipulated files – held by all individuals who had access to, and from all the computers/storage devices where the files were processed/stored in accordance with the terms and conditions of the DUA. Data recipients may be asked to complete an MDHHS-5684, MDHHS Attestation of Data Destruction form and submit to MDHHS Compliance (MDHHS-Compliance-Office@michigan.gov) to verify destruction.

Data will be kept through project completion but no later than the agreement expiration (January 2027).

Research Project (Complete this box if requested data will be used for human subject research).

Is MDHHS Institutional Review Board (IRB) (human subjects research) approval required?

☐ Yes ☒ No

If yes, MDHHS Approval Number (Attach MDHHS Approval form).

Is a HIPAA Informed Consent/Authorization Waiver Required?

☐ Yes ☒ No

If yes, attach documentation of HIPAA Authorization/Informed Consent Waiver.

SECTION 5 – AGREEMENT CONDITIONS

With regard to data provided under this agreement, the Data Recipient agrees to:

1. Use and disclose the data only in accordance with this agreement, or as otherwise required by law.
2. Limit access to these data only to those described and authorized in this agreement; (MDHHS may require the specific identification of the person(s) or the agency/division/office that is permitted access. Identify if needed.)
3. Use appropriate safeguards to prevent use or disclosure of the information other than as provided by this agreement; (MDHHS sponsor may require description of the security procedures that will be in place and followed.)
4. Use of AI technology for any purpose connected with MDHHS data must be disclosed in detail within this agreement and be approved prior to sharing data. If you plan to use AI technology, provide a detailed purpose and description of use below, including the name and type of AI being used.
5. Ensure that any agent(s) or subcontractor(s) who access these data agree to the same restrictions and conditions that apply to the data recipient; (MDHHS sponsor may stipulate that release of data to a subcontractor cannot be done without the written authorization of MDHHS.)
6. Make no attempt to identify or contact the individuals, providers, or health plans within the data provided unless approved in this agreement; (Describe any agreed upon exceptions if needed.)
7. Data recipient must provide MDHHS at least thirty days to review and provide comments on papers, publications, or presentations that the data recipient plans to submit for publication or presentation. Data recipient agrees that it will not publish or disseminate any protected health information, personally identifiable information, or data that might make it possible, directly, or indirectly, to identify an individual. Data recipient must acknowledge the MDHHS program as appropriate (e.g., source of data, etc.), assume full responsibility for the analysis and interpretation of the data, and provide a copy of the publication or presentation to MDHHS. To the extent data recipient requires technical assistance in analyzing or interpreting the data and when such assistance goes beyond providing non-manipulated data, MDHHS reserves the right to request that these activities be considered a substantial contribution to the research being conducted and that the provision of such assistance may warrant MDHHS be considered as a research collaborator or co-author in any resulting publications or presentations.

-
8. Return or destroy all originals and copies of any potentially identifiable information upon completion of project, or upon request, unless otherwise approved in this agreement. This includes, but is not limited to magnetic tape, micro disk files, paper records, etc. If not returned to the MDHHS, then the data must be destroyed, e.g., use a CD/DVD shredder to destroy CD Roms, DVDs, etc., erase floppy/zip disks using a magnet, shred paper records, clean computer hard drives with a program designed to wipe a disk by overwriting, etc. MDHHS-5684, Affidavit of Destruction of all Department Data must be completed for data not returned to MDHHS.
-
9. Not use the data provided to engage in any method, act, or practice which constitutes a commercial solicitation or advertisement of goods, services, or real estate to consumers; and
-
10. Not present data received under this Agreement in a legal, administrative, or other action where such presentation will result in personally identifiable information of Data subjects being made public.
-
11. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Data Recipient or their third party that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data, the Data Recipient must (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or reimburse the State for any costs in notifying the affected individuals; in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; perform or take any other actions required to comply with applicable law as a result of the occurrence; pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence.

12. Upon written notice, at any time during the term of this Agreement, MDHHS and its authorized representatives shall have the right to audit and examine the security practices and procedures, facilities, resources, plans, procedures and books and records of the Data Recipient and any third-party representatives of the Data Recipient where MDHHS data (whether identifiable, de-identified, or a limited data set) has been requested and received by, or on behalf of, the Data Recipient. MDHHS shall have the right to audit, examine, and make copies of extracts from all related records in whatever form they may be kept, whether written, electronic, or other relating to or pertaining to this Agreement kept by or under the control of the Data Recipient, its employees, agents, assigns, successors, and subcontractors at the sole expense of the Data Recipient (except as otherwise provided in this Agreement). Such audit and examination rights shall be, at a minimum, for the purpose of verifying Data Recipient's compliance with this Agreement, including all applicable data protection requirements. Notwithstanding anything herein, in the event of a data security incident the Data Recipient shall and shall cause its third-party representatives to permit an audit hereunder more frequently than once per year, as may be requested by MDHHS. Data Recipient shall immediately correct any deficiencies identified by MDHHS. Failure or refusal to correct any identified deficiencies or failure or refusal to allow MDHHS to audit and examine in accordance with this Agreement may restrict the Data Recipient or the Data Recipient's third parties from future access to MDHHS data.

The MDHHS may cancel this agreement with proper notice.

The unauthorized use or disclosure of confidential information is punishable by imprisonment or fine or both under state and federal laws specific to the data released.

Do not affix signatures until review has been completed by MDHHS Compliance & Data Governance.

SECTION 6 – DATA RECIPIENT SIGNATURE

I, THE DATA RECIPIENT, HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE CONDITIONS.

Name of Responsible Data Recipient/authorized person

Michael O.D. Carpenter

Title

Program Manager

Email

MCarpenter@cityofflint.com

Signature and Date of Responsible Data Recipient

E-SIGNED by Michael Carpenter
on 2025-01-22 14:01:33 EST

SECTION 7 – MDHHS SPONSOR SIGNATURE

I, the MDHHS sponsor, understand the role and responsibilities of a sponsor and fully accept this role.

Name of Responsible MDHHS Sponsor

Brant Cole

Title

Medicaid System Ops Dir.

Signature and Date of Responsible MDHHS Sponsor

E-SIGNED by Brant Cole
on 2025-01-27 15:04:05 EST

MDHHS CHIEF COMPLIANCE OFFICER SIGNATURE

MDHHS Chief Compliance Officer

Tony Weber

Signature and Date of MDHHS Chief Compliance Officer

 E-SIGNED by Tony Weber
on 2025-01-28 08:29:32 EST

The Michigan Department of Health and Human Services (MDHHS) does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy.

AUTHORITY: This form is acceptable to the Michigan Department of Health and Human Services as compliant with HIPAA privacy regulations, 45 CFR Parts 160 and 164 as amended.

COMPLETION: Is required if disclosure is requested.



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: November 14, 2025

(Do Not Alter or modify this form without written permission from the City Administrator)

TODAY'S DATE: 2/17/2026

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: MDHHS Lead Education & Faucet Replacement Program

PREPARED BY: Michael O.D. Carpenter

VENDOR NAME: Michigan Department of Health & Human Services

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

Federal government	(All documentation current, no violations)	☐ YES ☐ NO
State government	(All documentation current, no violations)	☐ YES ☐ NO
City of Flint	(All documentation current, no violations)	☐ YES ☐ 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.

NOTE: Preparer MUST include a response to the conditions below:

- Did we do an assessment of first consideration to Internal City of Flint staff and resources (explain)?
- Why was this vendor chosen?
- What history does this vendor have with the City of Flint?
- What steps will be taken to do a post-performance of the vendor?

The Federal Lead Action Plan, developed by the Michigan Department of Health and Human Services, aims to reduce lead exposure through collaboration among local and state agencies. This initiative focuses on diminishing childhood exposure to lead from sources such as homes and drinking water faucets. As part of the plan, Medicaid-listed homeowners are provided with information about the dangers of lead exposure and its historical context.

The MDHHS Lead Education & Faucet Replacement program, funded by grant number LEAPA-2025, educates residents about lead hazards and facilitates the replacement of dangerous lead faucets in low-income housing.



CITY OF FLINT
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******* BELOW DESCRIBE THE VENDOR REVIEW PROCESS (VENDOR EVALUATION METHOD)**

--

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

Fiscal Year	Account	PO Number	FY PO Amount	FY Expensed	Resolution

--

Section III.



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: November 14, 2025

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

Our city is committed to improving living conditions and promoting healthy living for approximately 100 homes. We are utilizing MDHHS Dollars from the state for home faucet replacement and lead education for a safer way of living with hazards.

This program is for homes with pregnant individuals or children under six who are on the Medicaid list. This approach will ensure a safer and healthier environment for all our residents. It will also strengthen our partnership with MDHHS State PM's and open up more funding opportunities in the future.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

NOTE: Accountant MUST include the following information:

- What is the total amount budgeted for this purpose?
- What percentage is being spent with this vendor?
- What is the justification for spending this amount of money with this vendor?
- What percentage is being spent out of each line item used in this request?
- List all the known budgeted funds from that line item.

This \$75,000 grant is budgeted to cover wages and fringes for 2 health educators for 655 total hours, a program manager for 438 total hours, a financial officer for 195 total hours, an administrator for 97 total hours, and a secretary for 211 total hours. Additionally, \$13,500 is budgeted for software, \$1,000 is budgeted for medical supplies, \$300 is budgeted for a printer, and \$441 is budgeted for office supplies.



CITY OF FLINT

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BUDGETED EXPENDITURE? YES ☐ NO ☒ IF NO, PLEASE EXPLAIN: Resolution is to amend the FY26 budget to accept the grant revenues and expenditures according to the approved grant budget.

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor	WAGES	296-171.733-702.010	SDHHS - LEAP26	54,801.00
Mayor	UNEMPLOYMENT COMPENSATION (SUTA)	296-171.733-710.100	SDHHS - LEAP26	173.13
Mayor	FICA (SOCIAL SECURITY)	296-171.733-710.200	SDHHS - LEAP26	759.50
Mayor	MEDICARE	296-171.733-710.300	SDHHS - LEAP26	177.63
Mayor	WORKERS COMPENSATION	296-171.733-713.000	SDHHS - LEAP26	504.10
Mayor	EMPLOYER HEALTH CARE SAVINGS PLAN (HCSP)	296-171.733-714.300	SDHHS - LEAP26	351.37
Mayor	MERS HYBRID DEFINED CONTRIBUTION PENSION	296-171.733-716.100	SDHHS - LEAP26	482.12
Mayor	HEALTH INSURANCE PREMIUMS	296-171.733-718.010	SDHHS - LEAP26	1,543.24
Mayor	LIFE INSURANCE	296-171.733-718.300	SDHHS - LEAP26	22.47
Mayor	OPTICAL INSURANCE	296-171.733-718.400	SDHHS - LEAP26	5.30
Mayor	DENTAL INSURANCE	296-171.733-718.500	SDHHS - LEAP26	41.41



CITY OF FLINT
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Mayor			SDHHS	
	ACCRUED ABSENCES	296-171.733-719.100	-	
			LEAP26	97.62
Mayor			SDHHS	
	SUPPLIES	296-171.733-752.000	-	
			LEAP26	15,241.00
		FY26 GRAND TOTAL		\$75,000.00

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

BUDGET YEAR 1 _____

BUDGET YEAR 2 _____

BUDGET YEAR 3 _____

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

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

ACCOUNTING APPROVAL: 
Christian Baldwin (Feb 24, 2026 00:59:56 EST) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

Section V: RESOLUTION DEFENSE TEAM:

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



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: November 14, 2025

(Do Not Alter or modify this form without written permission from the City Administrator)

	NAME	PHONE NUMBER
1		
2		
3		

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

DEPARTMENT HEAD SIGNATURE: 
Michael Carpenter (Feb 24, 2026 11:07:47 EST)
(Name, Title)

ADMINISTRATION APPROVAL: 
Clyde Edwards (Feb 24, 2026 11:14:19 EST)
\$20,000 or above spending authorizations)

Signature: 
Clyde Edwards / A0679 (Jun 18, 2026 11:04:28 EDT)
Email: cedwards@cityofflint.com



260244

RESOLUTION NO.: _____

PRESENTED: 7-22-2026

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO AUTHORIZE FLINT FIRE DEPARTMENT TO SPEND AND PURCHASE
MOTOROLA SOLUTIONS, INC FIVE M2 PANEL MACH ALERT FOR FIVE FLINT FIRE
STATIONS IN THE AMOUNT OF \$137,118.33**

WHEREAS, the Flint Fire Department will be utilizing Motorola Solutions, Inc., a MiDeal Contract to purchase five MACH Alert M2 Radio Interface Controllers (M2-RIC) Panels at five Flint Fire Stations.

WHEREAS, the present alert system is over 25 years old and hardware components are out of date and in disrepair. Radio/alert connections between 800 MHz and PA system have shortages resulting in all emergency dispatch calls to alert firefighters and command staff over mobile and portable radios.

WHEREAS, the Flint Fire Department is requesting that Flint City Council approve funding in the amount of \$137,118.33 to Motorola Solutions, Inc., MiDeal Contract No. 190000001544 for the purchase of five MACH Alert M2 Radio Interface Controllers (M2-RIC) Panels at five Flint Fire Stations.

Funding is to come from the following Fire Department account

GL/ACCOUNT #	ACCOUNT NAME/GRANT CODE	AMOUNT
101-336.000-977.000	EQUIPMENT	\$137,118.33
	FY27 Grand Total	\$137,118.33

IT IS RESOLVED, that the appropriate City Officials are hereby authorized to do all things necessary, to approve spending from funding source account 101-336.000-977.000 in the amount of \$137,118.33.

BE IT FURTHER RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Motorola Solutions, Inc. in an amount Not-to-Exceed \$137,118.33 for the purchase of five MACH Alert M2 Radio Interface Controllers (M2-RIC) Panels at five Flint Fire Stations.

APPROVED AS TO FORM:

JoAnne Gurley, City Attorney

APPROVED AS TO FINANCE:

Phillip Moore (Jul 8, 2026 15:56:12 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards (Jul 9, 2026 16:14:39 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley, Purchasing Manager



STAFF REVIEW FORM

Effective: April 1, 2026

(Do not alter or modify this form without written permission from the City Administrator)

TODAY'S DATE: July 3, 2026
BID PROPOSAL #: _____
AGENDA ITEM TITLE: Mach Alert M2 Radio Interface Controllers (M2-RIC) Panels for Five Flint Fire Stations
PREPARED BY: Karen Shim, Flint Fire Department
VENDOR NAME: Motorola Solutions, Inc.

Section 1. BACKGROUND/SUMMARY OF PROPOSED ACTION..

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

Federal gov't	(All documentation current, no violations)	☒ YES ☐ NO
State gov't	(All documentation current, no violations)	☒ YES ☐ NO
City of Flint	(All documentation current, no violations)	☒ YES ☐ 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.

NOTE: Preparer **MUST** include a response to the conditions below:

- Did we do an assessment of first consideration to internal City of Flint staff and resources (explain)?
- Why was this vendor chosen?
- What history does this vendor have with the City of Flint?
- What steps will be taken to do a post-performance of the vendor?

An assessment of first consideration to internal City of Flint staff, Fire Chief Theron S. Wiggins and his command staff held meetings and discussions over the past two years, consulting with other vendors about upgrading the Flint Fire Department's alert system to newer and safer technology. Discussion revealed the urgent need to upgrade due to outdated connections between 800 MHz and the fire department's public announcement system, or PA system. Because of the outdated system, dispatched calls are presently announced over portable and mobile radios.

After consulting with various vendors, the decision was made to choose Motorola Solutions. Motorola provided the best overview for all fire station components and enhancements at a reasonable cost compared to other vendors. The Mach Alert M2 Panel being offered is ideal for fire stations with a Motorola base. It is designed for mission-critical use. The M2 Radio Interface Panel connects Motorola dispatch traffic to station alerting so calls are received and acted upon immediately. The new system will have heart saving tones (heart-smart alerts) from low to high, which is a modernized dispatch system designed to prevent sudden, dangerous spikes in a firefighter's heart rate when responding to an emergency.

Motorola Solutions, Inc. is the chosen vendor because they are the global leader in public safety and enterprise technology. They specialize in three primary areas, Critical Communications: Land mobile radio devices and networks, such as the APX and MOTOTRBO series, designed for mission-critical use by first responders and industrial workers, Video Security & Access Control and Command Center Software.



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The City of Flint has close to a decade of history and experience doing business with this vendor. The Flint Fire Department have always received discounted pricing and excellent service from Motorola Solutions, Inc. Post performance steps to be taken are to monitor the amount of time to receive ordered goods and installation, including the availability of customer service representatives and Motorola service technicians should any equipment fail or need repairing in the early stages after installing, and verify and test all operations of the components and panels to Genesee County 911 Dispatch Center ensuring the test alert works properly.

With a rich history of innovation since 1928, the mission of Motorola Solutions Inc. is to advance safety and security globally through an ecosystem of technologies that helps protect people, property and places. Motorola Solutions, Inc. (MSI) is a global leader in public safety and enterprise security technology, headquartered in Chicago, Illinois. Formed in 2011 after the split of the original Motorola, Inc., it serves as the legal successor to the parent company, while the mobile phone division (Motorola Mobility) was eventually acquired by Lenovo.

Motorola Solutions, Inc. builds and connects technologies to help protect people, property and places, enabling critical collaboration between public safety agencies and enterprises for a proactive approach to safety and security of nearly 100 years. Motorola Solutions, Inc. is one of the most trusted companies in America according to Forbes 2025. (Source: motorolasolutions.com)

Summary of Proposed Action:

The Flint Fire Department is requesting approval of a purchase order in the amount of \$137,118.93 to Motorola Solutions Inc., MI Deal Contract No. 190000001544 to purchase five (5) M2-RIC MACH Alert Panels for five (5) fire stations due to a much-needed upgrade of the current outdated alert system. Pricing includes Preventative Maintenance for five (5) years of the APX mobiles (autotune) and M2 Panels.

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

Fiscal Year	Account	PO Number	FY PO Amount	FY Expensed	Resolution
2026	101-336.000-977.000	26-009230	\$70,616.00	\$70,616.00	N/A
2026	101-336.000-977.000	26-009392	\$21,335.89	\$21,335.89	N/A
2013	279-737.160-977.000	13-001491	\$62,714.00	\$62,679.00	EM0332013



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The above allocations to Motorola Solutions were for the purchase of new 800MHz portable radios. The Flint Fire Department has no previous allocations with Motorola Solutions, Inc. for an alert system.

Section 3. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS..

The benefit to City Operations is that "heart smart" alerts will benefit Flint Firefighters by protecting their cardiovascular health through receiving gentler, stress-reducing station alarms when dispatching them to an emergency. Heart smart alerting decreases long-term risk by reducing daily dispatch-induced stress and helps to mitigate the long-term risk of hypertension and heart disease, which remains the leading cause of line-of-duty deaths for firefighters.

Section 4. FINANCIAL IMPLICATIONS..

IF ARPA related Expenditure:

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

NOTE: Accountant MUST include the following information:

- What is the total amount budgeted for this purpose?
- What percentage is being spent with this vendor?
- What is the justification for spending this amount of money with this vendor?
- What percentage is being spent out of each line item used in this request?
- List all the known budgeted funds from that line item.

The total amount budgeted for this purpose is \$137,118.33. The percentage being spent with this vendor is 24.9%. The justification for spending this amount with the vendor is the critical emergent need to update the current outdated alerting system for all Flint Fire Stations receiving dispatched emergency response calls. The total amount currently spent on each line item is a total is the 22.1% used but does not include the 24.9% for this purchase. Budgeted funds for all line items from the below named GL account are derived from the General Fund.

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

Dept.	Name of Account	Account Number	Grant CODE	Amount
Fire	Equipment	101-336.000-977.000		\$137,118.33
FY27 GRAND TOTAL				\$137,118.33



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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: 270011881

ACCOUNTING APPROVAL: Karen Shim Date: July 3, 2026

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

Section 5. RESOLUTION DEFENSE TEAM..

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

	NAME	PHONE NUMBER
1	Frederick Presswood	810-762-7336
2	Theron S. Wiggins	810-762-7336
3		
4		

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

DEPARTMENT HEAD SIGNATURE:

Theron S. Wiggins
Theron S. Wiggins (JUL 8 '2026 08:41:03 EDT)

Theron S. Wiggins, Fire Chief

ADMINISTRATION APPROVAL:

(\$20,000 or above spending authorizations)

CDE
CDE/Edwards (JUL 8 '2026 08:41:03 EDT)



STAFF REVIEW FORM

Effective: April 1, 2026

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Section 6. VENDOR EVALUATION..

Business Title:

Motorola Solutions
Inc

Vendor ID:

0000000684

Review Period:

7/3/26 – 12/31/26

Department:

Fire

Project Name:

M2 Panel Mach
Alert Solution for
Five Fire Stations

Project Type:

Alert Installation

Vendor Goals:

The vendor goals expected with Motorola Solutions, Inc are as follows:

1. Delivery time of Mach Alert Panels, components and hardware
2. Installation time for five fire stations
3. Fabricate and quality control and test five Mach Alert M2-RIC Panel
4. Verify and test all operations of the M2-RIC panel from the Dispatch Center Radio Console to ensure working properly
5. Effective and responsive communication with the vendor and/or their technicians
6. Available to provide emergency repair support for Motorola equipment
7. Adheres to contractual requirements (MI Deal Contract No. 190000001544)
8. Maintain business partnership with Motorola Solutions Inc and City of Flint Municipality

1 = Poor 2 = Fair 3 = Sufficient 4 = Good 5 = Excellent

Job Knowledge:	☐	☐	☐	☐	☒
Work Quality:	☐	☐	☐	☐	☒
Timeliness:	☐	☐	☐	☐	☒



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Compliance with Contract:	☐	☐	☐	☐	☒
Warranty (If Product):	☐	☐	☐	☐	☒
Responsiveness:	☐	☐	☐	☐	☒
Cost Effectiveness:	☐	☐	☐	☐	☒
Dependability:	☐	☐	☐	☐	☒
Total Performance:	☐	☐	☐	☐	☒
Overall Rating:	☐	☐	☐	☐	☒

DEFECTS (IF ANY): ☐ IF CHECKED, PLEASE EXPLAIN:

--

Performance / Other Comments:

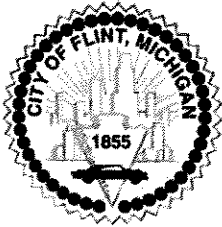
The vendor is responsive, maintains excellent communication and provides support for the Flint Fire Department's radio communication needs and maintenance repairs.

REVIEWER'S SIGNATURE:

Karen Shim

Date:

July 3, 2026



RESOLUTION NO.: 260245
PRESENTED: 7-22-2026
ADOPTED: _____

**RESOLUTION TO APPROVE HOLDING A PUBLIC HEARING FOR THE REZONING
OF 8 PARCELS OF LAND FOR THE FOOD BANK OF EASTERN MICHIGAN ON
LAPEER ROAD**

BY THE CITY ADMINISTRATOR:

The City of Flint desires to provide due notice to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to rezone 8 parcels of land located at 2017, 2211, 2300, 2313 Lapeer Rd. and 4 parcels (no address) from Tn 2. Traditional Neighborhood Medium Density district to CE, Commerce and Employment.

The Petitioner, The Food Bank of Eastern Michigan, seeks to rezone these 8 parcels to allow renovation and expansion to be permitted for the non-profit business without the need for variances.

The Planning Commission held a public hearing on April 14th, 2026, to hear from the community on the proposed rezone.

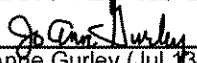
Pursuant to Section 42-25 of the Flint City Code, City Council shall hold a public hearing to hear any objections to the proposed rezone, for a time not less than four weeks on when objections are to be heard.

The Planning and Development Department requests that this Honorable Body approve holding a public hearing for the rezone of the properties located at 2312, 2300, 2313, 2017 Lapeer Rd. and 4 parcels 41-17-326-016, 41-17-327-017, 41-17-327-019, and 41-17-327-022 Lapeer Rd.

THEREFORE, IT IS RESOLVED that a public hearing to consider the rezone of the parcels located at 2312, 2211, 2017, and 2300 Lapeer Rd. 41-17-326-016, 41-17-327-017, 41-17-327-019, and 41-17-327-022 Lapeer Rd. shall be held on the _____ day of _____, 2026 at _____, in the City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw St., Flint, Michigan.

IT IS FURTHER RESOLVED that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than two (2) weeks prior before the said hearing.

APPROVED AS TO FORM:


JoAnne Gurley (Jul 13, 2026 12:11:26 EDT)
JoAnne Gurley, Chief Legal Officer

APPROVED BY CITY COUNCIL:



FOR THE CITY OF FLINT:

Clyde Edwards/ A0691 (Jul 14, 2026 13:28:06 EDT)

Clyde Edwards, City Administrator

RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

ORDINANCE NO. _____

An Ordinance to amend the Zoning Map of the City of Flint within Chapter 50 of the City of Flint Code of Ordinances being the Zoning Ordinance.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. The Zoning Map of the City of Flint is hereby amended to rezone the following parcels of land from TN-2 (Traditional Neighborhood – Medium Density) to CE (Commerce and Employment), per §50-15(C).

The lands referred to are located in the State of Michigan, County of Genesee, and described as follows:

PID # 41-17-327-018

WOODLAWN PARK LOTS 166 THRU 169 INCL; ALSO LOTS 164 AND 165 EXC BEG AT SW COR OF SD LOT 164; TH NLY ALG WLY LINE OF SD LOT 164, 25 FT; TH ELY TO A PT ON ELY LINE OF SD LOT 165, 15 FT NLY FROM SELY COR OF SD LOT; TH SLY ALG SD ELY LINE OF LOT 165, 15 FT TO SELY COR OF SD LOT; TH WLY ALG SLY LINE OF SD LOTS 165 AND 164 TO P.O.B. ALSO THE EAST 1/2 OF THAT PART OF VACATED HOWARD AVE ADJACENT TO PARCEL.

More commonly known as 2017 Lapeer Rd, Flint, Michigan 48503.

PID # 41-17-327-020

UNPLATTED PART OF NE 1/4 OF SW 1/4 OF SEC 17, T7N, R7E. BEG AT A PT ON E & W 1/4 LINE OF SD SEC, 581.85 FT WLY FROM INT 1/4 COR OF SD SEC; TH WLY ALG SD E & W 1/4 LINE 484.55 FT TO ELY LINE OF WOODLAWN PARK SUBD; TH SLY ALG SD ELY LINE 563.04 FT TO NLY LINE OF LAPEER RD; TH ELY ALG SD NLY LINE 453.15 FT; TH NLY = WITH N & S 1/4 LINE OF SD SEC, 95 FT; TH ELY = WITH SD NLY LINE 40 FT; TH NLY 460.02 FT TO POB; EXC THAT PART LYING NLY OF FOLL DESC LINE: COM AT SWLY COR OF LOT 115 OF SD SUBD; TH N 0 DEG 39 MIN 46 SEC W, 84.18 FT; TH N 89 DEG 20 MIN 14 SEC E, 1171.71 FT; TH S 0 DEG 39 MIN 46 SEC E, 63 FT FOR POB; TH N 82 DEG 37 MIN 00 SEC E, 246.95 FT; TH ALG A CURVE TO THE LEFT HAVING A RADIUS OF 2338.83 FT, A LONG CHORD BEARING N 79 DEG 46 MIN 59 SEC E, AN ARC DIST OF 288.60 FT; TH N 86 DEG 56 MIN 20 SEC E, 101.76 FT TO POE

More commonly known as 2211 Lapeer Rd, Flint, Michigan 48503

PID # 41-17-326-016

WOODLAWN PARK THAT PART OF LOTS 170, 172, 173 AND 174 LYING SLY OF FOLL DESC LINE: COMM AT SWLY COR OF LOT 115 OF SD SUBDIVISION; TH N 00 DEG 39 MIN 46 SEC W, A DISTANCE OF 84.18 FT; TH N 89 DEG 20 MIN 14 SEC E, A DISTANCE OF 469.48 FT; TH S 00 DEG 39 MIN 46 SEC E, A DISTANCE OF 96 FT TO THE POB; TH N 86 DEG 38 MIN 48 SEC E, A DISTANCE OF 703.01 FT; TH N 81 DEG 27 MIN 30 SEC E, A DISTANCE OF 247.06 FT TO POE ALSO THE EAST 1/2 OF THAT PART OF VACATED HOWARD AVE ADJACENT TO PARCEL

More commonly known as V/L Howard Ave, Flint, Michigan 48503

PID # 41-17-327-017

WOODLAWN PARK LOTS 162 AND 163 EXC SLY 25 FT; ALSO THE EAST 1/2 OF THAT PART OF VACATED HOWARD AVE ADJACENT TO PARCEL

More commonly known as V/L Lapeer Rd, Flint, Michigan 48503

PID # 41-17-327-019

WOODLAWN PARK SLY 25 FT OF LOTS 162 AND 163; ALSO PART OF LOTS 164 AND 165 DESC AS: BEG AT SW COR OF SD LOT 164; TH NLY ALG WLY LINE OF SD LOT 164, 25 FT; TH ELY TO A PT ON ELY LINE OF SD LOT 165, 15 FT NLY FROM SELY COR OF SD LOT; TH SLY ALG SD ELY LINE OF LOT 165, 15 FT TO SELY COR OF SD LOT; TH WLY ALG SLY LINE OF SD LOTS 165 AND 164 TO P.O.B. ALSO THE EAST 1/2 OF THAT PART OF VACATED HOWARD AVE ADJACENT TO PARCEL.

More commonly known as V/L Lapeer Rd, Flint, Michigan 48503

PID # 41-17-327-022

UNPLATTED A PARCEL OF LAND BEG S 73 DEG 48 MIN 52 SEC W 368.37 FROM INT 1/4 COR OF SEC 17 T7N R7E. (WHICH IS A POINT ON THE SLY ROW LINE OF I-69) TH S 01 DEG 58 MIN 08 SEC E 329.71 FT TO A POINT WHICH IS 110.0 FT (MEASURED @ RT ANGLES NWLY OF C/L OF NLY TRACT OF GTW RR MAINLINE); TH S 58 DEG 22 MIN 56 SEC W = WITH SD NLY TRACK, 252.59 FT TO NLY ROW OF LAPEER RD; TH S 88 DEG 08 MIN 13 SEC W 45.68 FT; TH N 1 DEG 50 MIN 42 SEC W 95.0 FT; TH N 89 DEG 08 MIN 00 SEC E = WITH E & W 1/4 LINE 40.0 FT; TH N 01 DEG 58 MIN 08 SEC W 327.17 FT TO SLY ROW OF I-69; TH ALG SLY ROW LINE N 86 DEG 56 MIN 52 SEC E 101.67 FT (PREV DESC AS 101.76 FT); TH N 73 DEG 48 MIN 52 SEC E 127.25 FT TO POB.

More commonly known as V/L Lapeer Rd, Flint, Michigan 48503

PID # 41-17-330-020

UNPLATTED. PART OF THE SW 1/4 OF FRAC SEC 17, T7N, R7E, DESC AS COMM AT THE INT OF LAPEER RD WITH THE N & S 1/4 LINE OF SD SEC; TH DUE S ALG SD 1/4 LINE 40 FT; TH S 89 DEG 52 MIN W ALG SLY LINE OF LAPEER RD, 312.77 FT FOR POB; TH CONTG ALG SD S LINE 50 FT, TO A PT ON THE ELY ROW OF GTRR; TH S 60 DEG 08 MIN W ALG SD ROW, 500.41 FT, TH ON A CURVE TO LEFT, RAD 922.40 FT, CHORD BEARING S 21 DEG 42 MIN 24 SEC E 266.94 FT, TH S 89 DEG 39 MIN E 260.09 FT, TH N 0 DEG 08 MIN W 88.62 FT, TH S 89 DEG 52 MIN W 3.70 FT, TH N 0 DEG 08 MIN W 314.25 FT, TH N 43 DEG 22 MIN 24 SEC E 37.94 FT, TH N 55 DEG 32 MIN 38 SEC E 67.94 FT, TH N 89 DEG 52 MIN E 48.94 FT, TH N O DEG 08 MIN W 31.16 FT TO POB.

More Commonly known as 2300 Lapeer Rd, Flint, Michigan 48503

PID # 41-17-330-024

UNPLATTED. PART OF SW 1/4 OF FRAC SEC 17, T7N, R7E, DESC AS: COM AT INTERSEC OF C. L. OF LAPEER RD WITH N & S 1/4 LINE OF SD SEC; TH DUE S ALG SD 1/4 LINE, 40 FT; TH S 89 DEG 52 MIN W, 40 FT FOR POB; TH S 89 DEG 52 MIN W, 272.77 FT; TH S 0 DEG 08 MIN E, 150 FT; TH N 89 DEG 52 MIN E, 100 FT; TH S 0 DEG 08 MIN E, 301 FT; TH N 89 DEG 52 MIN E, 37.85 FT; TH S 0 DEG 08 MIN E, 50.05 FT; TH N 89 DEG 39 MIN E, 113.15 FT TO THE W LINE OF VAC BURR DR; TH N ALG SD W LINE 322 FT; TH N 89 DEG 52 MIN E, 16.5 FT; TH NLY 180 FT TO POB.

More commonly known as 2312 Lapeer Rd, Flint, Michigan 48503

Sec. 2. This ordinance shall become effective seven (7) days after publication in a newspaper of general circulation in the City of Flint by Zoning Division staff, to be noticed no later than fifteen (15) days after adoption by City Council.

Adopted this _____ day of _____, 2026.

FOR THE CITY:

For the City Council

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

JoAnne Gurley, City Attorney

CITY OF FLINT
DEPT. OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Memorandum

To: Clyde Edwards, City Administrator, Flint City Council

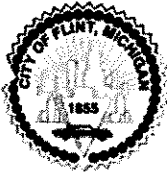
From: Montel Menifee, Deputy Director of Business Services

Subject: RZ 26-01 – Rezoning of Eight (8) Parcels of Land Owned by The Food Bank of Eastern Michigan

At the April 14th, 2026 City of Flint Planning Commission meeting The Food Bank of Eastern Michigan petitioned the Planning Commission to rezone the below, eight (8) parcels of land located along the Lapeer Rd corridor, west of S. Dort Highway from the TN-2, Traditional Neighborhood – Medium Density district to the CE, Commerce Employment district.

- 2017 LAPEER RD (41-17-327-018)
- 2211 LAPEER RD (41-17-327-020)
- NO ADDRESS LAPEER RD (41-17-326-016)
- NO ADDRESS LAPEER RD (41-17-327-017)
- NO ADDRESS LAPEER RD (41-17-327-019)
- NO ADDRESS LAPEER RD (41-17-327-022)
- 2300 LAPEER RD (41-17-330-020)
- 2312 LAPEER RD (41-17-330-024)

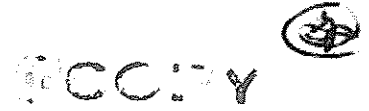
The Food Bank of Eastern Michigan's rezoning petition was made to align the zoning of the aforementioned eight (8) parcels of land with that of the parcels of land with similar uses that are zoned CE, Commerce & Employment along the Lapeer Rd corridor west of S. Dort Highway and to avoid needing to seek relief in the form of (a) variance(s) in order to redevelop the existing warehouse and office building located at 2211 Lapeer Rd.



Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

FLINT CITY CLERK'S OFFICE
RECEIVED 2026 APR 29 AM 11:37



Final Report

April 22nd, 2026

To: City of Flint Planning Commission

From: Brian Acheff, Zoning Coordinator

RE: RZ 26-01 Final Report

RZ 26-01, a petition to rezone eight (8) parcels of land along the Lapeer Rd corridor (*listed below*) from the TN-2, Traditional Neighborhood-Medium Density district to the CE, Commerce and Employment district was heard and evaluated before the Planning Commission (Commission) at its April 14th, 2026, meeting.

- 2017 LAPEER RD (41-17-327-018)
- 2211 LAPEER RD (41-17-327-020)
- NO ADDRESS LAPEER RD (41-17-326-016)
- NO ADDRESS LAPEER RD (41-17-327-017)
- NO ADDRESS LAPEER RD (41-17-327-019)
- NO ADDRESS LAPEER RD (41-17-327-022)
- 2300 LAPEER RD (41-17-330-020)
- 2312 LAPEER RD (41-17-330-024)

At the aforementioned Planning Commission meeting, the Commission found that the petition satisfied the applicable review criteria to approve the petition and to make a final recommendation to City Council to approve RZ 26-01 by ordinance and therefore, the Commission shall certify its findings and the Commission Chair affix their signature to this final report as required per §50-191(G) of the City of Flint zoning ordinance.

Summary of Public Comments

During the public hearing for RZ 26-02 on April 14th, 2026, the Planning Commission opened the floor for public comment; three (3) members of the public spoke against RZ 26-01 during this time. A summary of their comments can be found in the attached April 14th, 2026, Planning Commission meeting minutes.

§50-191(G) of the City of Flint zoning ordinance states that "After completion of the hearing before the Planning Commission, the Planning Commission shall prepare its final report and recommendation and submit the same to the City Council at its first regular meeting in the fourth week following the meeting of the Planning Commission at which such report is made final. If there is no regular meeting of the City Council in the fourth week, then the final report shall be received at the next regularly scheduled meeting. The receipt of the final report shall be noticed in the minutes of the City Council."



Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Planning Commission Action RZ 26-01 | Rezoning Petition

The City of Flint Planning Commission (Commission) at its meeting on April 14th, 2026, moved to approved and positively recommend to the City of Flint, City Council (City Council) to approve by ordinance the petition RZ 26-01, a petition to rezone eight (8) parcels of land located along the Lapeer Rd corridor (*listed below*) from the TN-2, Traditional Neighborhood-Medium Density district to the CE, Commerce and Employment district.

- 2017 LAPEER RD (41-17-327-018)
- 2211 LAPEER RD (41-17-327-020)
- NO ADDRESS LAPEER RD (41-17-326-016)
- NO ADDRESS LAPEER RD (41-17-327-017)
- NO ADDRESS LAPEER RD (41-17-327-019)
- NO ADDRESS LAPEER RD (41-17-327-022)
- 2300 LAPEER RD (41-17-330-020)
- 2312 LAPEER RD (41-17-330-024)

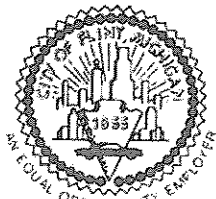
Based on the above findings the Commission hereby certifies its findings as the final report to City Council on this 25 day of April of 2026, satisfying §50-191(G) of the City of Flint zoning ordinance.

Attachments

1. RZ 26-01 Staff Report from April 14th, 2026, Planning Commission Meeting
2. April 14th, 2026, Planning Commission Meeting Minutes


Robert Wesley
Plan Commission Chairman


Brian Acheff
Zoning Coordinator



Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

RZ 26-01 Staff Report

Board / Commission:	City of Flint Planning Commission
Meeting Date:	Tuesday, April 14 th , 2026
Meeting Location:	1101 S Saginaw St, Flint, MI 48502
File Number:	RZ 26-01
Petition Type(s):	Zoning Map Amendment (Rezoning)
Applicant:	The Food Bank of Eastern Michigan
Location:	***Several Parcels, Reference the Request Section of this Report***
Parcel ID (PID)	***Several Parcels, Reference the Request Section of this Report***
Ward:	7
Land Area:	48.21 acres (2,100,027 square feet)
Previous Zoning:	D6, General Highway Commercial Services
Existing Zoning:	TN-2, Traditional Neighborhood – Medium Density
Proposed Zoning:	CE, Commerce and Employment

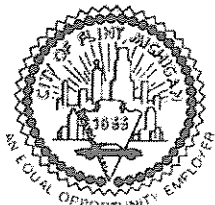
Request:

The applicant The Food Bank of Eastern Michigan (TFBEM) is petitioning the City of Flint Planning Commission (Commission) for approval and recommendation to Flint City Council to rezone the following parcels of land from the TN-2, Traditional Neighborhood – Medium Density district to the CE, Commerce and Employment district:

- 2017 LAPEER RD (41-17-327-018)
- 2211 LAPEER RD (41-17-327-020)
- NO ADDRESS LAPEER RD (41-17-326-016)
- NO ADDRESS LAPEER RD (41-17-327-017)
- NO ADDRESS LAPEER RD (41-17-327-019)
- NO ADDRESS LAPEER RD (41-17-327-022)
- 2300 LAPEER RD (41-17-330-020)
- 2312 LAPEER RD (41-17-330-024)

Petition Background:

The intent of RZ 26-01, is to align the zoning of the subject parcels of land with that of the other commercial and industrial parcels along Lapeer Rd, and so the TFBEM facilities located at 2211, 2300, and 2312 Lapeer Rd will no longer be legal-nonconforming uses, thus eliminating the need for TFBEM to seek approval of variances to expand. Specifically, the subject rezoning request stems from the applicant's intent to redevelop the facility located at 2211 Lapeer Rd, though due to the legal-nonconforming use status, TFBEM would be required to seek variances to do so; the use of the facility located at 2211 Lapeer Rd is for "Warehousing, Storage" and "General Professional Office" which are permitted in the proposed Commerce and Employment district.



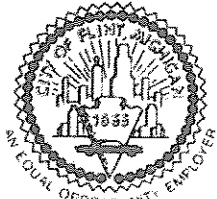
Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Property Background:

Prior to the adoption of the current zoning ordinance, all but one (1) of the subject parcels of land were zoned either D-6, General & Highway Commercial-Services district, or E, Heavy Commercial-Limited Manufacturing district under the previous 1968 version of the zoning ordinance, which allowed by right "Wholesale and Warehouse" uses; the "Wholesale and Warehouse" use designation from the previous 1968 version of the zoning ordinance is equivalent to the "Warehousing, Storage" use designation of the current version of the zoning ordinance.

<u>Address</u>	<u>Parcel Number</u>	<u>Past Zoning</u>
2017 Lapeer Rd	41-17-327-018	E, Heavy Commercial-Limited Manufacturing
2211 Lapeer Rd	41-17-327-020	E, Heavy Commercial-Limited Manufacturing
No Address	41-17-326-016	B, Two-Family
No Address	41-17-327-017	E, Heavy Commercial-Limited Manufacturing
No Address	41-17-327-019	E, Heavy Commercial-Limited Manufacturing
No Address	41-17-327-022	E, Heavy Commercial-Limited Manufacturing
2300 Lapeer Rd	41-17-330-020	D-6, General & Highway Commercial-Services
2312 Lapeer Rd	41-17-330-024	D-6, General & Highway Commercial-Services



Sheldon Neeley,
Mayor

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DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Further, of the subject parcels being proposed for rezoning, half are part of the "Woodlawn Park" platted subdivision and half are part of unplatted, subdivided land

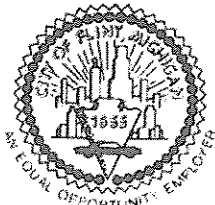
Woodlawn Park Platted Subdivision

- 2017 LAPEER RD (41-17-327-018)
- NO ADDRESS LAPEER RD (41-17-326-016)
- NO ADDRESS LAPEER RD (41-17-327-017)
- NO ADDRESS LAPEER RD (41-17-327-019)

Unplatted Subdivided Land

- 2211 LAPEER RD (41-17-327-020)
- NO ADDRESS LAPEER RD (41-17-327-022)
- 2300 LAPEER RD (41-17-330-020)
- 2312 LAPEER RD (41-17-330-024)

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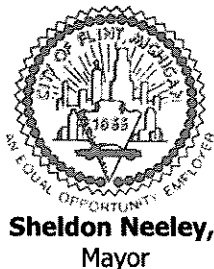


Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Planning Process - Article 17 Procedural Overview:

1. The applicant submits an application, initiating the Zoning Map Amendment process (**Article 17, §50-191(B)**).
2. **Zoning Coordinator (Article 17, §50-191(E)):**
 - a. Reviews the proposed amendment and/or;
 - b. Prepares a report that provides an overview of the proposed map amendment.
 - c. Makes a recommendation regarding the proposed map amendment.
3. **Notice and Hearing (Article 17, §50-191(F)):**
 - a. The Planning Commission shall hear the proposed map amendment for investigation and study.
 - b. The Planning Commission shall prepare a report and recommendation regarding their findings.
 - c. Once ready to do so the Planning Commission shall notice for and hold a public hearing on the proposed map amendment.
4. **Planning Commission Action (Article 17, §50-191(G)):**
 - a. After completion of the public hearing regarding the proposed text amendment the Planning Commission shall prepare its final report and recommendation.
 - b. The Planning Commission shall submit its final report and recommendation to City Council at City Council's first regular meeting four weeks following the completion of the public hearing before the Planning Commission regarding the proposed map amendment.
5. **City Council Action (Article 17, §50-191(H)):**
 - a. City Council shall hear the proposed map amendment and approve, deny or table the petition based on the report and recommendation from the Planning Commission.
 - b. City Council shall hand down a determination within six (6) months of receiving a recommendation from the Planning Commission.
6. **Approval Criteria (Article 17, §50-191(I)):**
 - a. The proposed map amendment shall be consistent with the intent and purpose of the Imagine Flint Comprehensive Plan.
7. **Adoption and Effective Date (P.A. 110 of 2006, MCL 125.3401(6)&(7)):**
 - a. Follow adoption of the proposed map amendment by City Council a notice of ordinance adoption shall be published in a newspaper of general circulation in the local unit of government within 15 days after adoption.
 - b. 7 days after the after the required publication, as mentioned above, the adopted map amendment and updated zoning ordinance shall take effect.



CITY OF FLINT
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Zoning Map Amendment Standards for Review:

When taking action on a Zoning Map Amendment (rezoning) petition, the Commission shall base its decision by paying regard to the provision outlined **Article 17, §50-191(I) – Approval Criteria**, which states that *"No proposed amendment, supplement, change, modification or repeal shall be approved that is inconsistent with the Master Plan, except in unique circumstances where there has been a substantial change in conditions or policies, or a case-specific mistake is found within the Master Plan."*; further the Commission shall pay regard to an applicant's responses the questions outlined in the application for rezoning; see the following responses regarding the questions outlined in the rezoning application:

Applicant responses are in **BLUE**.

Staff findings are in **BLACK**.

1. Please describe how the rezoning is consistent with the Master Plan.

"Commerce and Employment Centers are areas where the development pattern is focused around a community anchor such as a large employer, regional commercial center, or a cluster of smaller employment-related uses. Commerce and Employment Centers can attract a significant number of workers and visitors from outside of the community." - quote from master plan excerpt CE. The Food Bank of Eastern Michigan meets this criteria. See attached 11"x17" exhibit."

The City of Flint – Imagine Flint Plan, Placed Based Land-Use Map (p.42) shows that the recommended zoning/land-use of the subject property is Traditional Neighborhood, and does not specify the density. Rezoning the property from TN-2 to CE is not consistent with the Future Land Use Map, though would allow The Food Bank of Eastern Michigan to expand their facilities without the need for a use variance.

2. Please describe any unique circumstances where there has been a substantial change in conditions or policies that necessitate the rezoning.

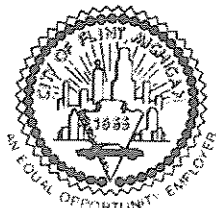
"Correcting an oversight of parcels not updated to the CE corridor. Historical zoning prior to the TN-2 designation was D6 (general highway commercial service) and E (heavy commercial limited manufacturing). The parcels being requested have been both in existence and in continuous use and would be permitted by the CE zoning."

With the adoption of the Imagine Flint Place Based Land Use Plan came many instances of corridors within the City being inappropriately zoned, so much that in 2023 the City rezoned over eight-hundred (800) parcels of land along commercial corridors within the City that were zoned residential; further necessitating the subject rezoning is that historically, before the adoption of the Imagine Flint Comprehensive Plan the subject properties were zoned for commercial and industrial uses, and the uses of the subject property were and still are commercial and industrial in nature.

3. Please describe any case-specific mistakes found within the Master Plan that require the rezoning.

"The map should have continued the CE zoning westerly past the railroad tracks up to Howard Ave on both the north and south sides of the road as prior uses and zoning were in existence and use for allowed CE uses."

Though the Future Land Use Map indicates that the parcels subject to rezoning are to be designated as Traditional Neighborhood, the long standing and existing uses of the properties subject to rezoning have been commercial and industrial in nature before the adoption of the Imagine Flint Future Land Use Map.



Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

4. Please describe any voluntary conditions related to the requested rezoning.
The north side of Lapeer Rd parcels will be combined into one parcel.

The applicant has stated that they will combine the parcels subject to rezoning on the north side of Lapeer Rd, though in regards proposed conditions as prescribed in Article 17, §50-191(B)(2) of the Zoning Ordinance, the applicant has offered none.

Recommendation

After reviewing the request to rezone the eight (8) parcels of land owned by The Food Bank of Eastern Michigan from TN-2, Traditional Neighborhood – Medium Density district to CE, Commerce and Employment district, the petition is not consistent with the Imagine Flint Plan's Place Based Land Use Plan, though based on the historical and long standing land uses of the parcels of land subject to rezoning as commercial and industrial, Zoning Staff finds that there is a case specific mistake within the Imagine Flint Plan's Placed Based Land Use Plan which designated the subject parcels of land to be residential even though the uses of said parcels of land before the adoption of the Imagine Flint Place Based Land Use Plan were commercial and industrial in nature, and similar uses along the same segment of Lapeer Rd are zoned CE, Commerce and Employment district; approval of the petition would align the zoning of the eight (8) parcels of land owned by TFBEM with the zoning of adjacent parcels and enable TFBEM to expand their facilities without needing variances.

Michigan Complied Law - Conditional Rezoning

Per the Michigan Zoning Enabling Act, PA 110 of 2006 - MCL 125.3405:

The Planning Commission may **NOT** impose any conditions on a landowner as a requirement for rezoning.

(1) *An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map.*

(5) *A local unit of government shall not require a landowner to offer conditions as a requirement for rezoning. The lack of an offer under subsection (1) shall not otherwise affect a landowner's rights under this act, the ordinances of the local unit of government, or any other laws of this state.*

Exhibits Attached to this Report:

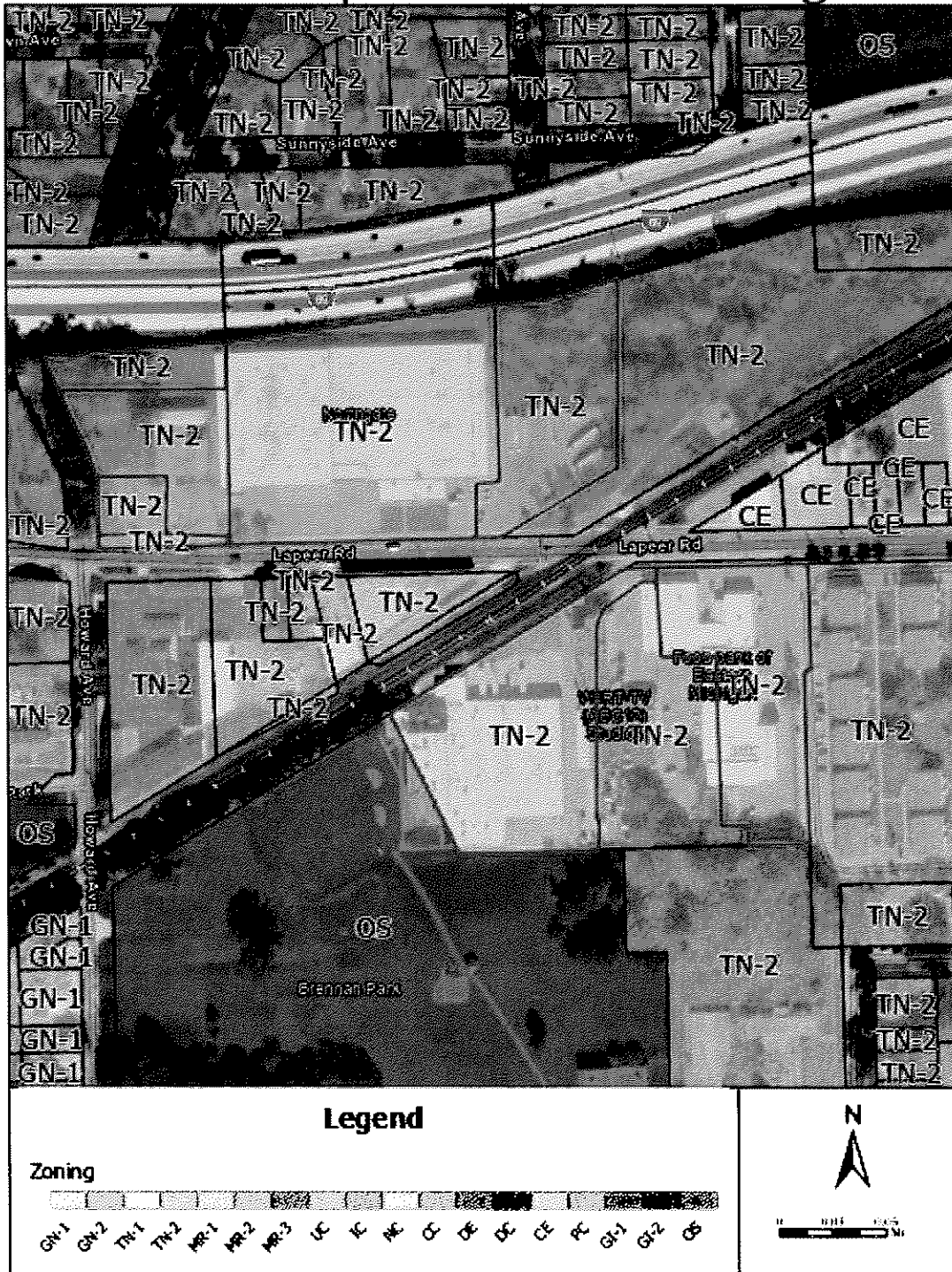
Exhibit A – RZ 26-01 Application



Sheldon Neeley,
Mayor

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DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

RZ 26-01 | Current Local Zoning



4/08/2026

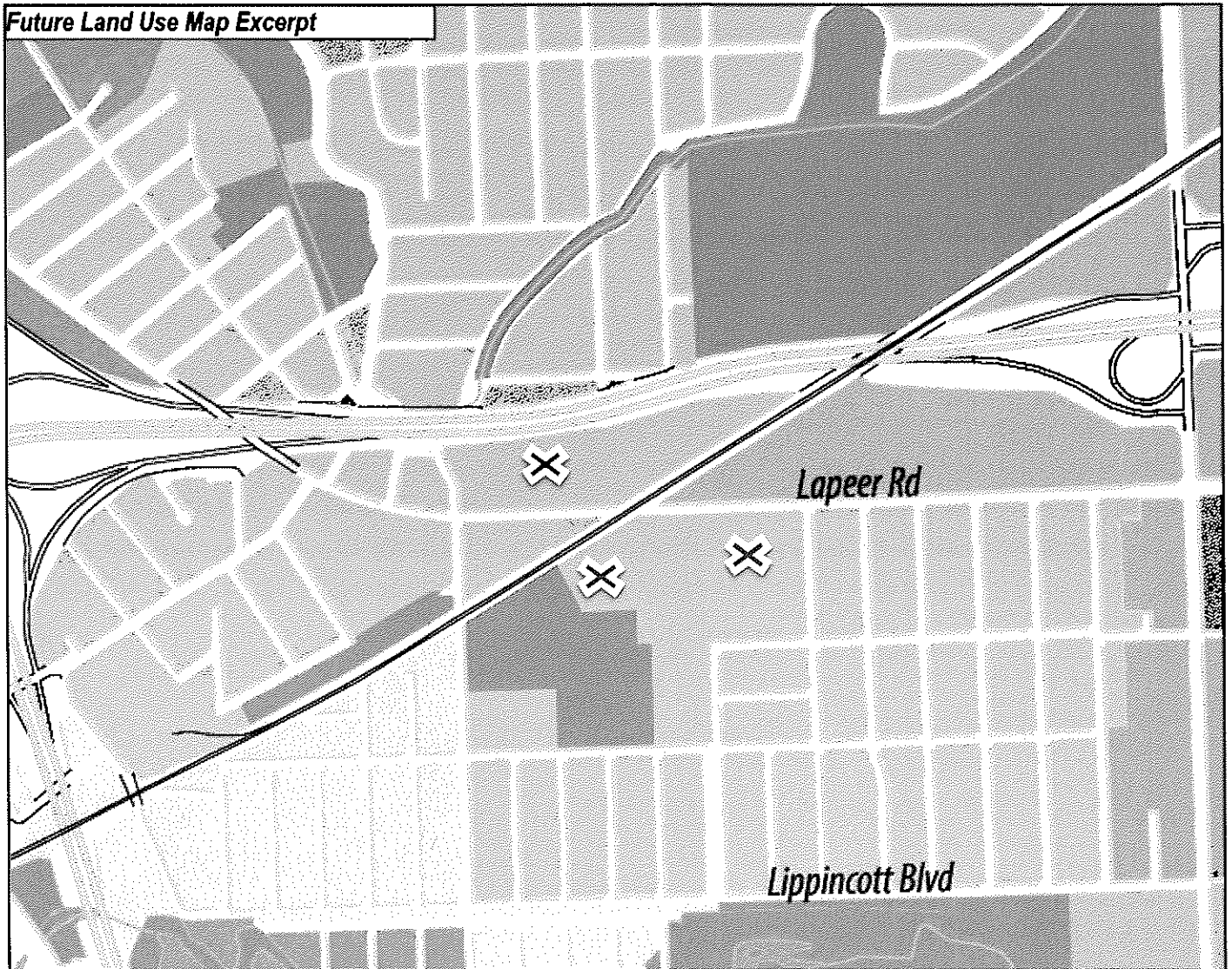
OFFICE: 810-766-7355 WEBSITE: www.cityofflint.com



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Mayor

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DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Future Land Use Map Excerpt



Place Type Legend

Green Neighborhood	Neighborhood Center	Production Center
Traditional Neighborhood	City Corridor	Green Innovation
Mixed Residential	Downtown District	Community Open Space & Recreation
Civic/Cultural Campus	Commerce & Employment Center	
University Avenue Core		



Sheldon Neeley,
Mayor

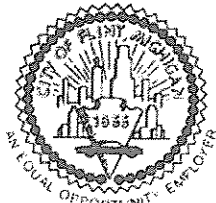
CITY OF FLINT
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Planning Commission Action – RZ 26-01 | The Food Bank of Eastern Michigan

The subject Zoning Map Amendment (Rezoning) petition is hereby approved by the City of Flint Plan Commission on this 14 day of April of 2026, and recommended to Flint City Council for approval by ordinance.

Robert Wesley
Plan Commission President

Brian Acheff
Zoning Coordinator



Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Planning Commission Action – RZ 26-01 | The Food Bank of Eastern Michigan

The subject Zoning Map Amendment (Rezoning) petition is hereby _____ by the City of
Flint Plan Commission on this ____ day of _____ of 2026, and recommended to Flint City Council
for approval by ordinance.

Robert Wesley
Plan Commission President

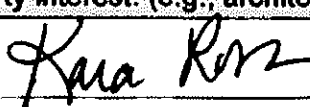
Brian Acheff
Zoning Coordinator



City of Flint
Planning & Zoning Department
 1101 S Saginaw Street Room S105, Flint, MI 48502
 Phone: (810)766-7426

www.cityofflint.com/departments/planning-and-zoning/

Fee: <u>\$1230</u>
Date Rec'd: <u>3/16/26</u>
Application #: <u>22-26-01</u>
Meeting Date: <u>4/14/26</u>

Application for Rezoning, Conditional Rezoning or Text Amendment					
☒ Rezoning		☐ Conditional Rezoning		☐ Text Amendment	
Property Address & Parcel ID Numbers	Property or Street Address:				
	2017, 2211, 2300, 2312 Lapeer Rd and 4 parcels (no address)				
	Parcel I.D. Number(s):				
	41-17-326-xxx = 016, 017, 018, 019, 020 & 022; 41-17-330-xxx = 020, 024				
Project Description	Zoning District: TN-2				
	Rezoning of The Food Bank of Eastern Michigan to the new zoning designation of CE (commerce and employment) to be re-aligned with the prior historical zoning changed from D6 (general highway commercial service) and E (heavy commercial limited manufacturing). This allows renovation and expansion to be a permitted use for the non-profit business.				
	Does the project involve Specially Designated Merchant License, Specially Designated Distributor License, or other liquor license?		☐ Yes	☒ No	
	Are there any easements on the property?		☐ Yes	☒ No	
Applicant <i>(Must have a legal interest in the property)</i> PROPERTY OWNER MUST ATTEND PLANNING COMMISSION MEETINGS OR BE REPRESENTED BY A PERSON WITH NOTORIZED LETTER OF REPRESENTATION TO ACT ON BEHALF OF OWNER	Name:		Kara Ross		
	Firm:		Food Bank of Eastern Michigan		
	Address:		2300 Lapeer Road		
	City:		Flint		
	State:		MI	Zip Code:	48503
	Phone:		8102394441	Email:	kross@fbem.us
	☒ Own the property				
	☐ Lease the property, if so what is term of lease?		Years:	W/ options? ☐ Yes ☐ No	
	☐ Have offer to purchase property (attach purchase agreement)				
	☐ Other property interest: (e.g., architect, attorney, contractor, etc.)				
Applicant Signature:					

City of Flint 1101 S. Saginaw Street, Room S105, Flint MI 48502
 (810) 766-7426

Exhibit A

Primary Contact ☒ Same as applicant	Name:			
	Firm:			
	Address:			
	City:			
	State:		Zip Code:	
	Phone:		Email:	
	Relationship to Applicant (e.g., architect, attorney, contractor, etc.)			
Property Owner ☒ Same as applicant	Name:			
	Firm:			
	Address:			
	City:			
	State:		Zip Code:	
	Phone:		Email:	
	Relationship to Applicant (e.g., architect, attorney, contractor, etc.)			

Please note:

The non-refundable fee made payable to the City of Flint must accompany your application.

Prior to submitting an application, the applicant may meet with the Planning Commission to receive feedback from the Commission and the public. An applicant may submit a voluntary offer in writing that only certain uses and development of land will be undertaken as a condition to a rezoning of the land or an amendment to the zoning map.

For fees, please reference the City of Flint Master Fee Schedule.

Application to the Planning Commission for a Rezoning

Please reply to the following questions and how the request meets the requirements of Article 17:

1. Please describe how the rezoning is consistent with the Master Plan.
"Commerce and Employment Centers are areas where the development pattern is focused around a community anchor such as a large employer, regional commercial center, or a cluster of smaller employment-related uses. Commerce and Employment Centers can attract a significant number of workers and visitors from outside of the community." - quote from master plan excerpt CE. The Food Bank of Eastern Michigan meets this criteria. See attached 11"x17" exhibit.

2. Please describe any unique circumstances where there has been a substantial change in conditions or policies that necessitate the rezoning.
Correcting an oversight of parcels not updated to the CE corridor. Historical zoning prior to the TN-2 designation was D6 (general highway commercial service) and E (heavy commercial limited manufacturing). The parcels being requested have been both in existence and in continuous use and would be permitted by the CE zoning correction.

3. Please describe any case-specific mistakes found within the Master Plan that require the rezoning.
The map should have continued the CE zoning westerly past the railroad tracks up to to Howard Ave on both the north and south sides of the road as prior uses and zoning were in existence and use for allowed CE uses.

4. Please describe any voluntary conditions related to the requested rezoning.
The north side of Lapeer Road parcels will be combined into one parcel.

Application for a Zoning Ordinance Text Amendment

Please provide the following information:

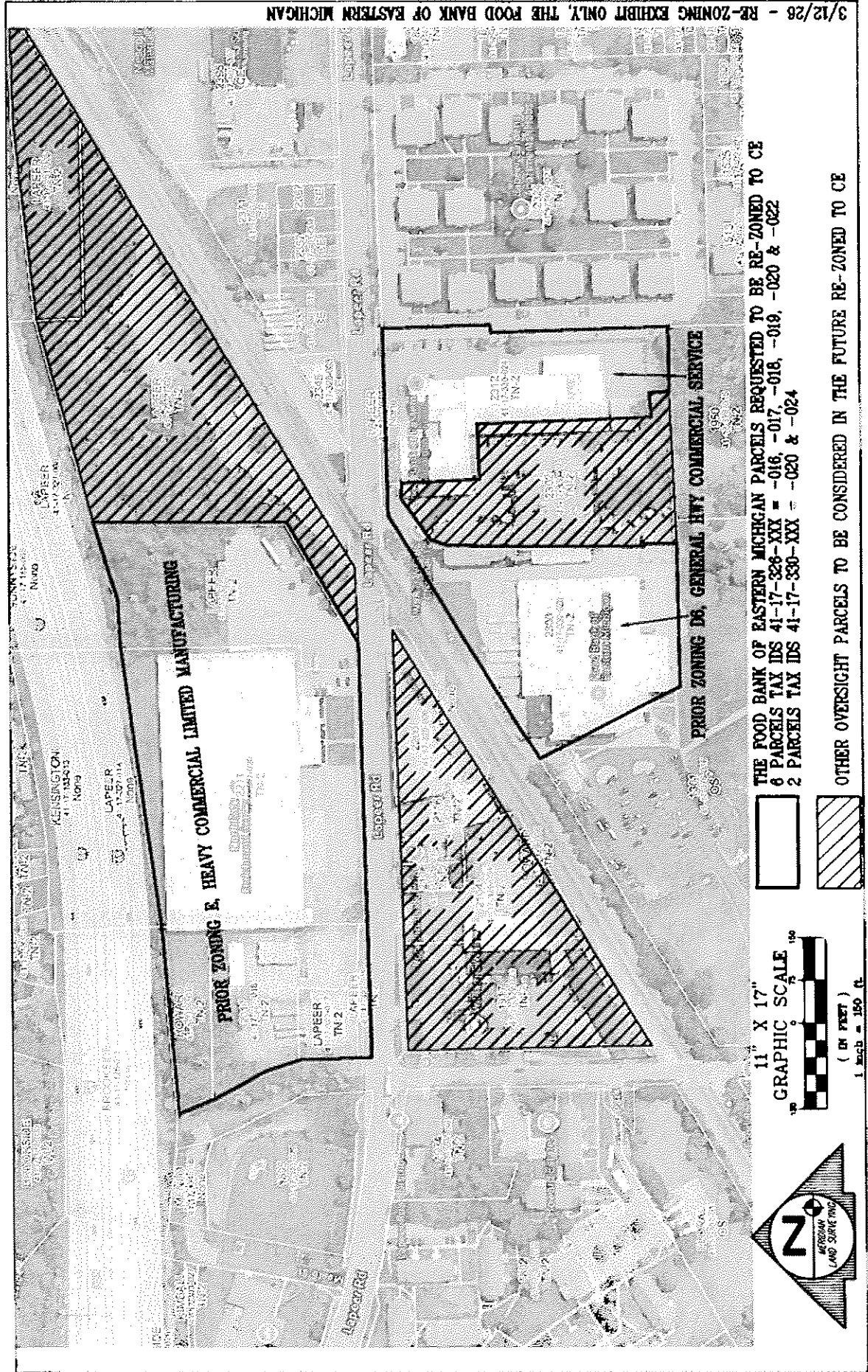
Zoning Ordinance Section(s) to be amended: not applicable

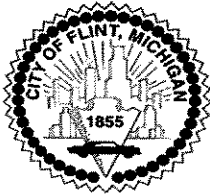
Please describe the proposed change to the text (attach additional pages if necessary).
not applicable

Please provide a brief summary of the reason you are requesting the amendment (attach additional pages if necessary).
not applicable

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3/12/28 - RE-ZONING EXHIBIT ONLY, THE FOOD BANK OF EASTERN MICHIGAN





Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

Meeting Minutes
April 14th, 2026

Commissioners Present

Robert Wesley - Chair
Carol-Anne Blower - Vice-Chair
Robert Jewell
Rodrick Green
Mona Munroe-Younis
Edquan Dantzler

Staff Present

Brian Acheff - Zoning Coordinator
Montel Meniffee - Deputy Director of Business Services
Donyele Darrough - Assistant City Attorney
Roderick Slaughter - Int Deputy Director of Community Services

Absent:

Lynn Sorenson, Secretary
Blake Strozier (*Excused*)

ROLL CALL:

Chairperson Wesley called the meeting to order at 5:40 p.m. Roll was taken, and a quorum was present.

The meeting was held both in-person in the City Council Chambers and via Zoom conferencing as approved.

Roll Call:

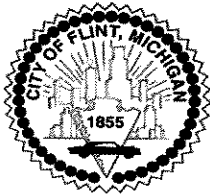
Commissioner Dantzler: Present
Vice Chair Blower: Present
Commissioner Jewell: Present
Commissioner Green: Present

Secretary Sorenson: Absent
Commissioner Munroe-Younis: Present
Commissioner Strozier: Absent
Chairperson Wesley: Present

ADDITIONS/CHANGES TO THE AGENDA:

Commissioner Jewell stated that there were several items under the “Old Business” section of the agenda that were missing and needed to be added; the items to be added were:

- Ward 7 Planning Commissioner Status
- Planning Commissioner Sequence of Terms – Updated Roster
- Business and Community Services Updated Organizations Chart
- Planning Commission Election of Officers and ZBA Liaison
- Planning Commission Manual Update



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

ADOPTION OF THE AGENDA:

Chairman Wesley asked for a motion to approve the agenda. Commissioner Jewell motioned to accept the agenda as amended; Vice Chair Blower seconded the motion.

M/S – Jewell/Blower

MINUTES OF PREVIOUS MEETINGS:

The draft minutes of March 24th, 2026, were presented.

Commissioner Jewell pointed on page two (2) the first bullet should be changed from “Planning Election of Offices in April” to Planning Commission Election of Officers in April”.

Commissioner Jewell pointed out on page five (5), second paragraph that the term “corrective action” should be referenced when mentioning the warning to be handed down to the applicant.

Commissioner Jewell pointed out on page eight (8) that “review of the Planning Commission manual and staff to follow up” should be added under the “Old Business – Business and Community Services Staffing Updated” section.

Commissioner Munroe-Younis pointed out on page five (5) that there was a period missing after the fourth paragraph.

ADOPTION OF THE PREVIOUS MEETINGS MINUTES:

Chairman Wesley asked for a motion to approve the minutes of the previous meeting. Commissioner Munroe-Younis motioned to accept the agenda as amended; Commissioner Green seconded the motion.

Roll Call:

Commissioner Dantzler: Abstain
Vice Chair Blower: Yes
Commissioner Jewell: Yes
Commissioner Green: Yes

Secretary Sorenson: Absent
Commissioner Munroe-Younis: Yes
Commissioner Strozier: Absent
Chairperson Wesley: Yes

M/S – Munroe-Younis/Green

5 yes – 0 no – 1 abstain



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

PUBLIC FORUM:

Chairperson Wesley opened the floor for public forum. No one spoke.

PUBLIC HEARINGS:

PC 26-03 400 S. Dort Highway – Change in Marihuana Facility Ownership and License Petition

Brian read the staff report and asked to field any questions from the Commission to Zoning Staff; the Commission had no questions for Zoning Staff.

James McGillie, legal counsel to the applicant Brenda Green, presented and provided insight on the applicant's request.

Commissioner Dantzler inquired if there would be a name change in addition to the complete transfer of marihuana facility and license. Attorney McGillie stated there would not be a change in name to the "Group E" Marihuana Retail Facility.

Commissioner Jewell inquired if Brenda Green was present at the meeting. Attorney McGillie stated she could not be present at the meeting. Further, Commissioner Jewell inquired if there had been any incidences or concerns with Mrs. Green's background that may lead to any concerns by the Commission in deliberating to approve or deny PC 26-03; attorney McGillie stated that there are zero concerns and incidences that would concern the Commission when deliberating whether to approve or deny PC 26-03. Commissioner Jewell reiterated in the form of a question to attorney McGillie if there are any incidences or concerns with Mrs. Green's background that may lead to concerns by the Commission in deliberating to approve or deny PC 26-03; attorney McGillie stated there were not any circumstances with Mrs. Green's background that would lead to concerns by the Commission when deliberating on whether to approve or deny PC 26-03.

Commissioner Dantzler inquired if Mrs. Green owned any other establishments that may or may not be in the City of Flint. Attorney McGillie stated she co-owns / co-manages a Marihuana retail facility in Mt. Morris Michigan.

Chairman Welsey asked if there had been any other correspondences received by Zoning Staff; Brian stated there had not been any other correspondences or communications.

Chairman Wesley asked for a motion. Vice Chair blower made a motion to approve SP 26-03 as submitted. Commissioner Dantzler seconded the motion.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

Roll Call:

Commissioner Dantzler: Yes
Vice Chair Blower: Yes
Commissioner Jewell: Yes
Commissioner Green: Yes

Secretary Sorenson: Absent
Commissioner Munroe-Younis: Yes
Commissioner Strozier: Absent
Chairperson Wesley: Yes

M/S – Blower/Dantzler

6 yes, 0 no, 0 abstain

The motion carried.

RZ 26-01 The Food Bank of Eastern Michigan Rezoning Petition

Brian read the staff report and asked to field any questions from the Commission to Zoning Staff; the Commission had no questions for Zoning Staff.

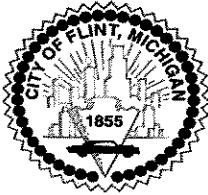
Chairman Wesley inquired if the current zoning / land use of the eight (8) properties subject to rezoning were subject to a less intense zoning classification than the intensity of the zoning classification of the parcels prior to the adoption of the Imagine Flint Comprehensive Plan. Brian stated that Chairman Wesley was correct that the current zoning of TN-2, Traditional Neighborhood – Medium Density is a less intense land use than the prior D-6, General Highway and Commercial Services zoning.

Vice Chair Blower inquired if the intention behind RZ 26-01 is based on an error with the Imagine Flint Placed Based Future Land Use Map, as was such when City Business and Community Services Staff rezoned over eight hundred (800) parcels of land with the City of Flint along targeted commercial corridors. Brian stated that RZ 26-01 was petitioned under a similar circumstance as that of the previous mass rezoning by City Staff.

Commissioner Dantzler inquired on page seven (7) of the staff report whether the parcels highlighted for rezoning, if any of them are not owned by The Food Bank of Eastern Michigan.

Rich VanDever of Meridan Land Surveying and Terry Nix on behalf of The Eastern Food Bank of Michigan presented and provided insight on the request. Mr. VanDever stated that the request came about based on The Food Bank of Eastern Michigan wanting to redevelop and utilize their facility located at 2211 Lapeer Rd, though the current TN-2 zoning of the property is prohibitive of The Food Bank of Eastern Michigan from accomplishing the redevelopment of 2211 Lapeer Rd.

Commissioner Munroe-Younis inquired if The Food Bank of Eastern Michigan demolished a house that was one of the parcels that is subject to the rezoning petition. Mr. Nix stated that is not the case though there was a house that was demolished to the east of the railroad tracks along Lapeer Rd and that parcel is not subject to the rezoning petition.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

Commissioner Jewell inquired if all parcels of land subject to rezoning are owned by The Food Bank of Eastern Michigan and if all the parcels of land subject to rezoning are “adjacent” to each other, Mr. Nix confirmed this. Commissioner Jewell further stated / inquired if the petition is to ensure the expansion of The Food Bank of Eastern Michigan’s operation; Mr. Nix confirmed this. Commissioner Jewell further inquired / stated that there are no residential properties as part of the subject rezoning petition, Mr. Nix confirmed that there are not.

Chairman Wesley opened the floor for public comment regarding RZ 26-01 and asked if there was anyone in the audience wanting to speak in favor of RZ 26-01.

Verna Shook-Dunn spoke in opposition to RZ 26-01; she stated she was the only residential property within proximity of The Food Bank of Eastern Michigan, though there were others that have been torn down. She provided further concerns which were:

- She was not provided with the information in the staff report which would help her understand what The Food Bank of Eastern Michigan’s intentions are regarding RZ 26-01.
- How does her property fit in with the intent of RZ 26-01, and that of The Food Bank of Eastern Michigan.
- How is The Food Bank of Eastern Michigan allowed to acquire so much land.
- Will she be bought out by The Food Bank of Eastern Michigan.

Commissioner Jewell inquired if Ms. Shook-Dunn was speaking in favor or against RZ 26-01.

There was brief discussion to clarify the exact location of Ms. Shook-Dunn’s property / house and how close in proximity her house is to the operations of The Food Bank of Eastern Michigan.

Chairman Wesley further asked if there was anyone else in the audience that wanted to address the Commission regarding RZ 26-01.

Mishelle Merritt spoke in opposition to RZ 26-01.

Commissioner Dantzler asked if the speakers could please use the sign-in sheet provided at the podium.

Ms. Merritt inquired if the Imagine Flint Comprehensive Plan was law or just a guiding document and if there were meetings regarding updating the Plan that included the properties subject to the RZ 26-01.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

Felicia West spoke in opposition to RZ 26-01. She stated that The Food Bank of Eastern Michigan should relocate.

Chairman Wesley closed the public comment portion of RZ 26-01.

Commissioner Jewell inquired if there was additional correspondence or communication, Brian stated there had been none.

Commissioner Jewell stated that the applicant wished to provide further information that may be helpful in the Commission's deliberation. Mr. VanDever stated Ms. Shook-Dunn's property would not be impacted by RZ 26-01.

Commissioner Munroe-Younis inquired if the applicant had been proactive about reaching out to neighboring property owners to answer any questions or concerns that they may have about the rezoning petition.

Mr. Nix stated that the semi-trailer staging next to Ms. Shook-Dunn's property would essentially be vacated as the trailers would be part of the operations of The Food Bank of Eastern Michigan's facility located at 2211 Lapeer Rd.

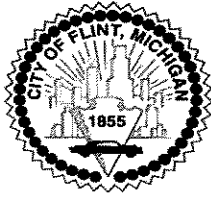
Commissioner Green further reiterated Commissioner Munro-Younis's questions about proactively reaching out to neighboring properties regarding answering any questions or concerns. Mr. Nix said no they had not reached out to neighboring properties, though they would forward that to their leadership.

Commissioner Jewell discussed and inquired on if there were any residences included in the list of parcels subject to rezoning. Mr. VanDever stated there were no residences included in the list of parcels subject to rezoning, which was further confirmed by Brian.

Commissioner Munroe-Younis stated that the parcels requested to be rezoned are industrial in nature and appear they would not be appropriate to be used as residential uses. She further stated that communication with neighboring properties should be considered.

Commissioner Dantzler stated that to the speakers in opposition that they were seen and heard and encouraged them to further organize regarding getting involved with the Imagine Flint Comprehensive Plan update.

Commissioner Dantzler stated to the Commission that the parcels of land subject to rezoning are owned by The Food Bank of Eastern Michigan and there are no residences part of them, and further stated that The Food Bank of Eastern Michigan should have never been zoned TN-2, Traditional Neighborhood – Medium Density and that the rezoning petition makes sense since The Food Bank of Eastern Michigan had existed and operated long before adoption of the current Imagine Flint Comprehensive Plan, so it would make sense to rezone their properties to CE, Commerce and Employment.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

Chairman Wesley asked for a motion. Vice Chair Blower made a motion to approve RZ 26-01 as submitted. Commissioner Dantzler seconded the motion.

Roll Call:

Commissioner Dantzler: Yes
Vice Chair Blower: Yes
Commissioner Jewell: Yes
Commissioner Green: Yes

Secretary Sorenson: Absent
Commissioner Munroe-Younis: Yes
Commissioner Strozier: Absent
Chairperson Wesley: Yes

M/S – Blower/Dantzler

6 yes, 0 no, 0 abstain

The motion carried

SITE PLAN REVIEW:

No Site Plan Review applications were scheduled to be heard.

CASE REVIEWS MEMO (see attached Exhibit A)

Brian stated that the last item on page two (2) had been added to the memo; the Special Land Use petition PC 26-01 regarding the property located at 304 W. Tobias St.

Brian stated on page three (3) of the case review memo, PC 25-01, an alley vacation petition was approved by City Council at their April 13th, 2026, meeting.

Brian stated that the April 21st, 2026, Zoning Board of Appeals meeting has been cancelled.

Brian stated that there was no update regarding the marihuana care review memo.

REPORTS MEMO

Redevelopment Ready Communities (RRC)

Brian stated there was no update regarding Redevelopment Ready Communities (RRC).

Imagine Flint Comprehensive Plan Update

Rod Slaughter provided information on the status of the Comprehensive Plan (Plan) update. He stated that he and Jason Ball met on April 10th, 2026, to create a plan for accomplishing the actual update to The Plan.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

Vice Chair Blower inquired on how will the public be engaged. She further inquired on what parts of The Plan will be focused on for the update.

Commissioner Munroe-Younis stated that in a discussion with Jason Ball that the update to The Plan would not be a complete rewrite.

Vice Chair Blower and Commissioner Munroe-Younis both raised concerns over the status of the Plan.

Rod inquired on what would be the best course of action for communicating with the Commission regarding preplanning updates.

Commissioner Jewell stated that Commissioner Munroe-Younis happens to be the Planning Commission liaison that is responsible for being presented information on the preplanning and planning process regarding the Comprehensive Plan.

Vice Chair Blower stated the importance of the Planning Commission in the update process and cautioned that currently the Commission has not been well informed and involved in the preplanning and planning process for the Comprehensive Plan update.

Rod inquired on the best / correct way for staff to communicate with the Commission regarding information of the Comprehensive Plan update. Commissioner Jewell went over the options that staff has to communicate information to the Commission; the options are:

- Zoning Staff
- Commissioner Munroe-Younis
- Chairman Wesley

OLD BUSINESS:

PC 26-01 304 W. Tobias St. – Special Land Use Petition Update Memo

Brian went over a memo, providing an update to the Commission on the status of fulfilling the conditions of approval for PC 26-01 and the status of rectifying the potential parking violations.

Vice Chair Blower inquired if the aggrieved neighboring property owner, who had made the complaint about the illicit parking had been further contacted to let them know that the Commission would be discussing this item at the April 14th, 2026, Planning Commission meeting. Brian stated that he had not reached out to them.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

Chairman Wesley asked for a recommendation from staff since the illicit parking has seemed to cease. Brian stated that the Commission has the option to move forward with setting the public hearing to deliberate to withdraw approval of PC 26-01 or they can choose to take no action and further monitor the situation.

Commissioner Munroe-Younis stated that there was no deadline for fulfilling the conditions of approval. She further stated she is concerned that the applicant may be being intentionally unresponsive in regarding the status of fulfilling the conditions of approval.

Chairman Wesley inquired if the violation letter had been sent directly to Ms. LaClaire of Hope Network. Brian confirmed that the letter outlining the issues and corrective action measures were indeed sent directly to Ms. LaClaire.

Commissioner Jewell suggested that an additional letter regarding corrective action be sent to Ms. LaClaire. Brian confirmed that this would be the course of action taken.

Commissioner Munroe-Younis inquired if the letter to be sent to Ms. LaClaire could have a hard deadline to respond by.

Ward 7 Planning Commission Member Attendance

Chairman Wesley stated that Dylan Luna has been selected by City Council for the 7th Ward Planning Commission seat, though he had not been sworn in yet.

Planning Commissioner Sequence of Terms Updated Roster

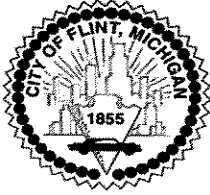
Commissioner Jewell inquired that there be an updated roster with updated Commissioner terms. Brian stated that Zoning Staff is waiting on the reappointments and the swearing in of the new 7th Ward Planning Commissioner.

Commissioner Jewell pointed out several expirations of terms of the Ward 5 and Ward 8 Planning Commissioners.

Business and Community Services Staffing Update

Commissioner Jewell confirmed the organizational chart was present; Brian stated that the chart is the current make-up of the Department of Business and Community Services.

Planning Commissioner Election of Officers and ZBA Liaison



**Sheldon Neeley
Mayor**

CITY OF FLINT

FLINT PLANNING COMMISSION

Commissioner Jewell stated that the elections of Planning Commission officers and Planning Commission Liaison to the Zoning Board of Appeals are to be conducted at the April 28th, 2026, Planning Commission meeting.

Planning Commissioner Manual / Binder

Commissioner Jewell mentioned that the Planning Commission manual / binder needs to be updated. Vice Chair Blower stated that the Commission should set a date for Commissioners to bring their manuals / binder so Zoning Staff has the ability provide materials needed for updates at a future meeting. Commissioner Munroe-Younis requested that the updating of the manuals / binders be placed on the agenda.

NEW BUSINESS

Brian stated that there is no New Business

RESOLUTIONS

Brian stated that there are no resolutions.

ADJOURNMENT:

Vice Chair Blower made a motion to adjourn the meeting which was seconded by Commissioner Munroe-Younis.

M/S – Blower/Munroe-Younis

Meeting adjourned at 7:41 PM.



260246

RESOLUTION NO.: _____

PRESENTED: 7-22-2024

ADOPTED: _____

**RESOLUTION TO APPROVE HOLDING A PUBLIC HEARING FOR THE REZONING
OF POWERS CATHOLIC HIGH SCHOOL CAMPUS LOCATED AT 1505 W. COURT
STREET**

BY THE CITY ADMINISTRATOR:

The City of Flint desires to provide due notice to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to rezone the parcel of land located at 1505 W. Court St. from the TN-1 Traditional Neighborhood, Low Density district to the TN-2 Traditional Neighborhood- Medium Density district.

The petitioner, Powers Catholic High School, seeks to rezone this parcel to expand their facilities in the future without the need of a variance.

The Planning Commission held a public hearing on December 9, 2025, to hear from the community on the proposed rezone.

Pursuant to 42-25 of the Flint City Code, City Council shall hold a public hearing to hear any objections to the proposed rezone, for a time not less than four weeks on when the objections are to be heard.

The Planning and Development Department requests that this Honorable Body approve holding a public hearing for the rezone of the property located at 1505 W. Court Street.

IT IS RESOLVED, that a public hearing to consider the rezone of the property located at 1505 W. Court Street shall be held on the _____ day of _____, 2026 at _____, in the City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw St., Flint, Michigan.

IT IS FURTHER RESOLVED, that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than (15) days prior to said hearing.

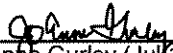
For the City:

Clyde Edwards / A0689 (Jul 13, 2026 12:18:45 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:


JoAnne Gurley (Jul 13, 2026 12:10:13 EDT)

Joanne Gurley, City Attorney

Approved as to Finance:

Phillip Moore, Chief Financial Officer

ORDINANCE NO. _____

An Ordinance to amend the Zoning Map of the City of Flint within Chapter 50 of the City of Flint Code of Ordinances, being the Zoning Ordinance.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. The Zoning Map of the City of Flint is hereby amended to rezone the following described area from TN-1 (Traditional Neighborhood – Low Density) to TN-2 (Traditional Neighborhood – Medium Density), per §50-15(C).

The land referred to is located in the State of Michigan, County of Genesee, and described as follows:

UNPLATTED PART OF SECTIONS 8 & 9 OF INDIAN RESERVATION OF ELEVEN SECTIONS AT THE GRAND TRAVERSE ON FLINT RIVER DESC AS: COM AT THE SW COR OF SEC 24, T7N, R6E; TH N 89 DEG 32'40" E ALG S LINE OF SD SEC, 946.72 FT; TH N 00 DEG 27'20" W, 5249.20 TO NE COR OF PLT OF WOODCROFT NO. 1; TH S 21 DEG 28'40" E ALG ELY LINE OF SD PLAT 50.78 FT TO SLY ROW LINE OF MILLER RD; TH N 58 DEG 29'55" E ALG SD ROW 304.66 FT TO ELY ROW OF HAMMERBERG RD AND POB; TH ALG SD SLY ROW THE FOLL FIVE (5) COURSES: 1) N 58 DEG 29'55" E, 807.98 FT, 2) 459.41 FT ALG A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF N 39 DEG 20'55" E, 450.91 FT AND A RADIUS OF 687.27 FT, 3) N 20 DEG 11'55" E, 244.83 FT, 4) 318.36 FT ALG A C URVE TO THE RT HAVING A CHORD BEARING AND DISTANCE OF N 35 DEG 43'40" E, 314.48 FT AND RADIUS OF 587.27 FT AND 5) N 51 DEG 15'25" E, 144.67 FT TO A PT ON S LINE OF COURT ST; TH ALG SD S LINE, S 89 DEG 53'35" E, 56.18 FT; TH S 31 DEG 28'28" E, 787.30 FT; TH S 58 DEG 41'36" W, 91.16 FT; TH S 28 DEG 30'13" E, 231.41 FT; TH S 82 DEG 23'50" W, 62.91 FT; TH S 46 DEG 13'40" W, 161.79 FT; TH S 21 DEG 12'15" W, 46.87 FT; TH S 53 DEG 20'00" W, 116.37 FT; TH S 45 DEG 27'15" W, 91.14 FT; TH S 38 DEG 38'05" W, 128.98 FT; TH S 22 DEG 19'20", 71.36 FT; TH S 12 DEG 15'20" W, 38.60 FT; TH S 09 DEG 38'00" W, 64.53 FT; TH S 00 DEG 57'35" W, 65.50 FT; TH S 22 DEG 32'00" E, 144.46 FT TH S 12 DEG 38'30" E, 54.56 FT; TH S 02 DEG 55'00" E, 21.62 FT; TH S 83 DEG 13'45" W, 16.81 FT; TH S 50 DEG 35'15" W, 217.02 FT; TH S 58 DEG 19'10" W, 980.29 FT TO ELY LINE OF HAMMERBERG RD; TH N 21 DEG 35'20" W ALG SD ELY LINE 1150.36 FT TO POB.

More commonly known as 1505 W. Court St., Flint, Michigan 48503. PID # 40-24-201-010

Sec. 2. This ordinance shall become effective seven (7) days after publication in a newspaper of general circulation in the City of Flint by Zoning Division staff, to be noticed no later than fifteen (15) days after adoption by City Council.

Adopted this _____ day of _____, 2026.

FOR THE CITY:

For the City Council

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

JoAnne Gurley, City Attorney

CITY OF FLINT
DEPT. OF BUSINESS AND COMMUNITY SERVICES
Planning & Zoning Division

Memorandum

To: Clyde Edwards, City Administrator
Flint City Council
From: Montel Menifee, Deputy Director of Business Services
Subject: Rezoning of the Powers Catholic High School Campus

Powers Catholic High School petitioned to rezone their campus located at 1505 W. Court St. from TN-1 Traditional Neighborhood – Low Density to TN-2 Traditional Neighborhood – Medium Density, following a recommendation by the Zoning Board of Appeals to the Planning Commission to consider the request. On December 9th, 2025, the Planning Commission recommended approval of the proposed rezoning and further certified their findings in the Final Report on January 27th, 2026.

The rezoning request was made because the current TN-1 zoning does not permit the “High School” use. This prevents Powers Catholic High School from expanding their campus without also needing to seek variances or other special approvals. It is noted in the Staff Report provided to the Planning Commission that the two neighboring secular schools, Eisenhower Elementary and the Michigan School for the Deaf, are both zoned TN-2, which permits their respective uses. Staff added that while there does not appear to be a present “substantial burden” under the federal Religious Land Use and Institutionalized Persons Act, failure to address this incompatibility could potentially contribute to a substantial burden in the future.

Staff also noted that the State of Michigan authorized the sale of the property in 2010 Senate Bill 1558, P.A. 374, which stipulated that the property “...*shall continue to be used exclusively for education or education-related purposes.*” Non-educational use of the property would allow the state to “...*reenter and repossess the property, terminating the grantee’s or successor’s estate in the property.*”

If approved, this rezoning would allow Power’s Catholic High School operate as a Permitted use, and to expand their facilities under the standard zoning review processes.



Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Final Report

January 14th, 2026

To: City of Flint Planning Commission

From: Max Lester, Zoning Coordinator

RE: RZ 25-02 Final Report

RZ 25-02, a petition to rezone the parcel of land located at 1505 W. Court St. from the TN-1 Traditional Neighborhood, Low Density district to the TN-2 Traditional Neighborhood – Medium Density district was heard and evaluated before the Planning Commission (Commission) at its December 9, 2025 meeting. At the aforementioned Planning Commission meeting, the Commission found that the petition satisfied the applicable review criteria to approve the petition and to make a final recommendation to City Council to approve RZ 25-02 by ordinance and therefore, the Commission shall certify its findings and the Commission Chair affix their signature to this final report as required per **§50-191(G)** of the City of Flint zoning ordinance.

Summary of Public Comments

During the public hearing for RZ 25-02 on December 9th, 2025, the Planning Commission opened the floor for public comment; no one spoke during this time.

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***§50-191(G)** of the City of Flint zoning ordinance states that "After completion of the hearing before the Planning Commission, the Planning Commission shall prepare its final report and recommendation and submit the same to the City Council at its first regular meeting in the fourth week following the meeting of the Planning Commission at which such report is made final. If there is no regular meeting of the City Council in the fourth week, then the final report shall be received at the next regularly scheduled meeting. The receipt of the final report shall be noticed in the minutes of the City Council."*



CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Sheldon Neeley,
Mayor

Planning Commission Action RZ 25-02 | Rezoning Petition

The City of Flint Planning Commission (Commission) at its meeting on December 9, 2025, moved to positively recommend to the City of Flint, City Council (City Council) to approve by ordinance the petition RZ 25-02, a petition to rezone the parcel of land located at 1505 W. Court St. from the TN-1 Traditional Neighborhood, Low Density district to the TN-2 Traditional Neighborhood – Medium Density district. Based on the above findings the Commission hereby certifies its findings as the final report to City Council on this 27th day of January 2026, satisfying **§50-191(G)** of the City of Flint zoning ordinance.

Attachments

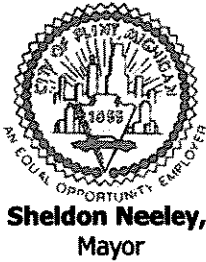
1. RZ 25-02 Staff Report from the 12.9.25 Planning Commission Meeting
2. 12.9.25 Planning Commission Meeting Minutes
3. "The Zoning Map of the City of Flint, Michigan" draft prepared by the City of Flint GIS Division.



Robert Wesley
Plan Commission Chairman

 1.27.26

Max Lester
Zoning Coordinator



CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Staff Report

Board / Commission:	City of Flint Planning Commission
Meeting Date:	Tuesday, December 9 th , 2025
Meeting Location:	1101 S Saginaw St, Flint, MI 48502
File Number:	RZ 25-02
Petition Type(s):	Zoning Map Amendment (Rezoning)
Applicant:	Kathryn Gross, Powers Catholic High School
Location:	1505 W. Court St., Flint MI 48503
Parcel ID (PID)	40-24-201-010
Ward:	8
Land Area:	48.21 acres (2,100,027 square feet)
Previous Zoning:	C-1, Multi-Family Walk-Up Apartment District
Existing Zoning:	TN-1, Traditional Neighborhood – Low Density
Proposed Zoning:	TN-2, Traditional Neighborhood – Medium Density

Request:

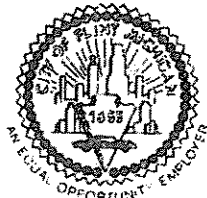
The applicant Powers Catholic High School is petitioning the City of Flint Planning Commission (Commission) for approval and recommendation to City Council to rezone the parcel of land located at 1505 W. Court St., (PID # 40-24-201-010) from the TN-1, Traditional Neighborhood – Low Density district to the TN-2, Traditional Neighborhood – Medium Density district.

Petition Background:

The intent of the subject rezoning petition, RZ 25-02, is to align the zoning of the subject parcel with that of surrounding parcels, including the two adjacent secular schools. The TN-1 zone district does not permit Elementary, Middle, or High Schools and the requested TN-2 zoning allows these through Special Land Use review. The requested rezoning would permit Powers Catholic High School to expand their facilities in the future without the need to seek a variance. This request follows an approved Use Variance and recommendation from the Zoning Board of Appeals (ZBA) to the Commission to review the zoning of this property.

Property Background:

The subject property is an unplatted part of Sections 8 & 9 of Indian Reservation of Eleven Sections at the Grand Traverse on Flint River. The property is the former location of the Michigan School for the Deaf (MSD) which now operates on the adjacent parcel to the east. The State of Michigan authorized the sale of the property to allow Faye Hall to be restored, and a new building erected for use by Powers Catholic High School; in addition, a new facility was constructed for the MSD as a part of this arrangement. The sale of the property was authorized by 2010 Senate Bill 1558, P.A. 374, which stipulated that the property "...shall continue to be used exclusively for education or education-related purposes." Non-educational use of the property would allow the state to "...reenter and repossess the property, terminating the grantee's or successor's estate in the property." (See Exhibit B)



CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Sheldon Neeley,
Mayor

Additional Consideration:

Staff noted in ZBA case 25-09 that the Religious Land Use and Institutionalized Persons Act (RLUIPA) could be relevant in these circumstances. The RLUIPA is a federal act that prohibits zoning laws that:

- substantially burden the religious exercise of churches or other religious assemblies or institutions absent the least restrictive means of furthering a compelling governmental interest.
- treat churches or other religious assemblies or institutions on less than equal terms with non religious assemblies or institutions;
- discriminate against any assemblies or institutions on the basis of religion or religious denomination;
- totally exclude religious assemblies from a jurisdiction; or
- unreasonably limit religious assemblies, institutions, or structures within a jurisdiction.

MSD and Eisenhower Elementary School are secular schools which are both zoned TN-2 and are adjacent to Powers Catholic High School; additionally, places of worship are permitted as special land uses and community centers are permitted by right in the TN-1 zone district. These factors could contribute to a "substantial burden" under the RLUIPA. This is not to say that a substantial burden presently exists, only that having learned of the conditions present at this site, inaction could contribute to showing a substantial burden. The decision to designate 1505 W. Court St. as TN-1 was likely a mistake as the Future Land Use Map only designates the general area as TN, not specifically TN-1 or TN-2, and Powers was operating prior to the adoption of the Imagine Flint Comprehensive Plan. The Zoning Ordinance and Zoning Map were not adopted until 2022, approximately eight years after the adoption of the Comprehensive Plan.

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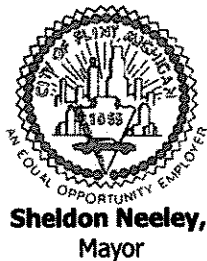


CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Sheldon Neeley,
Mayor

Planning Process - Article 17 Procedural Overview:

1. The applicant submits an application, initiating the Zoning Map Amendment process (**Article 17, §50-191(B)**).
2. **Zoning Coordinator (Article 17, §50-191(E)):**
 - a. Reviews the proposed amendment and/or;
 - b. Prepares a report that provides an overview of the proposed map amendment.
 - c. Makes a recommendation regarding the proposed map amendment.
3. **Notice and Hearing (Article 17, §50-191(F)):**
 - a. The Planning Commission shall hear the proposed map amendment for investigation and study.
 - b. The Planning Commission shall prepare a report and recommendation regarding their findings.
 - c. Once ready to do so the Planning Commission shall notice for and hold a public hearing on the proposed map amendment.
4. **Planning Commission Action (Article 17, §50-191(G)):**
 - a. After completion of the public hearing regarding the proposed text amendment the Planning Commission shall prepare its final report and recommendation.
 - b. The Planning Commission shall submit its final report and recommendation to City Council at City Council's first regular meeting four weeks following the completion of the public hearing before the Planning Commission regarding the proposed map amendment.
5. **City Council Action (Article 17, §50-191(H)):**
 - a. City Council shall hear the proposed map amendment and approve, deny or table the petition based on the report and recommendation from the Planning Commission.
 - b. City Council shall hand down a determination within six (6) months of receiving a recommendation from the Planning Commission.
6. **Approval Criteria (Article 17, §50-191(I)):**
 - a. The proposed map amendment shall be consistent with the intent and purpose of the Imagine Flint Comprehensive Plan.
7. **Adoption and Effective Date (P.A. 110 of 2006, MCL 125.3401(6)&(7)):**
 - a. Follow adoption of the proposed map amendment by City Council a notice of ordinance adoption shall be published in a newspaper of general circulation in the local unit of government within 15 days after adoption.
 - b. 7 days after the after the required publication, as mentioned above, the adopted map amendment and updated zoning ordinance shall take effect.



CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Zoning Map Amendment Standards for Review:

When taking action on a Zoning Map Amendment (rezoning) petition, the Commission shall base its decision by paying regard to the provision outlined **Article 17, §50-191(I) – Approval Criteria**, which states that *"No proposed amendment, supplement, change, modification or repeal shall be approved that is inconsistent with the Master Plan, except in unique circumstances where there has been a substantial change in conditions or policies, or a case-specific mistake is found within the Master Plan."*; further the Commission shall pay regard to an applicant's responses the questions outlined in the application for rezoning; see the following responses regarding the questions outlined in the rezoning application:

Applicant responses are in **BLUE**.

Staff findings are in **BLACK**.

1. Please describe how the rezoning is consistent with the Master Plan.

"Existing high school operating since before the 2022 rezoning by the city which placed the school within TN-1. Master plan support is noted in staff plan."

The City of Flint – Imagine Flint Plan, Placed Based Land-Use Map (p.42) shows that the recommended zoning/land-use of the subject property is Traditional Neighborhood, and does not specify the density. Rezoning the property from TN-1 to TN-2 is consistent with the Future Land Use Map and would allow Powers Catholic High School to expand their facilities in the future through special land use review.

The Traditional Neighborhood Place Type description states on p.48 *"...Flint's Traditional Neighborhoods are supported by various other uses including schools, community centers, religious institutions and parks."* More excerpts in support of the rezoning request can be found in Exhibit C.

2. Please describe any unique circumstances where there has been a substantial changing conditions or policies that necessitate the rezoning.

"Terms of sale of land from the state indicate use must be for an educational institution."

Per the conditions of sale in 2010 Senate Bill 1558, P.A. 374, the property must be used for educational purposes. Failure to abide by the use restriction could permit the state to retake ownership of the property. Additionally, because the surrounding parcels, including two parcels with secular schools, are zoned TN-2, inaction could potentially lead to a complaint under the Religious Land Use and Institutionalized Persons Act.

3. Please describe any case-specific mistakes found within the Master Plan that require the rezoning.

"This is the only educational institution labeled TN-1 out of 3 such institutions in the block."

The Future Land Use Map indicates the property could be zoned TN-2, and was adopted after the sale of the property and established use by Powers. Given the property must be used for educational purposes, the TN-1 zoning is a clear mistake as it prevents further expansion by Powers.

4. Please describe any voluntary conditions related to the requested rezoning.

N/A – None Proposed

There are no proposed conditions related to RZ 25-02 as prescribed in Article 17, §50-191(B)(2) of the Zoning Ordinance.



CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Sheldon Neeley,
Mayor

Recommendation

After reviewing the request to rezone 1505 W. Court St. from TN-1, Traditional Neighborhood – Low Density to TN-2, Traditional Neighborhood – Medium Density, the petition **IS** consistent with the Imagine Flint Plan's Place Based Land Use Plan; the petition will align the zoning of 1505 W. Court St. with the zoning of adjacent parcels; the petition will ensure the property can continue to be used in a manner consistent with 2010 Senate Bill 1558, P.A. 374; and the petition will ensure compliance with the Religious Land Use and Institutionalized Persons Act.

Michigan Complied Law - Conditional Rezoning

Per the Michigan Zoning Enabling Act, PA 110 of 2006 - MCL 125.3405:

The Planning Commission may **NOT** impose any conditions on a landowner as a requirement for rezoning.

(1) *An owner of land may voluntarily offer in writing, and the local unit of government may approve, certain use and development of the land as a condition to a rezoning of the land or an amendment to a zoning map.*

(5) *A local unit of government shall not require a landowner to offer conditions as a requirement for rezoning. The lack of an offer under subsection (1) shall not otherwise affect a landowner's rights under this act, the ordinances of the local unit of government, or any other laws of this state.*

Exhibits Attached to this Report:

Exhibit A – RZ 25-02 Application

Exhibit B – RZ 25-02 Request Map

Exhibit C – 2010 Senate Bill 1558, P.A. 374

Exhibit D – Imagine Flint Comprehensive Plan Excerpts

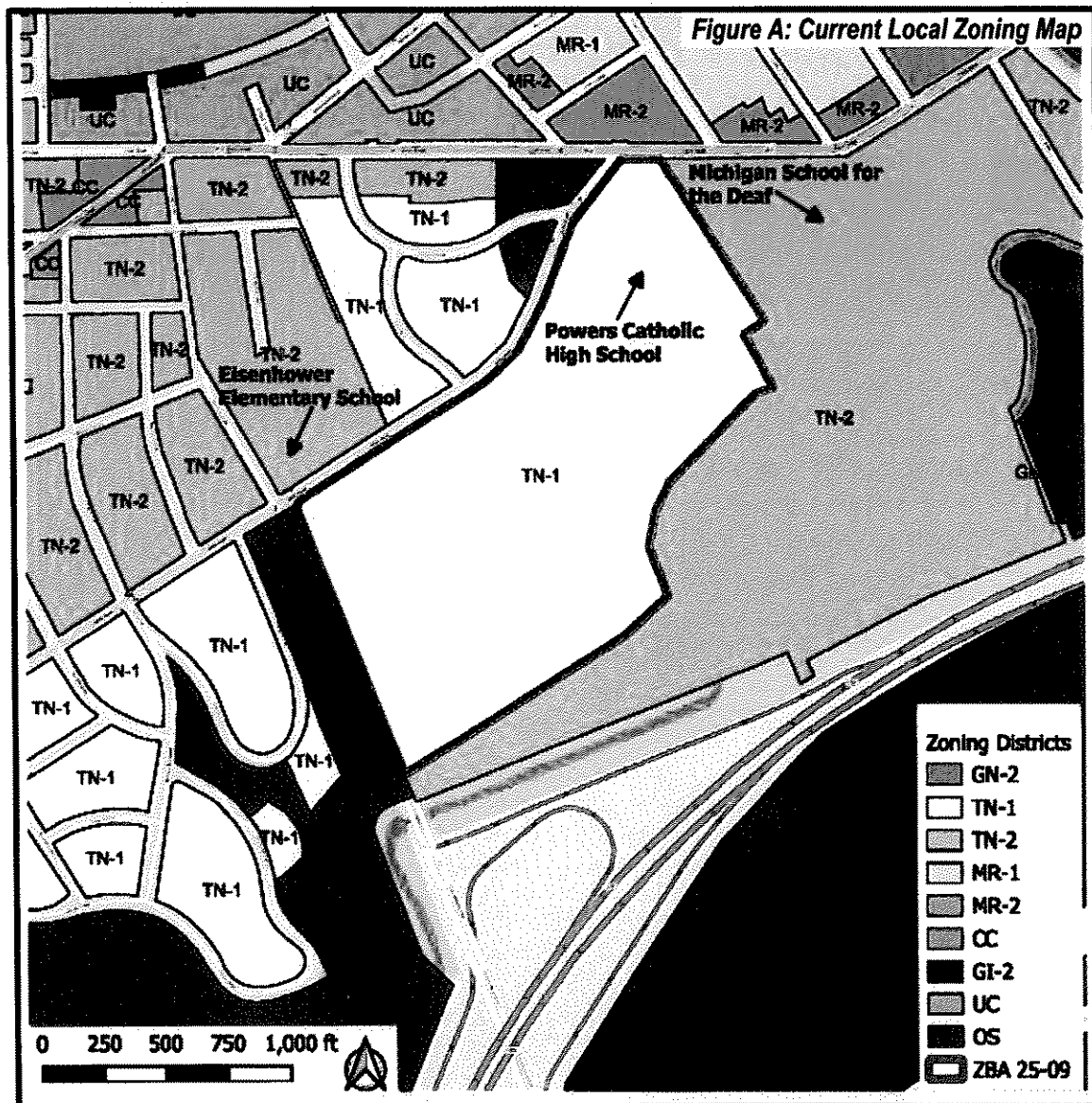


CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
 Planning & Zoning Division

Sheldon Neeley,
 Mayor

Land Use/ Compatibility: The subject property is currently zoned TN-1, Traditional Neighborhood – Low Density, and is surrounded by the following:

Direction	Existing Zoning	Comprehensive Plan Land Use
North	TN-1, Traditional Neighborhood – Low Density TN-2, Traditional Neighborhood – Medium Density	TN, Traditional Neighborhood
South	TN-2, Traditional Neighborhood – Medium Density	TN, Traditional Neighborhood
East	TN-2, Traditional Neighborhood – Medium Density	TN, Traditional Neighborhood
West	OS, Open Space TN-1, Traditional Neighborhood – Low Density	OS, Open Space TN, Traditional Neighborhood



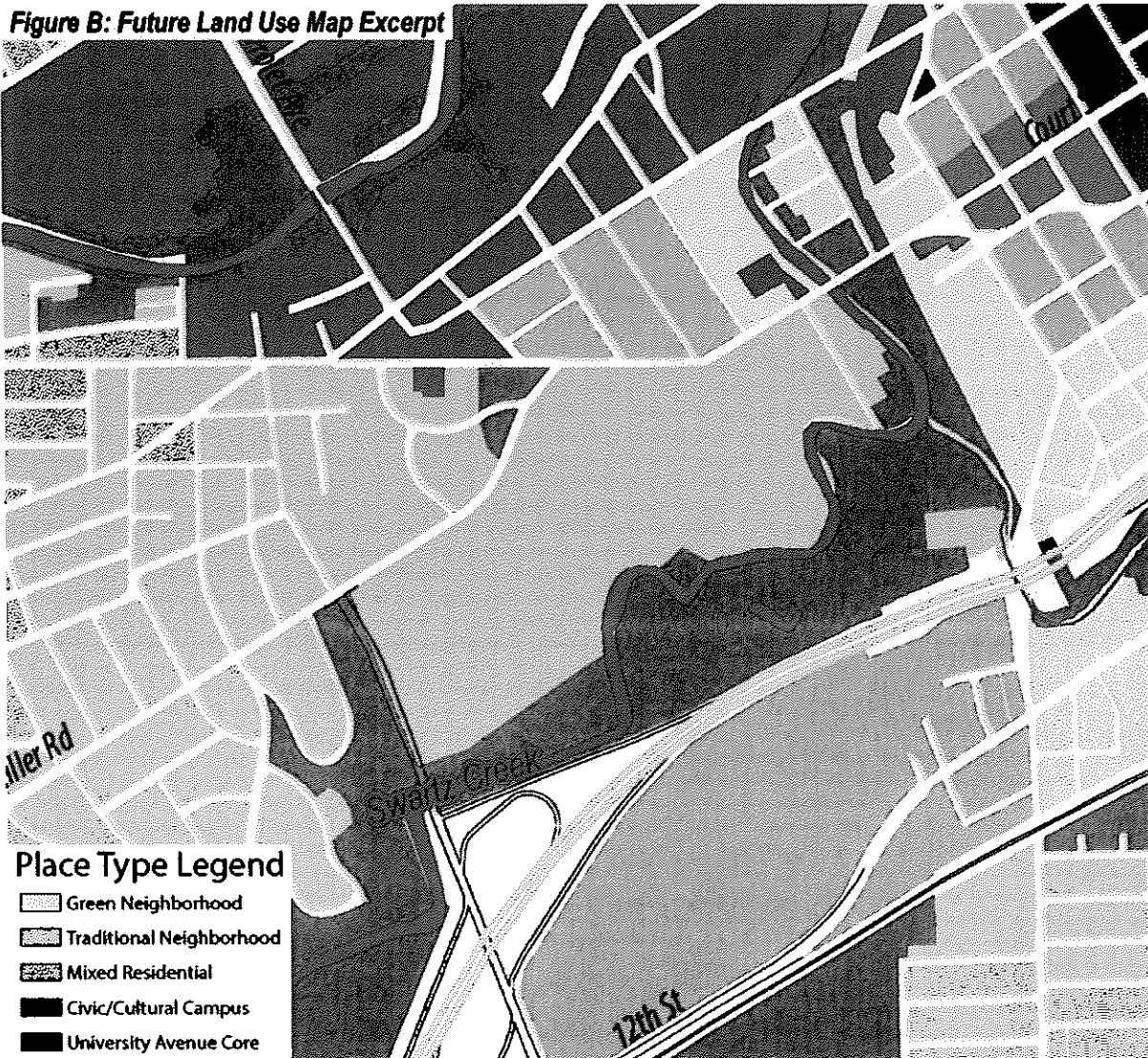
CITY OF FLINT 1101 SOUTH SAGINAW ST. ROOM S105 FLINT, MICHIGAN 48502
 OFFICE: 810-766-7355 WEBSITE: www.cityofflint.com



Sheldon Neeley,
Mayor

CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Figure B: Future Land Use Map Excerpt





CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

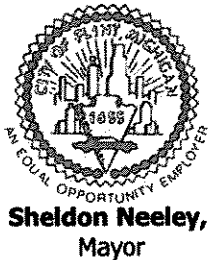
Sheldon Neeley,
Mayor

Planning Commission Action – RZ 25-02 | 1505 W. Court St. – Powers Catholic High School

The subject Zoning Map Amendment (Rezoning) petition is hereby approved by the City of Flint Plan Commission on this 9 day of December of 2025, and recommended to Flint City Council for approval by ordinance.


Robert Wesley
Plan Commission President


Brian Acheff *Max Carter*
Zoning Coordinator



CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Planning & Zoning Division

Sheldon Neeley,
Mayor

RZ 25-02 Sample Motion

Approval:

I motion to approve the rezoning application RZ 25-02, which regards the rezoning of 1505 W. Court St., Flint MI 48503 (PID # 40-24-201-010) from TN-1, Traditional Neighborhood – Low Density to TN-2, Traditional Neighborhood – Medium Density because...

*Some items to consider as reasoning in a motion for approval, such reasons must be supported by materials and discussion that are a part of the public hearing. **These are not representative of staff opinions**, merely examples for constructing a motion, though detailed motions with specific examples are best practice; rational to consider when motioning to deny a rezoning petition are as follows:*

- b. Compatibility with the Imagine Flint Plan*
- c. Compatibility with the character of the neighborhood*
- d. Compatibility of nearby land uses*
- e. Exceptional conditions*
- f. Etc.*

Denial:

I motion to deny the rezoning application RZ 25-02, which regards the rezoning of 1505 W. Court St., Flint MI 48503 (PID # 40-24-201-010) from TN-1, Traditional Neighborhood – Low Density to TN-2, Traditional Neighborhood – Medium Density because...

*Some items to consider as reasoning in a motion for denial, such reasons must be supported by materials and discussion that are a part of the public hearing. **These are not representative of staff opinions**, merely examples for constructing a motion, though detailed motions with specific examples are best practice; rational to consider when motioning to approve a rezoning petition are as follows:*

- g. Compatibility with the Imagine Flint Plan*
- h. Compatibility with the character of the neighborhood*
- i. Compatibility of nearby land uses*
- j. Etc.*

Postponement:

I motion to postpone hearing of the rezoning application RZ 25-02, which regards the rezoning of 1505 W. Court St., Flint MI 48503 (PID # 40-24-201-010) from TN-1, Traditional Neighborhood – Low Density to TN-2, Traditional Neighborhood – Medium Density until the next regularly scheduled Planning Commission meeting to allow the applicant the opportunity to provide the following information...



Fee: N/A
Date Rec'd: 11.11.25
Application #: RZ 25-02
Meeting Date: 12.9.25

City of Flint
Planning & Zoning Department
1101 S Saginaw Street Room S105, Flint, MI 48502
Phone: (810)766-7426
www.cityofflint.com/departments/planning-and-zoning/

Application for Rezoning, Conditional Rezoning or Text Amendment					
☒ Rezoning		☐ Conditional Rezoning		☐ Text Amendment	
Property Address & Parcel ID Numbers	Property or Street Address:				
	1505 W. Court St. Flint, MI 48503				
	Parcel I.D. Number(s):				
	40-24-201-010				
Project Description	Zoning District: TN-1				
	Request change from TN-1 to TN-2				
	Does the project involve Specially Designated Merchant License, Specially Designated Distributor License, or other liquor license?			☐ Yes	☒ No
	Are there any easements on the property?			☐ Yes	☒ No
Applicant (Must have a legal interest in the property) PROPERTY OWNER MUST ATTEND PLANNING COMMISSION MEETINGS OR BE REPRESENTED BY A PERSON WITH NOTORIZED LETTER OF REPRESENTATION TO ACT ON BEHALF OF OWNER	Name:		Kathryn Gross		
	Firm:		Powers Catholic High School		
	Address:		1505 W. Court St.		
	City:		Flint		
	State:		MI		Zip Code: 48503
	Phone:		810-591-4741		Email: kgross@powerscatholic.org
	☒ Own the property				
	☐ Lease the property, if so what is term of lease?		Years:	W/ options? ☐ Yes ☐ No	
	☐ Have offer to purchase property (attach purchase agreement)				
	☐ Other property interest: (e.g., architect, attorney, contractor, etc.)				
	Applicant Signature:		Kathryn Gross		

City of Flint 1101 S. Saginaw Street, Room S105, Flint MI 48502
(810) 766-7426

Application to the Planning Commission for a Rezoning

Please reply to the following questions and how the request meets the requirements of Article 17:

1. Please describe how the rezoning is consistent with the Master Plan.

Existing high school operating since before the 2022 rezoning by the city which placed the school within TN-1. Master plan support is noted in staff plan.

2. Please describe any unique circumstances where there has been a substantial change in conditions or policies that necessitate the rezoning.

Terms of sale of land from the state indicate use must be for an educational institution.

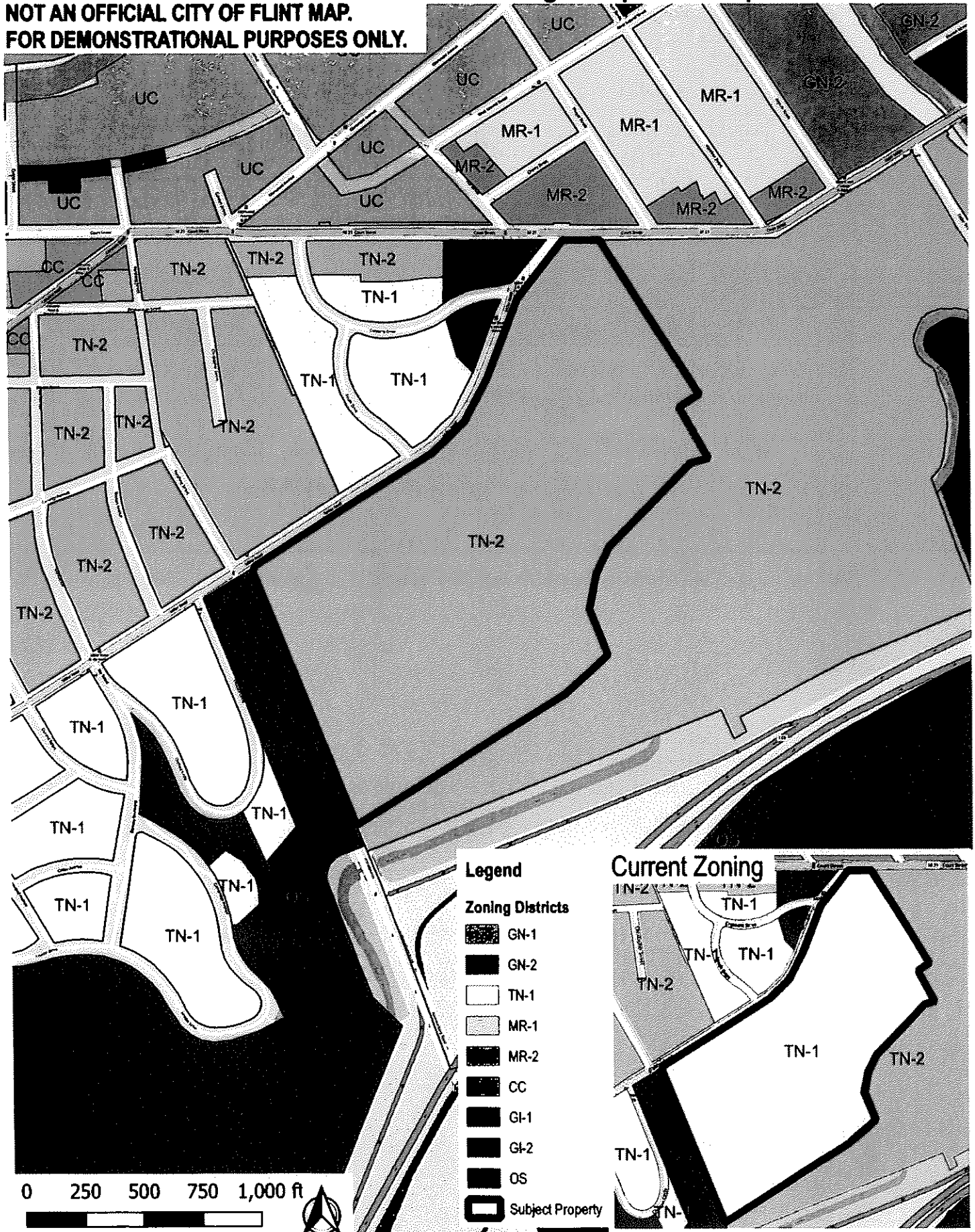
3. Please describe any case-specific mistakes found within the Master Plan that require the rezoning.

This is the only educational institution labeled TN-1 out of 3 such institutions in the block.

4. Please describe any voluntary conditions related to the requested rezoning.

RZ 25-02: 1505 W. Court St. Rezoning Request Map Attachment B

**NOT AN OFFICIAL CITY OF FLINT MAP.
FOR DEMONSTRATIONAL PURPOSES ONLY.**



Act No. 374
Public Acts of 2010
Approved by the Governor
December 22, 2010
Filed with the Secretary of State
December 22, 2010
EFFECTIVE DATE: December 22, 2010

STATE OF MICHIGAN
95TH LEGISLATURE
REGULAR SESSION OF 2010

Introduced by Senators George and Gleason

ENROLLED SENATE BILL No. 1558

AN ACT to authorize the state administrative board to convey certain state-owned property in Genesee county; to prescribe conditions for the conveyance; to provide for certain powers and duties of certain state departments in regard to the property; and to provide for disposition of revenue derived from the conveyance.

The People of the State of Michigan enact:

Sec. 1. (1) The state administrative board, on behalf of the state, may convey by quitclaim deed all or portions of certain state-owned property now under the jurisdiction of the department of education, commonly known as school for the deaf, and located in the city of Flint, county of Genesee, Michigan, and more particularly described as follows:

PARCEL 1

A parcel of land located in Sections 8 and 9 of Indian Reservation of 11 Sections at The Grand Traverse on Flint River, City of Flint, Genesee County, Michigan; the surveyed boundary being described as Commencing at the Southwest corner of Section 24, Town 7 North, Range 6 East, City of Flint, Genesee County, Michigan; thence North 89°32'40" East along the South line of said Section 24 a distance of 946.72 feet; thence North 00°27'20" West perpendicular to the South line of said Section 24 a distance of 5,249.20 feet to the Northeast corner of The Plat of Woodcroft No. 1 as recorded in Liber 8, Pages 34-36 of Genesee County Records; thence South 21°28'40" East (recorded South 20°37'00" East) along the Easterly line of said Woodcroft No. 1 a distance of 50.78 feet to the Southerly right of way line of Miller Road; thence North 58°29'55" East along the Southerly right of way line of Miller Road (recorded as North 58°51'00" East) a distance of 304.66 feet to the Easterly right of way line of Hammerberg Road and the point of beginning of this description; thence South 21°35'20" East along the Easterly line of Hammerberg Road (recorded South 21°07'00" East) a distance of 1150.36 feet; thence North 58°19'10" East a distance of 980.29 feet; thence North 50°35'15" East a distance of 217.02 feet; thence North 83°13'45" East a distance of 16.81'; thence North 02°55'00" West a distance of 21.62 feet; thence North 12°38'30" West a distance of 54.56 feet; thence North 22°32'00" West a distance of 144.46 feet; thence North 00°57'35" East a distance of 65.50 feet; thence North 09°38'00" East a distance of 64.53 feet; thence North 12°15'20" East a distance of 38.60 feet; thence on a non-tangent curve to the right a distance of 71.75 feet, said curve having a central angle of 20°33'14", a radius of 200.00 feet, a chord of 71.36 feet bearing North 22°19'20" East; thence North 38°38'05" East a distance of 128.98 feet; thence North 45°27'15" East a distance of 91.14 feet; thence North 53°20'00" East a distance of 116.37 feet; thence North 21°12'15" East a distance of 46.87 feet; thence North 46°13'40" East a distance of 161.79 feet; thence North 82°23'50" East a distance of 95.46 feet; thence South 69°44'00" East a distance of 82.39 feet; thence South 49°58'35" East a distance of 117.53 feet; thence North 73°41'15" East a distance of 104.52 feet; thence South 67°27'45" East a distance of 58.44 feet; thence on a non-tangent curve to the left a distance of 72.42 feet, said curve having a central angle of 23°42'32", a radius of 175.00 feet, a chord of 71.90 feet bearing South 80°57'30" East; thence North 87°47'40" East a distance of 28.22 feet; thence North 52°53'30" East a distance of 75.71 feet; thence on a non-tangent curve to the left a distance of 129.04 feet, said curve having a central

angle of 49°17'21", a radius of 150.00 feet, a chord of 125.10 feet bearing North 28°51'20" East; thence North 07°13'25" East a distance of 92.16 feet; thence North 01°22'00" East a distance of 22.55 feet; thence North 03°00'45" West a distance of 88.50 feet thence North 07°43'45" East a distance of 66.36 feet; thence North 25°24'15" West a distance of 44.43 feet; thence on a non-tangent curve to the right a distance of 69.55 feet, said curve having a central angle of 49°48'33", a radius of 80.00 feet, a chord of 67.38 feet bearing North 22°31'00" East; thence South 72°39'00" East a distance of 53.51 feet; thence North 43°01'10" East a distance of 42.54 feet; thence North 20°45'40" East a distance of 44.59 feet; thence North 09°05'35" East a distance of 35.35 feet; thence North 21°02'35" East a distance of 63.16 feet; thence North 29°01'30" East a distance of 18.38 feet; thence North 17°03'10" East a distance of 25.95 feet; thence North 22°18'55" East a distance of 67.21 feet; thence North 28°24'35" East a distance of 66.38 feet; thence North 45°31'25" East a distance of 62.69 feet to a point on the Westerly line of the Fenton and Bishop's Plat of Outlots as recorded in Liber 14, Page 38 of Plats, Genesee County Records; thence North 21°32'22" West along said Westerly line a distance of 394.56 feet to a point on the Southerly right of way line of Court Street; thence South 58°28'55" West along the Southerly right of way line of Court Street (recorded South 58°50'00" West) a distance of 116.00 feet; thence South 31°31'05" East perpendicular to the Southerly right of way line of Court Street a distance of 343.24 feet; thence South 21°37'55" West a distance of 186.15 feet; thence North 44°41'55" West a distance of 154.71 feet; thence South 60°59'50" West a distance of 28.99 feet; thence North 59°50'20" West a distance of 70.27 feet; thence North 31°51'45" West a distance of 291.12 feet to a point on the Southerly right of way line of Court Street; thence South 58°28'55" West along the Southerly line of Court Street a distance of 66.34 feet; thence North 89°53'35" West along the Southerly line of Court Street (recorded North 89°32'30" West) a distance of 827.56 feet; thence South 51°15'25" West along the Southerly right of way line of Miller Road (recorded South 51°36'30" West) a distance of 144.67 feet; thence on a curve to the left along the Southerly right of way line of Miller Road a distance of 318.36 feet, said curve having a central angle of 31°03'37", a radius of 587.27 feet a chord of 314.48 feet bearing South 35°43'40" West (recorded South 36°04'45" West); thence South 20°11'55" West along the Southerly right of way line of Miller Road a distance of 244.83 feet (recorded South 20°33'00" West 244.83 feet); thence on a curve to the right along the Southerly right of way line of Miller Road a distance of 459.42 feet, said curve having a central angle of 38°18'00", a radius of 687.27 feet, a chord of 450.91 feet bearing South 39°20'55" West (recorded South 39°42'00" West); thence South 58°29'55" West a distance of 807.72 feet (recorded South 58°51'00" West) to the point of beginning of this description.

Appurtenant to said parcel is an easement for purposes of ingress and egress more particularly described as: A parcel of land located in Section 8 of Indian Reservation of 11 Sections at The Grand Traverse on Flint River, City of Flint, Genesee County, Michigan; the surveyed boundary being described as Commencing at the Southwest corner of Section 24, Town 7 North, Range 6 East, City of Flint, Genesee County, Michigan; thence North 89°32'40" East along the South line of said Section 24 a distance of 946.72 feet; thence North 00°27'20" West perpendicular to the South line of said Section 24 a distance of 5,249.20 feet to the Northeast corner of The Plat of Woodcroft No. 1 as recorded in Liber 8, Pages 34-36 of Genesee County Records; thence North 58°29'55" East a distance of 1103.54 feet along the centerline of Miller Road as established by the Michigan Department of Transportation (recorded as North 58°51'00" East, 1103.54 feet); thence continuing along said centerline on a curve to the left 426.00 feet, said curve having a central angle of 38°18'00", a radius of 637.27 feet, a chord of 418.11 feet bearing North 39°20'55" East (recorded as radius of 637.27 feet, chord 418.10 feet bearing North 39°42'00" East); thence North 20°11'55" East continuing along said centerline a distance of 244.83 feet (recorded as North 20°33'00" East 244.83 feet); thence continuing on said centerline on a curve to the right 345.46 feet, said curve having a central angle of 31°03'35", a radius of 637.27 feet, a chord of 341.25 feet bearing North 35°43'40" East (recorded as radius of 637.27 feet, chord 341.23 feet bearing North 36°04'45" East); thence North 51°15'25" East continuing along said centerline a distance of 162.30 feet (recorded as North 51°36'30" East 158.66 feet) to a point on the centerline of Court Street as established by the Michigan Department of Transportation; thence South 89°53'35" East along the centerline of said Court Street a distance of 831.03 feet (recorded as South 89°32'30" East 837.65 feet); thence North 58°28'55" East along the centerline of said Court Street a distance of 52.18 feet (recorded as North 58°50'00" East); thence South 31°51'45" East a distance of 291.12 feet (recorded South 31°10'00" East); thence South 59°50'20" East a distance of 70.27 feet (recorded as South 59°08'34" East 70.27 feet); thence North 60°59'50" East a distance of 28.99 feet (recorded as North 61°41'37" East 28.99 feet); thence South 44°41'55" East a distance of 12.98 feet (recorded as South 44°00'10" East 12.98 feet) to the place of beginning of this easement description; said easement being 25 feet in width being 12.5 feet each side of the following described centerline; thence South 60°59'50" West a distance of 39.60 feet (recorded as South 61°41'37" West 39.60 feet); thence North 59°50'20" West a distance of 170.43 feet (recorded as North 59°08'34" West 170.43 feet); thence on a curve to the left a distance of 53.88 feet, said curve having a central angle of 61°44'28", a radius of 50.00 feet, a chord of 51.31 feet bearing South 89°17'25" West (recorded as a curve with a radius of 50.00 feet with a chord of 51.31 feet bearing South 89°59'03" West); thence South 58°25'05" West a distance of 112.72 feet (recorded as South 59°06'51" West 112.72 feet) to the place of ending.

Said parcel also subject to an easement for ingress and egress more particularly described as a parcel of land located in Section 8 of Indian Reservation of 11 Sections at The Grand Traverse on Flint River, City of Flint, Genesee County, Michigan; the surveyed boundary being described as Commencing at the Southwest corner of Section 24, Town 7 North, Range 6 East, City of Flint, Genesee County, Michigan; thence North 89°32'40" East along the South line of said Section 24 a distance of 946.72 feet; thence North 00°27'20" West perpendicular to the South line of said Section 24 a distance of 5,249.20 feet to the Northeast corner of The Plat of Woodcroft No. 1 as recorded in Liber 8, Pages 34-36 of

Genesee County Records; thence North 58°29'55" East a distance of 1103.54 feet along the centerline of Miller Road as established by the Michigan Department of Transportation (recorded as North 58°51'00" East, 1103.54 feet); thence continuing along said centerline on a curve to the left 426.00 feet, said curve having a central angle of 38°18'00", a radius of 637.27 feet, a chord of 418.11 feet bearing North 39°20'55" East (recorded as radius of 637.27 feet, chord 418.10 feet bearing North 39°42'00" East); thence North 20°11'55" East continuing along said centerline a distance of 244.83 feet (recorded as North 20°33'00" East 244.83 feet); thence continuing on said centerline on a curve to the right 345.46 feet, said curve having a central angle of 31°03'35", a radius of 637.27 feet, a chord of 341.25 feet bearing North 35°43'40" East (recorded as radius of 637.27 feet, chord 341.23 feet bearing North 36°04'45" East); thence North 51°15'25" East continuing along said centerline a distance of 162.30 feet (recorded as North 51°36'30" East 158.66 feet) to a point on the centerline of Court Street as established by the Michigan Department of Transportation; thence South 89°53'35" East along the centerline of said Court Street a distance of 730.58 feet (recorded as South 89°32'30" East 737.07 feet) to the point of beginning of this easement description, said easement being 25 feet in width being 12.5 feet each side of following described centerline; thence South 00°14'15" East a distance of 57.31 feet (recorded as South 00°27'30" West 60.00 feet); thence South 17°03'30" East a distance of 176.42 feet (recorded as South 16°21'46" East 176.42 feet); thence South 00°08'30" East a distance of 223.22 feet (recorded as South 00°33'18" West 223.22 feet) to the point of ending of this centerline description.

PARCEL 2

Property commonly referred to as Brown Hall described as follows: A parcel of land located in Section 8 of Indian Reservation of 11 Sections at near The Grand Traverse on Flint River, City of Flint, Genesee County, Michigan; the surveyed boundary being described as commencing at the Southwest corner of Section 24, Town 7 North, Range 6 East, City of Flint, Genesee County, Michigan; thence North 89°32'40" East along the South line of said Section 24 a distance of 946.72 feet; thence North 00°27'20" West perpendicular to the South line of said Section 24 a distance of 5,249.20 feet to the Northeast corner of The Plat of Woodcroft No. 1 as recorded in Liber 8, Pages 34-36 of Genesee County Records; thence North 58°29'55" East a distance of 1,103.54 feet along the centerline of Miller Road as established by the Michigan Department of Transportation (recorded as North 58°51'00" East, 1,103.54 feet); thence continuing along said centerline on a curve to the left 426.00 feet, said curve having a central angle of 38°18'00", a radius of 637.27 feet, a chord of 418.11 feet bearing North 39°20'55" East (recorded as radius of 637.27 feet, chord 418.10 feet bearing North 39°42'00" East); thence North 20°11'55" East continuing along said centerline a distance of 244.83 feet (recorded as North 20°33'00" East 244.83 feet); thence continuing on said centerline on a curve to the right 345.46 feet, said curve having a central angle of 31°03'35", a radius of 637.27 feet, a chord of 341.25 feet bearing North 35°43'40" East (recorded as radius of 637.27 feet, chord 341.23 feet bearing North 36°04'45" East); thence North 51°15'25" East continuing along said centerline a distance of 162.30 feet (recorded as North 51°36'30" East 158.66 feet) to a point on the centerline of Court Street as established by the Michigan Department of Transportation; thence South 89°53'35" East along the centerline of said Court Street a distance of 831.03 feet (recorded as South 89°32'30" East 837.65 feet); thence North 58°28'55" East along the centerline of said Court Street a distance of 52.18 feet (recorded as North 58°50'00" East); thence South 31°51'45" East a distance of 50.00 feet to the Southerly right of way line of Court Street and the point of beginning of his description; thence North 58°28'55" East along the Southerly line of Court Street (recorded as North 58°50'00" East) a distance of 248.00 feet; thence South 31°31'05" East perpendicular to the Southerly right of way line of Court Street a distance of 343.24 feet; thence South 21°37'55" West a distance of 186.15 feet; thence North 44°41'55" West a distance of 154.71 feet (recorded as North 44°00'10" West 154.71 feet); thence South 60°59'50" West a distance of 28.99 feet (recorded as South 61°41'37" West 28.99 feet); thence North 59°50'20" West a distance of 70.27 feet (recorded as North 59°08'34" West 70.27 feet); thence North 31°51'45" West a distance of 241.12 feet (recorded as North 31°10'00" West) to the point of the beginning; said parcel containing 2.086 acres.

PARCEL 3

Property commonly referred to as Happy Hollow described as follows: A parcel of land located in part of Sections 8 & 9 of Indian Reservation of Eleven Sections at and Near the Grand Traverse on Flint River Described as: Commencing at the Southwest Corner of section 24, T7N, R6E; thence North 89°32'40" East along the south line of said section 24, 1684.47 feet; thence North 00°27'20" West perpendicular to the south line of said section 24, 4172.06 feet to a point on the northerly right-of-way line of limited access Highway I-69 at the intersection of the easterly right-of-way line of Hammerberg Road and point of beginning of this description; thence North 21°28'00" West along the easterly line of Hammerberg Road, 122.00 feet; thence North 58°19'10" East, 980.29 feet; thence North 50°35'15" East, 217.02 feet; thence North 83°13'45" East, 16.81 feet; thence North 02°55'00" West, 21.62 feet; thence North 12°38'30" West, 54.56 feet; thence North 22°32'00" West, 144.46 feet; thence North 00°57'35" East, 65.50 feet; thence North 09°38'00" East, 64.53 feet; thence North 12°15'20" East, 38.60 feet; thence on a non-tangent curve to the right 71.75 feet; said curve having a central angle of 20°33'14" section, a radius of 200.00 feet, a chord of 71.36 feet, bearing North 22°19'20" East; thence North 38°38'05" East, 128.98 feet; thence North 45°27'15" East, 91.14 feet; thence North 53°20'00" East, 116.37 feet; thence North 21°12'15" East, 46.87 feet; thence North 46°13'40" East, 161.79 feet; thence North 82°23'50" East, 95.46 feet; thence South 69°44'00" East, 82.39 feet; thence South 49°58'35" East, 117.53 feet; thence North 73°41'15" East, 104.52 feet; thence South 67°27'45" East, 58.44 feet; thence on a non-tangent curve to the left 72.42 feet, said curve having a central

angle of 23°42'32", a radius of 175.00 feet, a chord of 71.90 feet, bearing South 80°57'30" East; thence North 87°47'40" East, 28.22 feet; thence North 52°53'30" East, 75.71 feet; thence on a non-tangent curve to the left 129.04 feet, said curve having a central angle of 49°17'21", a radius of 150.00 feet, a chord of 125.10 feet bearing North 28°51'20" East; thence North 07°13'25" East, 92.16 feet; thence North 01°22'00" East, 22.55 feet; thence North 03°00'45" West, 88.50 feet; thence North 07°43'45" East, 66.36 feet; thence North 25°24'15" West, 44.43 feet; thence on a non-tangent curve to the right 69.55 feet, said curve having a central angle of 49°48'33", a radius of 80.00 feet, a chord of 67.38 feet, bearing North 22°31'00" East; thence South 72°39'00" East, 53.51 feet; thence North 43°01'10" East, 42.54 feet; thence North 20°45'40" East 44.59 feet; thence North 09°05'35" East, 35.35 feet; thence North 21°02'35" East, 63.16 feet; thence North 29°01'30" East, 18.38 feet; thence North 17°03'10" East, 25.95 feet; thence North 22°18'55" East, 67.21 feet; thence North 28°24'35" East, 66.38 feet; thence North 45°31'25" East, 62.69 feet to a point on the westerly line of FENTON & BISHOP'S PLAT OF OUTLOTS; thence South 21°32'20" East along said westerly line, 206.27 feet; thence South 15°46'40" West, 135.65 feet; thence South 49°04'20" East, 114.55 feet; thence South 23°03'00" East, 102.31 feet; thence South 12°03'20" East, 182.96 feet; thence South 14°25'30" West, 122.84 feet; thence South 57°01'55" West, 39.82 feet; thence South 23°10'20" West, 63.88 feet; thence South 21°12'45" East along the westerly line of Michigan DOT Draining right-of-way, 560.00 feet to the northerly right-of-way of Highway I-69; thence South 68°47'15" West along the northerly right-of-way of Highway I-69, 610.97 feet; thence South 61°41'12" West along the northerly right-of-way of Highway I-69, 534.91 feet; thence South 21°28'05" East along the northerly right-of-way of Highway I-69, 40.29 feet; thence South 61°41'12" West along the northerly right-of-way of Highway I-69, 50.36 feet; thence North 21°28'05" West along the northerly right-of-way of Highway I-69, 113.31 feet; thence South 68°31'55" West along the northerly right-of-way of Highway I-69, 1539.58 feet to the point of beginning of this description.

(2) The description of the property in subsection (1) is approximate and, for purposes of the conveyance, is subject to adjustments as the state administrative board or the attorney general considers necessary by survey or other legal description.

(3) The property described in subsection (1) shall only include surplus, salvage, and scrap property or equipment identified by the department of education and school for the deaf as being included.

(4) The fair market value of the property described in subsection (1) shall be determined by an appraisal prepared for the department of technology, management, and budget by an independent appraiser.

(5) Subject to subsection (6), the director of the department of technology, management, and budget shall take the necessary steps to prepare to convey the property described in subsection (1) using any of the following at any time:

(a) Competitive bidding designed to realize the best value to the state, as determined by the department of technology, management, and budget.

(b) A public auction designed to realize the best value to the state, as determined by the department of technology, management, and budget.

(c) Real estate brokerage services designed to realize the best value to the state, as determined by the department of technology, management, and budget.

(d) A value-for-value conveyance negotiated by the department of technology, management, and budget designed to realize the best value to the state. In determining whether value-for-value consideration for the property represents the best value, the department may consider the fair market value or the total value based on any positive economic impact to the state likely to be generated by the proposed use of the property, especially economic impact resulting in the creation of jobs or increased capital investment in the state.

(e) Offering the property for sale for fair market value to a local unit or units of government.

(f) Offering the property for sale for less than fair market value to a local unit or units of government, subject to subsection (9).

(g) Transferring or conveying the property to the land bank fast track authority established under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774, for an amount of consideration the director considers proper, fair, and valuable, including a transfer or conveyance for no monetary consideration.

(6) Before offering the property described in section 1 for public sale, the director of the department of technology, management, and budget shall first offer the property described in subsection (1), or any portion of that property, to Lurvey White Ventures 1, LLC for consideration of not less than \$1,300,000.00, for the construction and renovation of a new school for the deaf, subject to subsection (7). Lurvey White Ventures 1, LLC shall have the first right to purchase the property for a period of 180 days after the effective date of this act. Conveyance of any portion of the property to Lurvey White Ventures 1, LLC shall be subject to the conditions prescribed in subsection (7) and is contingent upon Lurvey White Ventures 1, LLC entering into lease number 11530 with the state for possession of a portion of the property of approximately 120,000 usable square feet of space, with an initial annual base rent not to exceed \$2,060,000.00 for the department of education for the purpose of providing school facilities for educating the deaf.

(7) Any conveyance of the property to Lurvey White Ventures 1, LLC authorized by subsection (6) shall provide for all of the following:

(a) The property shall continue to be used exclusively for education or education-related purposes.

(b) Lurvey White Ventures 1, LLC shall reimburse the state for requested costs necessary to prepare the property for conveyance.

(c) The property shall be developed according to proposed and approved specifications of the school for the deaf presented to the department of technology, management, and budget, within 1 year of the effective date of this legislation.

(d) Proof shall be provided to the department of technology, management, and budget of the financial ability to complete the project as proposed.

(e) Proposed project construction and occupancy must be completed within 3 years of the effective date of this act.

(f) In the event of an activity inconsistent with subdivision (a), (c), (d), or (e), the state may reenter and repossess the property, terminating the grantee's or successor's estate in the property.

(g) If the grantee or successor disputes the state's exercise of its right of reentry and fails to promptly deliver possession of the property to the state, the attorney general, on behalf of the state, may bring an action to quiet title to, and regain possession of, the property.

(h) If the state reenters and repossesses the property, the state shall not be liable to reimburse any party for any improvements made on the property.

(8) If the property is conveyed to Lurvey White Ventures 1, LLC according to subsection (6), and if Lurvey White Ventures 1, LLC intends to convey the property within 7 years after the conveyance from the state, Lurvey White Ventures 1, LLC shall provide notice to the department of technology, management, and budget of its intent to offer the property for sale. The department of technology, management, and budget shall retain a right to first purchase the property, or any portion of the property being offered, at the original sale price, or if a partition of the property is being offered, the prorated sale price, within 90 days of the notice. If the state waives its first refusal right, Lurvey White Ventures 1, LLC shall pay to the state 40% of the difference between the sale price of the conveyance from the state and the sale price of the subsequent sale or sales to a third party.

(9) Any conveyance for less than fair market value authorized by subsection (5)(f) shall provide for all of the following:

(a) The property shall be used exclusively for public purposes and if any fee, term, or condition for the use of the property is imposed on members of the public, or if any of those fees, terms, or conditions are waived for use of this property, all members of the public shall be subject to the same fees, terms, conditions, and waivers.

(b) In the event of an activity inconsistent with subdivision (a), the state may reenter and repossess the property, terminating the grantee's or successor's estate in the property.

(c) If the grantee or successor disputes the state's exercise of its right of reentry and fails to promptly deliver possession of the property to the state, the attorney general, on behalf of the state, may bring an action to quiet title to, and regain possession of, the property.

(d) If the state reenters and repossesses the property, the state shall not be liable to reimburse any party for any improvements made on the property.

(e) The grantee shall reimburse the state for requested costs necessary to prepare the property for conveyance.

(f) If the local unit of government grantee intends to convey the property, or any portion of the property, within 7 years after the conveyance from the state, the grantee shall provide notice to the department of technology, management, and budget of its intent to offer the property for sale. The department of technology, management, and budget shall retain a right to first purchase the property at the original sale price, or if a partition of the property is being offered, the prorated sale price, within 90 days after the notice. In the event that the state waives its first refusal right, the local unit of government shall pay to the state 40% of the difference between the sale price of the conveyance from the state and the sale price of the local unit's subsequent sale or sales to a third party.

(10) The department of attorney general shall approve as to legal form the quitclaim deed authorized by this section.

(11) The state shall not reserve oil, gas, or mineral rights to the property conveyed under this section. However, the conveyance authorized under this section shall provide that, if the purchaser or any grantee develops any oil, gas, or minerals found on, within, or under the conveyed property, the purchaser or any grantee shall pay the state 50% of the gross revenue generated from the development of the oil, gas, or minerals. This payment shall be deposited in the general fund.

(12) The state reserves all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines, or other relics lying on, within, or under the property with power to the state and all others acting under its authority to enter the property for any purpose related to exploring, excavating, and taking away the aboriginal antiquities.

(13) The net revenue received from the sale of property under this section shall be used first to retire outstanding debt financed by the state building authority for the residential facility on the property. Any funds remaining will then be used to reimburse any money that has been financed by the state building authority for special maintenance projects

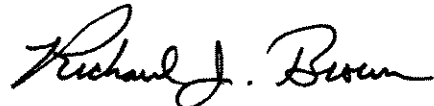
on the property. Any funds remaining shall be deposited in the state treasury and credited to the general fund. As used in this section, "net revenue" means the proceeds from the sale of the property less reimbursement for any costs to the state associated with the sale of property, including, but not limited to, administrative costs, including employee wages, salaries, and benefits; costs of reports and studies and other materials necessary to the preparation of sale; environmental remediation; legal fees; and any litigation related to the conveyance of the property.

(14) Contingent upon the conveyance of the property as authorized in subsection (6) and with the approval of the state administrative board, the department of technology, management, and budget is authorized to enter into a lease for possession of a portion of the property of approximately 120,000 usable square feet of space, with an initial annual base rent not to exceed \$2,060,000.00, for the department of education for the purpose of providing school facilities for educating the deaf. All documents regarding the lease shall be approved as to legal form by the attorney general. The initial lease entered into under this subsection is exempt from the requirement of joint capital outlay subcommittee approval under section 221(3) of the management and budget act, 1984 PA 431, MCL 18.1221.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

Approved

.....
Governor

RZ 25-02 – Exhibit C

RELAVENT COMPREHENSIVE PLAN SECTIONS:

Place Based Land Use Map, Page 42:

The subject property is generally identified with the Traditional Neighborhood place type.

Traditional Neighborhood Place Type, Page 48:

Character Description Excerpt (p. 48): ...Flint's Traditional Neighborhoods *are supported by various other uses including schools, community centers, religious institutions and parks.* Trees and sidewalks line every street, providing a safe and comfortable environment to walk to local bus stops, ride a bike, or simply take a stroll.

Traditional neighborhoods are stable with minimal vacancies, allowing for the efficient provision of services.

Land Uses Excerpt (p. 48): ...Detached single family homes predominate the Traditional Neighborhood place type. Most of the homes exist on a "typical" City lot, however, some larger lots do exist as a result of acquiring and consolidating adjacent parcels when lots were vacated. *Public uses, such as schools and parks, can also be located within the Traditional Neighborhood,* however, they may be better suited for the Neighborhood Center place type.

Implementation of the TN Place Type Excerpt (p. 49): ... Schools can serve as a building block around which Traditional Neighborhoods can flourish, providing a central gathering place, a sense of identity, and community-based educational opportunities.

Economic Development and Education Plan, Michigan School for the Deaf, Page 205:

The 130-acre campus of the Michigan School for the Deaf (MSD), located at Court Street and Miller Road, recently underwent a \$36 million redevelopment that included construction of a new, 80,000 square foot state-of-the-art building to house MSD. In addition, the 100-year-old Fay Hall, a partially abandoned dormitory, underwent renovation to become the new home of Flint Powers Catholic High School, which relocated from nearby Mt. Morris Township. Flint Powers owns the 150,000 square foot building. The MSD/Flint Powers Catholic project represents the largest development in the City of Flint since Mott Community College opened the Regional Technology Center in 2002.

Other Schooling Options, Page 207:

In addition to Flint Community Schools, there are four public charter schools and five private schools in Flint.

These schools provide a valuable alternative to the public school district, and have emerged as strong partners in improving education in Flint.

Private Schools (p. 207): Private schools range in grades served, but in general, elementary schools offer kindergarten through eighth grade and high schools offer ninth through twelfth grades. The Lion of Judah Temple School offers instruction at all grade levels. There is only one private high school, Flint Powers Catholic, which enrolls approximately 680 students.

RZ 25-02 – Exhibit C

Integrating K-12 with Higher Education, Page 208:

Success Story: Kettering University Dual Enrollment Program (p. 208): A new program offered at Flint Powers School Catholic may also serve as a model for how FCS can work with nearby higher education institutions to increase academic offering and expose FCS students to college-level coursework. Flint Powers Catholic, which is located near Kettering University, now offers students a dual enrollment program allowing high schoolers to take college courses at reduced tuition costs.

The program is also unique in that Kettering University professors teach the courses at Powers, suited to the schedule of the high school students. The relationship benefits students by exposing them to college curricula and benefits Kettering by bringing students to the University.

RELAVENT ZONING ORDINANCE SECTIONS:

§50-18 TN-1 Traditional Neighborhood Low Density: Purpose and Intent, Article 3 Page 1:

The TN-1 Traditional Neighborhood–Low Density district is intended to accommodate low density neighborhoods where single-family homes are located upon larger lots than is typical of the development that predominates in the community's other single-family neighborhoods. Various non-residential uses that complement the traditional neighborhood including schools, community centers, religious institutions, and parks are permitted on a limited scale.



Sheldon Neeley
Mayor

CITY OF FLINT

FLINT PLANNING COMMISSION

Meeting Minutes
December 9th, 2025

Commissioners Present

Robert Wesley, Chair
Carol-Anne Blower, Vice-Chair
Lynn Sorenson, Secretary
Robert Jewell
Mona Munroe-Younis
Rodrick Green
Edquan Dantzler

Staff Present

Donyele Darrough, Assistant City Attorney
Tom Sparrow, Assistant City Attorney
Brian Aceff, Zoning Coordinator
Max Lester, Zoning Coordinator
Dalton Castle, Planner I
Montel Meniffee, Marihuana Licensing Coordinator

Absent:

Jeffrey Curtis Horton
Nadia Rodriguez

ROLL CALL:

Chairperson Wesley called the meeting to order at 5:45 p.m. Roll was taken, and a quorum was present.

The meeting was held both in-person in the City Council Chambers and via Zoom conferencing as approved.

Roll Call:

Commissioner Dantzler: Present
Commissioner Blower: Present
Commissioner Jewell: Present
Commissioner Rodriguez: Absent
Commissioner Green: Present

Commissioner Sorenson: Present
Commissioner Munroe-Younis: Present
Commissioner Horton: Absent
Chairperson Wesley: Present

ADDITIONS/CHANGES TO THE AGENDA:

Commissioner Jewell asked that discussion of a possible special meeting called be held during New Business. Chairperson Wesley clarified that a special meeting is no longer necessary and will not be pursued.

Commissioner Jewell inquired as to why the agenda was reorganized to have Old and New Business appear earlier. Chairperson Wesley explained there are applicants who's cases are being heard under those sections of the agenda and they have been moved up as a courtesy.



Sheldon Neeley
Mayor

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ADOPTION OF THE AGENDA:

Commissioner Wesley asked for a motion to approve the agenda. Commissioner Munroe-Younis motioned to accept the agenda. Commissioner Blower seconded the motion.

M/S – Munroe-Younis/Blower
Unanimously carried by voice vote

MINUTES OF PREVIOUS MEETINGS:

The minutes of November 25th, 2025, were presented.

Commissioner Munroe-Younis noted typos on pages 2 & 3 of the minutes. She further clarified her question on page 9 of the minutes as to whether or not staff had contacted Commissioners Horton and Rodriguez regarding their absence was also a request for staff to contact them if they had not already done so.

Commissioner Jewell expressed that his commentary in regard to tabling PC 25-06 to the January 13th, 2026, Planning Commission meeting was more so in support of doing so as opposed to advising the Planning Commission to pursue said course of action.

Commissioner Jewell made a motion to approve the minutes of November 25th, 2025, as corrected. Commissioner Blower seconded the motion.

Roll Call:

Commissioner Dantzler: Yes
Commissioner Blower: Yes
Commissioner Jewell: Yes
Commissioner Rodriguez: Absent
Commissioner Green: Yes

Commissioner Sorenson: Abstain
Commissioner Munroe-Younis: Yes
Commissioner Horton: Absent
Chairperson Wesley: Yes

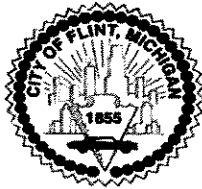
M/S – Jewell/Blower
6 yes – 0 no – 1 abstain
Unanimously carried by voice vote

PUBLIC FORUM:

Chairperson Wesley opened the floor for public forum. Dan Foster began to speak regarding MDR 25-01. Chairperson Wesley reminded Mr. Foster that there would be an opportunity to provide commentary on MDR 25-01 during the associated public hearing.

PUBLIC HEARINGS:

RZ 25-02: 1505 E Court St - Powers Catholic High School Rezoning Petition to rezone the property from TN-1: Traditional Neighborhood – Low Density to TN-2: Traditional Neighborhood – Medium Density.



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Max read the staff report. Commissioner Jewell thanked staff for the information regarding the Religious Land Use and Institutionalized Persons Act (RLUIPA).

Kate Gross, President of Powers Catholic High School presented the application. She discussed the challenges created by the current TN-1 zoning of the property making the longstanding use of the property as a high school non-conforming.

Chairperson Wesley opened the floor for public comment on RZ 25-02. No one spoke.

Commissioner Blower made a motion to approve RZ 25-02 and submit a positive recommendation to City Council for the rezoning of 1505 E Court St to TN-2: Traditional Neighborhood – Medium Density. Commissioner Dantzler seconded the motion.

Roll Call:

Commissioner Dantzler: Yes
Commissioner Blower: Yes
Commissioner Jewell: Yes
Commissioner Rodriguez: Absent
Commissioner Green: Yes

Commissioner Sorenson: Yes
Commissioner Munroe-Younis: Yes
Commissioner Horton: Absent
Chairperson Wesley: Yes

M/S – Blower/Dantzler

7 yes, 0 no, 0 abstain

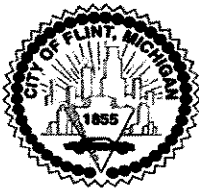
The motion carried.

PC 25-10: 615 S Saginaw St - Flint Children's Museum Special Land Use Petition

Brian read the staff report. Commissioner Jewell asked if St Paul's and the MTA parking lot in downtown are available for public parking as outlined as options in the application. Brian stated that staff did not require any proof of shared parking agreement or similar as no parking is required in the DC: Downtown Core zoning district and that the applicant may be able to provide more information. Commissioner Jewell raised concern over the bus drop off zone.

Kimberly Brodey, the Executive Director of the Flint Children's Museum, presented the application alongside their project architect Tori Manix. Commissioner Sorenson expressed disappointment at the loss of the outdoor play area that cannot be provided at the new location. She further expressed concern at traffic congestion caused by bus drop-offs.

Commissioner Blower raised concern for pedestrian safety considering the proposed off-site parking options. Ms. Brodey stated they are brainstorming ideas for traffic indicators to bolster safety and are hoping for support from the City in maintaining public safety.



**Sheldon Neeley
Mayor**

CITY OF FLINT

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Commissioner Jewell reiterated his concerns about parking. Ms. Manix explained they have not yet reached agreements for parking, but other parties appear agreeable based on private discussions. She clarified that the current intent is for buses to drop off in Brush Alley then be parked in the MTA lot until pickup.

Commissioner Sorenson asked if the Children's Museum would occupy the entire building, displacing current tenants. Ms. Brodey explained that yes, they will be occupying the entire building, though they are in talks with current tenants on the ground floor who may be able to stay as they occupy a small portion of the floor area.

Commissioner Munroe-Younis stated that this is a major change to that block and asked if they had spoken with any of the neighbors regarding the change. Ms. Brodey stated that all discussions they have had with neighbors have been positive.

Commissioner Dantzler expressed his support for the project and asked if the new location would cause the Children's Museum to lose or gain any programs or exhibits. Ms. Brodey explained they would be gaining exhibit and event space with the move.

Commissioner Jewell stated he is considering possible conditions for approval of PC 25-10.

Chairperson Wesley opened the floor for public comment on PC 25-10. Mr. Foster spoke in favor of PC 25-10.

Commissioner Jewell asked if there had been any additional communications regarding PC 25-10. Brian stated there were no additional communications.

Chairperson Wesley stated he believes the applicant will take care to ensure the safety of their patrons.

Commissioner Dantzler stated the parking setup causing a need to walk multiple blocks in a downtown area is not abnormal compared to other museums he has visited prior.

Commissioner Jewell raised concern regarding follow through on parking agreements with St Paul's and the MTA and questioned whether a condition of approval would be appropriate. Chairperson Wesley expressed concern with burdening the applicant by putting conditions on the approval.

Commissioner Jewell made a motion to approve PC 25-10 based on information provided by staff, the applicant's presentation, and Planning Commission's discussion. Commissioner Blower seconded the motion.



Sheldon Neeley
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Roll Call:

Commissioner Dantzler: Yes
Commissioner Blower: Yes
Commissioner Jewell: Yes
Commissioner Rodriguez: Absent
Commissioner Green: Yes

Commissioner Sorenson: Yes
Commissioner Munroe-Younis: Yes
Commissioner Horton: Absent
Chairperson Wesley: Yes

M/S – Jewell/Blower

7 yes, 0 no, 0 abstain

The motion carried.

MDR 25-01: 4309 Industrial Ave - Flint Police and Fire Regional Training Center Municipal Development Review petition

Max read the staff report. Commissioner Green asked who owned the land West of the proposal. Max stated part of it was owned by the neighboring church. Commissioner Jewell asked for clarification on the site plan review checklist. Max went over the items that were present on the demolition plan and landscaping plan.

The Planning Commission expressed uncertainty as to who the applicant is. Max clarified that City Administration is the applicant.

Qetuwrah Reed from HRC, the engineer for the project, presented the application as no members of City Administration were present. Commissioner Jewell expressed concern that certain pages in the plan set read "Not for Construction". Ms. Reed clarified that the presence of the line does not indicate that the proposed plans are not the same as those to be used for construction.

Commissioner Blower asked if there had been any efforts to reach out to the nearby veteran's village regarding the proposed development. Ms. Reed stated the City has not shared whether or not there has been a dialogue between the two parties, she then described how the property would be secured and self-contained to avoid impacting other nearby properties.

Chairperson Wesley asked for more information on the soundproofing of the firing range. Ms. Reed described the soundproofing measures and stated that Fire related training would not be particularly loud or noticeable with the exception of the burn tower. Commissioner Green expressed skepticism at the idea that the building would be completely soundproof.

Commissioner Munroe-Younis expressed additional concern for the soundproofing and the hours of operation of the site, particularly the burn tower. Ms. Reed detailed the paneling that would make the building soundproof and described the landscape buffer around the property. Commissioner Munroe-Younis said that the landscaping plan could be more robust, especially near the proposed burn tower. She then raised concern on the environmental impacts of the burn tower and discussed other businesses



Sheldon Neeley
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in Flint which generate smoke that have taken steps to avoid impacting air quality. Ms. Reed explained that the burn tower is a controlled environment and would not generate the same amount of smoke as an uncontrolled house fire. Commissioner Munroe-Younis requested additional details regarding the burn tower to better understand impacts it would have on the environment and air quality. Ms. Reed said she would speak with Fire Chief Wiggins to get more information on the impacts of the burn tower.

Chairperson Wesley opened the floor for public comment on MDR 25-01. Dan Foster spoke in opposition of MDR 25-01, stating it perpetuated the legacy of slavery in the United States, and concluded by declaring he would file a class-action lawsuit against the City to the Supreme Court in the event MDR 25-01 is approved.

James Jones, representing Greater Galilee Baptist Church, raised concerns regarding MDR 25-01, expressing uncertainty as to how it would affect the church and veterans living in the area. Teleah Meeks and Theresa Ochoa, who attended via Zoom, yielded their time to Mr. Jones as their representative.

Lieutenant John Smith with the City of Flint Fire Department spoke in favor of MDR 25-01. He discussed safety concerns with the existing training setup the Fire Department has.

Chairperson Wesley read in letters of support from neighboring community Police Departments in Lapeer, Detroit, Grand Blanc, and Bishop Airport.

Commissioner Green expressed he is in support of the project but has significant concern with the location and wants complete certainty that there will be no negative impacts on the surrounding community.

Commissioner Munroe-Younis said that it would be nice to see the city reaching out to the community for which the training center is proposed despite that it is not a requirement of the application. She reiterated the importance of protecting not only the community, but firefighters and police officers training on the site from possible negative health impacts as the air quality concerns have not been addressed as proactively as the noise concerns. Commissioner Munroe-Younis asked staff to advise on how to proceed considering she does not believe the right individuals are present to answer her questions at this time. Max advised that the hearing could be tabled pending requests for specific additional information. Commissioner Munroe-Younis advocated for the postponement of the decision on MDR 25-01.

Commissioner Jewell discussed the option of approving the project with mutually agreed conditions between the Planning Commission and the applicant. Commissioner Dantzler added that he believes that without representatives of the Police and Fire departments present the Planning Commission's questions cannot be answered and therefore the proper conditions, if any, can be placed on the approval.



Sheldon Neeley
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Commissioner Munroe-Younis made a motion to postpone the remainder of the public hearing for MDR 25-01 to the January 27th, 2025, Planning Commission meeting to allow the applicants time to prepare to answer questions as they relate to the environmental implications of the proposed development, reach out to the neighboring community surrounding the development including Greater Galilee Baptist Church, and to have member(s) of City Administration present to answer relevant questions. Commissioner Green seconded the motion.

Ms. Reed consented to the postponement to the January 27th, 2025, Planning Commission meeting.

Roll Call:

Commissioner Dantzler: Yes
Commissioner Blower: Yes
Commissioner Jewell: Yes
Commissioner Rodriguez: Absent
Commissioner Green: Yes

Commissioner Sorenson: Yes
Commissioner Munroe-Younis: Yes
Commissioner Horton: Absent
Chairperson Wesley: Yes

M/S – Munroe-Younis/Green

7 yes, 0 no, 0 abstain

The motion carried.

SITE PLAN REVIEW:

No Site Plan Review applications were seen at this time.

OLD BUSINESS:

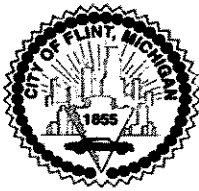
PC 25-06: 1110 Tower St – “Group F” Marihuana Processing Center License Petition
(CONTINUATION)

Brian read a memo presented by Chairperson Wesley detailing a misunderstanding of the Marihuana Ordinance as it relates to the location confirmation. The location confirmation which states the property is within 1,000 feet of a commercial daycare center would not disqualify the proposed location as the daycare is not “home-based”. This means the applicant would no longer need to pursue a Locational Variance as originally thought.

Commissioner Jewell stated that based on the updated information he would no longer be abstaining from participation on PC 25-06.

Commissioner Dantzler asked staff for a brief recap on the case as it relates to the need for a locational variance. Brian stated the request and reiterated a Variance is no longer needed.

Commissioner Blower asked what the current licensing situation is for the property. Montel explained they currently have several grow licenses and would be adding a processing license reworking their existing floor plan without expanding. Commissioner Munroe-Younis asked if there had been any



Sheldon Neeley
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update as to whether the Law Department had signed off on the review. Attorney Sparrow assured the Planning Commission that the Law Department has approved the review despite information in their packet not being updated.

Commissioner Blower made a motion to approve PC 25-06. Commissioner Sorenson seconded the motion.

Roll Call:

Commissioner Dantzler: Yes
Commissioner Blower: Yes
Commissioner Jewell: Yes
Commissioner Rodriguez: Absent
Commissioner Green: Yes

Commissioner Sorenson: Yes
Commissioner Munroe-Younis: Yes
Commissioner Horton: Absent
Chairperson Wesley: Yes

M/S – Blower/Sorenson

7 yes, 0 no, 0 abstain

The motion carried.

Commissioner Attendance and Term Sequencing

Brian presented a memo addressing the Planning Commission's concerns regarding Commissioner attendance and terms sequence.

Commissioner Jewell encouraged the mayor, staff, and the respective City Council members for each Ward to seek new commissioners to replace those that do not attend meetings.

Commissioner Munroe-Younis suggested acting tonight to remove Commissioners Horton and Rodriguez. Commissioner Blower stated she did not see the value in removing them considering they can be replaced at any time once their terms are expired.

Attorney Darrough clarified that per the Planning Commission by laws their meetings may be tabled at any time after 9:00 PM.

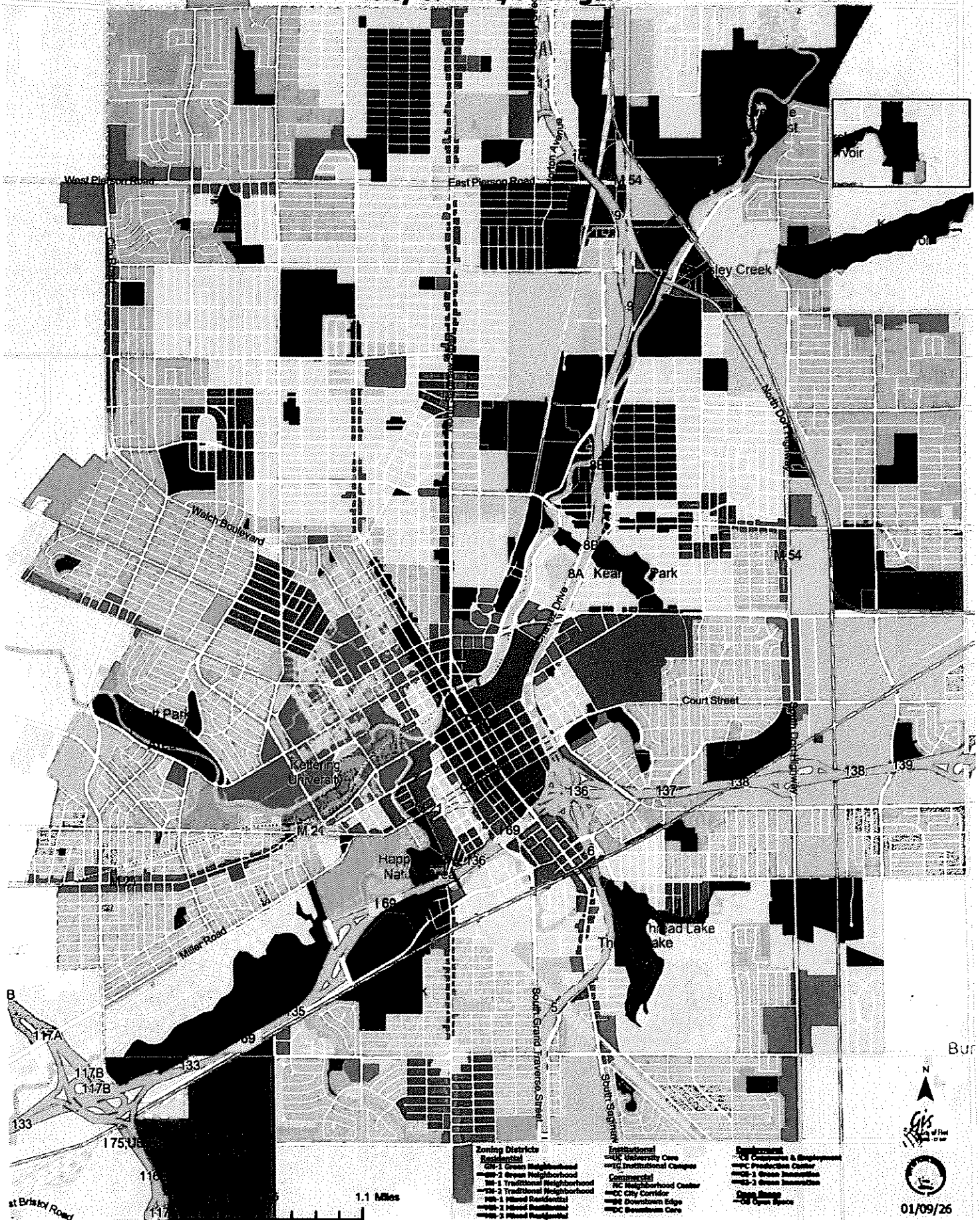
ADJOURNMENT:

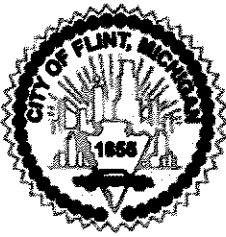
M/S – Sorenson/Blower

Unanimously carried by voice vote.

Meeting adjourned at 9:05 PM.

Draft Zoning Map of the City of Flint, Michigan





260247.1

RESOLUTION NO.: _____

PRESENTED: 7-22-2026

ADOPTED: _____

A0698

RESOLUTION TO APPROVE A LEASE AGREEMENT BETWEEN THE CITY OF FLINT AND GENESEE COUNTY FOR THE 67-5 DISTRICT COURT OFFICE SPACE

BY THE CITY ADMINISTRATOR:

WHEREAS, on January 2, 2016, the 68th District Court and the 67th District Court were consolidated resulting in the creation of the 67-5th Division pursuant to Emergency Management Order 2422015 ("EM Order"); and

WHEREAS, under the EM Order, the City of Flint was responsible for paying an annual fee to Genesee County ("County") through September 30, 2025, to assist with operational costs of the 67-5 Division of the District Court; and

WHEREAS, from 2016 through 2024, the City paid an annual fee ranging from \$643,435 to \$933,057, with the final payment of \$255,836 remitted to the County in December 2025; and

WHEREAS, a portion of the annual fee covered the City of Flint's Law Department's office space located at the 67-5th Division of the District Court; and

WHEREAS, the City of Flint wishes to maintain the office space it currently occupies in the 67-5 division of the District Court for the Flint Law Department to continue prosecuting violations of the City's ordinances; and

WHEREAS, the City and Genesee County began negotiations in 2025 and have agreed to a five-year lease from January 1, 2026 through December 31, 2029; and

WHEREAS, under the lease agreement, the Flint City Attorney's office would have continued use of office space on the first floor of the McCree Building for a monthly rental rate as follows: \$750 per month from January 1, 2026, through May 31, 2026, \$785.00 for the first extension term and \$820.00 for a second extension term as stated in the agreement, and shall be paid from Acct. No. 101-266.000-940.000; and

WHEREAS, the County will provide all maintenance and pay utility costs, and the City will be responsible for its own internet and computer network access.

THEREFORE, IT IS RESOLVED that the Flint City Council authorizes City officials to do all things necessary to enter into a lease agreement with Genesee County to maintain office space in

The 67-5th Division of the District Court for the City of Flint Law Department's continued use to prosecute violations of city ordinances as provided in the lease agreement.

FOR THE CITY:

FOR CITY COUNCIL:

Clyde D. Edwards, City Administrator

Candice Mushatt, Council President

Phil Moore, Chief Financial Officer

APPROVED AS TO FORM:

JoAnne Gurley, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 324 S. Saginaw Street, Flint, Michigan 48502 (the "County") and the City of Flint, a Michigan Municipal Corporation, whose principal place of business is 1101 S. Saginaw Street, Flint, Michigan 48502 (the "Tenant") (the County and the Tenant together, the "Parties").

1. The Leased Premises

The County leases to the Tenant, and the Tenant leases from the County, a portion of the commercial building located at 630 S. Saginaw Street, Flint, Michigan 48502, more particularly described in Exhibit A (hereinafter the "Leased Premises")

2. The Lease Term

2.1 Initial Term

The term of this Lease Agreement shall commence on June 1, 2026 and shall end on December 31, 2029 (the "Initial Term").

2.2 Extension Term

The Tenant has the option, subject to the County's right to terminate for convenience under Paragraph 13.2 of this Lease, to extend this Lease Agreement for up to two additional one (1) year terms (the "Extension Terms") (the Initial Term or any Extension Term, a "Lease Term").

2.3 Extension

If the Tenant has not notified the County of its intent to extend this Lease Agreement by 60 days prior to the end of a Lease Term, this Lease Agreement shall terminate.

3. The Rent

3.1 Upon execution of this agreement, the Tenant shall pay a lump sum of \$3,750 which constitutes the monthly rental rate for the period from January 1, 2026, through May 31, 2026

3.2 The monthly rent (the "Rent") for the Initial Term of this Lease Agreement shall be payable in advance to the Genesee County Treasurer by the fifteenth (15th) day of each month. The monthly Rent shall be \$750.00.

3.3 If the Tenant exercises its option to extend this Lease Agreement for one or more Extension Terms, the monthly rent shall be \$785.00 for the first Extension Term, and \$820.00 for the second Extension Term.

4. Use and Access

4.1 Use of Leased Premises

The Tenant agrees that it shall use the Leased Premises solely for the purpose of general office use.

4.2 Hazardous Materials

Tenant agrees that it shall not bring any hazardous substances, as that term is defined by MCL 324.20101(t), onto the Leased Premises. Tenant further agrees to indemnify and hold the County harmless from all claims, liability, damage, or injury to any person or entity, including the County, arising out of the Tenant's storage at, use at, or transportation of hazardous substances to or from the Leased Premises.

4.3 The Tenant's Access to the Leased Premises

The Tenant shall have full access to and may use the Leased Premises for the aforementioned use during regular business hours. The Tenant shall also have access to the commercial building located at 990 S. Saginaw Street as needed to permit access to the Leased Premises to Tenant, its agents, employees, and invitees.

4.4 Signage

Subject to the County's reasonable written approval of number, size, structure, and content, the Tenant may post signs upon the Leased Premises identifying it as Tenant's place of business.

5. Alterations to the Leased Premises

5.1 The Tenant shall have no authority to make alterations or improvements to the Leased Premises.

5.2 Tenant agrees it will be solely responsible for its own acts and omissions and the acts and omissions of its employees, officers, directors, and affiliates arising out of the installation, use, and removal of any alteration or improvement to the Leased Premises performed by Tenant or Tenant's agents. The County shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the Tenant or its employees, officers, directors, or agents to perform any of their obligations under this Agreement.

6. Maintenance and Utilities

6.1 Maintenance

The County agrees that it shall provide all maintenance for the Leased Premises during the term of this Lease Agreement.

6.2 Utilities

The County shall bear the cost of all water and sewer facilities, electricity, and heat to the Leased Premises.

6.3 Digital Network

The Tenant shall provide its own equipment to obtain access to the internet and Tenant's network and will not be connected to the County's network. The Tenant understands that the County will end its agreement with Comcast to provide internet and network access on the Tenant's behalf, and the Tenant agrees to enter into a contract with Comcast, or a company of its own choosing, to provide it with such access.

7. Assignment or Transfer

The Tenant shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises.

8. Insurance Requirements

8.1 The Tenant's Liability Insurance Requirements

Commercial General Liability (CGL)

- Coverage for bodily injury, property damage, and personal/advertising injury and damage to rented premises.

Automobile Liability, Hire-Non-Owned Liability

- Coverage for all owned, non-owned, and hired vehicles
- Minimum limit: \$1,000,000 combined single limit per occurrence

Workers' Compensation and Employer's Liability

- Statutory Workers' Compensation in accordance with Michigan law
- Employer's Liability: \$1,000,000 each accident/disease

Property Insurance

- Lessor shall maintain property insurance covering the building structure
- Lessee shall maintain coverage for:
 - Personal property
 - Equipment
 - Improvements and betterments (if applicable)

Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence.

Additional Insured

To the extent permitted by law, the Tenant shall name the County as an additional insured on its Commercial General Liability policy with respect to liability arising out of the Lessee's use or occupancy of the premises.

Coverage shall be primary and non-contributory to the extent permitted by Lessee's insurance or self-insurance program.

Waiver of Subrogation

To the extent permitted by law, each party waives all rights to damages covered by property insurance maintained pursuant to this Agreement against the other party. Each party requires its insurers (or self-insurance program administrators) to provide a waiver of subrogation endorsement in favor of the other party.

8.2 County and Tenant's Evidence of Insurance

Each party shall provide the other with certificates of insurance or other reasonable evidence of coverage upon execution of this Agreement and upon each renewal of coverage thereafter.

Tenant shall provide written notice of cancellation or of a material change in coverage in accordance with policy provisions.

9. Claims

9.1 Each party to this Lease will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims.

9.2 Damage to the Leased Premises

In the event that the Leased Premises are damaged by fire, flood, or other casualty, the County shall, within a reasonable time, repair the Premises to as good condition as at the time possession was delivered to the Tenant.

9.3 If Premises are Rendered Untenantable

In the event that the fire, flood, or other casualty renders the Leased

Premises or any portion thereof untenable, either Party may terminate this Lease Agreement as of the date of the fire, flood, or other casualty. If the Lease Agreement is not terminated, the Tenant shall be entitled to an abatement of rent proportional to the amount of the Premises rendered untenable for the time that the Leased Premises remain untenable. This abatement of rent is Tenant's sole and exclusive remedy against the County for Tenant's loss of use of the Premises during the time that the Leased Premises remain untenable.

9.4 Definitions

For the purposes of this section, the following definitions apply.

9.4.1. *Fire, Flood, or other Casualty* is defined as any unexpected event not due to the intentional act of either Party that causes loss, damage, or injury.

9.4.2. The Leased Premises, or any portion thereof, are *untenable* if they are unable to be used for the purpose described in Paragraph 4.1.

10. Condemnation

10.1 If the whole or any part of the Leased Premises is acquired by the exercise of the power of eminent domain, or by a sale under threat of exercise of eminent domain, this Lease shall terminate effective as of the date of sale or condemnation, and, except as provided by this Lease, Tenant shall have no claim whatsoever, including claims of apportionment, against the County either for the value of any unexpired Term of the Lease or for the value of any Tenant Improvements.

10.2 In the event of such a sale or condemnation, the Rent for the month in which the sale or condemnation occurs shall be prorated to the date of the sale or condemnation, and the County shall return the unused portion of that month's Rent to the Tenant.

11. Subordination of Lease

Tenant agrees that County may subordinate this Lease Agreement to its present or any subsequent mortgage on the Premises, provided that such subordination does not interfere with Tenant's continued use and enjoyment of the Premises. Tenant agrees to execute any instruments that may be reasonably requested from time to time by County to evidence the above-described form of subordination of this Lease to any mortgage. Upon County's request, Tenant agrees to execute, acknowledge and deliver to County a statement in writing certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating said modifications), and the dates to which the rent and other charges have been paid in advance, if any.

12. Sale of Premises

If County sells or transfers all or any portion of the commercial building, to another party, then County shall be released from any liability thereafter accruing under this Lease Agreement to the extent the purchaser(s) or transferee(s) assumes the County's right and obligations under this Lease. If any security deposit or prepaid rent has been paid by Tenant, County shall transfer the security deposit or prepaid rent to County's successor, after which County shall be discharged from any further liability regarding such security deposit or prepaid rent. Any sale or transfer by County shall not interfere with Tenant's continued use and occupancy of the Premises pursuant to the term of this Lease Agreement.

If the County sells or transfers all or any portion of the commercial building to another party, and relocates the operations of the 67-5 District Court, the Tenant may relinquish its rights and obligations under this Lease and be released from all liability thereafter.

If the County sells or transfers all or any portion of the building to another party, and relocates the operations of the 67-5 District Court, the parties agree they will engage in good faith negotiations to renew the provisions of this Lease Agreement, and provide the Tenant, under the terms set forth herein, with 600 square feet of office space at the building or structure to which the operations of the 67-5 District Court have been relocated.

13. Termination and Surrender

13.1 Termination for Breach by Tenant

In the event that the Tenant is in breach of any provision of this Lease Agreement, and such breach continues for thirty (30) days after written notice by the County, the County may:

- 13.1.1. Cure such default and invoice Tenant the cost of such cure, which amount shall be due within thirty (30) days of receipt of such invoice; or
- 13.1.2. Terminate this Lease Agreement by sending written notice to Tenant of the effective date of such termination and seek to take possession pursuant to legal proceedings provided for by law. If Tenant is adjudged to be in default of this Lease by a court of competent jurisdiction and is so evicted from the Premises, County shall promptly attempt to procure a new Tenant for the Leased Premises on reasonable terms and conditions. If despite County's reasonable efforts, a new Tenant cannot be procured at the rental rate designated in this Lease Agreement, then Tenant shall be liable for any

difference in rent, and any damages to the Leased Premises caused by the Tenant. Tenant shall also be liable for County's reasonable costs and expenses associated with having to bring a legal proceeding pursuant to this Section if Tenant is deemed to be in violation of this Lease Agreement by a court of competent jurisdiction unless such court also determines County to be in violation of this Lease.

13.2 Termination for Breach by County

In the event that the County is in breach of any material obligation imposed by this Lease Agreement, and such breach continues for thirty (30) days after written notice by the Tenant, the Tenant may terminate this Lease Agreement by sending written notice to the County of the effective date of such termination.

13.3 Termination for Convenience

If, in the County's sole discretion, it is determined to be in the best interests of the County, the County may terminate this Lease Agreement upon one-hundred and eighty (180) days' written notice.

13.4 Condition Upon Surrender

The Tenant shall, upon termination of this Lease Agreement or at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear.

13.5 Payment Upon Termination

Within 10 business days from the effective date of any termination, Tenant shall pay to the County any outstanding amounts due for any reason under this Lease Agreement.

14. **Covenants**

14.1 County's Covenant of Quiet Enjoyment

During any Term of this Lease, the Tenant shall have peaceful possession of the Leased Premises, free of interference from the acts or claims of the County or third parties claiming rights through the County.

14.2 County's Covenant of Possession

During any Term of this Lease, the Tenant shall have exclusive possession

and control of the Leased Premises.

14.3 Tenant's Covenant to Pay Rent

During any Term of this Lease, Tenant shall pay the Rent on or before the due date each month except where payment of Rent is abated pursuant to the provisions of this Lease.

14.4 Tenant's Covenant to Maintain the Leased Premises

Tenant covenants that it will care for and maintain the Leased Premises in accordance with the provisions of this Lease Agreement.

14.5 Tenant's Covenant to Not Disturb Other Users of the Property

Tenant acknowledges that there are other Tenants and agencies using the Property, and Tenant covenants that its operations will not disturb the operations of the other Tenants and agencies using the property.

15. Nondiscrimination

The Tenant covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this lease. Breach of this covenant shall be regarded as a material breach of this contract.

16. No Commission

The Parties acknowledge that no broker or agent was used to procure this Lease Agreement, and each represents to the other that no commission shall be paid to any broker or agent.

17. General Provisions

17.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Leased Premises other than those contained herein.

17.2 Modification

This Lease Agreement may be modified only by written agreement executed

with the same formalities as this Lease Agreement.

17.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns of all of the parties hereto.

17.4 Headings

The paragraph headings in this Lease Agreement are used only for ease of reference, and do not limit, modify, construe, or interpret any provision of this Lease Agreement.

17.5 Governing Law and Venue

This Lease Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Lease Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.6 Subpoena Power

Tenant acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. Tenant agrees to submit to this power with respect to this Lease.

17.7 Severability and Survival

In the event that any provision of this Lease Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease Agreement.

17.8 No Waiver

No waiver or inaction by the County concerning any breach by the Tenant of the provisions of this Lease Agreement shall act as a waiver of any future breach by the Tenant.

17.9 Interpretation

Each Party has had opportunity to have this Lease Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized agents.

CITY OF FLINT

COUNTY OF GENESEE

By: _____
Clyde Edwards, City Administrator
City of Flint

By: _____
Dale Weighill, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

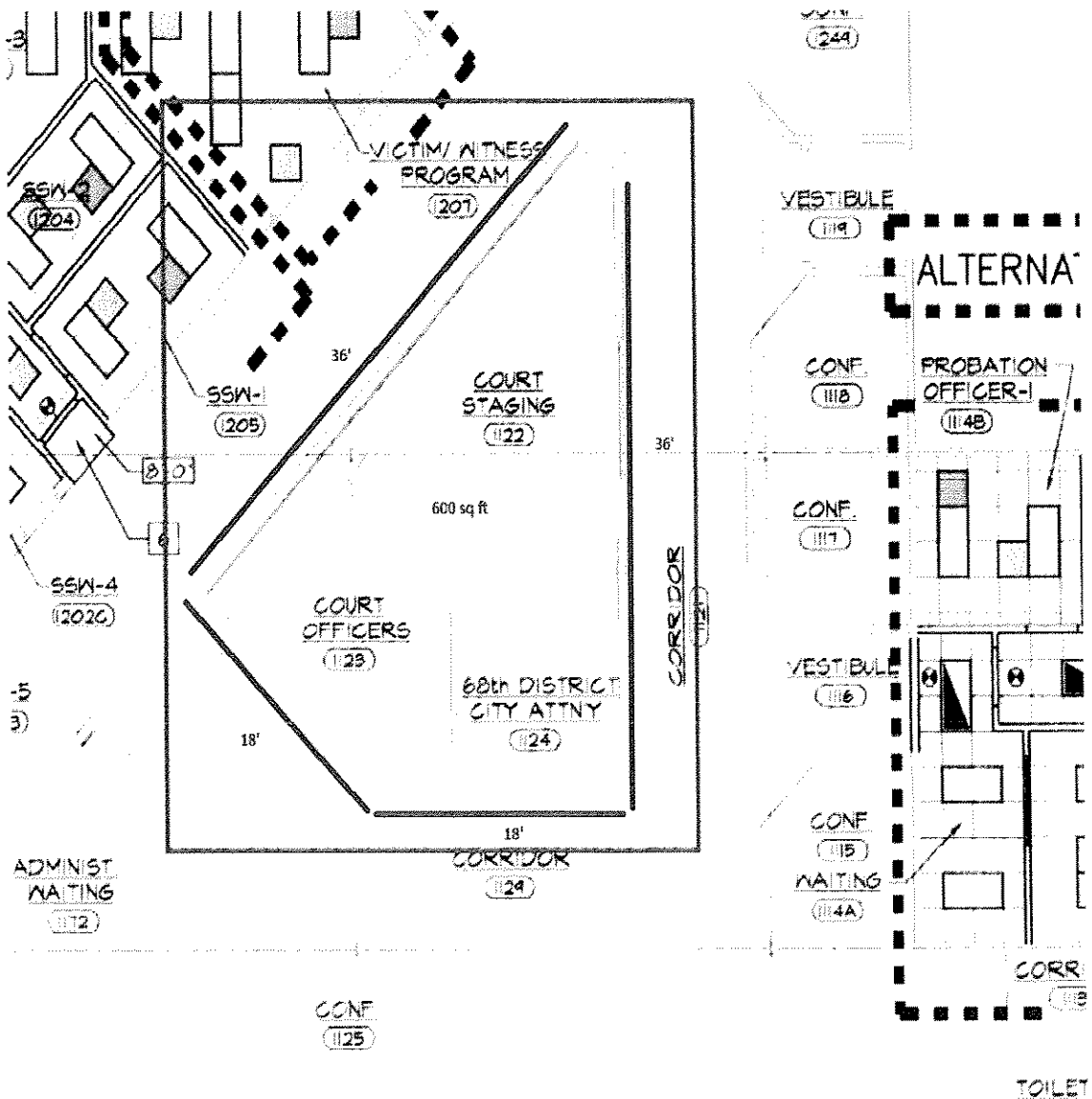
Joanne Gurley, City Attorney

Date: _____

EXHIBIT A

Description of Leased Premises

The Leased Premises shall consist of approximately 600 square feet of office space located on the 1st floor of the commercial building located at 630 S. Saginaw Street. The Leased Premises is divided into two offices and a larger common area which connects the offices and contains a closet. The Leased Premises includes lighting, doors, electrical outlets and digital network access points for both offices and the common area. There is also a countertop and sink with running water in the common area.



EM SUBMISSION NO.: EMA 2422015

PRESENTED: 4-28-15

ADOPTED: 4-28-15

RESOLUTION APPROVING CONSOLIDATION OF THE SIXTY-SEVENTH AND SIXTY-EIGHTH DISTRICTS OF MICHIGAN'S DISTRICT COURT AND TAKING RELATED IMPLEMENTING ACTIONS

BY THE EMERGENCY MANAGER:

There currently are, within the boundaries of Genesee County, two districts of Michigan's District Court, being the 67th district, which consists of the county of Genesee except the city of Flint, and the 68th district, which consists of the City of Flint ("Flint").

In June, 2013, the Michigan Supreme Court State Court Administrative Office, in its biennial Judicial Resources Recommendation and in order to more effectively utilize judicial resources throughout Genesee County, recommended that the Legislature consolidate the above referenced 67th and 68th districts; ("the Districts").

In Act No. 60 of the Public Acts of 2014 ("Act 60"), effective March 27, 2014, the Legislature authorized the governing bodies for the County of Genesee (the "County") and the City of Flint (the "City"), by adopting approving resolutions, to effect such a consolidation, under which consolidation the 68th district would be abolished and the 67th district would consist of the entire county of Genesee. Then incumbent 68th District Court Judges would become Judges of the 67th District Court and Flint would become the fifth election division of the 67th district.

The Genesee County Board of Commissioners (the "BOC"), in Resolution No. 14-531 ("Resolution 531") adopted December 10, 2014, approved the consolidation of the Districts, which Resolution further provided that the Resolution would take effect when the City, through its duly authorized representative, had also approved the consolidation and the County and the City had approved a Memorandum of Understanding relating to implementation of the consolidation. The BOC adopted Resolution 531 with the affirmative votes of eight of the Board's nine members.

Following the BOC's adoption of Resolution 531, representatives of the County and the City agreed upon a proposed Memorandum of Understanding (the "MOU") as required by that Resolution. A copy of the MOU is Attachment A of this Resolution.

In Resolution No. 15-138 adopted April 13, 2015, the BOC approved the MOU.

On April 10, 2015, as Emergency Manager for the City ("EM") pursuant to the Local Financial Stability and Choice Act, being Act No. 436 of the Public Acts of 2012 ("Act 436"), Michigan Compiled Laws ("MCL") sections 141.1541 *et seq.*, I submitted to the Flint City Council (the "Council") my following proposed and here summarized actions: approving the consolidation of the Districts; approving and signing the MOU; joining with the County in terminating, effective January 2, 2016, the lease between the County as Landlord and the City as

Tenant, for a portion of the McCree Courts and Human Services Center (the "Courts Center"), 660 S. Saginaw Street in Flint (the "Lease"), which Lease is the means through which the City, as the district funding unit for the 68th District Court district, provides quarters for the 68th District Court; and approving use by the 67th District Court, commencing January 2, 2016, of furnishings, equipment and supplies which had been in the possession of the 68th District Court on January 1, 2016 and of the City later conveying to the County such of those furnishings, equipment and supplies as the 67th District Court has either used or wishes to have available for its use. The Council, on April 20, 2015, approved these proposed actions. A copy of City Clerk Inez M. Brown's certification of this Council approval is Attachment B of this Resolution.

The City has reached tentative agreements with AFSCME Locals 1600 and 1799 regarding separation agreements for all 68th District Court employees, other than Court Recorders, who would be laid off as a result of the consolidation, through closure of 68th District Court and the elimination of the 68th District Court district. The highlights of the agreements are as follows: 1) a severance package in the amount of \$1,000.00 per year of seniority up to a total of \$10,000.00; 2) medical benefits, as provided under applicable collective bargaining agreements, but extended through April, 2016; 3) certain medical benefits for employees who defer retirement as a result of the separation; and 4) certain hiring preferences at the City of Flint.

BE IT RESOLVED that, based upon extensive investigation and review of facts relevant to the proposed consolidation of the Districts, I find as follows:

1. The proposed consolidation would more effectively utilize judicial resources throughout Genesee County.
2. The proposed consolidation, as projected to be implemented in accordance with the MOU, would save the City a total of approximately \$8.4 million in the aggregate, during the period 2016 through 2025. The projected bases for these estimated savings through 2025 are set forth in an Attachment C of this Resolution, which attachment is incorporated in this Resolution by reference. Even if the costs of the anticipated employee separation benefits as referenced above, reduced however by any credit from the County for furnishings, equipment and supplies which were used or wished to be retained by the 67th District Court, were to be treated as a reduction of the \$8.4 million in aggregate savings through 2025, the estimated aggregate savings through 2025 would still exceed \$8.1 million. The savings from the consolidation would be realized at an even greater rate subsequent to 2025. These savings would allow the saved funds to be used for important public purposes, such as public safety and addressing the long term structural deficit in City finances.
3. The MOU provides a reasonable plan for implementation of the proposed consolidation, including but not limited to:
 - a. Establishment of a 5th Division of the 67th District Court (the "5th Division"). The organizational structure for the 5th Division would include the five Judges of the fifth election division, their five Secretary/Recorders and at least two

Probation Officers. The Probation Officers would be primarily assigned to servicing cases which have arisen in Flint. Probation Officers perform important services within the criminal justice system in monitoring and facilitating rehabilitation of offenders. The 68th District Court currently has no Probation Officers.

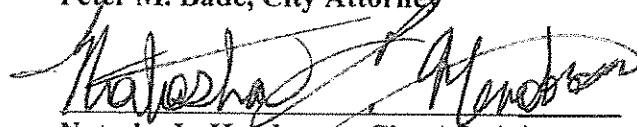
- b. Providing for reimbursement by the City of the excess of expenses over revenues associated with operation of the 5th Division, subject however to reimbursement maximums as to both amounts and duration as stated in the MOU.
4. Subject to the continuing need for use by the Flint City Attorney's Office of a small suite of offices in the Courts Center, which continued use is provided for in section 9 of the MOU, the City will have no need to use, or to provide for the use of the 68th District court, space in the Courts Center, once the 67th District Court commences having the entire county of Genesee as its district. Termination of the Lease, effective upon that commencement, would end the City's obligation to pay rent under the Lease, which rent for the current year is \$735,312.
5. The consolidation of the Districts would be a unique situation within Genesee County. It would be in the interest of citizens of Flint that the 67th District Court, upon commencing on January 2, 2016, to regularly provide District Court services regarding cases which have arisen within Flint, be able to undertake those additional services as effectively and efficiently as reasonably possible. The provisions in paragraph 10d of the MOU, under which furnishings, equipment and supplies which had been in the possession of the 68th District Court on January 1, 2016, would become immediately available for use by the 67th District Court on January 2, 2016, and could thereafter be retained by that Court, would significantly assist such effective and efficient provision of court services. The arrangements regarding such furnishings, equipment and supplies, applying as they would to a unique situation, are reasonable and in the interest of the citizens of Flint.
6. Consolidation of the Districts and implementation of the MOU would strongly serve the interest of the public within the city of Flint. Accordingly, it also is in the interest of the Flint public that the consolidation and the MOU be approved now, in order to permit the consolidation to take effect January 2, 2016, as provided for in section 8134(4) of the Revised Judicature Act ("RJA") as amended by Act 60, MCL 600.8134(4), and in order to allow the 67th District adequate time to prepare for undertaking regularly providing court services with respect to cases that have arisen in Flint.

BE IT FURTHER RESOLVED that, upon due consideration of the matters stated above in this Resolution, and pursuant to my authority under Act 436, and especially but not limited to my authority under sections 12(1)(r) and 12(2) of that Act, MCL sections 141.1552(1)(r) and 141.552(2), I hereby take, and as respectively may be the case will take, the following actions:

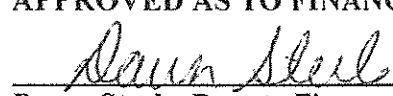
- A. Consolidation of the Districts is approved, as authorized by RJA section 8134(4).
- B. The MOU is approved, and upon adoption of this Resolution I will sign originals of the MOU on behalf of the City.
- C. Termination of the Lease, effective January 2, 2016, is approved, and upon adoption of this Resolution I will sign, on behalf of the City, originals of a termination document substantially conforming to the form of document attached to this Resolution and designated Attachment D, which form is incorporated into this Resolution by reference.
- D. Appropriate City officials and personnel are directed to implement the MOU including, without limitation, implementing section 10, paragraph d, thereof, relating to furnishings, equipment and supplies that shall have been in possession of the 68th District Court on January 1, 2016.

APPROVED AS TO FORM:

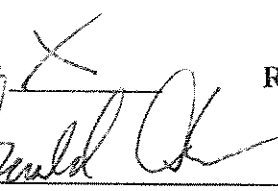

Peter M. Bade, City Attorney


Natasha L. Henderson, City Administrator

APPROVED AS TO FINANCE:


Dawn Steele, Deputy Finance Director

EM DISPOSITION:

ENACT 

REFER TO COUNCIL _____

FAIL _____

Gerald Ambrose, Emergency Manager

DATED: 4-28-15

ATTACHMENT A

**Memorandum of Understanding Relating to Consolidation of the 67th and 68th District
Court Districts (4-9-15 Revision)**

1. The parties to this Memorandum of Understanding (this "MOU"), which is entered into as of April 13, 2015, are the County of Genesee, a Michigan county corporation whose business address is 1101 Beach Street, Flint, MI 48502 (the "County"), and the City of Flint, a Michigan municipal corporation whose business address is 1101 S. Saginaw Street, Flint, MI 48502 (the "City").
2. There currently are two District Court districts within the boundaries of Genesee County, being the 67th district, which consists of the county of Genesee except the city of Flint, and the 68th district, which consists of the city of Flint. In June, 2013, the Michigan Supreme Court State Court Administrative Office, in its biennial Judicial Resources Recommendations, recommended that the Legislature consolidate the 67th and 68th District Court districts and provide that the city of Flint would be a separate election division of the 67th district. The consolidation was recommended in order to more effectively utilize judicial resources throughout Genesee County. In Act No. 60 of the Public Acts of 2014 ("Act 60"), effective March 27, 2014, the Legislature authorized the County and the City to effect such a consolidation. Under that consolidation, the city of Flint would be the fifth election division of the 67th district (the "fifth election division") and the voters of the city would continue to separately elect the same number of District Court Judges as they would have elected if there had been no consolidation.
3. This MOU states the terms and conditions pursuant to which the County and the City (collectively the "Parties") understand the consolidation of the 67th and 68th districts will be implemented.
4. Beginning January 2, 2016, in accordance with Act 60, the 68th District Court district will be abolished, the 67th District Court district will consist of the entire county of Genesee and will be a district of the first class. Also beginning that date, the 5th Division of the 67th District Court (the "5th Division") will be established. (Note: The 5th Division will be an administrative operational unit of the Court. The fifth election division will be a geographic area, in this case the area of the city of Flint, from which a certain number of District Judges will be elected.)
5. No later than July 1, 2015, the 67th District Court shall prepare an initial organizational structure and budget for the 5th Division. The structure shall have a maximum of 26 positions, including the 5 Judges of the fifth election division, their 5 Secretary/Recorders, and at least 2 Probation Officers. The classification of the remaining positions will be determined by the 67th District Court. The Probation Officers will primarily be assigned to servicing cases which have arisen within the city of Flint. The budget will identify anticipated revenues and expenses, for the period January 2, 2016, through September 30, 2016. It is expected that this initial budget will anticipate expenditures which on an

annualized basis would be approximately \$2.9 million and anticipated revenues which on an annualized basis would be approximately \$2 million. Revenues allocated to the 5th Division will include, but not necessarily be limited to, revenues received in relation to cases which have arisen within the city of Flint and Judges Standardization Pay received for Judges of the fifth election division.

6. Effective January 2, 2016, the County will provide an employer contribution to the County's Defined Contribution Plan, at the rate of 25% of the additional salary provided for in Michigan Compiled Laws ("MCL") section 600.8202(5)(b), for each Judge of the fifth election division who, on January 1, 2016, was both an incumbent Judge of the 68th District Court and a participant in the City's Defined Contribution Plan. Such amounts, pro-rated however for partial years, and without limitation as to the duration for which such contributions would be made, shall be included in the initial 5th Division budget and other 5th Division budgets for periods through September 30, 2025.
7. No later than October 1, 2015, the 67th District Court or the County on behalf of the Court shall post all positions for the 5th Division, with the exception of Judges and Secretary/Recorders. Subject to any applicable requirements of collective bargaining agreements to which the 67th District Court or the County or both are parties, or of County personnel policies, persons who are employees of the 68th District Court at the time of the posting shall be given first opportunity to apply and to be considered for the posted positions, provided that application is made to the 67th District Court or the County, as may be specified in the posting, no later than October 15, 2015, and further provided that an applicant meets stated minimum qualifications for the subject position. The 67th District Court retains full and exclusive right for hiring decisions, and all employees hired will be subject to the personnel policies and collective bargaining agreements covering 67th District Court employees for wages, benefits, and working conditions. 68th District Court employees hired by the 67th District Court will be new employees of the 67th District Court. Persons employed as Court Recorders for the 68th District Court who are employed as Secretary/Recorders for the 67th District Court, however, shall be credited with their respective years of service as Court Recorders for the 68th District Court in establishing their starting salaries, in the County pay scale, as 67th District Court Secretary/Recorders; provided, however, that such service as a 68th District Court Recorder previous to a break in such service of more than one year in duration shall not be so credited. Court Recorders for the 68th District Court who are hired as Secretary/Recorders for the 67th District Court will not receive credit for their 68th District Court service for purposes of fringe benefits. Hiring or employment of a 68th District Court employee, by or for the 67th District Court and within the meaning of this MOU, refers to a person being employed by the 67th District Court with an employment commencement date subsequent to that person's termination of employment in the 68th District Court.

8. Effective at 5:00 p.m. on January 1, 2016, in accordance with the applicable collective bargaining agreements and personnel policies governing the then current employees of the 68th District Court, the City shall terminate the employment of all employees assigned to the 68th District Court.
9. Effective January 2, 2016, the Parties shall terminate the current Lease between the County as a Landlord and the City as a Tenant, entered into in 2011, currently for a term scheduled to end on June 30, 2020, and under which the 68th District Court is located within the Genesee County Courts and Human Services Center, 660 S. Saginaw Street, Flint, Michigan (the "Center"). The Flint City Attorney's Office (the "City Attorney") prosecutes a large portion of the cases processed in the 68th District Court. The City Attorney occupies a small suite of three offices within the Center, adjacent to the 68th District Court courtroom areas, which allows the City Attorney to assist the Court in efficiently processing cases. In order to allow that efficiency to continue in relation to the 5th Division, the City Attorney will continue to utilize the referenced offices or substantially equivalent space in the Center.
10. Subject to all remaining provisions of this MOU, the City will reimburse the County for any excess of expenses over revenues associated with the operation of the 5th Division during the 11 periods identified in Attachment 1 of this MOU ("Attachment 1"). The amount to be reimbursed, however, is subject to the following limitations and adjustments:
 - a. The reimbursement shall not exceed the respective amounts, for the excesses of currently estimated expenses over currently estimated revenues, shown as "Net Cost" in Attachment 1.
 - b. When the fifth election division of the 67th district has been reduced to 4 Judges pursuant to MCL section 600.8134(4)(y)(A), the County will also reduce the Secretary/Recorders of the 5th Division to 4 positions, and the maximum reimbursement identified above in paragraph a (the "maximum reimbursement") thereafter shall be reduced by the saved costs of the fringe benefits for the eliminated judgeship and of the salary and fringe benefits for the eliminated Secretary/Recorder position.
 - c. The maximum reimbursement shall be reduced by amounts corresponding to the extent, either full or partial, to which the County does not provide contributions at the 25% rate referenced above in section 6 to Judges of the fifth election division. The City, however, will reimburse the County for the difference between a contribution at the rate of 8% and a contribution at the rate of 25% for any Defined Contribution Plan contribution made by the

County at the rate of 25%, pursuant to section 6, subsequent to December 31, 2025.

- d. Effective January 2, 2016, the 67th District Court will be free to use all furnishings, equipment and supplies which had been in the possession of the 68th District Court on January 1, 2016. No later than March 1, 2016, the 67th District Court, in consultation with the Parties, shall develop an inventory of such of those furnishings, equipment and supplies as the 67th District Court has either used or wishes to have available for its use (the "Personal Property"), and the Parties will assign to the Personal Property a mutually agreed upon aggregate value (the "Personal Property Value"). As a matter of information it is noted that the City, as of June 30, 2014, carried the fixed assets of the 68th District Court at a net value of \$33,783. Upon reaching the above referenced agreement on the Personal Property Value, the City will convey to the County, as of January 2, 2016, all of the City's interests in the Personal Property. The City will remove, at its expense, all furnishings, equipment and supplies which had been in the possession of the 68th District Court on January 1, 2016, and which are not included in the Personal Property. In consideration of the above provided for conveyance, the City will receive credit equal to the Personal Property Value toward its required reimbursement to the County for the period January 2, 2016 through September 30, 2016.
11. If the City proceeds under Chapter 9 of Title 11 of the United States Code, relating to bankruptcy, the City will use its best efforts to obtain the Bankruptcy Court's approval to allow continued implementation of this MOU, such efforts to include, but not be limited to, filing a motion to except such implementation from the automatic stay.

COUNTY OF GENESSEE

By: _____

Jamie W. Curtis, Chairperson
Genesee County Board of
Commissioners

CITY OF FLINT

By: _____

Gerald Ambrose
Emergency Manager

Attachment # 1

City Maximum Cost

	Period 1 (9 months) Jan 2, 2016 - Sept 30, 2016	Period 2 (12 months) Oct 1, 2016 - Sept 30, 2017	Period 3 (12 months) Oct 1, 2017 - Sept 30, 2018	Period 4 (12 months) Oct 1, 2018 - Sept 30, 2019	Period 5 (12 months) Oct 1, 2019 - Sept 30, 2020	Period 6 (12 months) Oct 1, 2020 - Sept 30, 2021	Period 7 (12 months) Oct 1, 2021 - Sept 30, 2022	Period 8 (12 months) Oct 1, 2022 - Sept 30, 2023	Period 9 (12 months) Oct 1, 2023 - Sept 30, 2024	Period 10 (12 months) Oct 1, 2024 - Sept 30, 2025	Period 11 (3 months) Oct 1, 2025 - Dec 31, 2025
Total Revenues	\$1,521,465	\$2,181,620	\$2,274,335	\$1,368,706	\$2,439,784	\$2,518,869	\$2,587,284	\$2,651,273	\$2,735,953	\$2,810,110	\$708,803
Total Expenses	\$2,164,900	\$3,001,891	\$3,146,185	\$3,301,763	\$3,432,099	\$3,547,102	\$3,657,851	\$3,757,968	\$3,854,437	\$3,937,950	\$989,440
Net Cost	(\$643,435)	(\$820,271)	(\$871,850)	(\$1,933,057)	(\$992,315)	(\$1,028,233)	(\$1,070,567)	(\$1,106,695)	(\$1,118,484)	(\$1,127,840)	(\$282,637)

ATTACHMENT B



City of Flint, Michigan
Certified Copy

Official Communication: 150340

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

File Number: 150340

Memorandum/Emergency Manager/Proposed Consolidation of 67th and 68th District Court Districts

A Memorandum dated April 10, 2015, from Emergency Manager Gerald Ambrose to the Flint City Council, re: Emergency Manager Ambrose proposes to [1] Approve, by resolution, the consolidation of the 67th and 68th districts of Michigan's District Court, which consolidation will result in the County rather than the City becoming the entity basically responsible for financing the District Court for the geographic area including that of the City; [2] Approve and sign a Memorandum of Understanding on behalf of the City; [3] Join with the County in terminating the lease between the County as Landlord and the City as Tenant for a portion of the McCree Courts and Human Services Center, 660 S. Saginaw Street, Flint, effective January 2, 2016, and [4] Allow the 67th District Court to use furnishings, equipment and supplies that had been in possession of the 68th District Court on January 1, 2016, and thereafter convey to the County those furnishings, equipment and supplies the 67th District Court either has used or wishes to have available for its use.

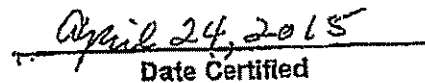
State of Michigan
County of Genesee

I, Inez M. Brown, hereby certify that the foregoing is a true and complete copy of Communication No. 150340, offered and approved with the following vote by the Flint City Council at a meeting held on 4/20/2015.

The motion was made by Councilperson Kincaid and seconded by Councilperson VanBuren.

Aye: 5 Councilperson Poplar, Councilperson Nelson, President Freeman,
Councilperson VanBuren, Councilperson Kincaid
No: 4 Councilperson Mays, Vice President Davis, Councilperson Winfrey,
Councilperson Galloway


Inez M. Brown


Date Certified

ATTACHMENT C

Cost Comparison - 5th Division created in 67th District Court; 68th District Abolished

City Gain From Change:

Financial Gain over 10 years:

\$8,400,411

Staffing of Probation Service

Minimum of 2 Probation Officers

Judicial representation from within the City

Continued election of Judges from within the City

Status Quo	(\$1,169,303)	(\$1,559,241)	(\$1,610,531)	(\$1,686,942)	(\$1,765,646)	(\$1,846,710)	(\$1,930,207)	(\$2,016,208)	(\$2,076,695)	(\$2,138,995)	(\$2,195,356)
MOU	(\$643,435)	(\$820,271)	(\$871,850)	(\$933,057)	(\$992,315)	(\$1,028,233)	(\$1,070,587)	(\$1,106,695)	(\$1,118,484)	(\$1,127,840)	(\$282,637)
Net Financial Gain	\$525,868	\$738,970	\$738,681	\$753,885	\$773,331	\$818,477	\$859,620	\$909,513	\$958,211	\$1,011,155	\$312,699

Maximum City Cost Continuation per Memorandum of Understanding:

	Period 1 (9 months) Jan 7, 2016 - Sept 30, 2016	Period 2 (12 months) Oct 1, 2016 - Sept 30, 2017	Period 3 (12 months) Oct 1, 2017 - Sept 30, 2018	Period 4 (12 months) Oct 1, 2018 - Sept 30, 2019	Period 5 (12 months) Oct 1, 2019 - Sept 30, 2020	Period 6 (12 months) Oct 1, 2020 - Sept 30, 2021	Period 7 (12 months) Oct 1, 2021 - Sept 30, 2022	Period 8 (12 months) Oct 1, 2022 - Sept 30, 2023	Period 9 (12 months) Oct 1, 2023 - Sept 30, 2024	Period 10 (12 months) Oct 1, 2024 - Sept 30, 2025	Period 11 (3 months) Oct 1, 2025 - Dec 31, 2025
Revenues	\$1,571,465	\$2,181,620	\$2,274,335	\$2,368,706	\$2,439,784	\$2,518,869	\$2,587,264	\$2,651,273	\$2,735,953	\$2,810,110	\$765,803
Expenses	\$7,166,900	\$3,001,891	\$3,146,185	\$3,301,763	\$3,432,099	\$3,547,102	\$3,657,851	\$3,757,968	\$3,854,437	\$3,937,950	\$989,440
Net Cost	(\$543,435)	(\$820,271)	(\$871,850)	(\$933,057)	(\$992,315)	(\$1,028,233)	(\$1,070,587)	(\$1,106,695)	(\$1,118,484)	(\$1,127,840)	(\$282,637)

City Status Quo Cost Projection:

	Period 1 (9 months) Jan 7, 2016 - Sept 30, 2016	Period 2 (12 months) Oct 1, 2016 - Sept 30, 2017	Period 3 (12 months) Oct 1, 2017 - Sept 30, 2018	Period 4 (12 months) Oct 1, 2018 - Sept 30, 2019	Period 5 (12 months) Oct 1, 2019 - Sept 30, 2020	Period 6 (12 months) Oct 1, 2020 - Sept 30, 2021	Period 7 (12 months) Oct 1, 2021 - Sept 30, 2022	Period 8 (12 months) Oct 1, 2022 - Sept 30, 2023	Period 9 (12 months) Oct 1, 2023 - Sept 30, 2024	Period 10 (12 months) Oct 1, 2024 - Sept 30, 2025	Period 11 (3 months) Oct 1, 2025 - Dec 31, 2025
Revenues	\$1,371,128	\$1,828,000	\$1,828,000	\$1,852,840	\$1,939,325	\$1,997,505	\$2,057,430	\$2,119,153	\$2,182,728	\$2,248,209	\$578,914
Expenses	\$3,185,707	\$4,427,609	\$4,375,037	\$4,506,388	\$4,641,477	\$4,780,721	\$4,924,443	\$5,071,867	\$5,224,023	\$5,380,744	\$1,430,086
Net Cost	(\$1,814,579)	(\$2,419,609)	(\$2,547,037)	(\$2,653,548)	(\$2,702,152)	(\$2,783,216)	(\$2,866,713)	(\$2,952,714)	(\$3,041,295)	(\$3,132,535)	(\$851,172)
Retained Expenses	\$645,276	\$860,358	\$936,506	\$936,506	\$936,506	\$936,506	\$936,506	\$936,506	\$936,506	\$936,506	\$235,896
	(\$1,169,303)	(\$1,559,241)	(\$1,610,531)	(\$1,686,942)	(\$1,765,646)	(\$1,846,710)	(\$1,930,207)	(\$2,016,208)	(\$2,076,695)	(\$2,138,995)	(\$595,336)

ATTACHMENT D

ATTACHMENT D

TERMINATION OF LEASE

WHEREAS, the governing body for the County of Genesee (the "County") and the Emergency Manager for the City of Flint (the "City"), such Emergency Manager (the "EM") exercising the authority of the City's governing body to exercise power for and on behalf of the City, pursuant to Section 12(2) of the Local Financial Stability and Choice Act, such Act being Act No. 436 of the Public Acts of 2012 ("Act 436"), MCL 141.1552(2), have each approved by resolutions the consolidation of the sixty-seventh and sixty-eighth districts of Michigan's District Court, as authorized by Section 8134(4) of the Revised Judicature Act ("RJA"), MCL 600.8134(4), which consolidation is to become effective January 2, 2016; and,

WHEREAS, upon the consolidation becoming effective, the sixty-eight district, for which the City is the district funding unit pursuant to RJA sections 8103(3), 8104(1)(c) and 8134(3), MCL 600.8103(3), 600.8104(1)(c), and 600.8134(3), will be abolished; and,

WHEREAS, the governing body of the County and the EM, exercising the authority of both the City's governing body and the City's chief administrative officer, pursuant to Section 12(2) of Act 436, also have approved a Memorandum of Understanding between the County and the City (the "MOU") relating to implementation of the consolidation; approval by the County and the City of such a memorandum of understanding having been made, by the County's Board of Commissioners, a condition of the district consolidation becoming effective; and,

WHEREAS, Section 9 of the MOU provides that the County and the City shall terminate, effective January 2, 2016, that certain lease between the County as Landlord and the City as Tenant, entered into in 2011 and currently for a term scheduled to end on June 30, 2020, and under which the 68th District Court is located within the Genesee County Courts and Human Services Center, 660 S. Saginaw Street, Flint, Michigan (the "Lease"); and,

WHEREAS, the EM, acting for the City pursuant to Sections 12(1)(r) and 12(2) of Act 436, MCL 141.1552(1)(r) and 141.1552(2), has by resolution explicitly approved this Termination of the Lease and further resolved that he will sign the termination for the City;

NOW THEREFORE, do the County and the City hereby terminate the Lease, effective January 2, 2016. Both parties having approved this termination, any requirement of notice of termination is deemed satisfied.

COUNTY OF GENESSEE

CITY OF FLINT

By: _____
Jamie W. Curtis, Chairperson
Genesee County Board of Commissioners

By: _____
Gerald Ambrose
Emergency Manager