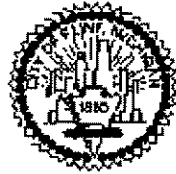


City of Flint, Michigan

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



Meeting Agenda - Final

Tuesday, June 18, 2024

5:00 PM

Council Chambers

FINANCE COMMITTEE

Judy Priestley, Chairperson, Ward 4

*Leon El-Alamin, Ward 1
Quincy Murphy, Ward 3
Tonya Burns, Ward 6
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Jerri Winfrey-Carter, Ward 5
Candice Mushatt, Ward 7
Jonathan Jarrett, Ward 9*

Davina Donahue, City Clerk

ROLL CALL

REQUEST FOR AGENDA CHANGES

CLOSED SESSION

The Department of Law requests a Closed Session to address the proposed resolution of a pending damage claim.

PUBLIC COMMENT

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

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

COUNCIL RESPONSE

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

CONSENT AGENDA

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

RESOLUTIONS

- 240120** Contract/Ernst & Young/Management of ARPA Funds (Revised FY24)
- Resolution resolving that the appropriate City Officials can enter into Year 3 of the amended ARPA Compliance Services Contract with Ernst & Young LLP, in the amount not to exceed \$738,025.00 for a for FY2024 (07/01/23-06/30/24). 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.
- 240182** Reallocation ARPA Funds/Emergency Water Relief Funds
- Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to the City of Flint Administration and appropriate funding in the current and future fiscal years in

the amount of \$250,000.00, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules. [NOTE: City Administration recommends reallocating \$250,000 of ARPA funds, previously obligated for revenue replacement, to provide emergency water payment assistance. The administration recommends funding \$250,000 for Emergency Water Relief Funds. Reallocated funds will be moved from Acct #101-287.000-963.000.]

240236 Reallocation of ARPA Funds/Mental Health Referrals and Services Support/The First Presbyterian Church (USA)

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to The First Presbyterian Church (USA) of Flint in the amount of \$150,000. 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.

240237 Reallocation of ARPA Funds/Mental Health Referrals and Services Support/St. Luke N.E.W. Life Center

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to St. Luke N.E.W. Life Center 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.

240238 Reallocation of ARPA Funds/Mental Health Referrals and Services Support/Voices For Children Advocacy Center

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Voices For Children Advocacy Center 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.

240239 Reallocation of ARPA Funds/Mental Health Referrals and Services Support/Catholic Charities Of Shiawassee And Genesee Counties

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Catholic Charities of Shiawassee and Genesee Counties in the amount of \$150,000. 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.

240240 Reallocation of ARPA Funds/Mental Health Referrals and Services Support/Flint Institute of Music

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Flint Institute of Music in the amount of \$189,000. 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.

240241 Reallocation ARPA Funds/ Utilization/Pandemic Impact on Housing for Flint Homeowners/Contract/Habitat/Homeowner Education Assistance

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Genesee County Habitat for Humanity (GCHFH) in the amount of \$50,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240242 Reallocation of ARPA Funds/Grants for Youth Job Training/Flint Children's Museum

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Flint Children's Museum, in the amount of \$100,000. 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.

240243 Reallocation of ARPA Funds/Grants for Youth Job Training/Urban Renaissance Center

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Urban Renaissance Center, in the amount of \$225,000. 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.

240244 Reallocation of ARPA Funds/Grants for Youth Job Training/Asbury Community Development Corporation

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Asbury Community Development Corporation, in the amount of \$500,000. 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.

240245 Purchase of Property/Genesee County Land Bank Authority/Cronin Derby Downs Development Project

Resolution resolving that the appropriate City officials are authorized to do all things necessary to purchase Parcel No. 40-24-226-001, for the amount of \$9,625.00 in FY 2024-25, to support the Cronin Derby Downs Development Project from the Genesee County Land Bank Authority.

240246 Approval/2024-25 Annual Action Plan/U.S. Department of Housing and Urban Development (HUD)/HOME Investment Partnerships/Emergency Solutions Grant Funds 2024-25 Program Year

Resolution resolving that City Officials to approve the funding amounts and projects and authorize entering into contracts for the agencies listed below for the City's FY 2024-25 Community Development Block Grant program in the estimated amount of \$3,686,126.00 FY 2024-25, HOME Investment Partnerships program in the estimated amount of \$662,338.00, and FY 2024-25 Emergency Solutions Grant program in the estimated amount of \$353,277.00, and include any program income which might become available as a result of receipt of these funds. IT IS RESOLVED, that funds in an estimated amount program income received from loan repayments and other eligible activities, shall be made available for use as part of the FY 2024-25 Community Development Block Grant program and the budget amended as received. FURTHER RESOLVED, that all sub recipient agencies shall conform to the standards and bidding procedures maintained by the City of Flint and such bid processes shall be approved as to form by the Chief Legal Officer of the City of Flint. Sub recipients may not obligate any funds, incur any costs, nor implement any physical activities until the Division of Community and Economic Development has completed the Environmental Review Record and/or received a release of funds from the U.S. Department of HUD and has issued a written notice to proceed to the subrecipient. FURTHER RESOLVED, following notification that HUD has approved the 2024-25 Annual Action Plan through execution of a Grant Agreement with the City of Flint, the appropriate City Officials are authorized to do all things necessary to enter into sub-grantee agreements with the various agencies listed above. FURTHER RESOLVED, that the appropriate officials are hereby authorized to do all things necessary to set up the appropriate accounts in the 279 Fund. FURTHER RESOLVED, that the appropriate city officials are hereby authorized to do all things necessary to move remaining unspent and available CDBG, HOME and ESG funds to fiscal year 2024.

- 240247** Authorize/Sale of 1710 W. Home Avenue
- Resolution resolving that appropriate City Officials are authorized to do all things necessary to enter into and complete the sale of property commonly known as 1710 W. Home Avenue [Legal Description: BEL-AIRE WOODS ESTATES LOT 27] for the cost of \$4,329.21 and convey the property by quitclaim deed to Derrick and Andrea Jordan. Revenue realized from the sale of this property shall be deposited in the general fund. IT IS FURTHER RESOLVED, that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.
- 240248** Department of Business and Community Services/Agreement with Lang Construction/Complete the Cronin Derby Downs Site Entrance Project
- Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary to enter into a contract with Lang Construction, Inc. in the amount \$736,122.00 to complete the Cronin Derby Downs Development Project.
- 240249** AIS Construction & Equipment and Contractors/Purchase of a New John Deere Backhoe/Loader/ at the Water Service Center
- Resolution resolving that the Division of Purchase & Supplies is hereby authorized to allow the trade in of (2) WSC operated backhoes, and issue a Purchase Order to AIS Construction & Contractors for the Purchase of a new John Deere backhoe/loader (discounted purchase price minus trade-in value of current units) in an amount not to exceed \$146,373.00 for FY24 (07/01/23-06/30/24)
- 240250** Ace Saginaw Paving Company/Asphalt Paving Materials
- Resolution resolving that the Division of Purchasing & Supplies is hereby authorized to issue purchase orders to ACE Saginaw Paving Company for asphalt paving materials for FY25, in the amount not to exceed \$2,411,000.00
- 240251** M & M Pavement Marking, INC./Pavement Marking Services
- Resolution resolving that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with M & M Pavement Marking, INC. for additional pavement marking services for a three year period, in the amount of \$10,400.00 for FY24, \$25,000.00 for FY25 and (\$25,000.00 FY25, \$30,000.00 pending adoption of the FY26 Budget)
- 240252** Rauhorn Electric, Inc./Intersection Upgrades
- Resolution resolving that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Rauhorn Electric, Inc. for intersection upgrades, in the yearly amount of \$250,000.00 and a three

year aggregate amount not to exceed \$750,000.00. (\$250,000.00 pending adoption of the FY26 Budget, \$250,000.00 pending adoption of the FY27)

240253 Grant From The State of Michigan/Purchase Police Department PPV and SSV Vehicles

Resolution resolving that the Proper City Officials are authorized to do all things necessary to accept the grant funds set forth in the grant from the State of Michigan, amend the FY25 budget, appropriate funding for revenue and expenditures in the future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the grant from the State of Michigan in the amount of \$2,750,000.00, to grant budget with code SLEO-CRSR24 through September 30, 2025.

Further resolving, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Berger Chevrolet for (10) PPV's for a total not to exceed \$522,781.00 and Lafontaine Automotive Group for \$729,876.00 (6) PPV's and (6) SSV's for the Police in an overall Grand Total amount.

240254 William E Walter/HVAC Services

Resolution resolving that the Proper City Officials are hereby authorized to enter into a contract with William E. Walter, Inc. for HVAC services, in the yearly amount of \$190,587.00 and a three year aggregate amount not to exceed \$571,761.00 (\$190,587.00 FY25, \$190,587.00 pending adoption of the FY26 budget, \$190,587.00 pending adoption of the FY27 budget)

240255 Weinstein Electric/Electrical Services

Resolution resolving that the Proper City Officials are hereby authorized to enter into a contract with Weinstein Electric for electrical services, in the yearly amount of \$88,000.00 and a three year aggregate amount not to exceed \$264,000.00. (\$88,000.00 pending adoption of the FY26 budget, \$88,000.00 pending adoption of the FY27 budget)

240256 Approving Settlement/Damage Claim

Resolution resolving that the City Council approves settlement of the damage claim filed by Deonte Gibson in the amount of \$13,500.00.

240257 Siemens Mobility, Inc./Eagle Signal Repair Parts and Supplies

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a purchase order to Siemens Mobility, Inc. for Eagle Signal parts for a three year period, in the yearly amount not to exceed \$250,000.00 and a three year aggregate amount of \$750,000.00. (\$250,000 FY25, \$250,000 pending adoption of the FY26 budget, \$250,000 pending adoption of the FY27 budget)

240258 Global Solutions Group, Inc./Water Service Center (WSC) and Water Plant Facility/Surveillance System Improvements

Resolution resolving that the appropriate City Officials are authorized to enter into a contract with Global Solutions Group, Inc. for the Water Service Center and Water Plant Surveillance System Improvements project in an amount not-to-exceed \$159,789.83 for FY25 (07/01/24-06/30/25) Pending Budget adoption.

240259

Reallocation of ARPA Funds/Grants for Blight Remediation/Neighborhood Engagement Hub/2nd Ward Funding (Ward Account)

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Neighborhood Engagement Hub in the Amount of \$10,000. 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.

ADJOURNMENT



240120

RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

PROPOSAL #22000512
BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ERNST & YOUNG FOR THE MANAGEMENT OF ARPA FUNDS
(REVISED FY24)**

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals for a compliance firm to manage the American Rescue Plan Act ("ARPA"), Coronavirus Local Fiscal Recovery Funds ("CLFRF") as requested by the Finance Department in 2021. Ernst & Young was the recommended awarded bidder for this solicitation for the term of FY2022 through FY2027.

WHEREAS, Flint City Council adopted Resolution 210280 to accept ARPA funding on June 14, 2021. Flint City Council adopted Resolution 210540 on January 10, 2022 authorizing a 1-year contract (Year 1) with Ernst & Young for the compliance management of ARPA funds. Flint City Council later adopted Resolution 220507 on December 12, 2022 authorizing a one-year (Year 2) contract with Ernst & Young for the compliance management of ARPA funds.

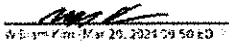
WHEREAS, The Finance Department is recommending renewal of the contract with Ernst & Young for ARPA compliance management for a 1-Year Term for Year 3, in an amount not-to-exceed \$738,025.00 for FY2024. This contract renewal includes amendments to the previous years' contract terms and conditions to conform to the amended Scope of Services to be provided by Ernst & Young LLP for ARPA compliance.

Funding for said purchases will come from the following account:

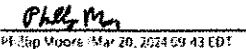
Account Number	Account Name/Grant Code	Amount
101-173.000-801.000	PROFESSIONAL SERVICES	\$738,025.00
	FY2024 GRAND TOTAL:	\$738,025.00

IT IS RESOLVED, That the Appropriate City Officials upon City Council's approval, can hereby enter into Year 3 of the amended ARPA Compliance Services Contract with Ernst & Young LLP, in the amount not to exceed \$738,025.00 for a for FY2024 (07/01/23-06/30/24). Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:


William Kim, City Attorney

APPROVED AS TO FINANCE:


Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS

CLYDE D EDWARDS (M11 20 2024 12 05 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



RESOLUTION NO.: 220507
PRESENTED: DEC - 7 2022
ADOPTED: DEC 12 2022

BY THE MAYOR:

RESOLUTION TO RENEW ERNST & YOUNG LLP FOR MANAGEMENT OF THE ARPA FUNDS

WHEREAS, in January of 2022 the City of Flint awarded a one-year contract to Ernst & Young LLP to be the City of Flint's ARPA administration, compliance, and implementation firm;

WHEREAS, Acceptance of American Rescue Plan Act ("ARPA"), Coronavirus Local Fiscal Recovery Funds ("CLFRF") was adopted with Resolution No. 210280 on June 14, 2021;


WHEREAS, Ernst & Young LLP is currently providing Federal grant compliance guidance with the City's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules;

WHEREAS, The City of Flint Finance Department is recommending renewal of the contract with Ernst & Young LLP in an amount for year-two not-to-exceed \$884,380.00. This contract will use grant code FUSDT-CSLFRF and account 287-171.716-801.000 Professional Services.

Year	Amount
Cost to Date as of 11/30/22	\$ 807,300
Year 2	884,380
Year 3	738,025
Year 4	627,494
Year 5	593,525
Total for Year Two	\$ 884,380

IT IS RESOLVED, The appropriate City officials are authorized to do all things necessary to renew the contract with Ernst & Young LLP, the City of Flint's ARPA administration, compliance, and implementation firm, in the amount not-to-exceed \$884,380.00 with the option to renew at the rates as outlined in the table above.

APPROVED AS TO FORM:


William Kim (Nov 30, 2022 13:19 EST)
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

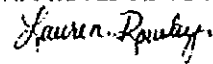

Robert J.F. Widigan, Chief Financial Officer

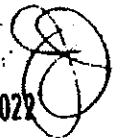
FOR THE CITY OF FLINT:


Mayor Sheldon A. Neeley

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:


Lauren Rowley, Purchasing Manager

City of Flint
City Clerk
DEC 12 2022 

STAFF REVIEW

Date: November 29, 2022

Agenda Item Title: Resolution To Renew Ernst & Young LLP For Management Of The ARPA Funds

Prepared By: V. Foster

Background/Summary of Proposed Action: Ernst & Young LLP is currently providing Federal grant compliance guidance with the city's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules. On January 10, 2022, the Flint City Council adopted Resolution No. 210540.1, which authorized the appropriate City officials to enter into and manage a one-year contract with Ernst & Young LLP in the amount not-to-exceed \$1,150,650.00 with the option to renew.

The cost for year one of the contract, as of November 30, 2022, is \$307,000.00. As the current one-year contract ends, the City of Flint Finance Department is recommending renewal the contract with Ernst & Young LLP in an amount for year two not-to-exceed \$884,380.00.

Financial Implications:

There are funds available in the account listed below.

Account No.	Grant Code	Category	Amount
287-171.716-801.000	FUDST-CSLFRF	Professional Services	\$884,380.00

Other Implications (i.e., collective bargaining):

None

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

Compliance With Latest U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule:

Yes. The City of Flint's ARPA administration, compliance, and implementation firm, Ernst & Young LLP has reviewed and signed off as to compliance.

Robert J.F. Widigan

Robert J.F. Widigan
Chief Financial Officer

**CITY OF FLINT AND ERNST & YOUNG, LLP CONTRACT-MANAGEMENT OF
AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL
RECOVERY FUNDS**

This Agreement ("Agreement"), between the City of Flint, a Michigan municipal corporation, 1101 S. Saginaw St., Flint, MI 48502 ("City") and Ernst & Young LLP, 777 Woodward Avenue, Detroit, MI 48226 ("EY") (collectively, "Parties") hereby enter into this agreement with the following terms:

1. **Term:** This Agreement with EY shall commence on January 1, 2022 and will continue at the will of the Mayor and/or contingent upon the continuation of the funding made available through grant code FUSDT-CSLFRF and account #287.171.716.801.000.
2. **Scope of Services:** The City of Flint is seeking the proper administration, compliance and implementation of the ARPA funds related to managing the novel coronavirus (COVID-19) pandemic response and recovery and management of funds utilized under Expenditure Category 6.1 (Revenue Replacement Funds). EY shall support the City performing these services as outlined in Exhibit B to this Agreement. The City acknowledges that EY is an independent contractor and may decide how best to accomplish the tasks described in Exhibit B in cooperation with the Chief Financial Officer or his designee. The City reserves the right to request and receive adequate progress and/or status reports regarding the services listed above.
3. The City also acknowledges that EY is free to engage in other similar agreements with other clients at EY discretion provided there are no existing conflicts.
4. **Compensation:** EY shall be paid by the City as follows:

EY will complete this work in an amount not to exceed \$738,025 for year 3. Subject to City Council approval, the parties may agree to continue the agreement as outlined below with an option for years 4 through 5 included for through FY2027:

Year	Amount
Year 1 (actual)	\$597,657.85
Year 2 (actual)	\$460,476.60
Year 3	\$738,025
Year 4	\$627,494
Year 5	\$593,074
Aggregate Total	\$3,440,630.85

Any variances from these terms must be approved by the Finance Director. EY shall invoice the City at the end of each month and the City will pay such invoice

within 30 days of receipt of invoice. Fees for actual time incurred are outlined in Exhibit B-Statement of Work, Fees Paragraph.

(a) EY shall submit itemized invoices for all services provided under this Agreement identifying:

- (i) The date of service
- (ii) The contract number
- (ii) The name of person providing the service and a general description of the service provided.
- (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

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

The City will exercise reasonable discretion in determining whether EY has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

The City retains E&Y as an independent contractor in accordance with the terms and conditions set forth in this Agreement. Nothing in the Agreement shall be construed to create the relationship of employer and employee between the City and EY. EY and its employees and agents, if any, shall be deemed at all times and for all purposes to be independent contractors.

EY acknowledges and agrees that all payments by the City to EY shall be made without deduction for federal, state, or local income taxes, social security taxes, self-employment taxes and similar items, and that EY shall be solely responsible to report income under this Contract to the Internal Revenue Service and other appropriate taxing authorities, including the City and to pay such taxes. EY further acknowledges and agrees that all payments under this Agreement to EY by the City shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent form).

EY also acknowledges that the City shall not be responsible for paying or providing fringe benefits of any kind, including but not limited to paid leave time, medical, or retirement benefits. The compensation described above shall be the sole consideration paid to EY by the City.

5. **Non-Discrimination:** EY shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other

federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.

6. **Ethics:** Pursuant to the Flint City Charter § 1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, EY acknowledges receipt of Flint City Charter §1-602 and agrees that its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers, in accordance with Flint City Charter §1-602.
7. **Anti-Lobbying:** EY shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." EY shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, EY agrees to require that language of this assurance be included in the award documents of all sub awards.
8. **Termination:** EY may terminate this Agreement by giving thirty (30) days written notice to the City. In addition, EY may terminate this Agreement, or any particular services, upon thirty (30) days written notice to the City if EY reasonably determines that EY can no longer provide the services in accordance with applicable law or professional regulations including those administered by the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board. EY and the City may mutually agree to EY terminating the agreement at an earlier date in writing. The City, by its City Administrator, may terminate this Agreement at any time and for any reason. Should the City terminate this Agreement, the City shall be financially obligated to EY only for documented, unpaid work performed prior to EY's notification.
9. **Liability:** EY, not the City, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by EY under this

agreement. Nothing in this Agreement should be construed as a waiver of any governmental immunity by the City, its agent or its employees as provided by statute or court decisions.

For all claims arising under this Agreement or otherwise related to the services under this Agreement, regardless of the basis on which the claim is made, EY's liability for direct damages shall be limited to the fees paid to EY for performance hereunder.

EY shall not be liable for incidental, indirect, special, consequential, or punitive damages in connection with claims arising under this Agreement or otherwise related to the services under this Agreement.

EY shall be solely responsible for all of the liabilities and obligations under this Agreement or relating to the services, whether or not performed in whole or part by EY, any other Ernst & Young member firm ("EY Firm") or any of their respective affiliates and personnel.

10. Indemnification/Insurance: EY understand and acknowledges that the City has no obligation whatsoever to defend, indemnify, or otherwise hold harmless EY from any claims that may arise out of the performance of EY's duties as specified in this Agreement.

EY agrees to maintain:

- Professional liability insurance in an amount not less than \$2,035,030 per occurrence/\$2,035,030 annual aggregate, covering negligent acts, errors, omissions, or willful misconduct of a professional nature committed or alleged to have been committed by EY in the performance of EY's services set forth herein.

Coverage shall be effective upon the date of the Agreement and shall be maintained during the term of the EY agreement. EY shall provide proof of such insurance, issued by an insurer licensed to do business in the State of Michigan, in a form acceptable to the City. Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the EY under this Contract.

In the occasion of cancellation, material restriction, non-renewal, or lapse of any of the required policies, EY agrees to indemnify and hold harmless the City and all persons entitled to indemnification by the City pursuant to Flint Code of Ord. §35-80, for any and all third party claims against the City based that upon bodily injury, death, or damage to (including loss or destruction of) tangible property that arise out of negligence or intentional misconduct of Contractor, its owners, agents, employees, partners or subcontractors. Should EY fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the

cost that it incurs from the contract price forthwith. This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

11. **Confidentiality:** EY agrees that any information or records provided to EY by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City. The confidentiality and non-disclosure obligations in this Section 8 do not apply, however, to information that (i) is, at the time of disclosure, in the public domain; or (ii) becomes part of the public domain through publications or otherwise without EY breach of this Agreement.

EY may disclose confidential information without prior written consent if disclosure is compelled by court order, investigative demand, subpoena or similar legal process. EY shall provide City advance written notification of any such disclosure requirements unless notification is prohibited under applicable law.

This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

12. **Records Property of City and Intellectual Property:** All documents, information, reports and the like prepared or generated by EY as a result of this contract shall become the sole property of the City of Flint, subject to restrictions on their distribution to third parties and EY's retention of ownership of certain data, modules, leading practices, and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.
13. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.
14. **Severability:** The invalidity of any portion of this Agreement shall not invalidate the remainder of the Agreement, unless the elimination of the invalid portions shall substantially defeat the intent and purposes of the parties.
15. **Non-Assignment:** This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.
16. **No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the principal E&Y shall be, nor shall any of them be deemed to be, third-party beneficiaries of this agreement, but each such person shall be deemed to have agreed (a) that they shall look to the principal EY as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal EY and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have

waived in writing all rights to seek redress from the City under any circumstances whatsoever.

17. **Standards of Performance:** EY agrees to perform all work in a professional and workmanlike manner and in accordance with professional standards that apply to EY in its performance of services. The City is relying upon the professional reputation, experience, and ability of EY. EY agrees that all of the obligations required by the EY under this Agreement shall be performed by EY or by others utilized, subcontracted by EY and working under EY's direction and control. The continued effectiveness of EY during its term or any renewal term shall be contingent upon EY meeting the performance standards described herein.
18. **Time of Performance:** EY's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
19. **Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
20. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may be continue.
21. **COVID-19 Policies and Training:** Contractor acknowledges that the Country is in the middle of a COVID-19 pandemic and agrees that Contractor, its staff and its subcontractors will comply with Federal, State of Michigan Executive Orders, Michigan Department of Health and Human Services Epidemic Orders, Local guidance, CDC, OSHA, MIOSHA and other regulatory guidelines to mitigate risk and exposure to COVID-19. Contractor also agrees that Contractor, its staff and subcontractors if any, shall abide by City of Flint COVID-19 policies and procedures currently in existence, modified or that may be created, including but not limited daily temperature checks, social distancing, mitigation and disinfected measures and agree to participate in any trainings as required by the City of Flint. Contractor, its staff and its subcontractors agree that failure to comply with this provision shall constitute a substantial and material breach of this contract. Such

a breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

22. **Good Standing:** EY must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

23. **Disallowing Business Transaction with EY if involved in pending litigation or litigation within the past five (5) years.** It is hereby established that the City may not enter into a contract with any EY, company and/or subsidiary that is or has been within the past five (5) years, involved in a lawsuit with the City of Flint. All existing agreements and the like that fall within the parameters of the prohibitions will be cancelled.

24. **Integration:** This Agreement contains all of the terms and conditions of the agreement between the Parties. No amendments or modification to this Agreement will be valid unless in writing and signed by both parties. The Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

25. **Dispute Resolution:** Claims by City or EY seeking solely injunctive relief shall be brought in a court of competent jurisdiction located in the State of Michigan. All other claims seeking remedies other than injunctive relief shall be resolved through mediation and (if necessary) arbitration in accordance with the Dispute Resolution Procedures set forth in Exhibit A.

26. **EY Grants Accelerator:** EY will leverage its proprietary EY Grants Accelerator (EYGA) in performance of the services under this Agreement. Terms and conditions applicable to EYGA including City access to and use of the tool are incorporated in Exhibit C (EYGA Terms and Conditions).

27. **Whole Agreement:** This written agreement and any documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____
Sheldon A. Neeley, Mayor

Clyde D. Edwards, City Administrator

By: _____

Ernst & Young, LLP

APPROVED AS TO FORM:

William Kim, Chief Legal Officer

Exhibit A – Dispute Resolution Procedures

Mediation

Exhibit A – Dispute Resolution Procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties within 90 days from the date the party knows or should have known the facts giving rise to the claim, dispute or question. A party's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question, if the party being provided with notice of mediation after 90 days reasonably determines that the non-compliance materially prejudices it.

The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal

Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential subject to the laws of the State of Michigan including but not limited to the Michigan Freedom of Information Act. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements, or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

The aforementioned shall survive the expiration or termination of this Agreement in perpetuity.

Exhibit C (EYGA Terms and Conditions)

Part A: Application Description

1. Application provided "As Is"

The EY Grants Accelerator (the "**Application**") is a lightweight grants management solution built upon Microsoft's Power Platform. Featuring end to end grants management functionality, the Application allows for the application, evaluation, administration, and monitoring for both public and private grants.

2. Application provided "As Is". Except as may be otherwise expressly provided in this Application Information, the Application is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind. All warranties (including but not limited to implied warranties of merchantability and fitness for a particular purpose or use), terms, conditions and undertakings, whether express or implied by common law, statute, course of dealing or otherwise in relation to the Application and Client's use thereof are excluded to the fullest extent permitted by law. Terms of Use

Access to and use of the Application is provided in accordance with the EY Software as a Service Terms of Use which forms Part B of this Application Information.

3. Authorized Users

Client shall be solely responsible for the persons (the "**Authorized Users**") who are to be authorized to utilize the Application on Client's behalf. Authorized User volume is solely at the discretion of Client.

4. Concurrent Use

The Application is set up to perform optimally for up to number of concurrent Authorized Users as defined in the Statement of Work. To the extent that additional Authorized Users are required to concurrently utilize the Application, overall speed and responsiveness may decrease. The Application can be set up to accommodate more concurrent users without a drop-off in performance; however, this would result in an increase in pricing to reflect the additional costs to EY. For any related questions, Client should reach out to its EY contact person.

5. Support Services

EY will provide, at no additional cost, general support services ("**Support Services**") for the Application at the support levels set out below:

- a. EY will provide planned Application updates twice per year to make available additional Application features and enhancements;
- b. EY will provide support to assist in the remediation of any defect that may arise from Application updates provided the Client meets the Terms of Use requirements as defined in Part B of this Application Information.

Client will provide EY with a list of qualified individuals who are authorized to make requests for Support Services. These individuals may make these requests by contacting EY via the processes defined within the Statement of Work.

Requests for Support Services shall include a documented example of the reported error. Where requested by EY, Client will also provide EY with a listing of output or any other data which EY requires to reproduce operating conditions similar to those present when any defect or error in the Application was identified.

6. Client Responsibilities

Client shall be responsible for determining whether the use of the Application is appropriate for the Client's purposes. In addition, in its use of the Application, Client will:

- a. provide EY access to Client designated personnel whose participation is necessary to enable the successful use of the Application;
- b. provide EY with an email address at which Client will receive written correspondence from EY;
- c. define and implement processes and protocols that pertain to effective use of the Application as well as any relevant tasks and processes in managing internal security (including virus protection), access rights and back-ups;
- d. provide support to Authorized Users in relation to how to use the Application. Questions that cannot be answered may be referred to EY using the support mechanism outlined in this Agreement;
- e. comply with all applicable laws, rules, and regulations as it pertains to its use of the Application, and the employment, contracting, resourcing, hiring and management of Client's personnel, contractors, and other resources, including but not limited to any applicable laws related to employment, and data privacy. It is the responsibility of Client to make sure that Client's access and use of the Application complies with all laws applicable to Client and its business, in any jurisdiction in which it uses or access the Application. As such, EY makes no commitment that Client's access and use of the Application complies with any laws, rules, regulations, ordinances, compacts, judgements, agreements, or otherwise, which are applicable to Client;
- f. obtain and maintain all necessary hardware, software licenses, consents and permissions required to receive EY's delivery of the services pursuant to this Agreement and to ensure that the Client's network and systems comply with the relevant specifications provided by EY from time to time;
- g. implement appropriate processes, systems and procedures to protect itself from viruses or other harmful components.

7. Changes to the Application

EY may make changes to the Application for any reason at any time provided that EY shall provide Client follow up notice of any material change in functionality. Application updates are planned bi-annually and communicated 90 days ahead of planned availability. Client will have 30 days to deploy and evaluate the updated Application. Client is responsible for deploying

updated Application to all environments within 30 days of delivery unless mutually agreed with EY.

8. Return of User Content

Upon termination of the Client's right to use and access the Application, EY will make the User Content (as defined in the Terms of Use) residing in the Application available to Client for extraction or copying for a period of 60 days following such termination.

Part B: EYGA SOFTWARE AS A SERVICE TERMS OF USE ("TERMS OF USE")

These Software as a Service Terms of Use ("**SaaS TOU**") for the Application(s) set forth on the Order Form (the "**Order Form**") to which these SaaS TOU are attached or incorporated by reference (the "**Application**") is between Ernst & Young LLP ("**EY**") and the City of Flint set forth on such Order Form ("**Client**") These SaaS TOU together with the Order Form are hereinafter referred to as this "Agreement".

1. Subject of these SaaS TOU, Use and Access

- 1.1 The subject of these SaaS TOU are the terms and conditions under which EY will permit Client to access and use the Application. If there is any inconsistency between provisions in different parts of the Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the SaaS TOU, and any Appendices or Exhibits thereto; (b) the applicable Order Form, and any Appendices or Exhibits thereto; and (c) any other exhibits, appendices, or other documents, in each case, that are explicitly incorporated into the Agreement by reference.
- 1.2 Depending on the method by which the Application is made available to the Authorized Users, the Application (including any corresponding access pages, portals, or websites) may prompt the Authorized Users to review, accept, or reject certain use terms prior to using the Application ("**Online Access Terms**"). With respect to Authorized Users access and use of the Application, any term of the Online Access Terms shall only apply to the extent it is not in conflict with this Agreement, including these SaaS TOU.
- 1.3 EY may allocate to Client, and/or Authorized Users, or Client and/or Authorized Users may be invited to create, usernames, passwords, identification codes, tokens or other identifiers as part of the security processes that apply to the Application ("**Login Credentials**"). Client, and/or Authorized Users, may need to enter their Login Credentials each time they wish to access or use any part of the Application. Client and/or the Authorized Users shall:
 - (a) keep their Login Credentials confidential;
 - (b) not permit any other personnel of Client or any third party to use the Login Credentials;
 - (c) use adequate security procedures to ensure the security of their Login Credentials to prevent unauthorized access to or unauthorized use of the Application; and
 - (d) promptly notify EY if they become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or unauthorized use of their Login Credentials or any other breach of security in relation to their account.
- 1.4 If EY suspects that unauthorized persons are using Client's or an Authorized User's Login Credentials, EY may, with or without prior notice, suspend such access to and use of the Application.
- 1.5 Client assumes full responsibility for any and all use, unauthorized use and/or misuse of the Application by any person (including Authorized Users) using Login Credentials.

1.6 EY shall not be responsible for any failure or delay in the performance or availability of the Application, to the extent caused by an act of war, unrest, strike, pandemic, act of God, electrical, internet, or communication outage, or any other events or circumstances beyond the reasonable control of EY.

1.7 Client's use of the Application

1.7.1 Subject to Client's compliance with all terms of the Agreement, EY grants Client a non-exclusive, non-transferable, revocable right to access and use the Application, during the Term, in accordance with the Agreement and solely for the Client's own business purposes as described in the Agreement ("**Permitted Business Purposes**").

1.7.2 Client may not use, sub-license, grant use rights, or otherwise exploit the Application for any purpose except for Permitted Business Purposes.

1.7.3 Client and its Authorized Users shall not:

- (a) use the Application, access, or permit access to the Application for any fraudulent or unlawful purpose or to impersonate any person or entity, or to falsely state or otherwise misrepresent Client's affiliation with any person or entity;
- (b) interfere with or disrupt the operation of the Application or access to it;
- (c) transmit or otherwise make available in connection with the Application or access to it; any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- (d) restrict or inhibit the ability of any other person to access or use the Application where that other person has been authorized by EY to access or use the Application;
- (e) modify, adapt, translate or create derivative works of any portion of the Application;
- (f) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Application;
- (g) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather data from the Application or circumvent the navigational structure or presentation of the Application, except that search engines that are publicly available on the internet may copy materials from the Application solely for the purpose of creating publicly available searchable indices of the Application (but not caches or archives). EY reserves the right to revoke the foregoing right in respect of any search engine at any time;
- (h) attempt to circumvent any security features or access control features on or of the Application;
- (i) use the Application to send unsolicited email or unsolicited instant messages or for file-sharing purposes;

- (j) decompile or reverse engineer or otherwise attempt to derive source code for any part of the Application except to the extent that applicable law allows Client to do so without EY's consent, and then only for the limited purpose, and to the extent, allowed by applicable law and provided that Client does not disclose or communicate such source code to any other person; or
 - (k) frame, link or deep-link the Application.
- 1.7.4 Client may not provide access to the Application to anyone other than Authorized Users. Client is responsible for Authorized Users' compliance with the terms of this Agreement.
- 1.7.5 Client shall not, indirectly or directly, enable the access or use of the Application, its functionality or outputs, by any individual or entity, or in any jurisdiction or country, where such access or use would be prohibited by any US, EU or other law, regulation, or rule. EY may refuse to provide or allow access to the Application if EY reasonably believes it could violate any applicable law or regulation.
- 1.7.6 EY may make changes to the Application for any reason at any time provided that EY shall provide Client notice of any material change in functionality. If: (i) EY changes any part of the Application that removes material functionality, Client may, at any point within 30 days of EY's notice of such change, unilaterally end the Term with immediate effect by written notice to EY; or (ii) if EY sunsets or otherwise ceases to provide the Application in the market, including to Client, thus terminating the Agreement; Client shall be entitled to a pro-rata refund of any fees that Client has pre-paid for the Application in respect of the time period beyond the date of such termination. Such termination and refund are Client's sole remedy, and EY's sole liability, for any such termination, changes to the provision of the Application or changes to the Application.

1.8 User Content

- 1.8.1 EY may provide functionality on or through the Application that allows Client and Authorized Users to post or upload content and/or materials onto the Application and to transmit content or materials by means of the Application ("**User Content**").
- 1.8.2 EY and any other EY Firm may, in accordance with applicable law and EY's professional obligations, retain and use the User Content and statistical information related to the performance and use of the Application, together with any data derived from such information, to keep the Application updated and secure, and to make improvements and enhancements to the Application or other products and services. The previous sentence shall not permit the external use of User Content in a way that identifies Client.
- 1.8.3 Client (including Authorized Users) shall not upload, post, otherwise transmit or provide access through the Application to content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene,

invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

- 1.8.4 EY reserves the right to remove, disable access to or edit User Content if EY reasonably believes that User Content may infringe the intellectual property or other rights of any person or does not comply with the Agreement. Client shall only post, upload, make available, and transmit User Content if it has the authority to do so.

1.9 Links to third party sites and content

- 1.9.1 If the Application includes links or access to third party websites or services; such links and access are provided for Client's convenience only and do not signify that EY endorses such third-party websites or services. Accordingly, and notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that:
- (a) EY is not responsible for such websites or services, including but not limited to the terms on which they are made available and their privacy policies, and EY does not control or have any responsibility for their content, functionality or availability;
 - (b) EY makes no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites or services; and
 - (c) if Client access any such websites or services, Client does so entirely at its own risk.
- 1.9.2 If the Application permits users to submit questions, comments, suggestions and the like for use by other users of the Application, EY assumes no responsibility for the content or accuracy of any such submissions, nor for any recommendations or opinions that may be expressed therein, nor for the suitability or applicability to a particular user of any such submissions.

2. Intellectual property

- 2.1 Except with respect to any User Content, as between EY and Client, EY shall own all intellectual property rights in the Application.
- 2.2 To the fullest extent permitted by applicable law and EY's professional obligations, EY will indemnify and hold harmless Client against all liabilities, losses, damages, costs and expenses that are finally awarded by an arbitrator or court of competent jurisdiction, or included in a settlement entered into in accordance with the procedures set forth in this Section 2.2, due to third party claims alleging that the Application, as provided by EY, infringes a third party's patent, copyright, or similar intellectual property right enforceable in the applicable jurisdiction where the Application is made available by EY, or misappropriates a third party's trade secret, provided that Client: (i) promptly notifies EY of such a claim; (ii) allows EY to control the defense and/or settlement of such claim; and (iii) provides EY with reasonable assistance in defending such claim, upon request from EY. EY's indemnification obligations in this Section 2.2 shall not be applicable to the extent such claim is due to: (i) Client's modification of the Application, (ii) Client's noncompliance

with EY's specifications for the Application or obligations in the Agreement, (iii) Client's use of the Application with software or other items not provided or specified by EY; or (iv) Client's direction or specifications to EY. In the event of such a claim (or where EY believes such a claim is reasonably likely to occur), EY may, at its option, do any of the following: (A) modify the Application to be non-infringing; (B) obtain the applicable rights to allow Client to continue to use the Application; (C) replace or modify the Application with a functionally equivalent feature or Application that is not infringing; or (D) if none of the foregoing is reasonably available, require that Client cease using the Application or affected feature and provide an equitable pro-rata refund of any amounts the Client has pre-paid for use of the Application or such feature that it may no longer use. This Section 2.2 states Client's sole remedy and EY's exclusive obligation in the event of a third-party claim alleging that the Application infringes its applicable intellectual property rights. The foregoing indemnification obligations shall not be subject to any limitation of liability set forth in the Agreement.

- 2.3 **Feedback.** If Client or any of its personnel or contractors provides EY any suggestions or recommendations about changes to the Application, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), EY is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to EY on Client's behalf, and on behalf of its personnel, contractors and/or agents, all right, title, and interest in, and EY is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although EY is not required to use any Feedback. EY shall not externally disclose the Feedback in non-anonymized form or use the Feedback in a way that identifies Client.

3. Term

Unless terminated earlier in accordance with this Agreement, the term of this Agreement shall be from the date of Client's signature hereto ("Effective Date") and extend for the period set forth on the Order Form the ("Term"). The initial setup of the Application, and when Client may begin to use and access the Application may be further described in the Application Information.

4. Warranty

Notwithstanding any other provision herein, EY warrants that after the completion of any initial set up of the Application, the Application will materially perform and provide the features described in the Order Form during the Term. If the Application does not materially perform or provide such features, Client must promptly provide EY with written notice that describes such deficiency in the Application. If after investigation, EY determines that the failure of the Application to perform and provide such features is solely due to a defect in the Application, EY shall attempt to correct such defect in the Application. If EY is unable to correct such defect, EY will provide a pro rata refund of any

prepaid Fees. This shall be Client's sole and exclusive remedy as it relates to any warranty, express or implied, underneath this Agreement.

5. Termination

EY may immediately terminate this Agreement, suspend or restrict Client's and/or one or more Authorized User's access to all or any part of the Application if:

- (a) Client or an Authorized User fails to comply with the terms of this Agreement; or
- (b) Client fails to pay when due, any sums payable by Client in accordance with this Agreement; or
- (c) Client ceases or threatens to cease to carry on business, is unable to pay its debts as they fall due, have an administrator, receiver, administrative receiver or manager appointed over the whole or any part of Client's assets, enter into any agreement with creditors generally, or have an order made or resolution passed for Client to be wound up (unless as part of any scheme for solvent amalgamation or solvent reconstruction); or
- (d) EY reasonably determines that it can no longer provide Client with access or use of the Application in accordance with applicable law or its professional obligations.

5.2 1. terminate these SaaS TOU, or to grant any waiver under or in connection with these SaaS TOU.

5.3 Intentionally Removed. Any provisions of this Agreement that by their nature are intended to survive termination, shall survive termination or expiry of this Agreement.

6. Confidentiality

7. EY agrees that any information or records provided to EY by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City. The confidentiality and non-disclosure obligations in this section do not apply, however, to information that (i) is, at the time of disclosure, in the public domain; or (ii) becomes part of the public domain through publications or otherwise without EY breach of this Agreement.

8. EY may disclose confidential information without prior written consent if disclosure is compelled by court order, investigative demand, subpoena or similar legal process. EY shall provide City advance written notification of any such disclosure requirements unless notification is prohibited under applicable law.

This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

9. Intentionally Removed.

10. Third party rights

11. Provisions of these Terms of Use or the Agreement that by their nature may benefit other EY Firms and/or any member, shareholder, director, officer, partner, principal, employee

or subcontractor of EY or any other EY Firm, are intended for the benefit of EY, other EY Firms and such persons listed above, who shall be entitled to rely upon and enforce those provisions. Otherwise, a person who is not a party to these SaaS TOU may not rely upon or enforce any terms of these SaaS TOU and shall have no third-party rights under these Terms of Use.

12. The consent of any person who is not a party is not required to rescind, vary, suspend, enforce or terminate these SaaS TOU, or to grant any waiver under or in connection with these SaaS TOU.
13. **Intentionally Removed.**
14. **Intentionally Removed.**
15. **Data Processing**
 - 15.1 In these Terms of Use, **Data Protection Law** refers to: (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "**Regulation**"), and (b) all laws, rules, regulations, or implementing legislation related to the processing of Personal Data in the country where the Application is accessed. The terms "**Controller**", "**Processor**", "**Processing**", "**Data Subjects**", "**special categories of Personal Data**", "**Personal Data Breach**" and "**Supervisory Authority**" have the respective meanings as defined in the Regulation. In addition, "**Personal Data**" means any information that is defined as "personally identifiable information," "personal information," "personal data," or other similar term under applicable Data Protection Law and shall include information (regardless of the medium in which it is contained), whether alone or in combination with other available information, that directly or indirectly identifies a Data Subject, but is limited in each case to any such Personal Data that is Processed by EY with respect to Client's access to and use of the Application.
 - 15.2 EY and the Client shall comply with applicable Data Protection Law. With respect to the Personal Data Processed by EY in the Application, Client acts as the Controller (or similar status under applicable Data Protection Law that determines the purposes and means of Processing) and EY acts as the Processor (or similar status under applicable Data Protection Law that acts on behalf of the Controller or similar status). Before providing Personal Data to EY or giving EY instructions to access and further Process the Personal Data, the Client as the Controller (or similar status), shall ascertain that such Processing is legitimate pursuant to Article 6 of the Regulation (or other applicable Data Protection Law).
 - 15.3 EY shall keep confidential the Personal Data that it processes on behalf of the Client and shall provide that anyone acting under its authority keeps Personal Data confidential, unless it is required by applicable law, professional regulation or governmental directive to disclose such Personal Data. It shall Process such Personal Data only on the documented instructions of the Client, unless it is required to Process Personal Data under applicable law, professional regulation or governmental directive. In that case, EY shall inform the Client of that legal requirement before Processing the Personal Data, unless applicable law, professional regulation or governmental directive prohibits such notice. If EY incurs additional costs as a consequence of the Client changing already provided instructions or

introducing additional instructions, the Client shall reasonable remunerate EY for such cost increases. To the extent required by applicable Data Protection Law, EY will not retain, use or disclose Personal Data for any purpose other than for the specific purpose set out in the Agreement, or as otherwise permitted by applicable law or regulation.

- 15.4 EY shall inform the Client if it believes an instruction constitutes an infringement of applicable law or regulations, including Data Protection Law.
- 15.5 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing of Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, EY shall implement technical and organizational measures designed to ensure a level of security appropriate to the risk. The measures will also be aimed at preventing the unnecessary collection and further Processing of Personal Data. EY shall periodically evaluate and strengthen, supplement or improve the measures it has implemented insofar as requirements or technological developments prompt it to do so.
- 15.6 EY shall give the Client the opportunity periodically to check compliance with these provisions and the statutory provisions applicable to the Processing of Personal Data. The checks may be carried out on behalf of the Client by an external independent auditor unless that auditor is a direct competitor of EY at the Client's expense and upon not less than sixty (60) days' prior written notice. That periodic check shall be limited to EY's answering questions put by the Client (a maximum of once a year) during normal business hours about EY's compliance with applicable Data Protection Law and, where necessary, the Client's being allowed to interview an EY IT employee or EY IT employees at an EY premise.
- 15.7 Having regard to EY's duty of confidentiality towards other clients, the Client accepts and acknowledges that EY shall not allow the Client or an auditor mandated by the Client to access its IT systems and/or its IT infrastructure.
- 15.8 EY shall inform the Client:
- (a) of any Personal Data Breach that must be notified pursuant to Articles 33 and 34 of the Regulation. EY shall inform the Client without undue delay and to the extent reasonably possible, within 72 hours after becoming aware of the Personal Data Breach;
 - (b) of complaints directed towards EY from Data Subjects whose Personal Data are being Processed by EY;
 - (c) of requests regarding the exercise of data protection rights from Data Subjects whose Personal Data are being Processed by EY regarding the exercise of their data protection rights under the Regulation or other applicable Data Protection Law;
 - (d) of a request for audit by a Supervisory Authority or other competent authority where such is permitted pursuant to the applicable law and regulations.
- 15.9 EY shall provide the Client with reasonable assistance requested by the Client at the Client's expense in connection with a request from, or audit by, a Supervisory Authority or

other competent authority, or in connection with a request or complaint from Data Subjects whose Personal Data are being Processed by EY. EY shall also assist the Client in complying with applicable Data Protection Law that may require the Client to conduct data protection impact assessments and to consult with Supervisory Authorities.

15.10 EY shall not outsource the Processing of Personal Data in whole or in part to a subcontractor without the prior written authorization of the Client. The Client shall be entitled to refuse such authorization without giving a reason or to make its authorization subject to further conditions. EY's subcontractor must also, as a minimum, comply with contractual provisions similar to this Agreement. In case the subcontractor fails to fulfill its data protection obligations under such contract with EY, EY will remain fully liable towards the Client for the performance of the subcontractor's obligations. By signing this Agreement, the Client authorizes EY to engage other EY Firms and any member, shareholder, director, officer, partner, principal, employee or subcontractor of EY or any other EY Firm in the Processing of Personal Data.

15.11 EY may Process Personal Data in countries outside the European Economic Area ("EEA") provided that EY complies with the provisions of Chapter V of the Regulation ("Transfers of personal data to third countries or international organizations").

15.12 EY has implemented Processor Binding Corporate Rules ("BCRs") for transfers between the various EY Firms. They are published on its website: www.ey.com/bcr. The Client agrees and accepts that Personal Data Processed by EY pursuant to this Agreement may be transferred outside of the EEA on the basis of the BCRs. The Client agrees that it is responsible to inform Data Subjects about the existence of processors based outside of the EU and to provide a link to EY's BCRs and this Agreement (without any sensitive/confidential information) as well that if in case a transfer involves special categories of Personal Data, Data Subjects have been informed or will be informed before such transfer takes place.

15.13 The duration of the Processing will be governed by the Agreement. After the end of the provision of services relating to Processing, EY shall, at the choice of the Client, delete or return all Personal Data to the Client and delete all copies unless EY has a statutory or professional duty to store the Personal Data beyond termination of the Agreement. The Parties acknowledge that EY may keep data retained for back-up purposes which EY may keep pursuant to its document retention and business continuity policies, provided that the security and confidentiality provisions as included in this Agreement continue to apply to them.

15.14 For the avoidance of doubt, nothing herein shall be deemed to prohibit EY, acting as a Controller (or similar status) from Processing Personal Data for certain internal processes, such as safeguarding compliance with regulatory and legal obligations to which EY is subject, conflict checking, risk management and quality reviews and EY's internal financial accounting, information technology and other administrative support services.

16. IT Security and Application Infrastructure

16.1 In its provision of the Application to Client, EY shall take steps and security precautions in accordance with commercially reasonable industry standards to minimize the risk of

unauthorized access to, or sabotage of, the User Content and Personal Data in the Application.

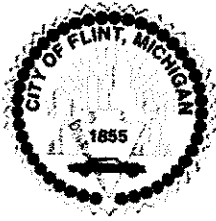
- 16.2 EY shall develop, administer and maintain policies that protect EY's information systems from loss, damage, unauthorized disclosure or disruption of business, which includes the physical protection and logical segmentation of information systems including any User Content and Personal Data.
- 16.3 EY shall institute physical and environmental controls and safeguards, designed to preserve the integrity and availability of the Application and the User Content/Personal Data contained thereon, whether they are in use at EY facilities, client sites or third-party locations. EY shall provide measures for maintaining the supporting infrastructure of information and information systems, including the physical protection of any EY equipment associated with the Application.
- 16.4 EY shall define a set of processes and procedures for the management of the communications network systems and information processing facilities used to provide the Application, including:
- (a) Change management;
 - (b) Third-party service delivery management;
 - (c) System planning and acceptance;
 - (d) Protection against malicious code;
 - (e) Regular backup of information and software;
 - (f) Network security management including secure remote access, intrusion detection, network protocol and perimeter protection, countermeasures designed to detect unauthorized activity, storage and handling of digital media;
 - (g) Exchange of information via mutually agreed methods and appropriate use of encryption;
 - (h) Monitoring and audit logging;
 - (i) Decommissioning of information systems;
 - (j) Capacity management of business-critical systems and components;
 - (k) Development and pre-production environments; and
 - (l) Procedures for management, handling and storage of media.
- 16.5 EY shall implement procedures designed to control access to information systems and User Content/Personal Data, including providing user identification and access controls. EY shall seek to limit access to the User Content/Personal Data to authorized users, who require such access based upon business requirements.

- 16.6 With regard to the specification, acquisition, development and maintenance of information systems, including both those procured from external vendors and those internally produced, EY shall determine the confidentiality, integrity and availability requirements, and continue to review these against an enduring risk profile through the usage lifecycle. EY shall define and maintain principles for the appropriate security aspects of any Application development lifecycle. EY shall implement procedures and methods designed to identify and evaluate notified technical vulnerabilities and threats and shall deploy a patch and vulnerability management policy designed to remediate EY's information systems where necessary.
- 16.7 EY shall prepare and maintain an incident response plan and program containing procedures and directions to follow in the event of an incident related to the security of EY's computer infrastructure, documenting the necessary steps and channels of communication to be followed. EY directions shall incorporate procedures for notifying EY's clients, and other necessary stakeholders, promptly if any security incident is determined to have caused a security breach involving Personal Data.
- 16.8 EY shall develop and maintain business continuity impact analyses and disaster recovery plans, designed to maintain EY's provision of the Application with minimal interruption. Each plan shall detail measures to support the restoration of the Application, to resume operations as soon as practicable after an emergency. EY shall conduct periodic testing on the firm's most critical business applications, designed to provide assurance that they are readily available in the event of a declared disaster. EY shall take backups offsite, to support the recoverability of EY systems in the event of a disaster.
- 16.9 EY information systems shall comply with security requirements and policies, applicable laws and regulatory requirements regulating EY as a provider of the Application.
- 16.10 Client acknowledges that the Application is provided using a shared infrastructure environment, locations, and support model, using shared or standardized platforms, technical configurations, access protocols, procedures, personnel and resources ("Application Infrastructure"). As such, and notwithstanding anything to the contrary in the Agreement, as it relates to the Application Infrastructure, as between EY and Client; EY shall have sole authority to decide and control the methods used to operate the Application Infrastructure. To the extent that EY uses any third parties to provide the Application Infrastructure or otherwise support the Application, EY shall be responsible for such third parties to the same extent as EY hereunder.

17. Disclaimers

- 17.1 EY does not engage in the practice of law through the Application, and functionality provided through the Application does not constitute legal advice; Client may not consider any information provided to it through the Application as legal advice or as a substitute for legal advice.
- 17.2 EY does not provide any assurance that its processes associated with the Application are sufficient to preserve any accountant-client, attorney-client, work product, or any other applicable privilege or protection that Client (whether in Client's role as a client, as a professional, as a lawyer, or otherwise) or any third person may have or be obligated to maintain, or that may otherwise apply to the questions and information Client submits.

Client is solely responsible for determining whether its use of the Application could be deemed to waive or impair in any manner any applicable privilege or protection.



240182

RESOLUTION NO.: _____

PRESENTED: MAY 13 2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR EMERGENCY WATER RELIEF FUNDS

BY THE CITY ADMINISTRATOR:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$250,000 of ARPA funds, previously obligated for revenue replacement, to provide emergency water payment assistance. The administration recommends funding \$250,000 for Emergency Water Relief Funds.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Water Emergency Relief Funds	287-536.701-964.300	Water Credit Funds	174,594.63
Mayor's Office	Water Emergency Relief Funds	101-173.000-801.000	Contingency Funds	\$25,000
Mayor's Office	Water Emergency Relief Funds	101-173.000-801.000	Administration	\$20,405.37
Mayor's Office	Water Emergency Relief Funds	101-287.000-963.000	Revenue Replacement	\$30,000
			Total	\$250,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things and execute any agreements necessary to the City of Flint Administration and appropriate funding in the current and future fiscal years in the amount of \$250,000.00 as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

For the City:

For the City Council:

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim, City Attorney

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 05/13/2024

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR EMERGENCY WATER RELIEF FUNDS

PREPARED BY: Shelly Sparks-Green

VENDOR NAME: City of Flint

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City Administration recommends reallocating \$250,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to The City of Flint for emergency water relief funds for the residents. A water bill relief credit for emergency water relief only will provide immediate financial relief to residents, many of whom are disproportionately minorities and are low to moderate-income earners.

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

The administration allotted up to \$8,600,000 towards water bill relief in the amount of a \$300 credit per residential account, the equivalent of three months of the average water bill. Funding for this project shall come from the American Rescue Plan Act fund (287). The water relief credit was applied on June 30, 2022. The remaining balance is \$174,594.63, with revenue replacement at \$30,000, and \$25,000 contingency fund, and from the administration budget 20,405.37 will be used for this resolution.

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

The designated purpose of ARPA funding is to replace lost revenue. The City of Flint is owed \$10 million in unpaid water bills, much of this dating to the pandemic when the administration placed moratoriums on water shutoffs to stop the spread of COVID-19. Flint residents continue to face hardship in paying their water bills and no assistance programs are available currently. To recover lost revenue to stabilize the water system's finances and support residents who are unable to pay their bills, the City of Flint proposes to use \$250,000 in ARPA funds for emergency water bill assistance for residents.



CITY OF FLINT STAFF REVIEW FORM

FINANCIAL IMPLICATIONS:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;" City Administration recommends reallocating \$250,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the City of Flint Water Emergency Relief Funds.

After a thorough analysis from E&Y consulting team, the proposed program complies with relevant CDE/ authorized administration version Treasury rules and aligns with the Flint ARPA Plan.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Water Emergency Relief Funds	287-536.701-964.300	Water Credit Funds	174,594.63
Mayor's Office	Water Emergency Relief Funds	101-173.000-801.000	Contingency Funds	\$25,000
Mayor's Office	Water Emergency Relief Funds	101-173.000-801.000	Administration	\$20,405.37
Mayor's Office	Water Emergency Relief Funds	101-287.000-963.000	Revenue Replacement	\$30,000
FY24 GRAND TOTAL				\$250,000.00

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: _____ **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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



CITY OF FLINT STAFF REVIEW FORM

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT):

APPROVED

NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____

Shelly Sparks-Green, Chief Resilience officer

240236



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO THE FIRST PRESBYTERIAN CHURCH (USA) OF FLINT FOR \$150,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$150,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to The First Presbyterian Church (USA) of Flint for the Pathway to Change to provide counseling and social services to address mental, emotional, and social problems experienced by Flint citizens most vulnerable groups such as those experiencing poverty, homelessness, and systemic inequities. This program will assist those groups with local, state, and federal government agencies policies and practices that require verifying age, relationship, identity, and citizenship by requesting valid, certified documents to receive mental health services.

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

Account	Description	Amount
101-612.005-801.000	The First Presbyterian Church (USA) of Flint/Mental Health Referrals and Services Support	\$150,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to The First Presbyterian Church (USA) of Flint in the amount of \$150,000. 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.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 26, 2024 12:20 EDT)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Mar 26, 2024 10:07 EDT)
William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Mar 26, 2024 12:15 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 3/22/2024

Agenda Item Title: MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO THE FIRST PRESBYTERIAN CHURCH (USA) OF FLINT FOR \$150,000

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

The First Presbyterian Church, located at 746 S. Saginaw St, Flint, MI 48502, will provide culturally competent services and increase equitable access to mental health services and social services for minority populations in Flint. According to the CDC, mental health conditions for Black, Indigenous, and People of Color (BIPOC) have worsened since the start of the pandemic. Minority groups may also find it difficult to access mental health services due to being underinsured, having limited income, and/or having issues with finding culturally competent providers.

Recently local, state, and federal government agencies have implemented policies and practices that require verifying age, relationship, identity, and citizenship by requesting valid, certified documents. For example, the MI Department of State act says, “beginning May 7, 2025, Michigan residents will need to present a REAL ID-compliant document to enter certain federal facilities to comply with federal law and the REAL ID requirements ensure the secure production and issuance of licenses and IDs to prevent copying or altering,” (Michigan Department of State). These changes require residents to submit birth records, identification cards, and driver’s licenses to access many services. These requirements will disproportionately deny vulnerable groups such as those experiencing poverty and homelessness access mental health services and support that is desperately needed.

Funding Purpose: Pathway to Change is an existing safety net program providing residents access to affordable, contribution-based mental health and social services. Marginalized groups living in less-than-ideal socioeconomic conditions may not have the financial means to make healthy choices. One’s ability to make healthy choices can be influenced by one’s mental health. The COVID-19 pandemic has caused undue stress on society overall. Some people have experienced more mental unrest than others. According to the 2022 Flint & Genesee CHNA Community Resident Survey, the residents identified “access to mental and behavioral health services as one of their top three health problems.” As a direct intention of our effort, members of underrepresented groups BIPOC will face fewer obstacles when attempting to utilize the available services.

Pathway to Change - through program services, mental health referrals and partnerships, will provide counseling and social services to address mental, emotional, and social problems experienced by Flint citizens. According to the American Psychological Association (APA), 20 to 30 sessions help individuals “achieve more complete symptom remission and to feel more confident in the skills needed to maintain treatment gains” (2017). Pathway to Change will provide services over a three-year period, offering twenty to twenty-four mental health counseling sessions to each participant. This project increases access to charitable, contribution-based, quality mental health and support services.

Funding Pathway to Change will help residents navigate systems, purchase documents, secure transportation to reduce barriers and increase access to social and mental health services. Those who are unemployed, underemployed, underinsured, or without proper insurance coverage will benefit from this effort. The impact will be determined by the data collected by professionals and the participant's report of improved psychological well-being, interpersonal relationships, and social functioning when compliant with treatment interventions.

Company Overview: During the near century and a half of organized worship, ministry and service, the congregation has been located on three different sites. The first edifice was constructed in 1837, on the corner of South Saginaw and First Streets. The second building was located at the corner of South Saginaw and Second Streets and dedicated in 1848. The current church building was dedicated debt free on November 13, 1885. To meet the expanding needs of this growing congregation, a new church house was erected and dedicated on May 19, 1929. As this congregation continued in this vision to "prepare and involve people in Christ's mission in the world" additional facilities were required. This addition features a physical expansion on three levels. Dedication of the new facilities took place on May 3, 1987.

Organization Qualifications: As a church in the heart of the city, First Presbyterian has a special relationship with, and an obligation to minister to, those that comprise our immediate surroundings. Here at First Presbyterian Church of Flint, we are reaching out to those in need through programs and one-on-one intervention. We offer the following services: Referrals to Crossover Downtown Outreach Ministries for food, clothing, personal care items, and household items. Assistance with obtaining a Michigan State Identification Card, Driver's License, and Birth Certificate. Community ministry will not pay for clearance fees, fines, or tickets.

History: The First Presbyterian Church has partnered with a Flint elementary school since the fall of 2012. In the fall of 2013, we began our partnership with Durant-Tuuri-Mott Elementary School (1518 University Avenue, Flint). Our partnership seeks to help meet the needs of students, families, and teachers. There are numerous ways to be involved with this ministry, with varying time commitments as well. Involvement ranges from donating items to the school and families during the year, serving at the school for special events, and weekly involvement in classrooms.

-The Neighborhood Breakfast Teams have been serving up a hot breakfast and warm fellowship every Sunday morning for well over 20 years now. We thank God for a wonderful community of guests as well as volunteers who gather to make this weekly gathering such a delight! Neither the faces nor the food will always be the same, but you can be sure that God's Spirit is ever working through this time to nourish us for the work Christ calls us to be about even after the kitchen is cleaned up. Since the later part of March, 2020, breakfasts have been carried out only as we seek to act with love for the folk most vulnerable among us. There are currently eight Teams in a rotation to prep, box, bag, and distribute food each week.

-Provide bus passes for local transportation only, to appointments, employment, and job search when available (with proper verification of destination). Assistance with medication copays (with proper documentation from the pharmacy). Resource for domestic violence or sexual assault referrals to the YWCA SAFE and Genesee County Human Trafficking National Task Force.

Account	Description	Amount
101-612.005-801.000	The First Presbyterian Church (USA) of Flint/Mental Health Referrals and Services Support	\$150,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes No **Please explain, if no:**
Pre-encumbered: Yes No **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 12:20 EDT)
Shelly Sparks-Green, Chief Resilience Officer

240237



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO ST. LUKE N.E.W. LIFE CENTER FOR \$200,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$200,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to The St. Luke N.E.W. Life Center to fund the development, placement, and onboarding of a licensed, trauma certified mental health specialist to provide participants with additional wrap-around services. These mental health support services are necessary to support families as they navigate real-world experience and systematic events faced in everyday life.

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

Account	Description	Amount
101-612.005-801.000	St. Luke N.E.W. Life Center/Mental Health Referrals and Services Support	\$200,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to St. Luke N.E.W. Life Center 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.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 26, 2024 12:16 EDT)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Mar 26, 2024 10:06 EDT)
William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Mar 26, 2024 12:10 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 3/22/2024

Agenda Item Title: MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO ST. LUKE N.E.W. LIFE CENTER FOR \$200,000

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

Company Overview: St. Luke N.E.W. Life Center - a faith-based environment providing life skills, education and workplace training, empowering women and men to become self-sufficient. Over the last two decades, we have built a facility and designed programming to support the residents of Flint's North End by providing basic needs, employment preparation, and paid on the job training to counter the many effects of generational poverty. According to the 2020 Census, 22,141 women are living within the 2nd and 3rd ward of Flint, mostly Black or African American, these women have been the focus of the St. Luke N.E.W. Life Center since opening its doors in 2002. Our services have been tailored to allow these women a safe place to meet, build their self-esteem and increase their level of education. During the COVID-19 pandemic, more and more women became active participants in our programming. We shifted to digital program delivery for a short time and were then able to bring smaller groups in person for more effective classes and paid on the job training opportunities. This project is no different. Over 100 women in less than 1 year have come to seek out assistance and protection from domestic violence. With this sharp increase in programming, we are focused on alleviating the mental health strain caused by trauma and crisis with a direct impact on those individuals in our neighborhood first.

We operate two social enterprises, a food pantry that serves over 1,000 people monthly, and a variety of community services, including but not limited to; crisis intervention, eye clinic, childcare, and a literacy center. These services are critical to the success of our workforce programming, as they provide participants with additional wrap-around services required to support their families, as well as real-world experience during the program. Furthermore, our community services help us build trust with people in the community, that ultimately move on to enroll in programs that address generational poverty. Many of the people in our employment preparation programs and social enterprises were introduced to N.E.W. Life through our food pantry or crisis intervention services.

Funding Purpose: *Funding Purpose:* The St. Luke N.E.W. Life Center is asking for consideration from the City of Flint to fund the development, placement, and onboarding of a licensed, trauma certified mental health specialist. As time has passed, the Center has followed a model of continuous improvement by gaining feedback directly from participants and those seeking various levels of assistance to move down the pathway towards self-sustainability. This feedback has led to many program changes including shorter periods of time between work and training, additional partners including the YWCA, New Paths, Re-Connections and most recently the Genesee County Corrections Department. While these partnerships have allowed the Center to serve a greater population, we have discovered that to provide meaningful change, we must find a way to directly support the mental health needs of the individuals we assist.

According to the Center for Disease Control’s Social Determinants of Health, nonmedical factors that influence health outcomes and conditions in which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life. These forces and systems include economic policies and systems, development agendas, social norms, social policies, racism, climate change, and political systems. Based on these determinants, onboarding a licensed, trauma certified mental health specialist at the St. Luke N.E.W. Life Center will boost the programming within the Center and alleviate struggle in four of the five categories. Limited access to quality health care creates difficult decisions for families as they already struggle to make ends meet. By providing accessible, no-cost mental health services and building these strategies within the existing program model, we feel the whole individual will be addressed in the best possible way. We have begun to make progress with health care access by establishing a free eye clinic for area residents, but much more needs to be done. With the City of Flint’s and ARPA’s assistance, we can continue to create pathways to self-sustainability.

Matching funds - There are portions of our general operating funds available for barrier removal services that can be utilized as matching funds. This number is currently around \$30,000. The in-kind donations of time, talent and referrals from our partner organizations will allow us to match with in-kind funds of around \$25,000.00. The St. Luke N.E.W. Life Center will provide the necessary infrastructure, initial referrals, administrative support and any unexpected costs up to \$100,000.00.

Account	Description	Amount
101-612.005-801.000	St. Luke N.E.W. Life Center /Mental Health Referrals and Services Support	\$200,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:**
Pre-encumbered: Yes ___ No X **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 12:15 EDT)
Shelly Sparks-Green, Chief Resilience Officer



240238

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO VOICES FOR CHILDREN ADVOCACY CENTER FOR \$200,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$200,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to The Voices for Children Advocacy Center is seeking additional funding for Crisis Counseling Services to ensure that children who have been victimized in our area can receive high-quality, evidence-based support. Crisis counseling occurs when a child has disclosed that they have been mistreated and/or when an abuse, neglect, or trafficking situation has been discovered.

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

Account	Description	Amount
101-612.005-801.000	Voices for Children Advocacy Center/Mental Health Referrals and Services Support	\$200,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Voices for Children Advocacy Center 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.

For the City:

For the City Council:

CLYDE D. EDWARDS

CLYDE D EDWARDS (Mar 26, 2024 12:21 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim

William Kim (Mar 26, 2024 10:04 EDT)

William Kim, City Attorney

Phillip Moore

Phillip Moore (Mar 26, 2024 12:10 EDT)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 3/22/2024

Agenda Item Title: MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO VOICES FOR CHILDREN ADVOCACY CENTER FOR \$200,000

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

Company Overview: Voices for Children (VCAC) is the result of the merger of Priority Children and Weiss Child Advocacy Center in 2017. Priority Children was founded in 1987 and Weiss Child Advocacy Center was the result of a merger in 2010 of the Child Advocacy Center of Genesee County (founded in 2000) and Consortium on Child Abuse and Neglect (founded in 1974 - doing only prevention work). In 2018, Voices added serving Shiawassee County through a merger with CAN Council of Shiawassee County, to develop a more sustainable program and staff for Shiawassee County.

Voices for Children serves as a voice and an advocate for children throughout Flint, Genesee County and Shiawassee County. Voices for Children provides crisis counseling, victim advocacy, and therapy/counseling for child survivors of abuse, neglect, human trafficking, and witness to violence. Services for child victims of abuse, neglect, human trafficking, and witness to violence benefit minority populations who have been disproportionately impacted by COVID19. This includes Black Indigenous People of Color (BIPOC), Latinx, LGBTQIA+, deaf/hard of hearing, and those with special health/cognitive needs. The reality is that 1 in 4 children in Flint will face child abuse before they turn 18.

That is 25% of the children currently growing up in our community. This is higher than the national average and indicates a need for support services. The only entity in Flint and Genesee County providing these specific services for this population is Voices for Children. The center has intentional focus on equitable program design. Many of the children and families served have lost family members to COVID or have adults/caregivers who continue to struggle with long term COVID. Additionally, job loss because of the pandemic increased stress for adults which, subsequently, increased instances of physical and sexual abuse perpetrated against minors.

Funding Purpose: The center has seen a recent increase in cases and is seeking additional funding for Crisis Counseling Services to ensure that children who have been victimized in our area can receive high-quality, evidence-based support. Crisis counseling occurs when a child has disclosed that they have been mistreated and/or when an abuse, neglect, or trafficking situation has been discovered. Services are provided for the youth (ages 0-17) as well as non-offending caregivers. Crisis counseling then seamlessly transitions, within the agency, to victim advocacy. Victim advocacy activities are case management to ensure all the child/teen's needs are met including basic needs like housing, food, clothing, safety, and education, then that they have support in navigating the justice system.

Victim advocates connect the child and family with in-house therapists who specialize in services targeted at children and teens who have been victims of physical and, or sexual abuse, neglect, and

human trafficking. Support groups are also available for survivors and, if they end up needing to testify in court against the person or people who hurt them, Voices for Children staff can help them feel prepared and confident to testify. Specifically, project activities include Crisis counseling, victim advocacy, and therapy/counseling including support groups and court preparation.

Program Services: Interview & Exam Services - Voices for Children Advocacy Center (formerly Weiss Child Advocacy Center) provides a place for abused children to tell their stories in a safe, friendly environment, with a single certified trained staff that can compassionately listen, examine, and ask all the necessary questions. Children and their non-offending family members meet with our Family Advocate and Forensic Interviewer to answer any questions they have. The Interviewer builds a relationship with the child to let them know that they are in a safe place and can tell their story. Behind the scenes, our staff, Law Enforcement, and Child Protective Services discuss a plan of action to keep the child and their family safe. The Family Advocate works with the family to navigate court proceedings, assess for and assist in addressing needs, refer to community support and therapy, and provide ongoing support. Because our facility is so home-like, we provide medical exams onsite by specially trained medical personnel, so they are less traumatic and stressful to children.

Multidisciplinary Team - Voices for Children Advocacy Center serves as the "hub" to the Multi-Disciplinary Team (MDT), a skilled team of professionals comprised of members of many organizations including law enforcement, social services, prosecution, mental health, medical, and victim advocacy personnel. The MDT work together in the investigation, treatment, management, and prosecution of child abuse, & neglect cases.

Family Advocacy - Family advocacy at Voices for Children Advocacy Center provides direct support to child victims and their non-offending caregivers. The purpose is to support the child and the caregiver in this time of crisis. Family advocates provide education about child abuse and help the family find any other resources they may need.

Advocacy and support are provided to the non-offending caregiver and the child by all our staff. The first person the family meets is the Voices for Children staff who talks to the caregiver about what will happen during the forensic interview, what happens after the interview, helps them fill out the necessary paperwork and explains the Victim Compensation Program.

The multi-disciplinary team (MDT) talks to the caregivers after the interview to again explain what will happen next and answer any questions they may have. Our Family Advocates will help the family find counseling and support them through the legal process (including helping the child understand what happens in court and if they must testify).

Project Outcomes: Outcomes include child and teen survivors of maltreatment having the support and resources they need to heal and thrive, children/teens feeling confident and prepared to testify in court, children/teens having opportunities to process through what has happened to them so they can reclaim their childhoods, heal, and thrive.

Account	Description	Amount
101-612.005-801.000	Voices for Children Advocacy Center/Mental Health Referrals and Services Support	\$200,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:**
Pre-encumbered: Yes ___ No X **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 12:21 EDT)
Shelly Sparks-Green, Chief Resilience Officer



240239

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO CATHOLIC CHARITIES OF SHIAWASSEE AND GENESEE COUNTIES FOR \$150,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;"

City Administration recommends reallocating \$150,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Catholic Charities of Shiawassee and Genesee Counties (CCSGC) is seeking funds to hire a Clinical Director to meet the increased need to serve the uninsured, underinsured, and marginalized population of Genesee County. These funds will supplement the cost of our other therapists to meet the demands of credential requirements attached to state and federal funding sources for essential services. We will fund an Intake Specialist to increase access to services and decrease wait times.

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

Account	Description	Amount
101-612.005-801.000	Catholic Charities of Shiawassee and Genesee Counties/Mental Health Referrals and Services Support	\$150,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Catholic Charities of Shiawassee and Genesee Counties in the amount of \$150,000. 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.

For the City:

For the City Council:

CLYDE D. EDWARDS
CLYDE D EDWARDS (Mar 26, 2024 12:20 EDT)
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Mar 26, 2024 10:20 EDT)
William Kim, City Attorney

Phillip Moore
Phillip Moore (Mar 26, 2024 12:18 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 3/22/2024

Agenda Item Title: MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO CATHOLIC CHARITIES OF SHIAWASSEE AND GENESEE COUNTIES FOR \$150,000

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

Catholic Charities of Shiawassee and Genesee Counties (CCSGC) is located at 901 Chippewa Street, Flint, Michigan 48503. The second center is at 120 W. Exchange Street, Suite 300, Owosso, Michigan 48867. Providing Mental Health Services focused on Evidence-Based Practices is essential for the overall health and safety of the underserved population in Genesee County is essential to turn these negative trends around.

Funding Purpose: Catholic Charities of Shiawassee and Genesee Counties (CCSGC) is seeking funds to hire a Clinical Director to meet the increased need to serve the uninsured, underinsured, and marginalized population of Genesee County. These funds will supplement the cost of our other therapists to meet the demands of credential requirements attached to state and federal funding sources for essential services. We will fund an Intake Specialist to increase access to services and decrease wait times.

Genesee County has been designated as a Health Professional Shortage Area for Mental Health, as reported by U.S. DHHS. This requires CCSGC to increase wages and find creative ways to market to recruit new staff. CCSGC is seeking funds to hire a Clinical Director to meet the increased need to serve the uninsured, underinsured, and marginalized population of Genesee County. These funds will supplement the cost of our other therapists to meet the demands of credential requirements attached to state and federal funding sources for essential services. We will fund an Intake Specialist to increase access to services and decrease wait times.

Mental health-related needs in the city of Flint were already higher due to the community-wide trauma experienced because of the Flint Water Crisis. The COVID-19 pandemic increased stress and anxiety levels within the whole population and public health actions, such as social distancing have led to increased feelings of isolation and loneliness, further adding to emotional and mental health challenges. Seniors were disproportionately affected by the pandemic. Genesee County has been designated as a Health Professional Shortage Area for Mental Health as reported by U.S. DHHS, which has affected senior citizens with Medicare to not be able to access Mental Health services in this county. Another concern is for the uninsured and underinsured population which has increased due to unemployment concerns due to the pandemic.

Mental health was identified by community residents completing the 2022 CHNA Community Resident Survey as the second most important health problem in the community, as 42% of respondents to the survey question identified "Access to mental and behavioral health services" as one of their top three health problems. When Genesee County residents were asked which health issues they are dealing with, 45% identified stress and 33% identified mental health problems such

as depression, anxiety, etc. Regarding social isolation, 24% of residents indicated they “sometimes” felt isolated from others, and 18% “often” felt isolated from others.

Genesee County is in dire need of additional Mental Health service providers. Catholic Charities is actively serving clients with Medicaid, Medicare, private insurance, and self-pay services on a sliding scale. Our mission to serve the poor and care for residents in Flint and surrounding areas leads us to not turn away clients based on ability to pay. We serve all individuals regardless of age, race, religion, gender, sexual orientation, or disability, many of whom are uninsured, underserved, and marginalized. Many individuals and families who live in poverty are disproportionately of minority racial status.

Data from the largest mental health survey of the Flint, Michigan community indicate that one in five adults, or roughly 13,600 people, were estimated to have clinical depression, and one in four, or 15,000 people, were estimated to have PTSD five years after the water crisis began, as reported by Duke University. These effects on Mental Health have been exasperated by the effects of the Covid19 pandemic. Mental Illness has been correlated to many negative outcomes in regard to homelessness, substance abuse, all-cause mortality, employment, Emergency Department use, lack of natural supports, suicidal death, etc.

Program History: Catholic Charities of Flint Michigan assistance programs - most of the Catholic Charities resources available in Shiawassee and Genesee County are targeted at more so-called basic needs, such as passing out free food, holiday assistance, and counseling. However, the agency may be able to refer qualified low-income families to other assistance programs in the region, including homeless prevention/rent help, funds for paying heating bills, and more. From time to time the Flint MI Catholic Charities may have some limited direct financial aid for those bills and costs. The non-profit both provides help and creates hope for all those in need, serving all people regardless of faith, age, or background.

Community Closet - Set up as a comfortable "shopping experience" we offer gently used clothing and shoes at no cost to low-income families in need. Growing kids need new clothes each year! Purchasing new clothing can be a hardship for families who are struggling financially. We are here to help kids feel confident and happy by providing quality clothing to wear to school.

Linen Closet - Most of us take blankets, sheets, and towels for granted but for many, these would be considered luxury items. While supplies last we aim to furnish families with the ability to tuck their children into a warm bed every night.

Personal Needs - Through this program, items such as toothpaste, shampoo, diapers, laundry soap, razors and toilet paper are made available to those in need. Clients may receive products once a month, based on availability.

Food Pantry - We are dedicated to serving those in need in our area by supplementing their monthly groceries. Our families include the working poor, retired seniors and those struggling to feed babies and small children.

This project does have matching funds.
 Individual/Business donors, Contributions, In Progress, \$25,000
 Diocese of Lansing, Secured, \$74,100
 Counseling Fees, Insurance, and self-pay, In Progress, \$700,000

Account	Description	Amount
101-612.005-801.000	Catholic Charities of Shiawassee and Genesee Counties /Mental Health Referrals and Services Support	\$150,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X Please explain, if no:
Pre-encumbered: Yes ___ No X Requisition #: N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 12:19 EDT)
 Shelly Sparks-Green, Chief Resilience Officer

240240



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO FLINT INSTITUTE OF MUSIC FOR \$189,000

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$189,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Flint Institute of Music (FIM) seeks \$208,000 to expand programming to include drama, dance, and poetry therapy. Structured as 30 to 45-minute sessions of 3-5 youth, this program will use age-appropriate art-informed small group treatment plans to address the cognitive, physical, emotional, and social health-related needs of engaged youth by employing the performing arts within which they have the greatest interest.

***Explanation of Award:** FIM asked for \$208,000 but the committee was over budget, and Admin reduced the amount of this award to remain in alignment with the City Council in the amount of \$1,000,000 from the category of Mental Health Referrals and Support part of Resolution 220464.1, the Proposed ARPA Allocation Plan, on October 24, 2022.

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

Account	Description	Amount
101-612.005-801.000	Flint Institute of Music/Mental Health Referrals and Services Support	\$189,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Flint Institute of Music in the amount of \$189,000. 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.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 26, 2024 17:07 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Mar 26, 2024 10:20 EDT)

William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Mar 26, 2024 13:03 EDT)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: 3/22/2024

Agenda Item Title: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR MENTAL HEALTH REFERRELS AND SERVICES SUPPORT TO FLINT INSTITUTE OF MUSIC FOR \$189,000

Prepared by: Shelly Sparks-Green

Background/Summary of Proposed Action:

Company History: Flint Institute of Music (FIM) traces its roots to the formation of the Flint Community Music Association (FCMA) under the leadership of automotive pioneer and philanthropist J. Dallas Dort. As early as 1913, with Dort's influence and financial backing the he enjoyed singing. Anyone who was interested, regardless of age, gender, race, religion, financial status or even ability was welcome and invited to participate.

As Flint grew and prospered post World War II, civic leaders demonstrated enthusiasm to upgrade all the cultural offerings in the newly forming cultural center campus. This included plans for the construction of an orchestra hall, Whiting Auditorium which would open May 1, 1967. Just as J. Dallas Dort had been instrumental in the formation of FCMA, his son David Dort would play a significant role in transiting the Flint Symphony Orchestra to the status of a professional orchestra.

In 1965, the Musical Performing Arts Association (MPAA) was formed to professionalize the Flint Symphony Orchestra and soon afterward hired its first professional conductor, William Byrd. While accomplishing the main objective the MPAA soon found itself competing with FCMA for limited community resources including the highly qualified volunteer leadership required to steward two esteemed organizations. Not long after, both organizations experiencing similar challenges, agreed to merge as the Flint Institute of Music in 1971. It was a sound move with strong community support and led to significant programmatic and creative growth, including the formation of the FIM Community Music School, later renamed Flint School of Performing Arts (1986). In 2009 FIM accepted leadership and management of the Flint Youth Theatre originally founded in 1957.

Defined Problem: Based upon the US Census Bureau definition of minority, a "population of people who are not single-race white and not Hispanic", this project is not designed for the direct benefit of any minority population. However, under a more evolved definition set forth by the University of Chicago and American Sociological Association, "a group of people...singled out from the others in society which they live for differential and unequal treatment, and who therefore regard themselves as objects of collective discrimination...based on an individual's physical or behavioral characteristics", yes, this project will directly benefit a minority population – youth with mental health issues.

We are all aware of the stigma attached to compromised mental health, but that awareness does not often extend to youth. Research performed by the American Music Therapy Association, published in the Journal of Music Therapy, 54(2), 2017, 133–160 highlighted that "mental health disorders

form the greatest burden of disease for young people internationally, with half of all lifetime disorders beginning by age 14”, and the CDC reports suicide as the second leading cause of death for youth ages 10-14.

Our children are not well. Because youth aged 10-14 make up the smallest class of suicides by age group, it is often overlooked that, according to the CDC, for every suicide death, there are:
4 hospitalizations for suicide attempts
8 emergency visits related to suicide
27 self-reported suicide attempts, and
275 people who seriously consider suicide

In the wake of the COVID-19 pandemic, concern for our youth has spiked. Forced isolation, increased anxiety, and the influences of social media/popular culture, coupled with a lack of knowledge regarding adolescent mental health and a lack of sufficient resources have exacerbated an already volatile situation.

Funding Purpose: Currently utilizing group instrument play, structured music listening, lyric analysis, songwriting, and music & movement to address mental health and behavioral outcomes of participating students, FIM seeks \$208,000 to expand programming to include drama, dance, and poetry therapy.

Structured as 30 to 45-minute sessions of 3-5 youth, this program will use age-appropriate art-informed small group treatment plans to address the cognitive, physical, emotional, and social health-related needs of engaged youth by employing the performing arts within which they have the greatest interest.

Serving 375 K-12 youth with the goals of increasing emotional regulation, teaching healthy coping skills, increasing youth on-task behaviors & sustained attention skills, while improving peer-to-peer interactions amongst youth, by the close of the 3-year grant term, FIM Art-Informed Therapy will see:

- 75% of students able to identify a minimum of two de-escalation techniques for reducing frustration/anger
- 80% of students having improved their focus and on-task behavior
- 70% of students will have improved their overall peer-to-peer interactions

Present Day: Today, FIM offers a wide array of performances through its artistic division which includes the Flint Symphony Orchestra, Flint Repertory Theatre, FIM presenting series at Whiting Auditorium and Capitol Theatre and Movies at the Capitol Theatre. In addition, FIM provides extensive community education and engagement opportunities including long-standing favorites, Music Around Town and the Troubadours. FIM Flint School of Performing Arts, one of the largest community schools of the arts in the nation, provides music, dance & theater instruction, and performance opportunities for students of all ages and abilities.

FIM operates five performance venues, four situated on the Flint Cultural Center Campus—Whiting Auditorium, Elgood Theatre, Bower Theatre, MacArthur Recital Hall. Its fifth venue is the recently renovated, historic Capitol Theatre in downtown Flint. FIM venues host its own

artistic productions, hundreds of student recitals, community events, rentals, and touring presentations from all over the world and reach more than 300,000 people annually through lessons, classes, outreach programs, and performances. Our community programs delivers Summer Delights with Music Around Town, just another way FIM brings the transformative power of the performing arts to the greater Flint area. Musical ensembles of all types and sizes share their talents and entertain audiences from June through August. Watch your email or follow our Facebook pages for more information on our summer schedule.

In the past year, FIM Music Therapy Program served 213 youth and added 5 new sites. 75% of those students identified at least 2 de-escalation techniques for reducing frustration/anger; 82% improved their focus and on-task behavior; and 97% improved their overall peer-to-peer interactions.

Program Outcomes: Seeking to build upon those outcomes, FIM Art-Informed Therapy is a proposed expansion that will utilize the intellectual and artistic gifts of Board-Certified Music Therapists, Certified Behavior Specialists, and/or Board-Certified Behavior Analysts with a background/experience in dance, theatre, music, and/or poetry. These Board-Certified Professionals will utilize the performing arts to help youth develop healthy processing skills and heal in a safe space promoting mindfulness and creativity. The use of the performing arts to enhance mental health is rooted in the idea that creative expression improves overall well-being - a belief upon which the Flint Institute of Music was founded.

Account	Description	Amount
101-612.005-801.000	Flint Institute of Music/Mental Health Referrals and Services Support	\$189,000

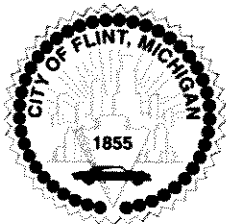
Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:**
Pre-encumbered: Yes ___ No X **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 16:15 EDT)
Shelly Sparks-Green, Chief Resilience Officer

240241



RESOLUTION NO.: _____

PRESENTED: 10-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH HABITAT OF HUMANITIES FOR HOMEOWNER EDUCATION ASSISTANCE

BY THE CITY ADMINISTRATION:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$50,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Genesee County Habitat for Humanity (GCHFH) to serve City of Flint Residents through their HUD Certified Housing Counseling Program.

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

Account	Description	Amount
101-729.004-801.000	Genesee County Habitat for Humanity (GCHFH)	\$50,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Genesee County Habitat for Humanity (GCHFH) in the amount of \$50,000. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 26, 2024 12:20 EDT)
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Mar 26, 2024 10:19 EDT)
William Kim, City Attorney

Phillip Moore
Phillip Moore (Mar 26, 2024 12:16 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: March 19, 2024

Agenda Item Title:

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH HABITAT OF HUMANITIES FOR HOMEOWNER EDUCATION ASSISTANCE

Prepared by:

Latrese Brown, Community Liaison

Background/Summary of Proposed Action:

Genesee County Habitat for Humanity (GCHFH): Funding request and purpose: Requesting \$50,000 for Homeowner Education;

Genesee County Habitat for Humanity (GCHFH) will continue to serve City of Flint Residents through their HUD Certified Housing Counseling Program. The focus for this funding opportunity will be low-to-moderate households participating in their in-person Fair Housing and Intro to Homebuyer Education Class. Those residents who complete the course, as well as a financial intake assessment, and purchase a home in the City of Flint through the Genesee County Land Bank Authority (GCLBA) will be eligible for \$500.00 down payment assistance. This class is required by the GCLBA and GCHFH currently offers the class twice a month. The goal will be for 120 eligible City of Flint residents to complete the course and 30 home sales in the City of Flint to utilize the down payment assistance.

GCHFH is helping to end the cycle of poverty in the City of Flint by providing education and financial tools needed to improve one's life. Financial Literacy through education can help lift people out of poverty by teaching them how to manage money and build wealth through homeownership. People benefit most from Homeowner Education when the support is appropriate to their needs and easily accessible, which is the intent of our program. We track all program data through our HUD approved client management system, CounselorMax. The client's data is collected including family composition, demographic information, and income.

History:

Founded in 1990, Genesee County Habitat for Humanity (GCHFH) is one of nearly 1,400 United States affiliates of Habitat for Humanity International. Habitat for Humanity partners with people in your community, and all over the world, to help them build or improve a place they can call home. Habitat homeowners help build their own homes alongside volunteers and pay an affordable mortgage. With your support, Habitat homeowners achieve the strength, stability, and

independence they need to build a better life for themselves and their families. Through its 2020 Strategic Plan, Habitat for Humanity will serve more people than ever before through decent and affordable housing.

Account	Description	Amount
101-729.004-801.000	Genesee County Habitat for Humanity (GCHFH)	\$50,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:**
Pre-encumbered: Yes ___ No X **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 12:19 EDT)
Shelly Sparks-Green, Chief Resilience Officer



240242

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR YOUTH JOB TRAINING FOR THE FLINT CHILDREN’S MUSEUM

BY THE CITY ADMINISTRATION:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$100,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to The Flint Children’s Museum to establish an internship program that provides meaningful job training for youth ages 16 – 24 who will serve the youngest children in Flint and Genesee County, while helping advance the work of the Flint Children’s Museum.

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

Account	Description	Amount
101-728.018-801.000	The Flint Children’s Museum	\$100,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Flint Children’s Museum in the amount of \$100,000. 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.

For the City:

For the City Council:

CLYDE D EDWARDS

CLYDE D EDWARDS (Mar 26, 2024 12:16 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim

William Kim (Mar 26, 2024 10:07 EDT)

William Kim, City Attorney

Phillip Moore

Phillip Moore (Mar 26, 2024 12:14 EDT)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: March 19, 2024

Agenda Item Title:

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR YOUTH JOB TRAINING FOR THE FLINT CHILDREN'S MUSEUM

Prepared by:

Latrese Brown, Community Liaison

Background/Summary of Proposed Action:

The Flint Children's Museum: *Funding request and purpose:* **Requesting \$100,000 for Youth Internship Program.**

The purpose of this grant is to provide funding to the Flint Children's Museum to establish an internship program that provides meaningful job training for youth ages 16 – 24 who will serve the youngest children in Flint and Genesee County, while helping advance the work of the Flint Children's Museum. This grant will cover twenty-four months and help serve young children disproportionately impacted by COVID-19. It will also help the Flint Children's Museum through the process of recovering, expanding, and, ultimately, relocating to the first floor of 601/605 N. Saginaw St. Flint following the COVID–19 pandemic.

Through this program, the Flint Children's Museum will hire paid interns with a living wage to assist in the areas of Exhibit Maintenance and Fabrication, Visitor Services, and Communications and Marketing. The work of the interns will advance their own skills, while supporting children's hands-on experiences through expanded exhibits, new programs, enhanced educational offerings, and improved outreach and marketing.

The Children's Museum will use ARPA funding to hire, mentor, train, and employ youth through twelve-week internships. Training for the interns will be specific to each position they fill and will ensure they are equipped to serve the needs of the children and families from disproportionately impacted groups. This will include cultural competency, language skills, and sensitivity to the unique challenges faced by these groups.

The interns will be provided with meaningful work experiences, while enhancing the educational experiences for young children. To fill the positions, the Flint Children's Museum will partner with Michigan Works, Flint/Genesee Job Corps Center, MiTalent, Career Edge, Flint and Genesee Chamber Job Fairs, Mott Community College, University of Michigan – Flint, and other employment agencies.

History:

The Flint Children's Museum (FCM) has become an integral part of the "University Avenue corridor," connecting the campuses of Kettering University and the University of Michigan-Flint, where the FCM is a valuable educational and community asset.

Today, the FCM serves more than 40,000 children and families each year. Through the support of generous donors and community partners, the FCM provides unique educational experience to the youngest and most at-risk youth – and always attempting to expand its reach into the community to serve as many children as possible.

The last several years have seen even more demand for our exhibits and programs, as well as the development of Sproutsides, their outdoor learning area. Child-curated gardens, outdoor science demonstrations, and lots of room for nature-based activities make Sproutsides one of their most popular features. For 40 years, the FCM has enjoyed supporting the development of every child through hands-on learning experiences and is dedicated to continuing to serve as many children and families as possible.

Account	Description	Amount
101-728.018-801.000	The Flint Children's Museum	\$100,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes No **Please explain, if no:**
Pre-encumbered: Yes No **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024, 12:14 EDT)
Shelly Sparks-Green, Chief Resilience Officer



240243

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH FUNDS GRANTS FOR YOUTH JOB TRAINING FOR THE URBAN RENAISSANCE CENTER

BY THE CITY ADMINISTRATION:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$225,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the Urban Renaissance Center to Reallocated funds will be moved from #101-287.000-963.000 as follows:

Account	Description	Amount
101-728.018-801.000	Urban Renaissance Center	\$225,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Urban Renaissance Center in the amount of \$225,000. 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.

For the City:

For the City Council:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 26, 2024 17:06 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Mar 26, 2024 13:07 EDT)

William Kim, City Attorney

Phillip Moore
Phillip Moore (Mar 26, 2024 13:11 EDT)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: March 19, 2024

Agenda Item Title:

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH FUNDS GRANTS FOR YOUTH JOB TRAINING FOR THE URBAN RENAISSANCE CENTER

Prepared by:

Latrese Brown, Community Liaison

Background/Summary of Proposed Action:

Great Lakes Aquatic Habitat Network: *Funding request and purpose:* **Requesting \$225,000 for Urban Renaissance Center;** Fruits of Our Labor (FOL) will employ a holistic approach that will allow the participants to address food insecurity, community development, leadership, economic development, and environmental stewardship. They will accomplish this by activating a 3.5 acre plot of vacant property within Flint's Civic Park neighborhood (in a green zone of the Flint Master Plan) to function as an immersive community space, featuring a workforce development site dedicated to community agriculture, mindfulness gardens, walking paths, a pavilion, and outdoor educational safari exhibitions.

Civic Park provides an ideal location for just such a project. The neighborhood is centrally located within the north Flint community, a well-documented urban food desert, and is well-served by multiple, high-traffic MTA routes, making the neighborhood easily accessible for all residents and community members. It also features a large concentration of vacant land thanks to millions of dollars-worth of substandard housing demolition by the Genesee County Land Bank. Moreover, Civic Park sits precariously at the nexus of flourishing and floundering. Recent block-level parcel analysis by the Genesee County Land Bank has found that the majority of blocks within the Civic Park Neighborhood are both low-vacancy and feature households in high socioeconomic distress.

Project Scope: FOL is a workforce development and agricultural start up project of URC aimed at developing workforce skills, improving access to fresh and healthy produce, and encouraging entrepreneurship in north Flint. Through workforce training, entrepreneurship, and community building programming they will educate and empower residents on how to grow their own fresh produce in community-based gardens. Through the project, URC will revitalize 3.5 acres of vacant land in Flint's Civic Park neighborhood to serve as a multi-use training site, community agriculture and enrichment space.

As part of the program, URC will capitalize on its existing partnerships with UM-Flint, Ruth Mott/Applewood, the Crim Fitness Foundation, Genesee Health Systems, Flint Grounds Crew, and Carriage Town ministries to provide a range of mindfulness and health-based programming aimed empowering local residents to take charge of their personal wellness.

In 2019, URC partnered with the American Heart Association to fully rehabilitate a formerly vacant and blighted home near the project site. This rehabilitation project repurposed the site to function as a collaborative facility with ground level education space for classes and workshops on community-based agriculture, as well as a kitchen for community members to explore new and creative cooking methods, recipes, and fresh ingredients.

Following completion of the site URC began hosting an initial series of highly participatory garden and agricultural training in partnership with the Director of Soil Conservation and Agricultural Development at Convoy of Hope International, Dr. Jason Streubel. These classes were very well-received and engaged more than 100 community members. However, these classes and plans for future development were derailed by the COVID-19 pandemic and subsequent rounds of quarantine and community spread.

Funding from the American Rescue Plan will enable URC to resume and expand upon this work to provide healthy activities, community-based mindfulness, agricultural education, and access to fresh and healthy produce. Through these things, URC seeks to dramatically improve health outcomes among marginalized and woefully underserved populations within the north Flint community.

History:

The Fruits of Our Labor (FOL) is a grassroots, workforce development, community urban agriculture program designed to train young men and women between the ages of 16-25 in urban agriculture while simultaneously improving access to fresh healthy produce for residents. Since its founding in 2016, the Urban Renaissance Center (URC) has been at the vanguard of connecting chronically unemployed and underemployed populations in north Flint with practical work experience through job training and social enterprise. Long before this time, our founder, Rev. R. Sherman McCathern, had been widely recognized for his leadership in the field undertaking this work as an extension of his community ministry.

Over the years, this work has grown in scale and impact. What began as a simple community ministry with a handful of young men, has since grown into a fully integrated, multi-layered workforce development program that supports the training, education, economic empowerment, and rehabilitation of nearly 70 marginalized young men and women every year. Through URC’s workforce development program, these young men and women are able to earn a stable income while gaining practical job training in the fields of landscaping, construction, custodial arts, and/or media production and design. As a result of our proven track record of mentorship to marginalized young people, we have garnered the financial support of organizations such as the Ruth Mott Foundation, C.S. Mott Foundation, United Way of Genesee County, Community Foundation of Greater Flint, the American Heart Association and Convoy of Hope.

Account	Description	Amount
101-728.018-801.000	Urban Renaissance Center	\$225,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:**
Pre-encumbered: Yes ___ No X **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 16:14 EDT)
Shelly Sparks-Green, Chief Resilience Officer



240244

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR YOUTH JOB TRAINING FOR ASBURY COMMUNITY DEVELOPMENT CORPORATION

BY THE CITY ADMINISTRATION:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$500,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the Urban Renaissance Center to Reallocated funds will be moved from #101-287.000-963.000 as follows:

Account	Description	Amount
101-728.018-801.000	Asbury Community Development Corporation	\$500,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Asbury Community Development Corporation in the amount of \$500,000. 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.

For the City:

For the City Council:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 26, 2024 12:17 EDT)
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (Mar 26, 2024 10:06 EDT)
William Kim, City Attorney

Phillip Moore
Phillip Moore (Mar 26, 2024 12:12 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: March 19, 2024

Agenda Item Title:

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR YOUTH JOB TRAINING FOR ASBURY COMMUNITY DEVELOPMENT CORPORATION

Prepared by:

Latrese Brown, Community Liaison

Background/Summary of Proposed Action:

Asbury Community Development Corporation: *Funding request and purpose:* **Requesting \$500,000 for Our Sizzling Culture! Job Training Program;** Our Sizzling Culture! job training program includes food service related training, certification, entrepreneurship training and hands-on experience in creating value added products and participating in the launch of each product. Also, youth connect with community based employers leading to employment opportunities.

The Sizzling Culture! job training program is key in Asbury's response to food insecurity and continued trauma in our community due to the water crisis and COVID. And food prices continue to rise. Asbury learned that youth are genuinely interested in engaging with art, agriculture, entrepreneurship, healthy eating, and careers in food systems and with that understanding we are expanding our programming to focus on preparation for careers in the food system and also preparing them to become our next generation of business leaders.

Project Activities:

- Chef-Led Workshops teach culinary skills, demonstrate recipes, design meal kits and encourage youth and their families to be ambassadors to share information about meal kits and locally available produce.
- Weekly Community Lunch and Monthly Meet-Up: Lunch with youth, their families, and community members responds to food insecurity. Youth and staff lead nutrition-related activities, such as canning, meal prep techniques, and recipe sharing.
- Weekly Mobile Food Trailer: This entrepreneurship opportunity for the youth will raise awareness about Asbury and community partner programs, while also distributing produce, meal kits and prepared foods.
- Value-Added Product Creation: Youth create products that will be sold to the community.
- Entrepreneurship Training Workshops: Throughout the program, youth will participate in workshops to prepare them for launching their own business.

As a result of this funding, 90 youth will receive food handlers licenses, 45 will receive ServSafe certification. 75% of youth are expected to either re-enter the program, start a business, gain employment, or enter into a continuing education program.

History:

The community surrounding Asbury Community Development Corporation has experienced unacceptable lead levels in its public drinking water and faces substantial food insecurity and a high incidence of youth crime. It is one of the poorest neighborhoods in Michigan.

Asbury Community Development Corporation’s work is about food and justice. Their vision is a revitalized community where every resident can use their talents and passions for the common good, and where children grow into active citizens. All residents can enjoy safety, good health, and a culture that fosters life-long learning and satisfying lives. Their Sizzling Culture program provides jobs and new skills to our city’s youth. This includes year-round employment. Their staff and most of their volunteers come from the neighborhoods they support.

Account	Description	Amount
101-728.018-801.000	Asbury Community Development Corporation	\$500,000

Financial Implications:

American Rescue Plan Act funds must be fully expended by 12/31/26.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:**
Pre-encumbered: Yes ___ No X **Requisition #:** N/A
Other Implications: No other implications are known at this time.
Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Shelly Sparks-Green
Shelly Sparks-Green (Mar 26, 2024 12:15 EDT)
Shelly Sparks-Green, Chief Resilience Officer



240245

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

**RESOLUTION TO APPROVE THE PURCHASE OF PROPERTY
FROM GENESEE COUNTY LAND BANK AUTHORITY FOR CRONIN DERBY DOWNS
DEVELOPMENT PROJECT**

The Cronin Derby Downs rehabilitation project requires that certain parcels fall under the ownership of the City of Flint.

Resolution 240121 adopted 4-8-24 authorized the reallocation of CDBG-CV funds to Business and Community Services to complete the Cronin Derby Downs development project located behind Flint Southwestern High School along (1-69) in the 8th Ward.

The Genesee County Land Bank Authority currently owns parcel 40-24-226-001 located at the project site but will complete a Quitclaim Deed to the City of Flint in support of this development.

The Department of Business and Community Services Division requests the purchase of parcel 40-24-226-001 from Genesee County Land Bank Authority using funds available in

Dept.	Name of Account	Account Number	Grant Code	Amount
Bus& Comm Services	CDBG Cares Act Expense	282-737.214-805.057	FHUD-CDBGCA	\$9,625.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to purchase parcel 40-24-226-001 for the amount of \$9,625.00 in FY 2024-25 to support the Cronin Derby Downs Development Project from the Genesee County Land Bank Authority.

For the City:

For the City Council:

CLYDE D EDWARDS / A0170
CLYDE D EDWARDS / A0170 (Jun 3, 2024 12:28 EDT)
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

William Kim
William Kim (May 31, 2024 12:50 EDT)
William Kim, City Attorney

Phillip Moore
Phillip Moore (Jun 3, 2024 07:24 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 4/29/24

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION TO APPROVE THE PURCHASE OF PROPERTY FROM GENESEE COUNTY LAND BANK AUTHORITY FOR CRONIN DERBY DOWNS DEVELOPMENT PROJECT

PREPARED BY: Gavin Bodnar

VENDOR NAME: Genesee County Land Bank Authority

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Cronin Derby Downs is a City of Flint Park in Census Tract 135, Block Group 2, which is a low/mod neighborhood in Flint's 8th Ward. The site sits behind Flint Southwestern High School, and adjacent to I-69. Once completed the Flint Soap Box Derby will be providing courses at no cost to the City of Flint participants. Further, the Flint Soap Box Derby recognizes the significant financial impediments that would otherwise preclude City of Flint families and youth from participating in official Flint Soap Box Derby workshops, races, and events. As a result, this program provides the opportunity for low - and moderate - income families to take place in workshops, races, and events without the burden of cost considerations. At its core, the Flint Soap Box Derby prioritizes opportunity, accessibility, and ease of participation for all local families and youth.

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

Resolution 240121 adopted 4-8-24 authorized the reallocation of CDBG-CV funds to Business and Community Services to complete the Cronin Derby Downs.

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

Acquiring the land for Cronin Derby Downs not only enables the completion of the Flint Soap Box Derby project but also unlocks additional benefits for the city and its residents. The development of the park creates a valuable community asset that promotes outdoor recreation, youth engagement, and neighborhood revitalization.



CITY OF FLINT STAFF REVIEW FORM

FINANCIAL IMPLICATIONS:

Site control is necessary for the purpose of the Cronin Derby Downs project.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Bus& Comm Services	CDBG Cares Act Expense	282-737.214-805.057	FHUD-CDBG A	\$9,625.00
FY24 GRAND TOTAL				\$9,625.00

PRE-ENCUMBERED? YES NO **REQUISITION NO:** #240008636

ACCOUNTING APPROVAL: Carissa Dotson
Carissa Dotson (May 31, 2024 11:24 EDT) **Date:** 05/31/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1

BUDGET YEAR 2 \$9,625.00

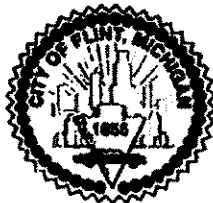
BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (May 31, 2024 11:48 EDT)
Emily Doerr, Director Business and Community Services

240121



RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: 4-8-2024

RESOLUTION AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE CITY OF FLINT'S CORONAVIRUS AID, RELIEF, AND ECONOMIC DEVELOPMENT SECURITY (CARES) ACT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BY THE MAYOR:

WHEREAS, In March 2020, in response to the pandemic declaration by the World Health Organization, this nation enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which made Community Development Block Grant coronavirus response (CDBG-CV) funds available to prevent, prepare for and respond to Covid-19, the respiratory illness caused by a type of coronavirus identified in 2019. The City of Flint received CDBG-CV funds in the amount of \$2,830,392.

WHEREAS, CDBG-CV funds were initially awarded to agencies through Resolution No. 210368.1, adopted August 10, 2021, to carry out activities that prevent, prepare for, and respond to Covid-19.

WHEREAS, certain subrecipient agencies are unable to meet spending and eligibility requirements despite collaborative efforts with Flint

WHEREAS, funds from agencies unable to spend have been made available in the accounts listed below

Dept.	Name of Account	Account #	Grant #	Amount
Business and Community Services	CDBG Cares Act Revenue Account	282-737.101-522.748	FHUD-CDBGCA	\$1,425,000.00
Business and Community Services	CDBG Cares Act Uncommitted Account	282-737.101-963.000	FHUD-CDBGCA	\$1,425,000.00

WHEREAS, the City has identified subrecipient agencies who have interest and capacity to use these restricted funds timely and eligibly are listed below.


Agency	Brief Description	Amount
Business & Comm Services/Parks	Cronin Derby Downs	\$625,000.00

Business & Comm Services/Comm Services	IGX-Comprehensive Grants Management System	\$200,000.00
Food Bank of Eastern Michigan	Mobile Food Pantry	\$550,000.00
Catholic Charities	Food Distribution at its centers	\$50,000.00
		\$1,425,000.00

IT IS RESOLVED That the appropriate City Officials are hereby authorized to do all things necessary to reallocate funding to the agencies listed above in appropriate accounts and to enter into contracts or memorandums of understanding for proposed new activities to address Covid-19 as identified in the table herein.

APPROVED AS TO FORM:

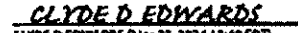
APPROVED AS TO FINANCE:


William Kim (Mar 20, 2024 17:08 CDT)

William Kim
City Attorney


Phillip Moore (Mar 21, 2024 17 18 EDT)

Phillip Moore
Chief Financial Officer

ADMINISTRATION:

CLYDE D EDWARDS (Mar 22, 2024 13:40 EDT)

Clyde Edwards
City Administrator

APPROVED BY CITY COUNCIL:




CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 2/22/2024

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: Resolution Authorizing a Substantial Amendment to the City of Flint's CORONAVIRUS AID, RELIEF, AND ECONOMIC DEVELOPMENT SECURITY(CARES) ACT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

PREPARED BY

VENDOR NAME: n/a

BACKGROUND/SUMMARY OF PROPOSED ACTION:

In accordance with 24 CFR (Code of Federal Regulations) Part 91, Subpart B, the city of Flint is required to amend its Consolidated Plan whenever it makes substantial amendments to the plan as defined in its Citizens Participation Plan. This amendment is considered substantial in that the city proposes to carry out new activities exceeding 15 percent of the federal program grant from which the funding is derived, the CDBG-CV program. The regulations also require that Citizens be afforded the opportunity to provide comments on the proposed changes.

On February 8th, the city formally gave notice of the beginning of a 30-day comment period by publishing the notice in the Flint Journal and on the city's website. Now that the comment period has exceeded the 30 days, the resolution approving the amendment can be presented to council for approval.

In March 2020, in response to the pandemic declaration by the World Health Organization, this nation enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), which made Community Development Block Grant coronavirus response (CDBG-CV) funds available to prevent, prepare for and respond to Covid-19, the respiratory illness caused by a type of coronavirus identified in 2019. The City of Flint received CDBG-CV funds in the amount of \$2,830,392.

CDBG-CV funds were initially awarded to agencies via Resolution No. 210368.1, adopted August 10, 2021, to carry out activities that prevent, prepare for, and respond to Covid-19. The amendment proposes reprogramming of said funds that remain unspent, for new activities that address Covid-19 and can be spent in a timely manner.

The City identified subrecipient agencies who were unable to meet spending and eligibility requirements despite collaborative efforts with Flint. Reprogramming of these identified funds is necessary to be compliant with the terms of the grant.



CITY OF FLINT

Subrecipient	Program	Amount
Flint Genesee Chamber	Small Business Assistance	\$535,000.00
Genesee County Habitat for Humanity	Homeowner Repair	\$500,000.00
Genesee County Health Department	Transportation to Vaccines	\$40,000.00
Genesee County Health System	Mental Health Mobility	\$350,000.00
		\$1,425,000.00

In order to meet the COVID requirement along with the other terms of the grant, the City has identified the following activities with demonstrated capacity to spend timely and eligibly.

Agency	Brief Description	Amount
Business & Comm Services/Parks	Cronin Derby Downs	\$625,000.00
Business & Comm Services/Comm Services	IGX Comprehensive Grants Management System	\$200,000.00
Food Bank of Eastern Michigan	Mobile Food Pantry	\$550,000.00
Catholic Charities	Food Distribution at its centers	\$50,000.00
		\$1,425,000.00

The Community Services Division believes that this substantial amendment to the CDBG-CV grant is necessary and will result in eligible and timely spending.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
B&C Services	CDBG Cares Act Revenue Account	282-737.101-522.748	FHUD-CDBGCA	\$1,425,000.00
B&C Services	CDBG Cares Act Uncommitted Account	282-737.101-963.000	FHUD-CDBGCA	\$1,425,000.00
		FY23/24 GRAND TOTAL		\$1,425,000.00

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008398

ACCOUNTING APPROVAL: Carissa Dotson Date: 03/20/2024
Carissa Dotson (Mar 20, 2024 14:38 EDT)

FINANCE APPROVAL: [Signature] Date: 03/20/2024



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO
(If yes, please indicate how many years for the contract) YEARS

The Division requires four MOUs/Contracts with agencies listed above

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


BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: 
Emily Dorn, Director, 2024 IS-01 F011

(PLEASE TYPE NAME, TITLE)



240246

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

Resolution Authorizing Approval of the 2024-25 Annual Action Plan and Proposed Uses and Funding Recommendations for the U.S. Department of Housing and Urban Development Community Development Block Grant, HOME Investment Partnerships and Emergency Solutions Grant Funds for the 2024-25 Program Year

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint will receive Title I Community Development Block Grant (CDBG) entitlement funds in the amount of \$3,686,126.00, HOME Investment Partnerships (HOME) entitlement funds in the amount of \$662,338.00, and Emergency Solutions Grant (ESG) in the amount of \$353,277.00 for federal fiscal year 2024-25, covering the period of July 1, 2024, through June 30, 2025, as well as any subsequent years that HUD continues to make any balances available to the City; pursuant to submission of an application to the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, In order to receive this funding, the U.S. Department of Housing and Urban Development requires the City of Flint to submit an Annual Action Plan as a component of the its Consolidated Plan. This plan includes the annual Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) application.

WHEREAS, City Administration finalized funding recommendations for the proposed Action Plan in May 2024 and funding will be allocated in the accounts listed herein.

Subrecipient/Account Name	Adjusted Amount
ADMINISTRATION/PLANNING (CDBG)	\$ 737,225.20
Total Admin	\$ 737,225.20
Boy and Girls Club – Project Learn	\$ 40,000.00
CHEA – Adult Literacy Programs & Supportive Services	\$ 70,000.00
Flint Flames – Basketball Program	\$ 5,000.00
Flint PAL Corp, Inc – Youth Programming	\$ 20,000.00
Floyd McCree Theatre – Performing Arts Workshops for Youth	\$ 7,500.00
Legal Services of Eastern Michigan – Fair Housing Enforcement Initiative	\$ 17,000.00
Slyvester Broome Empowerment Village – After School and Summer Camp	\$ 7,500.00
Tapology, Inc – Youth Outreach Program	\$ 20,000.00
YMCA of Greater Flint – Safe Center	\$ 20,000.00
Total Public Services	\$ 207,000.00
Best Practices Consulting Services – Flint Small Business Initiative	\$ 65,000.00
COF B&C Services – Corridor Improvement Coordinator	\$ 85,000.00
COF B&C Services – Commercial Façade Improvements	\$ 360,000.00



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

Ferris Wheel Innovation Center – 100k Ideas	\$ 26,994.00
Total Economic Development	\$ 536,994.00
COF Parks and Recreation – Brennan Senior Center Fire Alarm System	\$ 58,282.00
COF Park and Recreation – Mott Clubhouse Basement	\$ 57,950.00
COF Parks and Recreation – Park Improvements	\$ 147,919.80
COF Parks and Recreation – St John Park Improvements	\$ 259,863.00
Evergreen Community Dev Initiative – Phase 3 Construction	\$ 15,000.00
Urban Renaissance Center – Roof Improvement	\$ 65,043.00
Total Facilities Improvements	\$ 604,057.80
Genesee County Habitat for Humanity- Owner-Occupied Housing Repair	\$ 250,000.00
Genesee County Habitat for Humanity- Emergency Repair Program	\$ 350,000.00
Total Housing	\$ 600,000.00
COF Blight Division – Demolition	\$ 550,849.00
Ocean-Breeze Wellness Center, Inc – The Gardens at Clio	\$ 100,000.00
COF Blight Division – Code Enforcement	\$ 350,000.00
Total Blight Activities	\$ 1,000,849.00
TOTAL CDBG USES	\$ 3,686,126.00
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)	
City of Flint- HOME Admin (10% Cap)	\$ 66,233.80
Communities First, Inc. Orchard Manor	\$ 596,104.20
TOTAL HOME USES	\$ 662,338.00
EMERGENCY SOLUTIONS GRANT (ESG)	
Administration (ESG)	\$ 26,495.78
Shelter of Flint – Family Emergency Shelter – Shelter	\$ 71,966.20
Genesee County Youth Corp – REACH - Shelter	\$ 35,000.00
YWCA- SAFE House – Shelter	\$ 35,000.00
Total– Shelter Operations	\$ 211,966.20
Catholic Charities - Homelessness Prevention	\$ 35,000.00
TOTAL Homelessness Prevention	\$ 35,000.00
Catholic Charities – Rapid Rehousing	\$ 35,000.00
Total Rapid Rehousing	\$ 35,000.00
TOTAL ESG USES	\$ 353,277.00



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

IT IS RESOLVED, that City Officials approve the funding amounts and projects and authorize entering into contracts for the agencies listed below for the City's FY 2024-25 Community Development Block Grant program in the estimated amount of \$3,686,126.00 FY 2024-25, HOME Investment Partnerships program in the estimated amount of \$662,338.00, and FY 2024-25 Emergency Solutions Grant program in the estimated amount of \$353,277.00, and include any program income which might become available as a result of receipt of these funds.

IT IS RESOLVED, that funds in an estimated amount program income received from loan repayments and other eligible activities, shall be made available for use as part of the FY 2024-25 Community Development Block Grant program and the budget amended as received;

FURTHER RESOLVED, that all sub recipient agencies shall conform to the standards and bidding procedures maintained by the City of Flint and such bid processes shall be approved as to form by the Chief Legal Officer of the City of Flint. Sub recipients may not obligate any funds, incur any costs, nor implement any physical activities until the Division of Community and Economic Development has completed the Environmental Review Record and/or received a release of funds from the U.S. Department of HUD and has issued a written notice to proceed to the subrecipient.

FURTHER RESOLVED, following notification that HUD has approved the 2024-25 Annual Action Plan through execution of a Grant Agreement with the City of Flint, the appropriate City Officials are authorized to do all things necessary to enter into sub-grantee agreements with the various agencies listed above.

FURTHER RESOLVED, that the appropriate officials are hereby authorized to do all things necessary to set up the appropriate accounts in the 279 Fund;



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

Account Name	Account Number	Grant Code	Amount
COF Business and Community Services	279-737.000-522.748	FHUD-CDBG25	\$ 737,225.20
COF Business and Community Services	279-737.000-963.000	FHUD-CDBG25	\$ 737,225.20
COF Blight - Code Enforcement	279-737.140-522.748	FHUD-CDBG25	\$ 350,000.00
COF Blight - Code Enforcement	279-737.140-963.000	FHUD-CDBG25	\$ 350,000.00
COF Blight - Demolition	279-737.150-522.748	FHUD-CDBG25	\$ 550,849.00
COF Blight - Demolition	279-737.150-805.076	FHUD-CDBG25	\$ 550,849.00
Ocean-Breeze Wellness Center, Inc - The Gardens at Clio Demolition	279-737.458-522.748	FHUD-CDBG25	\$ 100,000.00
Ocean-Breeze Wellness Center, Inc - The Gardens at Clio Demolition	279-737.458-805.076	FHUD-CDBG25	\$ 100,000.00
Best Practices Consulting Services -Flint Small Business Initiative	279-737.411-522.748	FHUD-CDBG25	\$ 65,000.00
Best Practices Consulting Services -Flint Small Business Initiative	279-737.411-805.429	FHUD-CDBG25	\$ 65,000.00
Ferris Wheel Innovation Center - 100k Ideas Startup Hub	279-737.467-522.748	FHUD-CDBG25	\$ 26,994.00
Ferris Wheel Innovation Center - 100k Ideas Startup Hub	279-737.467-805.428	FHUD-CDBG25	\$ 26,994.00
COF BCS -Corridor Improvement Coordinator	279-737.201-522.748	FHUD-CDBG25	\$ 85,000.00
COF BCS -Corridor Improvement Coordinator	279-737.201-805.331	FHUD-CDBG25	\$ 85,000.00
COF BCS -Commercial Facade Improvements	279-737.201-522.748	FHUD-CDBG25	\$ 360,000.00
COF BCS -Commercial Facade Improvements	279-737.201-805.331	FHUD-CDBG25	\$ 360,000.00
COF Parks and Recreation - Brennan Senior Center Fire Alarm System	279-737.154-522.748	FHUD-CDBG25	\$ 58,282.00
COF Parks and Recreation - Brennan Senior Center Fire Alarm System	279-737.154-805.052	FHUD-CDBG25	\$ 58,282.00
COF Parks and Recreation -Mott Park Clubhouse	279-737.214-522.748	FHUD-CDBG25	\$ 57,950.00
COF Parks and Recreation -Mott Park Clubhouse	279-737.214-805.057	FHUD-CDBG25	\$ 57,950.00
COF Parks and Recreation -Park Improvements	279-737.214-522.748	FHUD-CDBG25	\$ 147,919.80
COF Parks and Recreation -Park Improvements	279-737.214-805.057	FHUD-CDBG25	\$ 147,919.80
COF Parks and Recreation -St. John Park Improvements	279-737.214-522.748	FHUD-CDBG25	\$ 259,863.00
COF Parks and Recreation -St. John Park Improvements	279-737.214-805.057	FHUD-CDBG25	\$ 259,863.00
Evergreen Community Dev Initiative - Phase 3 Constr.	279-737.291-522.748	FHUD-CDBG25	\$ 15,000.00
Evergreen Community Dev Initiative - Phase 3 Constr.	279-737.291-805.056	FHUD-CDBG25	\$ 15,000.00
Urban Renaissance Center -Roof Improvement	279-737.571-522.748	FHUD-CDBG25	\$ 65,043.00
Urban Renaissance Center -Roof Improvement	279-737.571-805.327	FHUD-CDBG25	\$ 65,043.00
Gen. Co. HFH -City-Wide Emergency Repair	279-737.502-522.748	FHUD-CDBG25	\$ 250,000.00
Gen. Co. HFH -City-Wide Emergency Repair	279-737.502-805.327	FHUD-CDBG25	\$ 250,000.00
Gen. Co. Habitat for Humanity - Owner-Occupied Repair	279-737.502-522.748	FHUD-CDBG25	\$ 350,000.00
Gen. Co. Habitat for Humanity - Owner-Occupied Repair	279-737.502-805.327	FHUD-CDBG25	\$ 350,000.00
Boys and Girls Club -Project Learn 2024	279-737.535-522.748	FHUD-CDBG25	\$ 40,000.00
Boys and Girls Club -Project Learn 2024	279-737.535-805.105	FHUD-CDBG25	\$ 40,000.00
CHEA -Adult Literacy Programs & Supportive Services	279-737.284-522.748	FHUD-CDBG25	\$ 70,000.00
CHEA -Adult Literacy Programs & Supportive Services	279-737.284-805.109	FHUD-CDBG25	\$ 70,000.00
Flint Flames Youth Org -Basketball Program	279-737.329-522.748	FHUD-CDBG25	\$ 5,000.00
Flint Flames Youth Org -Basketball Program	279-737.329-805.105	FHUD-CDBG25	\$ 5,000.00
Flint PAL Corp, Inc -Youth Programming	279-737.513-522.748	FHUD-CDBG25	\$ 20,000.00
Flint PAL Corp, Inc -Youth Programming	279-737.513-805.105	FHUD-CDBG25	\$ 20,000.00



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

Floyd McCree Theatre -Perfor. Arts Workshops for Youth	279-737.429-522.748	FHUD-CDBG25	\$ 7,500.00
Floyd McCree Theatre -Perfor. Arts Workshops for Youth	279-737.429-805.105	FHUD-CDBG25	\$ 7,500.00
LSEM-Fair Housing Enforcement Initiative	279-737.422-522.748	FHUD-CDBG25	\$ 17,000.00
LSEM-Fair Housing Enforcement Initiative	279-737.422-805.111	FHUD-CDBG25	\$ 17,000.00
SBEV-After School and Summer Camp Youth Program	279-737.499-522.748	FHUD-CDBG25	\$ 7,500.00
SBEV-After School and Summer Camp Youth Program	279-737.499-805.105	FHUD-CDBG25	\$ 7,500.00
Tapology, Inc -Youth Outreach Program	279-737.514-522.748	FHUD-CDBG25	\$ 20,000.00
Tapology, Inc -Youth Outreach Program	279-737.514-805.105	FHUD-CDBG25	\$ 20,000.00
YWCA of Greater Flint -Safe Center	279-737.530-522.748	FHUD-CDBG25	\$ 20,000.00
YWCA of Greater Flint -Safe Center	279-737.530-805.101	FHUD-CDBG25	\$ 20,000.00
COF HOME - Administration	279-735.000-530.000	FHUD-HOME25	\$ 66,233.80
COF HOME - Administration	279-735.000-963.000	FHUD-HOME25	\$ 66,233.80
Communities First, Inc. -Orchard Manor CHDO	279-735.275-530.000	FHUD-HOME25	\$ 596,104.20
Communities First, Inc. -Orchard Manor CHDO	279-735.275-805.276	FHUD-HOME25	\$ 596,104.20
COF ESG Administration	279-733.000-531.000	FHUD-ESG25	\$ 26,495.78
COF ESG Administration	279-733.000-963.000	FHUD-ESG25	\$ 26,495.78
GCYC -REACH/Shelter	279-733.390-531.000	FHUD-ESG25	\$ 35,000.00
GCYC -REACH/Shelter	279-733.390-805.105	FHUD-ESG25	\$ 35,000.00
My Brother's Keeper -In Safe Hands/Shelter	279-733.450-531.000	FHUD-ESG25	\$ 35,000.00
My Brother's Keeper -In Safe Hands/Shelter	279-733.450-805.101	FHUD-ESG25	\$ 35,000.00
Shelter of Flint -Family Emergency Shelter/Shelter	279-733.482-531.000	FHUD-ESG25	\$ 71,966.20
Shelter of Flint -Family Emergency Shelter/Shelter	279-733.482-805.101	FHUD-ESG25	\$ 71,966.20
YWCA -SafeHouse/Shelter	279-733.530-531.000	FHUD-ESG25	\$ 35,000.00
YWCA -SafeHouse/Shelter	279-733.530-805.101	FHUD-ESG25	\$ 35,000.00
GCYC -Street Outreach	279-733.390-531.000	FHUD-ESG25	\$ 35,000.00
GCYC -Street Outreach	279-733.390-805.105	FHUD-ESG25	\$ 35,000.00
Catholic Charities -One-Stop Housing / Homelessness Prevention	279-733.301-531.000	FHUD-ESG25	\$ 35,000.00
Catholic Charities -One-Stop Housing / Homelessness Prevention	279-733.301-805.101	FHUD-ESG25	\$ 35,000.00
Catholic Charities-One-Stop Housing / Rapid Re-Housing	279-733.301-531.000	FHUD-ESG25	\$ 35,000.00
Catholic Charities-One-Stop Housing / Rapid Re-Housing	279-733.301-805.101	FHUD-ESG25	\$ 35,000.00
TBD	279-733.101-531.000	FHUD-ESG25	\$ 44,815.02
TBD	279-733.101-963.000	FHUD-ESG25	\$ 44,815.02



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____


FURTHER RESOLVED, that the appropriate city officials are hereby authorized to do all things necessary to move remaining unspent and available CDBG, HOME and ESG funds to fiscal year 2024.

APPROVED AS TO FORM:


William Kim (Jun 10, 2024 15:28 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCES:


Phillip Moore (Jun 10, 2024 15:08 EDT)

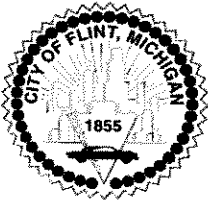
**Phillip Moore, Chief
Financial Officer**

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0214
CLYDE D EDWARDS / A0214 (Jun 10, 2024 16:26 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 5-38-24

BID/PROPOSAL# 24-25 Annual Action Plan Request for Proposals

AGENDA ITEM TITLE: 2024-2025 Annual Action Plan Proposed Uses and Funding Recommendations

PREPARED BY: Ashly Harris, Deputy Director Community Services, Business and Community Services

Contact: aharris@cityofflint.com (810)766-7426 ext 3002

VENDOR NAME: Various Agencies

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint will receive Title I Community Development Block Grant (CDBG) entitlement funds in the amount of \$3,686,126.00, HOME Investment Partnerships (HOME) entitlement funds in the amount of \$662,338.00, and Emergency Solutions Grant (ESG) in the amount of \$353,277.00 for federal fiscal year 2024-25, covering the period of July 1, 2024, through June 30, 2025, as well as any subsequent years that HUD continues to make any balances available to the City; pursuant to submission of an application to the U.S. Department of Housing and Urban Development (HUD).

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

N/A

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

Adopting this resolution will fund various activities and programs in the city of Flint, including park and facility improvements, blight remediation, housing rehabilitation, homelessness prevention, and new housing development.

FINANCIAL IMPLICATIONS:

The U.S. Department of Housing and Urban Development requires the City of Flint to submit an Annual Action Plan as a component of its Consolidated Plan to release funding. This plan includes the annual Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) application.



CITY OF FLINT STAFF REVIEW FORM

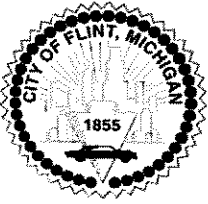
BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Account Name	Account Number	Grant Code	Amount
COF Business and Community Services	279-737.000-522.748	FHUD-CDBG25	\$ 737,225.20
COF Business and Community Services	279-737.000-963.000	FHUD-CDBG25	\$ 737,225.20
COF Blight - Code Enforcement	279-737.140-522.748	FHUD-CDBG25	\$ 350,000.00
COF Blight - Code Enforcement	279-737.140-963.000	FHUD-CDBG25	\$ 350,000.00
COF Blight - Demolition	279-737.150-522.748	FHUD-CDBG25	\$ 550,849.00
COF Blight - Demolition	279-737.150-805.076	FHUD-CDBG25	\$ 550,849.00
Ocean-Breeze Wellness Center, Inc - The Gardens at Clio Demolition	279-737.458-522.748	FHUD-CDBG25	\$ 100,000.00
Ocean-Breeze Wellness Center, Inc - The Gardens at Clio Demolition	279-737.458-805.076	FHUD-CDBG25	\$ 100,000.00
Best Practices Consulting Services - Flint Small Business Initiative	279-737.411-522.748	FHUD-CDBG25	\$ 65,000.00
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Ferris Wheel Innovation Center - 100k Ideas Startup Hub	279-737.467-805.428	FHUD-CDBG25	\$ 26,994.00
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COF BCS - Corridor Improvement Coordinator	279-737.201-805.331	FHUD-CDBG25	\$ 85,000.00
COF BCS - Commercial Facade Improvements	279-737.201-522.748	FHUD-CDBG25	\$ 360,000.00
COF BCS - Commercial Facade Improvements	279-737.201-805.331	FHUD-CDBG25	\$ 360,000.00
COF Parks and Recreation - Brennan Senior Center Fire Alarm System	279-737.154-522.748	FHUD-CDBG25	\$ 58,282.00
COF Parks and Recreation - Brennan Senior Center Fire Alarm System	279-737.154-805.052	FHUD-CDBG25	\$ 58,282.00
COF Parks and Recreation - Mott Park Clubhouse	279-737.214-522.748	FHUD-CDBG25	\$ 57,950.00
COF Parks and Recreation - Mott Park Clubhouse	279-737.214-805.057	FHUD-CDBG25	\$ 57,950.00
COF Parks and Recreation - Park Improvements	279-737.214-522.748	FHUD-CDBG25	\$ 147,919.80
COF Parks and Recreation - Park Improvements	279-737.214-805.057	FHUD-CDBG25	\$ 147,919.80
COF Parks and Recreation - St. John Park Improvements	279-737.214-522.748	FHUD-CDBG25	\$ 259,863.00
COF Parks and Recreation - St. John Park Improvements	279-737.214-805.057	FHUD-CDBG25	\$ 259,863.00
Evergreen Community Dev Initiative - Phase 3 Constr.	279-737.291-522.748	FHUD-CDBG25	\$ 15,000.00
Evergreen Community Dev Initiative - Phase 3 Constr.	279-737.291-805.056	FHUD-CDBG25	\$ 15,000.00
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Urban Renaissance Center - Roof Improvement	279-737.571-805.327	FHUD-CDBG25	\$ 65,043.00
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Gen. Co. HFH - City-Wide Emergency Repair	279-737.502-805.327	FHUD-CDBG25	\$ 250,000.00
Gen. Co. Habitat for Humanity - Owner-Occupied Repair	279-737.502-522.748	FHUD-CDBG25	\$ 350,000.00
Gen. Co. Habitat for Humanity - Owner-Occupied Repair	279-737.502-805.327	FHUD-CDBG25	\$ 350,000.00
Boys and Girls Club - Project Learn 2024	279-737.535-522.748	FHUD-CDBG25	\$ 40,000.00
Boys and Girls Club - Project Learn 2024	279-737.535-805.105	FHUD-CDBG25	\$ 40,000.00
CHEA - Adult Literacy Programs & Supportive Services	279-737.284-522.748	FHUD-CDBG25	\$ 70,000.00
CHEA - Adult Literacy Programs & Supportive Services	279-737.284-805.109	FHUD-CDBG25	\$ 70,000.00
Flint Flames Youth Org - Basketball Program	279-737.329-522.748	FHUD-CDBG25	\$ 5,000.00
Flint Flames Youth Org - Basketball Program	279-737.329-805.105	FHUD-CDBG25	\$ 5,000.00
Flint PAL Corp, Inc - Youth Programming	279-737.513-522.748	FHUD-CDBG25	\$ 20,000.00
Flint PAL Corp, Inc - Youth Programming	279-737.513-805.105	FHUD-CDBG25	\$ 20,000.00



CITY OF FLINT STAFF REVIEW FORM

Floyd McCree Theatre -Perfor. Arts Workshops for Youth	279-737.429-522.748	FHUD-CDBG25	\$ 7,500.00
Floyd McCree Theatre -Perfor. Arts Workshops for Youth	279-737.429-805.105	FHUD-CDBG25	\$ 7,500.00
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LSEM-Fair Housing Enforcement Initiative	279-737.422-805.111	FHUD-CDBG25	\$ 17,000.00
SBEV-After School and Summer Camp Youth Program	279-737.499-522.748	FHUD-CDBG25	\$ 7,500.00
SBEV-After School and Summer Camp Youth Program	279-737.499-805.105	FHUD-CDBG25	\$ 7,500.00
Tapology, Inc -Youth Outreach Program	279-737.514-522.748	FHUD-CDBG25	\$ 20,000.00
Tapology, Inc -Youth Outreach Program	279-737.514-805.105	FHUD-CDBG25	\$ 20,000.00
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YWCA of Greater Flint -Safe Center	279-737.530-805.101	FHUD-CDBG25	\$ 20,000.00
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COF HOME - Administration	279-735.000-963.000	FHUD-HOME25	\$ 66,233.80
Communities First, Inc. -Orchard Manor CHDO	279-735.275-530.000	FHUD-HOME25	\$ 596,104.20
Communities First, Inc. -Orchard Manor CHDO	279-735.275-805.276	FHUD-HOME25	\$ 596,104.20
COF ESG Administration	279-733.000-531.000	FHUD-ESG25	\$ 26,495.78
COF ESG Administration	279-733.000-963.000	FHUD-ESG25	\$ 26,495.78
GCCY -REACH/Shelter	279-733.390-531.000	FHUD-ESG25	\$ 35,000.00
GCCY -REACH/Shelter	279-733.390-805.105	FHUD-ESG25	\$ 35,000.00
My Brother's Keeper -In Safe Hands/Shelter	279-733.450-531.000	FHUD-ESG25	\$ 35,000.00
My Brother's Keeper -In Safe Hands/Shelter	279-733.450-805.101	FHUD-ESG25	\$ 35,000.00
Shelter of Flint -Family Emergency Shelter/Shelter	279-733.482-531.000	FHUD-ESG25	\$ 71,966.20
Shelter of Flint -Family Emergency Shelter/Shelter	279-733.482-805.101	FHUD-ESG25	\$ 71,966.20
YWCA -SafeHouse/Shelter	279-733.530-531.000	FHUD-ESG25	\$ 35,000.00
YWCA-SafeHouse/Shelter	279-733.530-805.101	FHUD-ESG25	\$ 35,000.00
GCCY -Street Outreach	279-733.390-531.000	FHUD-ESG25	\$ 35,000.00
GCCY -Street Outreach	279-733.390-805.105	FHUD-ESG25	\$ 35,000.00
Catholic Charities -One-Stop Housing / Homelessness Prevention	279-733.301-531.000	FHUD-ESG25	\$ 35,000.00
Catholic Charities -One-Stop Housing / Homelessness Prevention	279-733.301-805.101	FHUD-ESG25	\$ 35,000.00
Catholic Charities-One-Stop Housing / Rapid Re-Housing	279-733.301-531.000	FHUD-ESG25	\$ 35,000.00
Catholic Charities-One-Stop Housing / Rapid Re-Housing	279-733.301-805.101	FHUD-ESG25	\$ 35,000.00
TBD	279-733.101-531.000	FHUD-ESG25	\$ 44,815.02
TBD	279-733.101-963.000	FHUD-ESG25	\$ 44,815.02



CITY OF FLINT STAFF REVIEW FORM

PRE-ENCUMBERED? YES NO REQUISITION NO: accts not created

ACCOUNTING APPROVAL: Carissa Dotson Date: 06/10/2024
Carissa Dotson (Jun 10, 2024 14:29 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Jun 10, 2024 14:30 EDT)
(Emily Doerr, Director Business and Community Services)

240247



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION AUTHORIZING SALE OF 1710 W. HOME AVENUE

The City of Flint owns residential real estate located at 46-26-326-012, commonly known as 1710 W. Home Avenue [Legal Description: BEL-AIRE WOODS ESTATES LOT 27] and was acquired from the Genesee County Treasurer in 2017 as a tax foreclosure.

The last private owner(s), Derrick and Andrea Jordan, have offered to purchase this property for the sum of \$4,329.21 on an AS-IS basis, with the City to convey the property by quitclaim deed, and the buyer(s) to pay any closing or recording fees.

IT IS RESOLVED that the appropriate City Officials are authorized to do all things necessary to enter into and complete the sale of property commonly known as 1710 W. Home Avenue [Legal Description: BEL-AIRE WOODS ESTATES LOT 27] for the cost of \$4,329.21 and convey the property by quitclaim deed to Derrick and Andrea Jordan. Revenue realized from the sale of this property shall be deposited into the general fund.

IT IS FURTHER RESOLVED, that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

For the City

For City Council

CLYDE D EDWARDS / A0216
CLYDE D EDWARDS / A0216 (Jun 10, 2024 16:17 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

William Kim
William Kim (Jun 10, 2024 15:24 EDT)

Phillip Moore
Phillip Moore (Jun 10, 2024 15:03 EDT)

William Kim, City Attorney

Phillip Moore, Chief Financial Officer



RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: June 5, 2024

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING SALE OF 1710 W. HOME AVE

PREPARED BY: Emily Doerr, Director, Business and Community Services

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Flint City Council chose to move ownership of this foreclosed property from the County Treasurer to the City of Flint (instead of the Genesee County Land Bank). The previous owners of record, Derrick and Andrea Jordan, have remained living in the house and now the City of Flint would like to sell the house to them for the back taxes owed at the time of foreclosure (\$3,573.34) plus the outstanding water balance (\$755.87) on the property for a total of \$4,329.21 to be paid in the form of a cashier's check or money order at closing. The transaction will occur via Quit Claim Deed.

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

N/A

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

This sale will remove this property from City ownership (and thus liability) to the previous owners of record who purchased the property in 2002 and due to financial hardship, lost the property to tax foreclosure. However they have remained in the house and continued to maintain it.

FINANCIAL IMPLICATIONS:

Revenue realized from the sale of this property shall be deposited into the general fund.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
B&CS	Revenue/Sale-City Land	101-701.000-673.100	DNA	\$4,329.21
FY24 GRAND TOTAL				\$4,329.21

PRE-ENCUMBERED? YES NO REQUISITION NO: Not applicable

ACCOUNTING APPROVAL: Carissa Dotson Date: 06/10/2024
Carissa Dotson (Jun 10, 2024 14:53 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

Emily Doerr

Emily Doerr (Jun 10, 2024 14:50 EDT)

Emily Doerr, Director, Business and Community Services

240248



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION AUTHORIZING DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES TO ENTER INTO AGREEMENT WITH LANG CONSTRUCTION TO COMPLETE THE CRONIN DERBY DOWNS SITE ENHANCEMENT PROJECT

BY THE MAYOR:

WHEREAS, Resolution 240121 adopted 4-8-24 authorized the reallocation of CDBG-CV funds to Business and Community Services to complete the Cronin Derby Downs development project located behind Flint Southwestern High School along (1-69) in the 8th Ward.

WHEREAS, The City of Flint Purchases and Supplies solicited proposals for completing the designing and building of the Cronin Derby Downs. Lang Construction was awarded the most qualified bidder for this solicitation.; and

WHEREAS, The project will be completed by Lang Construction which submitted a bid. The administration is requesting \$736,122 to complete the project ; and


WHEREAS, Lang Construction will be constructing a new race track, load and unload areas, and a gravel drive/parking lot; and

The funds will come from the following account(s)

Dept.	Name of Account	Account #	Grant code	Amount
BSC	FHUD-CDBGCA	282-737.214-805.057	FHUD-CDBGCA	\$615,375.00
BSC	FAEC	296-737.310.963.000	OFAEC-2021	\$120,747.00


IT IS RESOLVED that the appropriate City officials, upon City Council's approval are hereby authorized to do all things necessary to enter into a contract with Lang Contruction, Inc in the amount \$736,122.00 to complete the Cronin Derby Downs Development project.

APPROVED AS TO FINANCE:


Phillip Moore (Jun 10, 2024 15:08 EDT)

Phillip Moore
Deputy Finance Director

APPROVED AS TO FORM:


William Kim (Jun 10, 2024 15:28 EDT)

William Kim
Chief Legal Officer

ADMINISTRATION:


CLYDE D EDWARDS / A0218 (Jun 10, 2024 16:30 EDT)

Clyde Edwards
City Administrator

CITY COUNCIL:

Ladel Lewis
City Council President



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 05/29/2024

BID/PROPOSAL# 24000543

AGENDA ITEM TITLE: Resolution Authorizing the Department of Business and Community Services to enter into an agreement with Lang Construction, LLC to complete the improvements to Cronin Derby Downs

PREPARED BY: Gavin Bodnar, Planner II, Planning and Development Dept. 810.766.7426

VENDOR NAME: Lang Construction, Inc

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Scope of the work is to make improvements to former Cronin Derby Downs site by upgrading and replacing the race track, adding a new gravel parking lot, adding a new drive, and enhancing the surround facilities.

Following the completion of our procurement process, Lang Construction, Inc has emerged as the lowest and most qualified bidder for the Cronin Derby Downs improvements. Their proposal aligns with our objectives and demonstrates a clear understanding of the project's importance to the Flint Community.

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

Resolution# 240121 Authorized \$625,000 of CDBGCA funds to Cronin Derby Downs project
Contract#24-034 is the overarching CDBG contract to fund the requested contract.
Resolution #210612 authorized the usage of remaining FAEC funds for programs and activities to benefit residents and businesses. The Cronin Derby project is a qualifying activity.

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

Completing the Cronin Derby Downs project will create a valuable community asset that promotes outdoor recreation, youth engagement, and neighborhood revitalization. The Flint Soap Box Derby will continue yearly programing at this site for Flint residents and youth.



CITY OF FLINT STAFF REVIEW FORM

FINANCIAL IMPLICATIONS:

CDBG-CV Funds expire August 2027.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
BSC	CDBG -CV	282-737.214-805.057	FHUD-CDBGC A	\$615,375.00
BCS	FAEC	296-737.310-963.000	OFAEC-2021	\$120,747.00
FY24 GRAND TOTAL				\$736,122.00

PRE-ENCUMBERED? YES NO REQUISITION NO: #240008655

ACCOUNTING APPROVAL: Carissa Dotson Date: 06/10/2024
Carissa Dotson (Jun 10, 2024 14:28 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$736,122.00

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Jun 10, 2024 14:30 EDT)
(Emily Doerr, Director Business and Community Services)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
Cronin Derby Downs Track Reconstruction
Proposal #24000543
Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the period 7/1/24 – 6/30/25

Bidder #1: Lang Construction, Inc.
Flint, MI

NTE Amount	\$736,077.00
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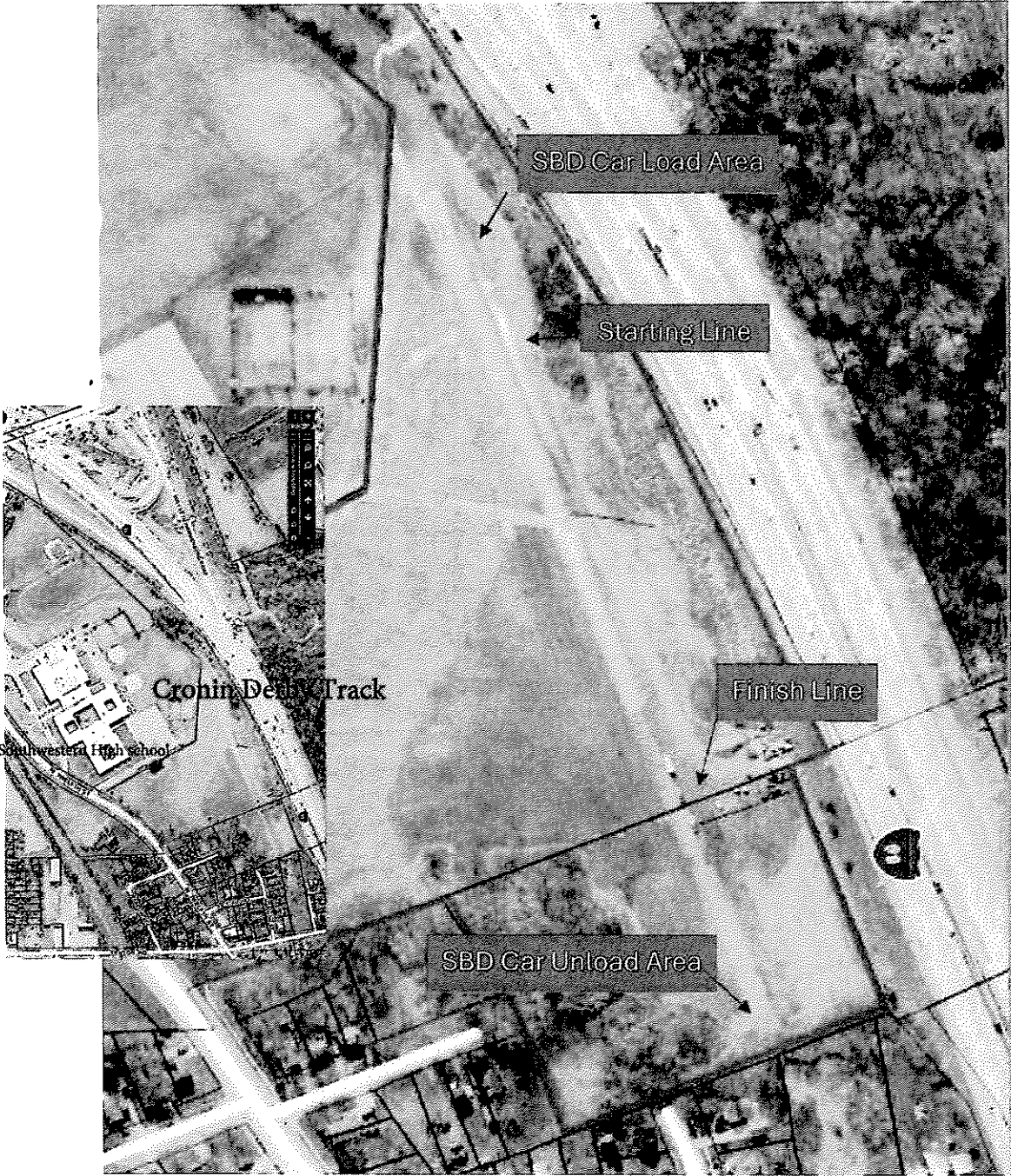
Bidder #2: Chippewa Asphalt Paving
Clio, MI

Total Cost of Project	\$840,620.00
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A SPECIAL NOTE FROM THE PURCHASING DIVISION

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

Flint Racing Soap Box Derby Track



Budget Cost Detail
Provide pricing below:

Design

Design and Engineering Lump Sum \$ 35,000

Construction

Construction General Conditions Lump Sum \$ 44,822

Includes supervision, permits, quality control, temporary facilities, temporary utilities, temporary protection, construction equipment, safety, daily cleanup and final clean, dumpsters, start up and close out costs, site and building testing, performance, and payment bonds.

Insurance Lump Sum \$ N/A

General liability and builder's risk insurance

Construction

Racetrack Lump Sum \$ 400,000

Gravel Pathway to track Lump Sum \$ N/A

Load/Unload Areas Lump Sum \$ 8,000

Gravel Parking Lot Lump Sum \$ 200,000

Construction Contingency (eGordian 7%) ~~-10-~~ % Lump Sum \$ 48,300

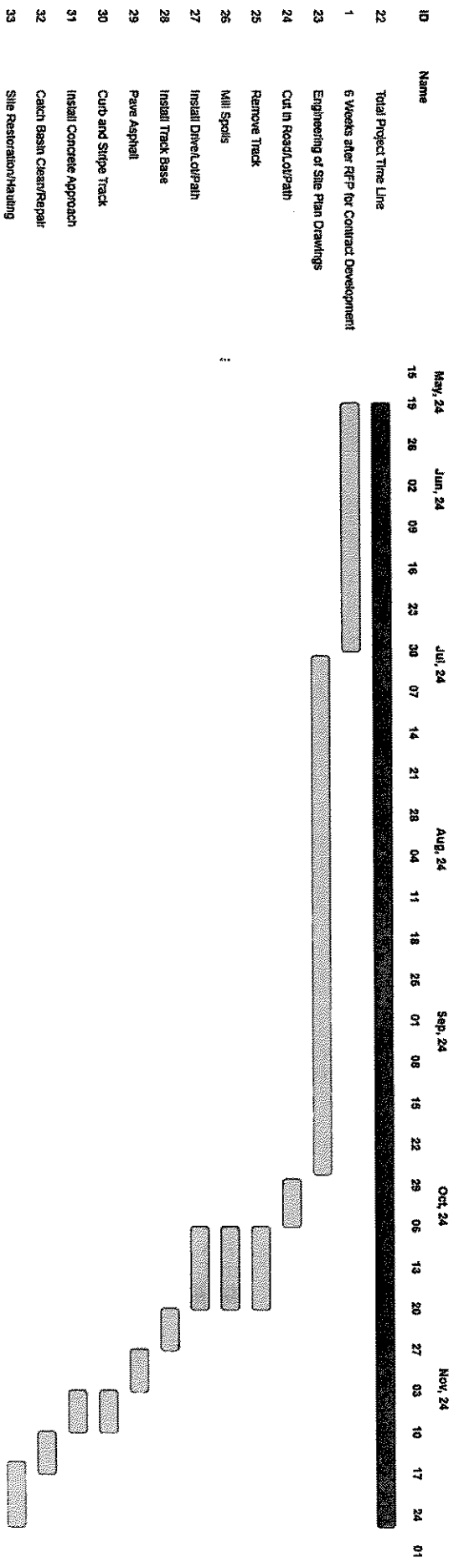
Other _____ Lump Sum \$ _____

Other _____ Lump Sum \$ _____

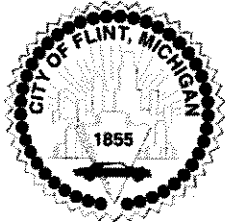
Total Cost of Project ~~\$ 736,077~~ \$ 736,122

Add Alternate: Installation of electric start gate release Lump Sum = \$ N/A

UNIT PRICING		
ITEM	UNIT	UNIT PRICE
21AA Limestone	CY	\$75/cy
Asphalt	SF	\$9.00/sf



240249



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

MIDEAL #071B7700090

BY THE CITY ADMINISTRATOR:

RESOLUTION TO AIS CONSTRUCTION EQUIPMENT & CONTRACTORS FOR THE PURCHASE OF A NEW JOHN DEERE BACKHOE/LOADER FOR THE WATER SERVICE CENTER

WHEREAS, The City of Flint Water Service Center, Water Division, solicited a quote from AIS Construction Equipment & Contractors utilizing their MIDEAL (State of Michigan) Contract #071B7700090 for the purchase of a new 2024 John Deere 410P Backhoe/Loader. The quote includes the trade in of (2) current backhoes that reside in the WSC, that have fully depreciated in value according to our asset records.

WHEREAS, The backhoe/loader will be utilized as the replacement of the 2 older units, which will aid in the productivity of watermain and water service repair work. This will also decrease the current costs in repairs and maintenance since the existing units are nearing 20 years old.

The funding will come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
591-540.100-977.000	EQUIPMENT	\$146,373.00
	FY24 GRAND TOTAL	\$146,373.00

IT IS RESOLVED, That the Division of Purchases & Supplies is hereby authorized to allow the trade in of (2) WSC operated backhoes, and issue a Purchase Order to AIS Construction Equipment & Contractors for the Purchase of a new John Deere backhoe/loader (discounted purchase price minus trade-in value of current units) in an amount not to exceed \$146,373.00 for FY24 (07/01/23-06/30/24).

APPROVED AS TO FORM:

William Kim
William Kim (Jun 12, 2024 07:24 EDT)
William Kim, City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Jun 11, 2024 12:36 EDT)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0222
CLYDE D EDWARDS / A0222 (Jun 12, 2024 10:04 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 06/05/24

BID/PROPOSAL#

AGENDA ITEM TITLE: New John Deere 410P Backhoe Loader

PREPARED BY: Cheri Priest, WSC for Paul Simpson

VENDOR NAME: AIS Construction Equipment & Contractors

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Water Department is requesting the purchase of a new John Deere 410P Backhoe/Loader which will replace backhoe vehicles 7437 & 7438, both 2007 models. This particular backhoe is currently in stock And ready to ship. See attached price quote and equipment specifications, including trade in information. This will be purchased under the current MiDeal State Contract #071B7700090

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

None

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

The new backhoe will allow for increased productivity for water main and water service repair work. The 2 2007 models being replaced require increased repair and maintenance costs due to their age, which also increases vehicle downtime.



CITY OF FLINT STAFF REVIEW FORM

FINANCIAL IMPLICATIONS:

None

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
2493	Equipment	591-540.100-977.000	N/A	\$146,373.00
FY24 GRAND TOTAL				\$146,373.00

PRE-ENCUMBERED? YES NO REQUISITION NO: 24-00008644

ACCOUNTING APPROVAL: Cheri Priest Date: 06/06/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Paul Simpson
Paul Simpson (Jun 6, 2024 14:24 EDT)
Paul Simpson, Water Distribution Supervisor

410 P-tier Backhoe Loader

410 P-tier Standard Equipment

ENGINE:

John Deere PowerTech™ EWL 4.5L turbocharged 4-cylinder engine
Serpentine belt with automatic belt tensioner Vertical spin-on engine oil filter
Primary and secondary spin-on fuel filter with water separator
Dual safety element dry-type air cleaner with evacuator valve
Vertical curved exhaust stack

COOLING SYSTEM:

Engine radiator
Engine coolant -40 degrees F
Coolant recovery tank with low level indicator
Cooling fan with fan guard
Oil-to-water engine oil cooler
Oil to air hydraulic oil cooler
Oil to water transmission oil cooler
Fold-out hinged cooling system
High ambient temperature engine coolant

POWERTRAIN:

Powershift transmission with torque converter
Auto-shift feature (on/off)
Vertical spin-on transmission filter
Single electric transmission control lever
(forward/neutral/reverse) with integrated gear selection & horn
Electronic transmission controller with on-board diagnostics
Rigid mounted rear axle with 4-planet final drive
Differential lock, foot switch activated, protection on/off
Mechanical limited slip front wheel drive hydrostatic power steering with emergency manual mode power-assisted hydraulic service brakes inboard, wet disc, self-adjusting and self-equalizing (conforms to ISO 3450)
Power-assisted hydraulic service brakes inboard, wet disc, self-adjusting and self-equalizing (conforms to ISO 3450) Parking/emergency brake: independent of service brakes (conforms to ISO 3450) spring applied, hydraulically released, wet multi-disc



GRAND RAPIDS
600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

SAGINAW
4600 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0090

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

LANSING
3600 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

RICHMOND
85809 Gratiot Avenue
Lenox, MI 48050
Telephone: (586) 727-7502

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

May 29, 2024

Mr. Paul Simpson
City of Flint Water Department
3310 E Court St.
Flint MI 48506

Re: State of Michigan MiDeal Pricing for a New John Deere 410P Backhoe Loader

Dear Mr. Simpson,

AIS Construction Equipment Corp. is pleased to provide you with the following pricing for a New John Deere 410P Backhoe Loader. The pricing shown is the current MiDeal State Contract # 071B7700090 pricing and as such will be firm the manufacturer list price changes.

Pricing:

New Factory New John Deere 410P Backhoe Loader s/n 1T0410PAAPFX04420 as shown on the attached order sheet:

List Price:	\$234,440.00
Less State Contract 39% Discount:	<u>-\$91,432.00</u>
Net Machine Price:	\$143,008.00
PDI:	\$1,430.00
Delivery:	\$600.00
AIS Supplied Items:	\$34,335.00
Stabilizer Cylinder Guards, Rubber Bumper for Grille Frame, MFWD Wheel Fender Kit, Selective Control Valve, Hand-Held Hydraulics, Coupler, Multi-Brand Universal Backhoe, 24" Top Hook Heavy Duty Bucket with Teeth, Auxiliary Loader Control Valve w/3 Function Hydraulics, 92" Multi Purpose Front Bucket, Fire Extinguisher & bracket, Roof Mounted Beacon & wiring	
Total Price*:	<u>\$179,373.00</u>
Less Trade-in of 410J #7438 - s/n T0410JX167703:	-\$15,000.00
Less Trade-in of 410J #7437 - s/n T0410JX167695:	<u>-\$18,000.00</u>
Net Price:	\$146,373.00

*Pricing does not include State Sales or Federal Excise Taxes.

Please let me know if you have any questions or need any additional information. We look forward to continuing to assist you with your heavy construction equipment needs.

Sincerely

Greg Doyal

Governmental Sales Manager

HYDRAULICS:

- 43 GPM axial piston pump - PCLS system
- Dedicated hydraulic reservoir
- 4 micron vertical spin-on filter
- "O" ring face seal connectors
- Circuit relief valve protection
- Economy mode
- Auto idle
- Lift mode provides up to 15% additional craning capacity

BACKHOE:

- 15 ft. 11 in. digging depth
- (extendible dipperstick, retracted) Backhoe transport lock lever
- Swing locking pin stored in op. station Pilot controls, two lever with pattern selection
- Reversible pad stabilizer feet with integrated lock stabilizer two-direction anti-drift valves
- Less bucket with bucket pins
- Backhoe boom includes mounting hole for optional boom protection plate.

LOADER:

- Return-to-dig feature
- Bucket level indicator
- Hydraulic self-leveling (anti-spill)
- Single lever control with electric clutch cut-off switch and momentary MFWD control
- Less bucket with bucket pins
- Loader boom service lock
- High-visibility loader arms

ELECTRICAL:

- 12 volt system
- 145 amp alternator
- (4) front driving/working, (4) rear working and (2) side docking halogen lights (32,500 candlepower each)
- (2) front and (2) rear turn signal/ flashing (2) rear stop and tail
- (2) rear reflectors
- Single battery with 350 minute reserve capacity and 1900 CCA
- Blade type multi-fused circuits
- By-pass start safety cover on starter Positive terminal battery cover

OPERATOR STATION:

- Modular-design ROPS/FOPS (level 2) canopy with molded roof (meets ISO 3471 and ISO 3449): isolation mounted
- Left and right side access
- Slip resistant steps and ergonomically located handholds (conforms to SAE J185) Seat, deluxe deep foam, vinyl cover, high back with adjustable:
- Suspension for weight/height
- Fore-aft
- Lumbar adjustment
- Flip-up arm rests
- 3 in. orange seat belt with retractor
- Tilt steering
- Fuel gauge
- Engine coolant temperature gauge Transmission oil temperature gauge

- Electric monitor system with audible and visual warning:
- Air cleaner restriction
- Low alternator voltage
- Engine coolant temperature
- Engine oil pressure & temperature
- Hydraulic filter restriction
- Low brake pressure
- Seat belt indicator
- Transmission oil temperature
- Fuel level
- Hourmeter / tachometer / voltmeter Machine diagnostics
- Sealed switch module
- Keyless start
- Machine security
- 12 volt outlets (1)
- Horn
- Interior rearview mirror
- Rotary hand throttle
- Suspended foot throttle
- Operator's manual storage compartment Integrated cup holder with form fitting rubber insert
- Lockable right hand storage
- Coat hook

OVERALL VEHICLE:

- (2) front and (2) rear built-in tie downs One-piece unitized construction mainframe Heavy duty front bumper
- Dent resistant rear fenders
- Vandal protection locking for:
- Engine hood
- Monitor
- Tool box
- Hydraulic reservoir
- 34 gal. fuel tank
- Reverse warning alarm
- 21L - 24 In. 12 PR (R4) tubeless rear 12.5/80 - 18 In. 10 PR traction front sure grip lug tires
- Ground level fueling
- Remote grease bank for front axle
- Tilt hood with (2) service positions
- JDLink Ultimate in approved countries

410 P-tier Backhoe Loader

26-Mar-2024

Code	Description	Qty	List Price(USD)
17E0T	410 P-tier Backhoe Loader	1	\$197,574.00

Option Codes

0202	United States	1	No Added Cost
0351	Translated Text Labels Vehicle labels translated to selected language with English labels. Includes labels for operator station, engine and backhoe controls options.	1	No Added Cost
0259	English English language for operator's manual and electronic content. Includes operator's manual and 4G OM packet.	1	No Added Cost
1003	Cab Isolation mounted modular design ROPS/ROPS level 2 (meets ISO 3449 & ISO 3471) molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mat. Less radio (cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions). Air conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 10 speed. Deluxe mechanical suspension, cloth, swivel seat with lumbar adjustment and arm rests, fully adjustable. Keyless start. 3 inch orange seat belt with retractor. Tilt steering wheel. Interior rearview mirror. Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 candlepower each (2) rear working halogen lights - 32,500 candlepower each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector	1	\$14,253.00

183E	JLink™	1	No Added Cost
	Includes integrated cab wiring harness, antenna, and JLink™ Modem's (MTG).		
	JLink™ connectivity is enabled separately through the JLink™ website.		
	Connectivity service is subject to country availability.		
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	No Added Cost
	5F/3R autoshift transmission.		
	Autoshift can be turned on/off in the SSM. When autoshift is off, the transmission will operate as a powershift.		
4006	John Deere 4.5L - FT4/Stage IV	1	No Added Cost
	Net peak power of 116 Hp.		
	For use only in areas where EPA final tier 4/EU stage IV is required.		
	Turbocharged.		
	Wet sleeve cylinder liners.		
	2 valves / cylinder.		
	Electronically controlled HPCR fuel delivery system, B20 biodiesel compatible.		
	Serpentine belt with automatic belt tensioner.		
	Enclosed safety fan guard.		
	Vertical spin-on engine oil filter.		
	Spin-on fuel filter with water separator.		
	Dual safety element dry-type air cleaner with evacuator valve.		
	Underhood exhaust filter and catalysts with evacuator valve.		
	Automatic exhaust filter regeneration.		
	Glow plugs.		
	Electronically controlled, variable-speed cooling fan.		
5250	Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front	1	No Added Cost
	Requires axle code 3009.		
	Rear tire chains require wheel spacers (AT347522).		
6154	Dual Batteries with Disconnect, Jump Post, and Engine Block Heater	1	\$494.00
	350 minute reserve capacity (1900 CCA).		
	Recommended for use in ambient temperatures below 32 degrees F (0 degrees C).		
	Includes engine block heater.		

6752	Extendible Dipperstick Extended stabilizer legs; stabilizer overall width, operating: 13 ft. 3 in. (4.03 m.)	1	\$9,003.00
6576	1000 lb. (454 kg.) Front Counterweight	1	\$1,515.00
7001	Auxiliary Hydraulics with One Way Flow (Hammer) Auxiliary plumbing to bulkhead (mid-point of dipperstick). Includes hydraulic quick disconnect fittings KV11305 and AT312681 rated for full auxiliary circuit flow capacity. Quick disconnects require connection without pressure and are identical to the couplings provided with the front loader 3rd function hydraulic option.	1	\$4,440.00
7028	Pilot Controls, Two Lever, with Pattern Selection Proportional auxiliary control and extendable dipperstick control integrated into pilot control levers.	1	No Added Cost
7037	Two-Function Loader Hydraulics, Single Lever Single lever loader control with electric clutch disconnect and momentary MFWD.	1	No Added Cost
7800	Less Backhoe Bucket with Bucket Pins	1	No Added Cost
7700	Less Coupler - Less Thumb If ordering with thumb, must order option code 7701.	1	No Added Cost
7850	Less Loader Bucket with Pins for Buckets or Front Attachments	1	No Added Cost
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$199.00
8109	Sun Visor	1	\$102.00
8146	Left Side Console Storage with Cup Holders	1	\$87.00
8183	Radio, Bosch Premium Package AM/FM/Weather Radio, Bluetooth capable with microphone, 3.5mm auxiliary input, USB input, roof power port, roof storage compartment.	1	\$1,459.00
8208	Seat, Cloth Air-Suspension - Heated For enclosed Cab.	1	\$1,070.00
8213	Chrome Exhaust Extension	1	\$290.00
8165	Auto Ride Control	1	\$2,513.00
80A3	Custom Code - Accu-Swing	1	\$793.00
8062	Backhoe Boom Protection Plate	1	\$648.00
Total			\$234,440.00

Manufacturer's Suggested List Price shown. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Pricing, availability, and specifications subject to change without notice.



240250

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

Bid 24000027

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ACE SAGINAW PAVING COMPANY FOR ASPHALT PAVING MATERIALS

The Division of Purchases and Supplies solicited bids for asphalt paving materials and Ace Saginaw Paving Company, 115 S. Averill Ave., Flint, Michigan was the sole bidder for said services, and

The Department of Public Works is requesting to enter into a pricing agreement for FY25 with Ace Saginaw Paving Company for asphalt paving materials for the City of Flint. Funding will come from the following accounts:

Account Number	Account Name	Amount
202-449.201-782.000	Asphalt	\$ 750,000.00
203-449.201-782.000	Asphalt	\$1,500,000.00
202-449.203-782.000	Asphalt	\$20,000.00
203-449.203-782.000	Asphalt	\$13,000.00
202-449.211-782.000	Asphalt	\$20,000.00
203-449.211-782.000	Asphalt	\$38,000.00
590-540.208-782.000	Asphalt	\$35,000.00
591-540.202-782.000	Asphalt	\$35,000.00
FY25 GRAND TOTAL		\$2,411,000.00

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Ace Saginaw Paving Company for asphalt paving materials for FY25, in the amount not to exceed \$2,411,000.00.

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / AD223
CLYDE D EDWARDS / AD223 (Jun 10, 2024 16:20 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Jun 10, 2024 15:25 EDT)
William Kim
City Attorney

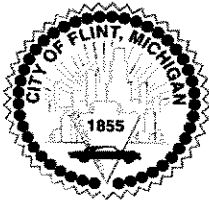
APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Jun 10, 2024 15:04 EDT)
Phillip Moore
Chief Finance Officer

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager

FY25 - KRN



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: June 7, 2024

BID/PROPOSAL# 24000027

AGENDA ITEM TITLE: Asphalt paving materials

PREPARED BY: Kathryn Neumann, Administrative Support Technician

VENDOR NAME: Ace Asphalt

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Asphalt is used to repair hazardous conditions in the road, including potholes, water and sewer main pavement breaks and to repave roads. It is also used to pave roads. Cold patch is used for the temporary repair of water and sewer repairs, as well as filling potholes in winter. Water Service Center uses asphalt to repair roads after water or sewer repairs.

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

Asphalt is purchased every year. The City has a paving crew that works on paving local roads in the warmer weather months.

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

Smoother roads benefit everyone that drives on Flint roads and saves damages to vehicles. Street Maintenance and Water Service Center both use asphalt in their day-to-day operations.

FINANCIAL IMPLICATIONS:

There is money in the account numbers listed below.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:



CITY OF FLINT STAFF REVIEW FORM

Dept.	Name of Account	Account Number	Grant Code	Amount
Streets	Asphalt	202-449.201-782.000		\$750,000.00
Streets	Asphalt	203-449.201-782.000		\$1,500,000.00
Streets	Asphalt	202-449.203-782.000		\$20,000.00
Streets	Asphalt	203-449.203-782.000		\$13,000.00
Streets	Asphalt	202-449.211-782.000		\$20,000.00
Streets	Asphalt	203-449.211-782.000		\$38,000.00
WSC	Asphalt	590-540.208-782.000		\$35,000.00
WSC	Asphalt	591-540.202-782.000		\$35,000.00
FY25 GRAND TOTAL				\$2,411,000.00

PRE-ENCUMBERED? YES NO REQUISITION NO: 250008591, 250008659

ACCOUNTING APPROVAL: Kathryn Neumann Date: _____
Kathryn Neumann (Jun 7, 2024 07:45 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$2,411,000.00

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____
Rodney McGaha (Jun 7, 2024 09:20 EDT)

(Rodney McGaha, Director of Transportation)

DEPARTMENT HEAD SIGNATURE: _____
Paul Simpson (Jun 10, 2024 09:33 EDT)

(Paul Simpson, Water Distribution Supervisor)



Sheldon Neeley
Mayor

CITY OF FLINT, MICHIGAN
Department of Public Works
Transportation Division

Clyde Edwards
City Administrator

Rodney McGaha
Director

June 10, 2024

TO: Lauren Rowley
Purchasing Manager

FROM: Rodney McGaha
Director of Transportation

SUBJECT: RECOMMENDATION FOR ASPHALT PAVING MATERIALS, BID 24-027

One bid was received and reviewed for asphalt paving materials. I am recommending the sole bidder, Ace Saginaw Paving Company, in the amount to exceed \$2,411,000.00. Funds have been pre-encumbered with req. 250008591 and 250008659.

If you have any questions or concerns, feel free to give me a call at ext. 2802.

240251



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

Bid 23000022

BY THE CITY ADMINISTRATOR:

**CHANGE ORDER RESOLUTION TO M & M PAVEMENT MARKING, INC.
FOR PAVEMENT MARKING SERVICES**

On July 10, 2023, Flint City Council authorized the Proper City Officials to enter into a contract with M & M Pavement Marking, Inc., PO Box 190257, Burton, Michigan for pavement marking services for a three year period, in the FY24 amount not to exceed \$145,000.00, FY25 amount not to exceed \$150,000.00 and the FY26 amount not to exceed \$155,000.00 for a three year total of \$450,000.00, and

Over the years, several streets have been reconfigured, which changed the amount of linear feet that needed to be repainted. This resulted in a shortage of funding for each fiscal year and additional funding will need to be added for FY24, FY25 and FY26. Funding will come from the following account:

Account Number	Account Name	Amount
202-447.201-801.000	Professional Services	\$ 10,400.00
	FY24 GRAND TOTAL	\$ 10,400.00

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with M & M Pavement Marking, Inc. for additional pavement marking services for a three year period, in the amount of \$10,400.00 for FY24, \$25,000.00 for FY25 and \$30,000.00 for FY26 and a revised three aggregate amount not to exceed \$515,400.00. (\$25,000 FY25, \$30,000 pending adoption of the FY 26 budget)

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0224
CLYDE D EDWARDS / A0224 (Jun 10, 2024 16:21 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Jun 10, 2024 15:25 EDT)
William Kim
Chief Legal Officer

APPROVED AS TO FINANCE:

Philip Moore
Philip Moore (Jun 10, 2024 15:04 EDT)
Philip Moore
Chief Finance Officer

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: June 3, 2024

BID/PROPOSAL# 23-022

AGENDA ITEM TITLE: Additional pavement markings

PREPARED BY: Kathryn Neumann, Administrative Support Technician

VENDOR NAME: M & M Pavement Marking, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

To maintain traffic, a pavement marking contractor is needed to provide a variety of traffic pavement marking applications on City of Flint streets. Traffic painting is applied in the Fall and the Spring. The City has reconfigured several streets, which changed the amount of linear feet needed to complete the project. The original resolution is for a three year period, each fiscal year need additional amounts.

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

This was previously approved by resolution 230199 on 7/10/23. Same account number 202-447.201-801.000.

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

These markings are traffic control devices, mandated by State of Michigan law, used for public safety purposes and to convey regulations, warnings and guidance that otherwise might not be clearly understandable. As marking acuity diminishes over time/traffic wear, the markings must be periodically renewed to ensure their effectiveness.

FINANCIAL IMPLICATIONS:

There is money available in the listed account below.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:



CITY OF FLINT STAFF REVIEW FORM

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Professional Services	447.201-801.000		\$10,400.00
FY24 GRAND TOTAL				

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008634

ACCOUNTING APPROVAL: Kathryn Neumann
Kathryn Neumann (Jun 3, 2024 09:23 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$10,400.00

BUDGET YEAR 2 \$25,000.00

BUDGET YEAR 3 \$30,000.00

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

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

DEPARTMENT HEAD SIGNATURE: _____
Rodney McGaha
Rodney McGaha (Jun 3, 2024 11:24 EDT)
(Rodney McGaha, Director of Transportation)

230194



RESOLUTION NO.: _____

PRESENTED: JUL - 5 2023

ADOPTED: JUL 1 0 2023

Bid 23000022

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO M & M PAVEMENT MARKING, INC.
FOR PAVEMENT MARKING SERVICES**

The Department of Finance, Division of Purchases & Supplies, solicited bids for pavement marking services for a three year period as requested by the Department of Public Works/Traffic Engineering Division, and

M & M Pavement Marking, Inc., PO Box 190257, Burton, Michigan was the lowest responsive bidder from two solicitations for said services. Funding will come from the following accounts:

Account Number	Account Name	Amount
202-447.201-801.000	Professional Services	\$ 125,000.00
202-447.201-752.000	Supplies	\$ 20,000.00
	FY24 GRAND TOTAL	\$ 145,000.00

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with M & M Pavement Marking, Inc. for pavement marking services for a three year period, in the FY24 amount not to exceed \$145,000.00, FY25 amount not to exceed \$150,000.00 and the FY26 amount not to exceed \$155,000.00. (\$150,000 pending adoption of the FY25 budget, \$155,000 pending adoption of the FY26 budget).

APPROVED AS TO FORM:

William Kim (Jun 27, 2023 12:03 EDT)
William Kim
Chief Legal Officer

APPROVED AS TO FINANCE:

Jane Mager (Jun 27, 2023 13:00 EDT)
Jane Mager
Acting Chief Finance Officer

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS
CLYDE D. EDWARDS (Jun 27, 2023 17:58 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Christopher Mumby, Interim Purchasing Manager

240252



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

Bid 24000023

BY THE CITY ADMINISTRATOR:

RESOLUTION TO RAUHORN ELECTRIC, INC. FOR INTERSECTION UPGRADES

The Division of Purchases and Supplies solicited proposals for three-year pricing for intersection upgrades, including modernization of signals, cabinets and wire at traffic intersections, and emergency intersection repairs needed due to traffic accidents, as requested by the Traffic Engineering Division, and

Rauhorn Electric, Inc., 17171 23 Mile Rd., Macomb, Michigan was the lowest responsive bidder from two bids received. Funding will come from the following account:

Account Number	Account Name	Amount
202-443.201-801.000	Professional Services	\$ 250,000.00
	FY25 GRAND TOTAL	\$250,000.00

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a contract with Rauhorn Electric, Inc. for intersection upgrades, in the yearly amount of \$250,000.00 and a three year aggregate amount not to exceed \$750,000.00. (\$250,000.00 FY25 budget, \$250,000.00 pending adoption of the FY26 budget, \$250,000.00 pending adoption of the FY27)

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0225
CLYDE D EDWARDS / A0225 (Jun 10, 2024 16:21 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Jun 10, 2024 15:25 EDT)
William Kim
City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Jun 10, 2024 15:05 EDT)
Phillip Moore
Chief Finance Officer

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager

FY25 - KRN



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: June 10, 2024

BID/PROPOSAL# 24-023

AGENDA ITEM TITLE: Intersection upgrades

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

VENDOR NAME: Rauhorn Electric, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Traffic Engineering Division requested proposals for three year pricing for intersection upgrades, which includes modernizing signals, cabinets and wire, as well as emergency repairs when traffic signals at an intersection is knocked down. Two proposals were received and Rauhorn Electric was the low bidder.

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

The City has a purchase order every year for this purpose.

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

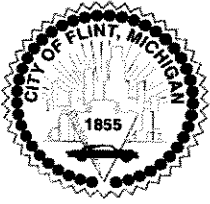
Safer intersections after a traffic signal upgrade. As well as a functioning intersection after an accident has knocked down the signals.

FINANCIAL IMPLICATIONS:

There is money listed in the account listed below.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Professional Services	447.201-801.000		\$250,000.00
FY25 GRAND TOTAL				\$ 250,000.00



CITY OF FLINT STAFF REVIEW FORM

PRE-ENCUMBERED? YES NO REQUISITION NO: 250008592

ACCOUNTING APPROVAL: Kathryn Neumann
Kathryn Neumann (Jun 10, 2024 10:43 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$250,000.00

BUDGET YEAR 2 \$250,000.00

BUDGET YEAR 3 \$250,000.00

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

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
Rodney McGaha (Jun 10, 2024 11:19 EDT)
(Rodney McGaha, Director of Transportation)

SEALED BIDS RECEIVED PURCHASING DEPARTMENT ON FEBRUARY 19, 2024
FOR INTERSECTION UPGRADES OVER A THREE YEAR PERIOD

RAUHORN ELECTRIC 17171 23 Mile Rd. Macomb, MI	J RANCK ELECTRIC 1993 Gover Parkway Mt. Pleasant, MI
\$563,784.00*	\$941,565.00

* Additional funding was requested for repairing intersections that were knocked down because of traffic accidents.



Sheldon Neeley
Mayor

CITY OF FLINT, MICHIGAN
Department of Public Works
Transportation Division

Clyde Edwards
City Administrator

Rodney McGaha
Director

June 10, 2024

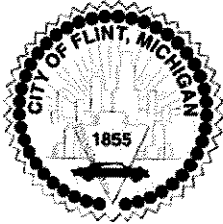
TO: Lauren Rowley
Purchasing Manager

FROM: Rodney McGaha *Rodney McGaha*
Director of Transportation

SUBJECT: RECOMMENDATION FOR INTERSECTION UPGRADES, BID 24-023

Two bids were received and reviewed for intersection upgrades (3 years). I am recommending the low bidder, Rauhorn Electric, in the three-year amount to exceed \$750,000 (\$250,000 each year). Funds have been pre-encumbered with req. 250008592.

If you have any questions or concerns, feel free to give me a call at ext. 2802.



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

MIDEAL #071B7700177 &

MIDEAL #240000000098

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ACCEPT A GRANT FROM THE STATE OF MICHIGAN AND TO PURCHASE POLICE DEPARTMENT PPV & SSV VEHICLES WITH THE GRANT FUNDING

WHEREAS, the State of Michigan has awarded grant funding to the City through their legislative Sponsorship of Public Act 119 Grant in a total amount of \$2,750.00 for the grant period of October 1, 2023 through September 30, 2025; and

WHEREAS, this is grant # "CITYOFFLINTPOLICEDEPARTMENT24" between the Department of Labor and Economic Opportunity and the City of Flint; and

WHEREAS, The City of Flint Police Department will utilize the grant funds to acquire and outfit 16 patrol vehicles and 6 undercover vehicles. The vehicles will be equipped with essential police gear, including radios, computers, restraint devices, safety equipment, lights, sirens, and other features, all aimed at enhancing public safety and policing effectiveness in the City of Flint.

WHEREAS, The City of Flint Division of Purchases & Supplies and Fleet Division have utilized the MIDEAL State of Michigan Contracts for Berger Chevrolet and Lafontaine Automotive Group for the purchase of (16) PPVs and (6) SSVs utilizing a portion of the aforementioned grant funding awarded to the City of Flint for this specified use.

The "CITYOFFLINTPOLICEDEPARTMENT24" funding will be referenced as follows:

Account Number/Grant Code	Account Name	Amount
296-301.200-977.000/SLEO-CRSR24	EQUIPMENT	\$2,612,500.00
296.301-200-969.100/SLEO-CRSR24	INDIRECT COST ALLOCATION	\$135,500.00
	GRANT AWARD GRAND TOTAL	\$2,750,000.00

The funding for the purchase of these PD vehicles will come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
296.301-200-969.100/SLEO-CRSR24	EQUIPMENT	\$1,252,657.00
	FY25 GRAND TOTAL	\$1,252,657.00

IT IS RESOLVED, that the Appropriate City Officials are authorized to do all things necessary to accept the grant funds set forth in the grant from the State of Michigan, amend the FY25 budget, appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the grant from the State of Michigan in the amount of \$2,750,000, to grant budget with code SLEO-CRSR24 through September 30, 2025.

BE IT FURTHER RESOLVED, That the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Berger Chevrolet for (10) PPVs for a total not to exceed \$522,781.00 and Lafontaine Automotive Group for \$729,876.00 (6) PPVs and (6) SSVs for the Police in an overall Grand Total amount



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

not to exceed \$1,252,657.00 for FY25 (07/01/24-06/30/25). The Purchase Orders will be issued contingent on council's approval of accepting the above aforementioned grant funding for these specific purchases.

APPROVED AS TO FORM:


William Kim (Jun 10, 2024 15:26 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Phillip Moore (Jun 10, 2024 15:05 EDT)

Phillip Moore, Chief Financial Officer


FOR THE CITY OF FLINT:


CLYDE D EDWARDS / A0226
CLYDE D EDWARDS / A0226 (Jun 10, 2024 16:30 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:


Lauren Rowley, Purchasing Manager

Lauren Rowley, Purchasing Manager



THE SENATE
STATE OF MICHIGAN

JOHN CHERRY
27TH DISTRICT
P.O. BOX 30036
LANSING, MI 48909-7536
PHONE: (517) 373-0142
FAX: (517) 373-3938
sonjcherry@senate.michigan.gov

January 9, 2023

Director Jen Flood
State Budget Office
111 South Capitol Avenue
Lansing, MI 48910

SUBJECT: Legislative Sponsorship of Public Act 119 Grant

Dear Director Flood:

In accordance with Public Act 119 of 2023, Article 9, Section 2010, I am pleased to sponsor the grant identified below and certify that it is for a public purpose.

The following information summarizes the grant I am sponsoring:

GRANT SUMMARY

Grant Recipient: City of Flint Police Department
Grant Amount: \$2,750,000
Boilerplate Section: Article 9, Sec. 2010(23)
Authorizing Grant Boilerplate Language:

From the funds appropriated in part 1 for public safety grants, \$2,750,000.00 shall be awarded to a city with a population between 81,000 and 81,500 located in a county with a population between 405,000 and 410,000 according to the most recent federal decennial census to support the partial replacement of the city's police cruiser fleet.

Public Purpose:

The City of Flint Police Department will utilize the grant funds to acquire and outfit 16 patrol vehicles and 6 undercover vehicles. The vehicles will be equipped with essential police gear, including radios, computers, restraint devices, safety equipment, lights, sirens, and other features, all aimed at enhancing public safety and policing effectiveness in the city of Flint.

Please see attachments for the completed grant application form and grant project budget which provide additional detail and contact information for the grant recipient. My office is available for questions should they arise.

Sincerely,

State Senator John Cherry
Michigan's 27th District

Special Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a "." please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

1. Grantee: City of Flint	2. Project Title: Flint Police Department Vehicle Procurement			
3. Project Cost Elements	4. Funding Sources	Local Funding	Other Funding	Total
Activities Equipment: Additional General Admin (10% Max)	Michigan Enhancement Grant \$2,612,500 \$137,500.00	\$ - \$ -	\$ - \$ -	\$ - \$ -
Total		\$ 2,750,000.00	\$ -	\$ -

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
AND
CITY OF FLINT

GRANTEE/ADDRESS:

Shelly Sparks-Green
Michigan Health and Hospital Association
1101 S. Saginaw Street
Flint, MI 48502
810-237-2049
ssgreen@cityofflint.com

GRANT ADMINISTRATOR/ADDRESS:

Jim Wilson
Michigan Department of Labor & Economic Opportunity
2501 Woodlake Circle
Okemos, MI 48864
wilsonj4@michigan.gov

GRANT PERIOD:

October 1, 2023 to September 30, 2025

TOTAL AUTHORIZED BUDGET: \$ 2,750,000.00

Federal Contribution:	\$	
State Contribution:	\$	2,750,000.00
Local Contribution:	\$	
Other Contributions:	\$	

SIGMA Vendor I.D.: CV0047760

SIGMA Payment Address Code: 036

ACCOUNTING DETAIL: Accounting Template No.: 186PUB176SAFE

GRANT

This is Grant # CITYOFFLINTPOLICE24 between the Department of Labor and Economic Opportunity (Grantor), and City of Flint (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

To support the City of Flint Police Department with partial replacement of the police cruiser fleet.

1.1 Statement of Work

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

This grant will support the City of Flint Police Department with partial replacement of the police cruiser fleet. The Police Department is purchasing and equipping 16 patrol vehicles and 6 under cover vehicles. Equipping the vehicles will include the purchase and installation of all items normally used in a police vehicle, such as radios, computers, restraining devices, safety equipment, lights, sirens and any other equipment or features that are beneficial to policing in the City of Flint.

This grant will help promote public safety for the City of Flint by making sure the Flint Police Department has an adequate amount of squad vehicles with the proper equipment for carrying out law enforcement duties.

The City of Flint's Grant Application is included as Attachment A.

1.2 Detailed Budget

- A. 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.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

The maximum amount of grant assistance offered is \$2,750,000.00. Progress payments up to the Total Authorized Budget may be made upon submission of a Grantee request 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. shall be maintained for audit purposes in order to comply with this Agreement.

Public Act 279 of 1984 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.

1.4 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. **Quarterly Reports.** The Grantee shall submit to the Grant Administrator quarterly performance reports that (at a minimum) briefly present the following information:
 - 1. Percent 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. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
 - 3. An accounting of all funds expended by the recipient.
 - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
 - 5. The performance reports are due to the grant administrator no later than the 20th calendar day after the end of the calendar quarter. The final narrative report is due 15 days after the end of the grant period. In the event that the due date falls on a weekend or state government holiday, the report is due on the last business day prior to the due date.

PART II - GENERAL PROVISIONS

2.1 Project Changes

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

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, provide a statement ensuring that no conflicts of interest or ethical concerns exist (as described in Section 3.5 – Conflict and Ethics), and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income/Interest Income

A. Program Income

Program income includes income from fees for services performed from the use of rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under a grant agreement, and from payments of principle and interest on loans made with grant funds. Program income does not include rebates, credits, discounts, refunds, etc., or interest earned on any of these items.

Program income means 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. “During the grant period” is the time between the effective date of the award and the ending date of the award reflected in the final closeout expenditure report.

All program income must be used prior to the submission of the final closeout report for the Fiscal Year (FY) for which program income was earned.

B. Interest Income

Interest income earned by grantee must be treated as, and included in, the calculation and reporting of program income.

Interest income earned by grantee is not considered program income and must be identified and reported separately.

Remittance of interest income earned must be remitted via check made payable to the “State of Michigan,” along with a completed remittance submission form (Attachment A) to the following address:

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

Interest income earned is due no later than the 20th calendar day after the end of the calendar quarter.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

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 prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall 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. 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.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State 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 State 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, any parent, affiliate, or subsidiary organization of Grantee, 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 (\$750,000 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 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for insuring 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 compliance 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.

3.2 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.

3.3 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (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 State 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. 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 State terminates this Grant under this Section, the State 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 State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately 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 State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.4 Clawback

Notwithstanding anything to the contrary herein, the grant shall be subject to a recoupment or clawback allow the State at its discretion to recoup or otherwise collect any funds that are declined, unspent or otherwise misused.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is 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 State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees 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, height, weight, marital status, partisan considerations, or a 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 this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant 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 subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, 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 shall attach an explanation to this Agreement.

4.1 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 State 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 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.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by

Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.3 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations. This includes monitoring and reporting provisions outlined in Public Act 166 of 2022, Section 1096.

4.4 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State 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 (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.5 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State 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 obligations under the Grant.

4.6 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.

4.7 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, and not the State, 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.

4.8 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 State's right to terminate the Grant.

4.9 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.

5.0 Waiver

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

5.1 Signatories

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

Gregory Rivet
Director of Administrative Services
Department of Labor and Economic Opportunity
State of Michigan

Date

Shelly Sparks-Green
Chief Resilience Officer
City of Flint

Date

GRANT NO. CITYOFFLINTPOLICE24

Special Grant Application Form

Official Grantee:

Grantee Full Address:

Grantee Primary Contact:

Phone: Email:

Legislative Sponsor: Appropriated Amount:

Legislative Sponsor:

Questions for Legislative Sponsor

1. Is the legislative sponsor and/or any family members of the legislative sponsor associated with this organization? (Ex: board member, employee, financial donor, etc.) **No**
If so, please explain:

2. Does this grant comply with the provisions of Article IV, §10 of the Michigan Constitution and PA 318 of 1968, MCL 15.301 to 15.310? **Yes**

Questions for Official Grantee

1. Please describe the public purpose of the project, demonstrating it is consistent with language authorizing grant in PA 119 of 2023.

This grant will be used to purchase and equip 16 patrol vehicles and 6 under cover vehicles for the City of Flint Police Department. Equipping the vehicles will include the purchase and installation of all items normally used in a police vehicle, such as radios, computers, restraining devices, safety equipment, lights, sirens and any other equipment or features that are beneficial to policing in the City of Flint.

2. Fill out the anticipated dollar amount for each respective category of the budget, using **the excel budget form provided**. Please note the general administrative expense cannot exceed 10% of the grant amount.

3. Anticipated time-frame for each cost identified in the budget (this will reflect the period of the grant).

Up to 10 months after receiving the first grant payment. Vehicle purchases have been taking a lot longer than usual and the UAW is currently in a labor dispute with the major automotive supplies in the United States. After the vehicles are procured they will be equipped

4. I acknowledge that I will be required to submit progress reports and a final report including:

- i. A summary of the Grant Activities performed over the period determined by the department;
- ii. An accounting of Grantee's actual expenditure of all funds on the Project over the period determined by the department, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and
- iii. Any other information deemed relevant by Grantee to support the Grant Activities actually performed.

5. Identify authorized signer(s) for Grant Agreement.

Shelly Sparks-Green

6. Please be advised any portion of the grant funds paid to grantee and not spent or not spent in accordance with the grant agreement must be returned to the department.

NOTICE:

This Grant Application Form is not a legally binding agreement and should not be viewed as such. Moreover, the Grant Application Form does not embody all of the terms and conditions of the grant agreement and neither the department nor the grantee will be bound until there is an executed grant agreement that sets forth all the terms and conditions.

Special Grant Project Budget

Please enter the major cost elements of the project, selecting from the drop down list options. If you select an activity with a "." please add a few additional words of description in the "Other/Additional Notes" column. You will be asked to report based on these budget categories. It is recommended that the budget have between 2-5 line items. Keeping the budget at a fairly high-level minimizes the need to amend the budget if the project costs deviate slightly from the plan. The "Local" and "Other" columns are optional. **Six line items is the maximum allowed.**

1. Grantee: City of Flint		2. Project Title: Flint Police Department Vehicle Procurement			
3. Project Cost Elements		4. Funding Sources			
Activities	Other/Additional Notes	Michigan Enhancement Grant	Local Funding	Other Funding	Total
Equipment: Additional General Admin (10% Max)	Patrol and under cover cruisers	\$2,612,500	\$ -	\$ -	
		\$ 137,500.00	\$ -	\$ -	
Total		\$ 2,750,000.00	\$ -	\$ -	\$ -

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective October 1, 2023

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	

Incidental Costs Per Day (with overnight stay) \$5.00

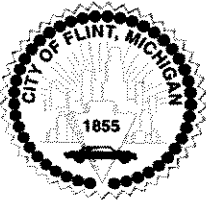
Mileage Rates	Current
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.conlintravelhub.com/som

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2023

Michigan Select Cities/Counties		
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/Counties		
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 6/7/2024

BID/PROPOSAL#

AGENDA ITEM TITLE: New Order of 10 PPV Chevy Tahoe's for Flint Police Department

PREPARED BY: Marquita Blair, Fleet Administrator

VENDOR NAME: Berger Chevrolet

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Police Department has been approved for a public safety grant totaling \$2,750,000. The City is to utilize the grant funds to acquire and outfit a total of 16 patrol vehicles and 6 undercover vehicles with essential police gear, including radios, computers, restraint devices, safety equipment, lights, sirens, and other features, all aimed at enhancing public safety and policing effectiveness in the city of Flint.

Berger Chevrolet will have 10 Chevy PPV model year 2024 units available July of 2024. Berger Chevrolet has provided pricing per MIDEAL Contract # 071B7700177 totaling \$522,781.00 for the 10 PPV units.

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

Purchase is contingent on Grant Funds
Account #

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

Patrol also plays a critical role in providing immediate assistance to the community and responding to emergencies. Additionally, the presence of marked patrol vehicles seen around the City enhances the deterrence and reduction of crime.



CITY OF FLINT STAFF REVIEW FORM

FINANCIAL IMPLICATIONS:

The Police Department's current fleet of Chevy Tahoe's have reached or are over their useful life cycle. The grant amount of \$2,750,000 will allow the City of Flint to purchase new Chevy Tahoe PPV and SSV units. This purchase will be divided between two different vendors. Berger Chevrolet can provide 10 PPV units totaling \$522,781.00 of the \$2,750,000.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
	Equipment	296-301.200-977.000	SLEO-CRSR24	\$552,781.00
FY25 GRAND TOTAL				\$522,781.00

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: Christine Tagg
Christine Tagg (Jun 7, 2024 16:07 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$522,781.00

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Marquita Blair
Marquita Blair (Jun 7, 2024 16:07 EDT)

(Marquita Blair, Fleet Administrator)

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$51,967.00

Number of units 2

Total Bid Amount \$103,934.00

Vehicle Description:

Year 2024

Make Chevrolet

Model Tahoe 4wd
police package

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Flint

Price includes title fee and delivery. Price based on
Municipal discount in the State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 6/6/2024

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$51,609.00

Number of units 3

Total Bid Amount \$154,827.00

Vehicle Description:

Year 2024

Make Chevrolet

Model Tahoe 4wd
police package
Berger pkg 8s

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Flint

Price includes title fee and delivery. Price based on
Municipal discount in the State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 6/7/2024

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$52,804.00

Number of units 5

Total Bid Amount \$264,020.00

Vehicle Description:

Year 2024

Make Chevrolet

Model Tahoe 4wd
police package
Berger pkg 13

Vendor:

Berger Chevrolet Inc.

Address 2525 28th Street S.E.

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Bid Prepared For :

City of Flint

Price includes title fee and delivery. Price based on
Municipal discount in the State of Michigan.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 6/7/2024



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 6/7/2024

BID/PROPOSAL#

AGENDA ITEM TITLE: New Order of 6 PPV and 6 SSV Chevy Tahoe's for Flint Police Department

PREPARED BY: Marquita Blair, Fleet Administrator

VENDOR NAME: Lafontaine Automotive Group

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Police Department has been approved for a public safety grant totaling \$2,750,000. The City is to utilize the grant funds to acquire and outfit a total of 16 patrol vehicles and 6 undercover vehicles with essential police gear, including radios, computers, restraint devices, safety equipment, lights, sirens, and other features, all aimed at enhancing public safety and policing effectiveness in the city of Flint.

Lafontaine Automotive Group is to order 6 Chevy PPV model year 2025 and 6 Chevy SSV model year 2025 units. They will be available Fiscal year 2025. Lafontaine Automotive Group has provided pricing per MIDEAL Contract # 24000000098 Pricing is listed below:

2025 Chevy Tahoe PPV - \$366,408.00
2025 Chevy Tahoe SSV - \$363,468.00

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

Purchase is contingent on Grant Funds
Account #

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

Patrol also plays a critical role in providing immediate assistance to the community and responding to emergencies. Additionally, the presence of marked patrol vehicles seen around the City enhances the deterrence and reduction of crime.

FINANCIAL IMPLICATIONS:

The Police Department's current fleet of Chevy Tahoe's have reached or are over their useful life cycle. The grant amount of \$2,750,000 will allow the City of Flint to purchase new Chevy Tahoe PPV and SSV units. This



CITY OF FLINT STAFF REVIEW FORM

purchase will be divided between two different vendors. Lafontaine Automotive Group can provide 6 Chevy PPV model year 2025 and 6 Chevy SSV model year 2025 units totaling: \$729,876

2025 Chevy Tahoe PPV - \$366,40800

2025 Chevy Tahoe SSV - \$363,468.00

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
	Equipment	296-301.200-977.000	SLEO-CRSR24	\$729,876
FY25 GRAND TOTAL				\$729.876.00

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: Christine Tagg
Christine Tagg (Jun 7, 2024 16:07 EDT) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$729,876

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Marquita Blair
Marquita Blair (Jun 7, 2024 16:07 EDT)
(Marquita Blair, Fleet Administrator)

LaFontaine Automotive Group
 7120 Dexter Ann Arbor Rd
 Dexter, I 48130
 248-714-1071
 517-795-9834-Cell

QUOTATION

kmartin@lafontaine.com

Name: CITY OF FLINT PD
 Address: 210 E 5th St
 City: Flint State: MI ##### 48323
 Contact: Marquita Blair
 Phone: 810-423-5650
 Email: m.blair@cityofflint.com

Date: 6/7/2024
 Quote: Tahoe PPV/SSV

CK10706	2024 Chevrolet Tahoe 4WD PPV	\$56,096.00
GBA	Black Exterior	
H1T	Jet Black Cloth Interior Trim	
L84	5.3L EcoTec3 V8 Dynamic Fuel Mgt	
MHU	10 Speed Gen 2 10L80 Transmission	
9C1	Police Package	
Z56	Chassis Package Police Conversion	
These vehicles are not currently on my lot but I do have the potential to be able to get 6 of these vehicles and price is per vehicle. The total price for 6 Tahoes is \$326,676.00		
	GM Municipal Discount	-\$1,650.00
	State Of Michigan Title Fee	\$15.00
Total Cost:		\$54,446.00

Signed: Kim Martin

LaFontaine Automotive Group
 7120 Dexter Ann Arbor Rd
 Dexter, I 48130
 248-714-1071
 517-795-9834-Cell

QUOTATION

kmartin@lafontaine.com

Name:	CITY OF FLINT PD		
Address:	210 E 5th St		
City:	Flint	State:	MI ZIP 48323
Contact:	Marquita Blair		
Phone:	810-423-5650		
Email:	m.blair@cityofflint.com		

Date:	6/7/2024
Quote:	Tahoe PPV/SSV

CK10706	2025 Chevrolet Tahoe 4WD PPV	\$62,053.00
GBA	Black Exterior	
H1T	Jet Black Cloth Interior Trim	
L84	5.3L EcoTec3 V8 Dynamic Fuel Mgt	
MHU	10 Speed Gen 2 10L80 Transmission	
5W4	Special Service Package	
Z56	Chassis Package Police Conversion	
These vehicles are not currently on my lot and the pricing is an estimate. I have your allocation request prepared for 6 2025 Tahoe SSVs.		
Total Price for 6 is \$366,408.		
	GM Municipal Discount	-\$1,000.00
	State Of Michigan Title Fee	\$15.00
Total Cost:		\$61,068.00

Signed: Kim Martin

LaFontaine Automotive Group
 7120 Dexter Ann Arbor Rd
 Dexter, MI 48130
 248-714-1071
 517-795-9834-Cell

QUOTATION

kmartin@lafontaine.com

Name: CITY OF FLINT PD
 Address: 210 E 5th St
 City: Flint State: MI ZIP: 48323
 Contact: Marquita Blair
 Phone: 810-423-5650
 Email: m.blair@cityofflint.com

Date: 6/7/2024
 Quote: Tahoe PPV/SSV

CK10706	2025 Chevrolet Tahoe 4WD SSV	\$61,563.00
GBA	Black Exterior	
H1T	Jet Black Cloth Interior Trim	
L84	5.3L EcoTec3 V8 Dynamic Fuel Mgt	
MHU	10 Speed Gen 2 10L80 Transmission	
5W4	Special Service Package	
Z56	Chassis Package Police Conversion	
<p>These vehicles are not currently on my lot and the pricing is an estimate. I have your allocation request prepared for 6 2025 Tahoe SSVs. The total price for 6 of these is \$363,468.00</p>		
	GM Municipal Discount	-\$1,000.00
	State Of Michigan Title Fee	\$15.00
Total Cost:		\$60,578.00

Signed: Kim Martin

240254



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

Proposal 24000539

BY THE CITY ADMINISTRATOR:

RESOLUTION TO WILLIAM E WALTER FOR HVAC SERVICES

The Division of Purchases and Supplies solicited proposals for three-year pricing for HVAC services as requested by the Maintenance Division, and

William E. Walter, Inc., 1917 Howard Ave., Flint, Michigan was the lowest bidder from four bids received. Funding will come from the following accounts:

Account Number	Account Name	Amount
101-230.200-930.000	Repairs & Maintenance	\$ 100,000.00
591-545.201-752.000	Supplies	\$9,000.00
591-545.201-930.000	Repairs & Maintenance	\$37,587.00
591-545.201-801.000	Professional Services	\$4,000.00
590-540.100-801.000	Professional Services	\$20,000.00
591-540.100-801.000	Professional Services	\$20,000.00
	FY25 GRAND TOTAL	\$190,587.00

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a contract with William E. Walter, Inc. for HVAC services, in the yearly amount of \$190,587.00 and a three year aggregate amount not to exceed \$571,761.00. (\$190,587.00 FY25, \$190,587.00 pending adoption of the FY26 budget, \$190,587.00 pending adoption of the FY27 budget)

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0227
CLYDE D EDWARDS / A0227 (Jun 16, 2024 16:23 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Jun 10, 2024 15:28 EDT)
William Kim
City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Jun 10, 2024 15:06 EDT)
Phillip Moore
Chief Finance Officer

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager

FY25 - KRN



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: May 30, 2024

BID/PROPOSAL# Proposal 24-539

AGENDA ITEM TITLE: HVAC Services

PREPARED BY: Kathryn Neumann for Lee Osborne, Facilities Maintenance Operations Manager

VENDOR NAME: William E. Walter

BACKGROUND/SUMMARY OF PROPOSED ACTION:

HVAC services are used in all city buildings. Maintenance is in charge of City Hall, the fire stations, the police department and the buildings at 12th Street. The heating and cooling systems require constant upkeep because they are working hard in old buildings. This staff review also covers the Water Plant and Water Service Center.

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

None

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

FINANCIAL IMPLICATIONS:

There is money in the accounts listed below.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
101	Repairs & Maintenance	230.200-930.000		\$100,000.00
590	Professional Services	540.100-801.000		\$20,000.00
591	Professional Services	540.100-801.000		\$20,000.00
591	Supplies	545.201-752.000		\$9,000.00
591	Repairs & Maintenance	545.201-930.000		\$37,587.00
591	Professional Services	545.201-801.000		\$4,000.00
FY25 GRAND TOTAL				\$ 190,587.00



CITY OF FLINT STAFF REVIEW FORM

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008602, 250008600,
250008604

ACCOUNTING APPROVAL: Kathryn Neumann Date: _____
Kathryn Neumann (May 30, 2024 15:04 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$190,587.00

BUDGET YEAR 2 \$190,587.00

BUDGET YEAR 3 \$190,587.00

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

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

DEPARTMENT HEAD SIGNATURE: Lee Osborne
lee osborne (May 30, 2024 16:21 EDT)
(Lee Osborne, Facilities Maintenance Operations Manager)

DEPARTMENT HEAD SIGNATURE: Scott Dungee
Scott Dungee (May 31, 2024 07:23 EDT)
(Scott Dungee, Water Plant Supervisor)

DEPARTMENT HEAD SIGNATURE: Entrice Mitchell
(Entrice Mitchell, Sewer Systems Supervisor)

SEALED BIDS RECEIVED PURCHASING DEPARTMENT ON MAY 13, 2024
FOR HVAC SERVICES

	William E. Walter 1917 Howard Ave. Flint, MI	Great Lakes Air Mech. 5859 3 Mile Rd. Bay City, MI	Allied Building Service Co. of Detroit 1801 Howard St. Detroit, MI	Goyette Mechanical 3842 Gorey Ave. Flint, MI
Tradesman	\$86/hr.	-	\$98/hr.	\$118.75/hr.
Journeyman	\$86/hr.	\$94.50/hr.	\$98/hr.	\$118.75/hr.
Apprentice	\$65/hr.	\$50/hr.	-	\$80/hr.
CDS-1 Testing	\$350/ea.	\$283.50/ea.	\$395/ea.	\$238/ea.
RPZ annual inspection	\$120/ea.	\$150/ea.	\$125/ea.	\$150/ea.



SHELDON NEELEY
MAYOR

CITY OF FLINT OFFICE OF FINANCE

May 16, 2024

TO: Lauren Rowley
Purchasing Manager

FROM: Lee Osborne ^{*lao*}_{lao}
Facilities Maintenance Operations Supervisor

SUBJECT: RECOMMENDATION – HVAC SERVICES, PROPOSAL #24-539

I have carefully reviewed the bids received for HVAC services. I am recommending the proposal be awarded to the lowest bidder, William E. Walter in the amount of \$100,000.00. Requisition 250008600 has been pre-encumbered.

If you have any questions or concerns, feel free to give me a call at 810 691-6786.

Signature: *lee osborne*
lee osborne (May 20, 2024 08:41 EDT)

Email: losborne@cityofflint.com

240255



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

Proposal 2400538

BY THE CITY ADMINISTRATOR:

RESOLUTION TO WEINSTEIN ELECTRIC FOR ELECTRICAL SERVICES

The Division of Purchases and Supplies solicited proposals for three-year pricing for electrical services as requested by the Maintenance Division, and

Weinstein Electric, 705 Kelso St., Flint, Michigan was the lowest responsive bidder from five bids received. Funding will come from the following accounts:

Account Number	Account Name	Amount
101-230.200-930.000	Repairs & Maintenance	\$ 75,000.00
590-550.100-801.000	Professional Services	\$10,000.00
591-550.202-801.000	Professional Services	\$3,000.00
	FY25 GRAND TOTAL	\$88,000.00

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a contract with Weinstein Electric. for electrical services, in the yearly amount of \$88,000.00 and a three year aggregate amount not to exceed \$264,000.00. (\$88,000.00 FY25, \$88,000.00 pending adoption of the FY26 budget, \$88,000.00 pending adoption of the FY27 budget)

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0228
CLYDE D EDWARDS / A0228 (Jun 10, 2024 16:25 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Jun 10, 2024 15:27 EDT)
William Kim
City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Jun 10, 2024 15:07 EDT)
Phillip Moore
Chief Finance Officer

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager

FY25 - KRN



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: June 10, 2024

BID/PROPOSAL# 24000027

AGENDA ITEM TITLE: Electrical support services

PREPARED BY: Kathryn Neumann, Administrative Support Technician

VENDOR NAME: Weinstein Electric

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Purchasing Department received proposals for various electrical services for a three year period and Weinstein Electric was the lowest responsive bidder. The Maintenance division is responsible for the building maintenance in all city buildings. These services are also used by Water Pollution Control (WPC). WPC maintains three electricians and one electrical foreman on staff support WPC, the Water Plant and the Water Service Center. This contract is used to provide the balance of the manpower needed to fulfill its maintenance and repair requirements at WPC. WPC also uses this yearly contract for electrical support work for which the City does not have adequate specialized equipment and training, such as repair of medium voltage equipment.

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

Electrical support services are bid every three years. Previous resolutions 210356 dated 8/10/21, 230209 dated 7/31/23, 230360 dated 10/23/23, 240009 dated 1/22/24.

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

City employees benefit by working in safe buildings.

FINANCIAL IMPLICATIONS:

There is money in the account numbers listed below.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:



CITY OF FLINT STAFF REVIEW FORM

Dept.	Name of Account	Account Number	Grant Code	Amount
Maint.	Professional Services	101-230.200-801.000		\$ 75,000.00
WPC	Professional Services	590-550.100-801.000		\$ 10,000.00
WPC	Professional Services	590-550.202-930.000		\$ 3,000.00
FY25 GRAND TOTAL				\$88,000.00

PRE-ENCUMBERED? YES NO REQUISITION NO: 250008596, 250008672

ACCOUNTING APPROVAL: Kathryn Neumann
Kathryn Neumann (Jun 10, 2024 12:38 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$2,411,000.00

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: lee osborne
lee osborne (Jun 10, 2024 14:28 EDT)
(Lee Osborne, Facilities Maintenance Operations Manager)

DEPARTMENT HEAD SIGNATURE: Jeanette M. Best
(Jeanette M. Best, WPC/DPW Manager)

SEALED BIDS RECEIVED IN THE PURCHASING DEPARTMENT ON 4/15/24
 FOR ELECTRICAL SERVICES
 PROPOSAL 24-538

	Weinstein Electric 705 Kelso St. Flint, MI	MI Tech Partners 2785 E. Grand Blvd. Unit 524 Detroit, MI	LGC Global 7310 Woodward Ave. Suite 500 Detroit MI
Journeyman straight time	\$ 91.00/hr.	\$74.00/hr. *	\$88.00
Local Preference 7%			\$94.16

	Goyette Mechanical 3842 Gorey Ave. Flint, MI	Allied Building Service Co. of Detroit 1801 Howard St. Detroit, MI 48216
Journeyman straight time	\$ 118.75/hr.	\$ 125.00/hr.

* MI Tech Partners did not meet all of the bid requirements.



SHELDON NEELEY
MAYOR

CITY OF FLINT OFFICE OF FINANCE

June 7, 2024

TO: Lauren Rowley
Purchasing Manager

FROM: Lee Osborne *lao*
Facilities Maintenance Operations Supervisor

SUBJECT: RECOMMENDATION – ELECTRICAL SERVICES, PROPOSAL #24-538

I have carefully reviewed the bids received for electrical services. I am recommending the proposal be awarded to the lowest responsive bidder, Weinstein Electric, in the yearly amount not to exceed \$75,000.00. While MI Tech Partners had a lower price, they did not meet all of the bid requirements. The next lowest bid was LGC Global. When you factor in that Weinstein Electric is located in the City of Flint and receives a 7% bid advantage, LGC Global is no longer the low bidder. Also, the City of Flint needs a local vendor that can respond quickly to emergencies.

Requisition 250008596 has been pre-encumbered.

If you have any questions or concerns, feel free to give me a call at 810 691-6786.

CITY OF FLINT
OFFICE OF FINANCE

Signature: lee osborne
lee osborne (Jun 7, 2024 08:48 EDT)

Email: losborne@cityofflint.com

240256



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

RESOLUTION APPROVING SETTLEMENT OF DAMAGE CLAIM

Although the City of Flint admits no liability with respect to this damage claim filed with the City, the Law Department recommends settlement of this claim presented in closed session on June 18, 2024.

IT IS RESOLVED that the City Council approves settlement of the damage claim filed by Deonte Gibson in the amount of \$13,500.00.

Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

For the City


For the City Council

CLYDE D EDWARDS / A0231
CLYDE D EDWARDS / A0231 (Jun 12, 2024 10:22 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

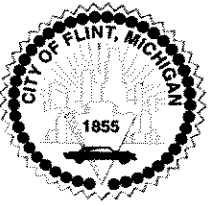
APPROVED AS TO FINANCE:


William Kim (Jun 11, 2024 15:04 EDT)

William Kim, City Attorney

Phillip Moore
Phillip Moore (Jun 12, 2024 08:19 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 06/11/2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION APPROVING SETTLEMENT OF DAMAGE CLAIM

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

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution authorizing settlement of one damage claim filed with the City of Flint.

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

None.

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

Resolution of one damage claim.

FINANCIAL IMPLICATIONS:

None, settlement to be paid from appropriated funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
LAW	Law Office-Suits/Settlements	677-266.200-956.300		\$13,500.00
FY24 GRAND TOTAL				

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

ACCOUNTING APPROVAL: _____ **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

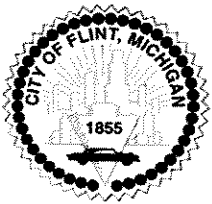
WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 \$N/A

BUDGET YEAR 2 \$N/A

BUDGET YEAR 3 \$N/A


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



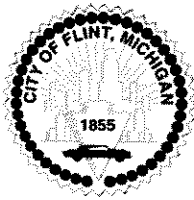
CITY OF FLINT STAFF REVIEW FORM

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:


William Kim (Jun 11, 2024 15:04 EDT)
William Kim, City Attorney

240257



RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SIEMENS MOBILITY, INC. FOR
EAGLE SIGNAL REPAIR PARTS AND SUPPLIES**

The City of Flint Traffic Engineering Division, uses Eagle Signal parts for the City of Flint traffic lights, and

Siemens Mobility, 9225 Bee Cave Rd., Building B, Suite 201, Austin, TX is the current exclusive distributor and sole source for said parts in the State of Michigan.

The City of Flint Traffic Engineering Division is requesting a purchase order for the next three years in the yearly amount of \$250,000.00. Funding will come from the following account:

Account Number	Account Name	Amount
202-447.201-752.000	Supplies	\$ 250,000.00
FY25 GRAND TOTAL		\$250,000.00

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Siemens Mobility, Inc. for Eagle Signal parts for a three year period, in the yearly amount not to exceed \$250,000.00 and a three year aggregate amount of \$750,000.00. (\$250,000 FY25, \$250,000 pending adoption of the FY26 budget, \$250,000 pending adoption of the FY27 budget)

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0229

CLYDE D EDWARDS / A0229 (Jun 10, 2024 16:25 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Jun 10, 2024 15:27 EDT)

William Kim
City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Jun 10, 2024 15:06 EDT)

Phillip Moore
Chief Finance Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager

FY25 - KRN



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: June 10, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Eagle Traffic Signal Parts

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

VENDOR NAME: Siemens Mobility, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Traffic Engineering Division, electrical side, uses Eagle signal parts for City of Flint traffic lights. Siemens Mobility is the current exclusive distributor and sole source of said parts. These parts are used for replacement parts, emergency knock down of intersections replacement parts and supplies, as well as the ongoing project of upgrading the signals.

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

These parts are used every year to repair and replace traffic signals.

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

Working traffic lights make driving safer for all residents.

FINANCIAL IMPLICATIONS:

There is money available in the listed account below.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Supplies	447.201-752.000		\$250,000.00
FY25 GRAND TOTAL				\$250,000.00



CITY OF FLINT STAFF REVIEW FORM

PRE-ENCUMBERED? YES NO REQUISITION NO: 250008597

ACCOUNTING APPROVAL: Kathryn Neumann Date: _____
Kathryn Neumann (Jun 10, 2024 13:50 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$250,000.00

BUDGET YEAR 2 \$250,000.00

BUDGET YEAR 3 \$250,000.00

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

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

DEPARTMENT HEAD SIGNATURE: _____
Rodney McGaha
Rodney McGaha (Jun 10, 2024 13:53 EDT)
(Rodney McGaha, Director of Transportation)


July 11, 2019

RE: Sole source letter

To whom it may concern,

MoboTrex is pleased to notify you that as of July 5, 2019, Siemens ITS Michigan is the sole distributor authorized to sell, install, and support Eagle traffic control products within the state of Michigan for new projects. MoboTrex's cabinets and signals, and associated products, are sold under the brand name Eagle Traffic Control Systems.

Sincerely,



Brent Katauskas
Channel Sales Director
bkatauskas@mobotrex.com
(512) 521-3081



240258

RESOLUTION NO.: _____

PRESENTED: 6-18-2024

ADOPTED: _____

PROPOSAL #: 24000536

BY THE CITY ADMINISTRATOR:

RESOLUTION TO GLOBAL SOLUTIONS GROUP, INC. FOR WATER SERVICE CENTER AND WATER PLANT FACILITY SURVEILLANCE SYSTEM IMPROVEMENTS

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals for Surveillance System Improvements at the Water Service Center and Water Plant. Both divisions of the Department of Public Works have chosen to award Global Solutions Group, Inc., Oak Park, MI as the qualified vendor for this project, for a contract award amount not to exceed \$159,789.83

WHEREAS, Both the Water Plant and Water Service Center have outdated surveillance and security systems, creating a threat to the safety and everyday operations of both facilities. Support for the current antiquated system is also becoming obsolete. This project will provide updates to the current system, as well as added surveillance where security is lacking and technology is deficient.

The funding will come from the following account(s):

Account Number/Grant Code	Account Name	Amount
*296-315.706-977.000/SMDT-FDCVT23	WATER PLANT GRANT	\$81,713.00
591-545.300-801.000	WATER PLANT PROFESSIONAL SERVICES	\$17,615.91
*296-315.706-977.000/ SMDT-FDCVT23	WATER SERVICE CENTER GRANT	\$48,007.00
590-540.100-801.000	WSC PROFESSIONAL SERVICES-SEWER	\$6,226.96
591-540.100-801.000	WSC PROFESSIONAL SERVICES-WATER	\$6,226.96
	FY25 GRAND TOTAL	\$159,789.83

IT IS RESOLVED, That the Appropriate City Officials, upon City Council’s approval, are hereby authorized to enter into a contract with Global Solutions Group, Inc. for the Water Service Center and Water Plant Surveillance System Improvements project in an amount not-to-exceed \$159,789.83 for FY25 (07/01/24-06/30/25) Pending Budget adoption.

APPROVED AS TO FORM:

William Kim
William Kim (Jun 10, 2024 15:26 EDT)
William Kim, City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Jun 10, 2024 15:06 EDT)
Phillip Moore, Chief Financial Officer

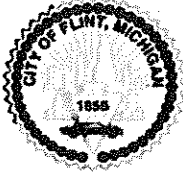
FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0221
CLYDE D EDWARDS / A0221 (Jun 10, 2024 16:23 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: May 31, 2024

BID/PROPOSAL# 24000536

AGENDA ITEM TITLE: WP/WSC SURVEILLANCE SYSTEM IMPROVEMENTS

PREPARED BY: John Florshinger, Utilities Maintenance/SCADA Supervisor

VENDOR NAME: Global Solutions Group, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The surveillance systems at the Water Plant and the Water Service center are antiquated and obsolete. Support for their systems is becoming increasingly difficult to procure. Recent events at the Water Service Center have highlighted these deficiencies. This proposal would upgrade thereby improve the surveillance capabilities at the Water Service Center and the Water Plant and its remote location.

Therefore, I recommend that the sole responsive bidder Global Solutions Group, Inc. be awarded the bid in the amount of \$159,789.83 for WP/WSC Surveillance System Improvements.

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

None.

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

Upgrading and improving the surveillance systems at the Water Service Center and the Water Plant and its remote locations would increase the security of the respective facilities. By increasing deterrence and providing higher quality video equipment paid for by the citizens of Flint will be more safeguarded.



CITY OF FLINT STAFF REVIEW FORM

FINANCIAL IMPLICATIONS:

Adequate funds available.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
WP		296-315.706-977.000		\$81,713.00
WP	Professional Services	591-545.300-801.000		\$17,615.91
		<i>Water Plant Amount:</i>		<i>\$99,328.91</i>
WSC		296-315.706-977.000		\$48,007.00
WSC	Professional Services	590-540.100-801.000		\$6,226.96
WSC	Professional Services	591-540.100-801.000		\$6,226.96
		<i>Water Service Center Amount:</i>		<i>\$60,460.92</i>
FY25 GRAND TOTAL				\$159,789.83

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008645

ACCOUNTING APPROVAL: Jalanda Gray Date: 5-31-24

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: CLYDE D. EDWARDS
CLYDE D. EDWARDS / May 31, 2024 16:21 EDT

(Clyde D. Edwards, City Administrator)

CITY OF FLINT
UTILITIES DIVISION

MEMORANDUM

Date: May 8, 2024

To: Purchasing Department

From: Utilities Division

RE: BID PROPOSAL 24-000536 RECOMMENDATION

Two bids were submitted for Proposal 24-000536:

Innovative Technology Solutions	NON-RESPONSIVE
Global Solutions Group, Inc.	\$159,789.83

Innovative Technology Solution's bid was considered NON-RESPONSIVE for the following reasons:

1. Section 2.1 requires a minimum of 5 years of experience in providing surveillance to municipalities and/or State or Federal agencies. According to their proposal, ITS has been in business since 2006 in one form or another. It is concerning as we are not aware of why the changes were made and how that may affect future support services. Their LinkedIn site indicates more of an IT support-based business. The video security monitoring division was started in 2022. The latest their references indicate work in municipal, State or Federal work is 2024.

2. Under sections 1 and 3, and its related appendixes, of the ITS bid proposal the City is obligated to maintain a service agreement with Innovative Technology Solutions (ITS) for the duration of 1 year and will automatically renew unless notice is received 60 days in advance. The recurring charge would be contractually obligated to increase at least 5% per year. Recurring charge is \$2,757.80.

The ITS bid proposal requires the City to endorse and utilize ITS as its primary source of computer and Information Technology services and to route all such work through ITS for all equipment/software supplied by this contract.

Additionally, the equipment would not actually be owned by the City but will be owned by ITS.

3. Under CoF section 3.2.1, proof of equivalency of equipment is required. ITS is not an Avigilon-authorized representative and submitted an AXIS product line. However, no proof of equivalency was provided.

4. ITS did not use the CoF Bid Form as intended. They have provided one lump sum for the entire project with a recurring cost line item. This effectively negates the intent of the bid form and would make billing for the project more complex. We do not know how much each cost center would be required to absorb.

5. The ITS bid proposal's Section 5 regarding pricing references an Appendix C, which was not included, unless it is the bid summary page.

6. If the City were to hire a former ITS employee within 6 months of the termination of the contract with ITS (including the support clause), the City would have to pay 30% of that person's total compensation package with ITS as a replacement fee.

It is therefore recommended that the bid be awarded to Global Solutions Group, Inc. in the amount of \$159,789.83.



1. Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing

CITY OF FLINT
UTILITIES DIVISION
SURVEILLANCE IMPROVEMENTS EQUIPMENT

Department/Location(s)	Price
City of Flint Water Plant & Remote locations	\$77,927.36
City of Flint Water Plant Installation	\$21,401.55
City of Flint Water Service Center	\$49,119.64
City of Flint WSC Installation	\$11,341.28
Total:	\$159,789.83

99,328.91
60,460.97

- 1. Failure to use this bid form may result in bid disqualification.
- 2. List value-added considerations on a separate sheet of paper.

Terms: Net30, 0.5% - 7 Days Dest: Detroit Fed. ID#: 200010736
FIRM NAME: Global Solutions Group, Inc.
CONTACT: Lisa Salvador, Vice President
ADDRESS: 25900 Greenfield Road, Suite 220 CITY/STATE/ZIP Oak Park, MI 48237
PHONE: 248-291-5440 FAX: None
SIGNED: *Lisa Salvador* DATE: March 28, 2024



City of Flint Water Treatment Facility			
City of Flint Water Service Center			
Model	Specification	Qty	Cost price
AINVR-STD-48TB-NA	NVR	1	\$ 23,364.79
9C-H5A-3MH	9MP Multi S	2	\$ 3,532.85
2.0C-H6A-D1	2MP H6A In	3	\$ 2,436.68
2.0C-H6A-D1-IR	2MP H6A In	3	\$ 2,590.79
20C-H5A-4MH	4X5MP, WD	1	\$ 2,374.47
5.0C-H5A-BO2-IR	5.0 MP WD	1	\$ 1,265.39
15C-H5A-3MH	5.0 MP WD	3	\$ 5,952.96
UNITY8-ENT	Unity Enterp	14	\$ 3,816.29
H4-BO-JBOX1	Junction box	1	\$ 91.46
WLMT-1001	Wall Mount	3	\$ 313.43
H4AMH-AD-IRIL1	Optional IR	4	\$ 1,341.48
H5AMH-AD-PEND1	Outdoor per	4	\$ 686.56
POE60U-1BTE	Junction box	7	\$ 1,066.63
Pendant adapter, NPT	Pendant ad	2	\$ 103.35
Conduit	3/4-in x 10-f	14	\$ 182.53
Total			\$ 49,119.64
City Of Flint Water Plant & Remote Locations			
Model	Specification	Qty	Cost price
AINVR-PRM-64TB-NA	AI NVR Pre	1	\$ 30,887.08
9C-H5A-3MH	9MP Multi S	3	\$ 5,299.27
2.0C-H6A-D1	2MP H6A In	4	\$ 3,248.90
6.0C-H5DH-DO1-IR	2x 3MP H5A	1	\$ 1,344.12
8.0C-H5A-FE-DO1-IR	8.0 MP, H5A	1	\$ 772.18
5.0C-H5A-BO2-IR	5.0 MP WD	1	\$ 1,265.39
15C-H5A-3MH	5.0 MP WD	2	\$ 3,968.64
24C-H5A-3MH	3X8MP, WD	1	\$ 2,283.17
6.0C-H5A-BO1-IR	6.0 MP WD	1	\$ 1,306.25
8.0C-H5A-BO1-IR	8.0 MP (4K)	5	\$ 7,622.20
12.0W-H5A-FE-DO1	12.0 MP, Fis	3	\$ 3,288.00
2.0C-H6A-BO1-IR	2MP H6A B	1	\$ 1,113.65
4.0C-H6A-BO1-IR	4MP H6A B	1	\$ 1,340.79
UNITY8-ENT	Unity Enterp	25	\$ 6,814.81
H4-BO-JBOX1	Junction box	6	\$ 548.79
WLMT-1001	Wall Mount	4	\$ 417.91
H5AMH-AD-PEND1	Optional IR	7	\$ 2,347.60
H4AMH-AD-IRIL1	Outdoor per	7	\$ 1,201.48
POE60U-1BTE	Junction box	7	\$ 1,066.63



Pendant adapter, NPT	Pendant ad	5	\$	258.38
H5A-FE-MT-NPTA1	NPT Adapte	3	\$	182.93
CM-MT-WALL1	Pendant wa	1	\$	81.68
ACC-USB-JOY-PRO	Fully config	1	\$	941.57
Conduit	3/4-in x 10-ft	25	\$	325.95
Total			\$	77,927.38
City of Flint WSC Installation				
Labor Plus Tools		Qty	Cost price	
19 ft Scissor Lift on Tr	weekly renta	1	\$	910.28
CCTV Install Team	Engineer(s)	13	\$	7,137.00
Project Manager		45	\$	3,294.00
Total			\$	11,341.28
City of Flint Water Plant Installation				
Labor Plus Tools		Qty	Cost price	
19 ft Scissor Lift on Tr	weekly renta	2	\$	1,820.55
CCTV Install Team	Engineer(s)	25	\$	13,725.00
Project Manager		80	\$	5,856.00
Total			\$	21,401.55
for City of Flint Water Service Center			Cameras+ Instal	\$ 60,460.92
City of Flint Water Plant & Remote Locations			Camera	\$ 99,328.91
Total Price for Both Projects			\$	169,789.83

240259

RESOLUTION NO.: _____

PRESENTED: 0-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR BLIGHT REMEDIATION FOR THE NEIGHBORHOOD ENGAGEMENT HUB BY OFFICE OF THE 2ND WARD

BY THE CITY COUNCIL:

The Councilperson in the 2nd Ward recommends reallocating \$10,000 of ARPA Funds (Ward Account), previously obligated for revenue replacement, to provide funding to the Neighborhood Engagement Hub to serve a a fiduciary to support summer lawn care maintenance of Landbank properties and Abandoned Private properties through the Clio Road Business District in the 2nd Ward; and

Reallocated funds will be moved from #101-287.000-963.000 as follows: Account #: 101-728.018-801.000 Description: Neighborhood Engagement Hub Amount: \$10,000 (Ward Account).

IT IS RESOLVED, that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Neighborhood Engagement Hub in the Amount of \$10,000.

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.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

William Kim, Chief Legal Officer
