

# **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



## **Meeting Agenda - Final**

**Wednesday, July 17, 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 City Council regarding Opioid Litigation, re: National Prescription Opiate Litigation MDL No. 2804 (City of Flint v Actavis Pharma, Inc., fka Watson Pharma, Inc. et al.*

## 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

**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.

**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.

**240272** Tentative Agreement/City of Flint and AFSCME Council 925 - Local 1799/Memorandum of Understanding (MOU)

Resolution resolving that the Flint City Council RATIFIES the Tentative Agreement between the City of Flint and AFSCME Local 1799, and authorizes the Director, Human Resources & Labor Relation, to execute a Memorandum of Understanding so providing. [NOTE: Memorandum of Understanding NOT

ATTACHED.]

- 240278**      Donation/Fireman's Challenge Tournament
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to accept the Fireman's Challenge donation check and cash received from PI KAPPA ALPHA FRATERNITY, ZETA ALPHA B CHAPTER at Kettering University, amend the FY25 budget, appropriate funding for revenue and expenditures for the FY25 budget year in the amount of \$3,269.00 and to record the donation revenue with grant code OPKA-FRCHDN.
- 240279**      Grant Acceptance/Continuing Professional Education (CPE)/Michigan Commission on Law Enforcement Standards/Flint Police Department
- Resolution resolving that the appropriate City officials are hereby authorized to do all things necessary to accept the funds enacted by Michigan Legislature PA1, amend the FY24 and FY25 budgets, appropriate award funding for revenue and expenditures in future fiscal years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan, in the amount of \$49,500, to grant code SMLES-CPE24.
- 240280**      CO#4/Contract/Sorensen Gross/Dort Pump Station Rehabilitation
- Resolution resolving that the proper City Officials are hereby authorized to enter into Change Order No. 4 to the contract with Sorensen Gross for the Dort Pump Station Rehabilitation Project, in an amount NOT-TO-EXCEED \$51,880.50 for FY25 (07/01/2024-06/30/2025) for an aggregate grand total amount not to exceed \$4,451,271.97.
- 240282**      Deere Credit, Inc./Equipment Leases
- Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Deere Credit, Inc. for Fleet leased heavy equipment during FY25 (07/01/24-06/30/25) in an amount NOT-TO-EXCEED \$76,759.25 [Backhoe @ Water Pollution Control; Front-End Loader @ Street Maintenance].  
[Enter body here.]
- 240283**      Police Management System/Tyler Technologies/New World Systems
- Resolution resolving that the proper City Officials, upon the City Council approval, are hereby authorized to enter into an agreement for standard software maintenance with Tyler Technologies New World System for the period July 1, 2024 through June 30, 2025, NOT-TO-EXCEED \$82,710.55.
- 240284**      Reallocation of ARPA Funds/OPIOID Funds/Grants for Emergency Water Relief Funds
- Resolution resolving that the appropriate City officials are authorized to transfer \$50,000 from ARPA Revenue Replacement (General Fund 101 account

101-000.000-385.287) and \$50,000 from the Opioid Fund Balance (Opioid Fund 288 account #288-266.210-963.000) to Water/Sewer Emergency Relief for emergency water/sewer payment assistance.

**240285** Contract/Genesee Conservation District/Tree Inspections/Sidewalk Impact

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 Conservation District (Genesee Soil & Water Conservation) for the cost of providing professional services needed to evaluate trees that are impacting sidewalks in the City of Flint in an amount NOT-TO-EXCEED \$200,000.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

**240286** Lease Servicing Center, Inc. dba National Cooperative Leasing/Equipment Leases

Resolution resolving that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Lease Servicing Center, Inc. dba NCL (National Cooperative Leasing) to provide seven (7) leased 2019 International plow trucks for FY25 (07/01/24-06/30/25) in an amount NOT-TO-EXCEED \$272,943.79.

**240287** CO#1/Contract/DHT Transportation/Sewage Sludge Transportation Services

Resolution resolving that the proper City Officials are hereby authorized to enter into Change Order No. 1 with DHT Transportation for additional sludge hauling and transportation services NOT-TO-EXCEED \$40,000.00 for FY24 (07/01/2023-06/30/24) for an FY24 Grand Total amount NOT-TO-EXCEED \$290,000.00.

...

[Enter body here.]

**240288** Curbcso Sweeping, Inc./Street Sweeping Services

Resolution resolving that the proper City Officials are hereby authorized to enter into a contract with Curbcso Sweeping, Inc. for street sweeping services, in the amount NOT-TO-EXCEED \$299,700.00.

**240289** Contract/Complete Auto & Truck Parts/Towing and Storage of Vehicles/Flint Police Department

Resolution resolving that the proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Complete Auto & Truck Parts, Inc. for the City of Flint Police Department for the towing and storage services, for a total NOT-TO-EXCEED \$430,000.00 for FY2025 (07/01/2024-06/30/2025).

- 240290** Budget Amendment/City of Flint/Accept Grant US Environmental Protection Agency
- Resolution resolving that the appropriate City officials are authorized to do all things necessary to abide by the terms of the Environmental Justice Government - to - Government (EJG2G) grant #OOE03636 in the amount of \$1,000,000.00 for three (3) years total, to appropriate revenue and expenditure amounts using grant code FEPA-EVG2G24, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.
- 240291** Contract/LA Construction/Avon Pump Station Demolition
- Resolution resolving that the Proper City Officials are hereby authorized to enter into a contract with L.A. Construction Corporation for the Avon Pump Station Demolition project for FY25 (07/01/24-06/30/25) in the amount NOT-TO-EXCEED \$2,172,578.42 (which includes a 6% contingency of \$122,976.12), contingent upon successful financial arrangements with the SRF Program.
- 240292** J. RANCK Electric, Inc./Electrical Distribution Improvements-Transformers (CSWRF PHASE VI)
- Resolution resolving that the Proper City Officials are hereby authorized to enter into a contract with J. Ranck Electric Inc. for Electrical Distribution Improvements-Transformers Project for FY25 (07/01/24-06/30/25) in an amount NOT-TO-EXCEED \$4,718,269.00 (which includes a 6% contingency of \$267,044.00), contingent upon successful financial arrangements with the SRF Program.
- 240293** Ric-Man Construction/Third (3rd) Avenue Pump Station Force Main Rehabilitation Project (CSWRF PHASE VI)
- Resolution resolving that the proper City Officials are hereby authorized to enter into a contract with Ric-Man Construction, Inc. for the Third (3rd) Avenue Force Main Rehabilitation Project for FY25 (07/01/24-06/30/25) in an amount NOT-TO-EXCEED \$54,994.484 [\$54,994,484.00] (which includes a 6% contingency), contingent upon successful financial arrangements with the SRF Program.
- 240295** Approving Reallocation of ARPA Funds Proceed with Grants/Blight Remediation/Neighborhood Engagement Hub/2nd Ward for 2025
- 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 \$10,000.00

## ADJOURNMENT



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

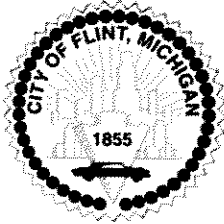
**Financial Implications:**

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 13:05 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 makeup 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.

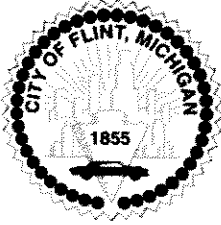
Account	Description	Amount
101-612.005-801.000	Flint Institute of Music/Mental Health Referrals and Services Support	\$189,000

**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.

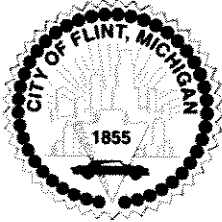
Account	Description	Amount
101-728.018-801.000	The Flint Children's Museum	\$100,000

**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**



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.

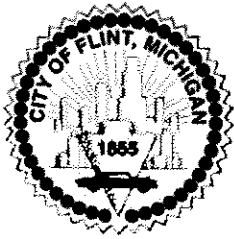
Account	Description	Amount
101-728.018-801.000	Asbury Community Development Corporation	\$500,000

**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**



RESOLUTION NO.: 240272

PRESENTED: 7-17-2024

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

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO APPROVE TENTATIVE AGREEMENT BETWEEN THE CITY OF  
FLINT AND  
AFSCME COUNCIL 925, LOCAL 1799**

The City of Flint and AFSCME Local 1799 negotiated a Collective Bargaining Wage Equity Reopener Agreement on September 29, 2023.

The parties have reached a Tentative Agreement regarding the Wage Equity Reopener Agreement through June 30, 2025, that includes wage increases for the (8) classifications as outlined in the attached Memorandum of Understanding.

It is the recommendation of the Human Resources and Labor Relations Director, along with the City Administrator, to ratify the Tentative Agreement.

**IT IS RESOLVED** that the Flint City Council **RATIFIES** the Tentative Agreement between the City of Flint and AFSCME Local 1799, and authorizes the Director, Human Resources & Labor Relation, to execute a Memorandum of Understanding so providing.

APPROVED AS TO FORM:

Signature:   
William Kim (Jul 8, 2024 16:27 EDT)

Email: wkim@cityofflint.com

William Kim, City Attorney

APPROVED AS TO FINANCE:

Signature:   
Phillip Moore (Jul 9, 2024 09:49 EDT)

Email: pmoore@cityofflint.com

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Signature: CLYDE D EDWARDS / A0247  
CLYDE D EDWARDS / A0247 (Jul 9, 2024 11:04 EDT)

Email: cedwards@cityofflint.com

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_





## CITY OF FLINT

### #A0247-RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 6/12/2024

**AGENDA ITEM TITLE:** Collective Bargaining Agreement between the City of Flint and AFSCME Michigan Council 925, Local 1799 Wage Reopener.

**PREPARED BY:** Tia Lewis, Human Resources Manager  
*(Please type name and Department)*

**VENDOR NAME:** N/A

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

Flint City Council approved a collective bargaining agreement between the City of Flint and Local 1799 effective on September 29, 2023. The terms of the agreement allow either party to reopen the agreement for the sole purpose of negotiating wage rate adjustments for no more than eight (8) classifications as outlined in the attached Memorandum of Understanding.

Under the October 15, 2023, provision, all parties bargained and reached an agreement regarding wage rate adjustments for the following eight (8) classifications:

1. Deputy Assessor, Level 29 (1 Employee)
2. Water Plant Maintenance Supervisor, Level 26 (1 Employee)
3. Sewer Cleaning Foreman, Level 26 (1 Employee)
4. Sewer Systems Construction Foreman, Level 26 (2 Employees)
5. Street Maintenance & Construction Foreman, Level 26 (3 Employees)
6. Water Distribution Foreman, Level 26 (4 Employees)
7. Water Plant Operations Foreman, Level 26 (4 Employees)
8. Election Information & Operations Supervisor (1 Employee)

Funding is available and will be paid from the appropriate wage account numbers according to each employee's individual primary general ledger account number as assigned in the payroll system.

This agreement will extend the local 1799 AFSCME contract through June 30, 2025.



240278



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

PRESENTED: 7-17-2024

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

**RESOLUTION TO AUTHORIZE, ACCEPT AND SPEND THE FIREMAN’S CHALLENGE TOURNAMENT DONATION CHECK AND CASH RECEIVED FROM PI KAPPA ALPHA FRATERNITY, ZETA ALPHA B CHAPTER AT KETTERING UNIVERSITY FLINT, MI IN THE AMOUNT OF \$3,269.00.**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the city of Flint Fire Department received a donation check in the amount of \$3,233.00 and cash in the amount of \$36.00 from PI KAPPA ALPHA FRATERNITY, ZETA ALPHA B CHAPTER at Kettering University. The fundraising event, Fireman’s Challenge, a philanthropic tournament, occurred May 20-25, 2024 outside of the Kettering University Campus, 1700 University Avenue Flint MI 48504.

**WHEREAS**, the Fireman’s Challenge Philanthropic Tournament was an event held by PI KAPPA ALPHA FRATERNITY, ZETA ALPHA B CHAPTER for fundraising for the Flint Fire Department.

Account Number & Grant Code	Account Name	Amount
296-337.999-752.000 & OPKA-FRCHDN	FIRE – SUPPLIES	\$3,269.00
	<b>FY2025 TOTAL:</b>	<b>\$3,269.00</b>

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to accept the Fireman’s Challenge donation check and cash received from PI KAPPA ALPHA FRATERNITY, ZETA ALPHA B CHAPTER at Kettering University, amend the FY25 budget, appropriate funding for revenue and expenditures for the FY25 budget year in the amount of \$3,269.00 and to record the donation revenue with grant code OPKA-FRCHDN.

**APPROVED AS TO FORM:**

*William Kim*  
William Kim (Jun 25, 2024 11:39 EDT)

**William Kim, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

*Phillip Moore*  
Phillip Moore (Jun 26, 2024 12:57 EDT)

**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

*Clyde D Edwards*  
CLYDE D EDWARDS (Jun 26, 2024 14:04 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_



CITY OF FLINT

STAFF REVIEW FORM

DATE: June 24, 2024

AGENDA ITEM TITLE: Resolution to authorize, accept and spend the Fireman’s Challenge Tournament donation check in the amount of \$3,233.00 and \$36.00 cash received from Pi Kappa Alpha fraternity at Kettering University for a total of \$3,269.00

PREPARED BY: Karen Shim, Flint Fire Department

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department is requesting approval for the acceptance and spending of a donation check made payable to the Flint Fire Department in the amount of \$3,233.00 and \$36.00 cash from the Pi Kappa Alpha Fraternity at Kettering University, Flint, MI. Check and cash were received on June 15, 2024. The Fireman’s Challenge Philanthropic Tournament was an event held during the week of May 20 – 25, 2024 for fundraising for the Flint Fire Department. Said donation funds received are to be appropriated to the designated Fire Supplies account under grant code OPKA-FRCHDN and become available for expenditure for supplies for the Flint Fire Department in FY25.

FINANCIAL IMPLICATIONS: None.

The total amount of \$3,269.00 will be recorded under account name, Donation 296-337.999-675.100 with grant code OPKA-FRCHDN and will be added to the budget in department.

BUDGETED EXPENDITURE? YES [ ] NO [X] IF NO, PLEASE EXPLAIN:

A donation check and cash were received on June 15, 2023

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Row 1: FIRE, SUPPLIES, 296-337.999-752.000, OPKA-FRCHDN, \$3,269.00. Row 2: FY25 GRAND TOTAL, \$3,269.00

PRE-ENCUMBERED? YES [X] NO [ ] REQUISITION NO: \_\_\_\_\_

ACCOUNTING APPROVAL: Karen Shim Date: June 24, 2024

ACCOUNTING APPROVAL: [Signature] Date: \_\_\_\_\_ Chay Linseman, Budget and Grants Administrator

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



## CITY OF FLINT

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

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:** Theron S. Wiggins  
Theron S. Wiggins (Jun 25, 2024 09:20 EDT)  
**Theron S. Wiggins, Fire Chief**

PI KAPPA ALPHA FRATERNITY  
ZETA ALPHA B CHAPTER  
1484 N LINDEN RD  
FLINT, MI 48532

9-32/720

1175

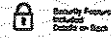
DATE 6-5-2024

PAY TO THE  
ORDER OF

FLINT FIRE DEPARTMENT

\$ 3233.00

THREE - THOUSAND TWO - HUNDRED THIRTY - THREE + 00/100 DOLLARS



**CHASE**

JPMorgan Chase Bank, N.A.  
www.Chase.com

MEMO

FIREMAN'S CHALLENGE - 2024

*On J. Poroto*

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THIS NOTE IS LEGAL TENDER  
FOR ALL DEBTS, PUBLIC AND PRIVATE

*Benjamin Franklin*





RESOLUTION NO.: 240279

PRESENTED: 7-17-2024

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

**Resolution Authorizing accepting the grant Continuing Professional Education (CPE) from the State of Michigan Commission on Law Enforcement Standards in the amount of \$49,500.00.**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, The City of Flint Police Department has been awarded funds, in the amount of \$49,500.00, from State of Michigan for the purpose of in-service training for licensed law enforcement officers employed by the City; and

**WHEREAS**, The Michigan Legislature recognized the importance of continuing education for law enforcement and enacted PA1 to appropriately fund the initiative; and

**WHEREAS**, The City of Flint Police Department will benefit from the funds to offset the cost of the new continuing professional education required by the State of Michigan commission on Law Enforcement Standards;

Account Number	Grant Code	Account Name	Amount
296-325.200-958.000	SMLES-CPE24	Education, Training & Confer	\$49,500.00

**IT IS RESOLVED**, that the appropriate City officials are hereby authorized to do all things necessary to accept the funds enacted by Michigan Legislature PA1, amend the FY24 and FY25 budgets, appropriate award funding for revenue and expenditures in future fiscal years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan, in the amount of \$49,500, to grant code SMLES-CPE24.

**APPROVED AS TO FORM:**

*William Kim*  
William Kim (Jul 9, 2024 17:02 EDT)  
**William Kim, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

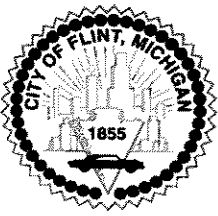
*Phillip Moore*  
Phillip Moore (Jul 10, 2024 08:21 EDT)  
**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

*Clyde D. Edwards / A0249*  
CLYDE D EDWARDS / A0249 (Jul 10, 2024 09:04 EDT)  
**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
**, City Council President**



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** 07/02/24

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:** Resolution Authorizing accepting the grant Continuing Professional Education (CPE) from the State of Michigan Commission on Law Enforcement Standards in the amount of \$49,500.00.

**PREPARED BY:** Angela Amerman

**VENDOR NAME:** State of Michigan

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

The Police Department would like to accept the \$49,500.00 from the State of Michigan Commission on Law Enforcement Standards.

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

The Michigan Legislature recognized the importance of continuing education for law enforcement and enacted PA1 to appropriately fund this initiative.

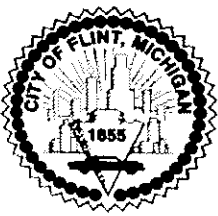
## **Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

The Police department will benefit from the funds to offset the cost of new continuing professional education requirements required by the State of Michigan Commission on Law Enforcement Standards.

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

This would increase the funds available for continuing education for licensed law enforcement officers employed by the City.

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



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Education, Training, & Conference	296-326.200-958.000	SMLES-CPE24	\$49,500
			<b>FY24/FY25 GRAND TOTAL</b>	<b>\$49,500</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: \_\_\_\_\_

ACCOUNTING APPROVAL: *AGT* Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

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

BUDGET YEAR 1 \$ \_\_\_\_\_

BUDGET YEAR 2 \_\_\_\_\_

BUDGET YEAR 3 \_\_\_\_\_

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

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

DEPARTMENT HEAD SIGNATURE: *Terence Green*  
Terence Green (Jul 9, 2024 16:55 EDT)  
*(Terence Green, Police Chief)*



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS  
LANSING

TIMOTHY BOURGEOIS  
EXECUTIVE DIRECTOR

June 10, 2024

Dear Law Enforcement Community,

On January 31, 2023, Public Act 1 of 2023 (PA1) appropriated funds to support the implementation of required annual in-service training standards for all licensed law enforcement officers in accordance with rules promulgated under section 11(2) of the MCOLES Act (1965 PA 203, MCL 28.611). Although the Commission has always had the authority to require in-service training, the lack of funding made it unfeasible for the Commission to implement annual in-service training requirements. The Michigan Legislature recognized the importance of continuing education for law enforcement and enacted PA1 to appropriately fund this initiative. Consequently, the Commission is following the direction and intent of the Michigan Legislature and the MCOLES Act to promulgate rules with respect to mandatory in-service training.

Based on research and consistent with in-service training requirements around the country, the Commission is implementing in-service training requirements for all licensed law enforcement officers in Michigan, with a **3-year pilot program beginning in June of 2024**. Going forward, the required in-service training requirements will be referred to as Continuing Professional Education, or CPE.

### **CPE Pilot Program**

As with many other new programs, CPE is currently in a pilot phase which allows for adjustments and modifications as needed. Since we are well into the 2024 calendar year, the Commission is implementing the CPE pilot program with a reduced number of required hours beginning in June 2024.

Accordingly, **the CPE requirement for 2024 is a total of 12 hours** as follows:

- 4 hours of Commission designated training categories; and
- 8 hours of agency selected training categories as per guidelines

**The CPE requirement starting in 2025 will be a projected total of 24 hours** as follows:

- 8 hours of Commission designated training categories; and
- 16 hours of agency selected training categories as per guidelines

For your convenience, the Commission has created a dedicated CPE webpage [[michigan.gov/mcoles](http://michigan.gov/mcoles)] that includes *Frequently Asked Questions* and a *Quick Reference Guide*.

Director Kimberly Koster, Chair • Sheriff Anthony Wickersham, Vice-Chair • Lt. Col. Michael Krumm representing Colonel James Grady  
Deputy Matthew Hartig • Mr. Michael Wendling • Mr. David Tanay representing Attorney General Dana Nessel • Officer Linda Broden • Tpr. Nate Johnson  
Mr. Arthur Weiss • Second Assistant Chief Grant Ha representing Chief James E. White • Ms. Chiante Lymon • Dr. Lisa R. Jackson • Lt. Michael Hawkins  
Mr. Kenneth Grabowski • Mr. Michael Sauger • Sheriff Matthew Saxton • Mr. James Stachowski • Deputy Director Ronald Wiles • Chief Issa Shahin  
Pastor Tellis J. Chapman • Pastor Jeffery A. Hawkins • Sheriff Gregory Zyburt • Mr. Anthony D. Lewis representing Mr. John E. Johnson

927 Centennial Way  
Lansing, MI 48913  
[www.michigan.gov/mcoles](http://www.michigan.gov/mcoles)  
517-636-7864

## CPE Program Overview

Program highlights, outlined below, will assist you in understanding the details of the CPE requirement:

- **FUNDING**
  - For 2024, agencies will receive approximately \$500 per full time equivalent (FTE). The FTE count is based on the 2024 annual registration. The annual distribution is subject to appropriation by the legislature.
  - **The CPE funds for 2024 will be released in June.**
  - The 2025 annual distribution of CPE funds will take place in January.
- **CURRICULUM**
  - CPE standards will follow nationally recognized research and development protocols with the goal of determining the most relevant training topics that align with the results of the current Job Task Analysis (JTA), best practices in law enforcement training, and will address contemporary issues in law enforcement.
- **STATUTORY REQUIREMENT**
  - The Commission's annual CPE requirement complies with statute and affects all licensed law enforcement officers in Michigan.
- **TRAINING DELIVERY**
  - Pre-approved synchronous (e.g., live, in real-time, virtual or in-person, etc.) and asynchronous (not live, recorded courses, self-paced, etc.) training sessions that are registered in MITN may satisfy CPE requirements. Only training that is pre-approved and registered with MCOLES will be recognized as qualified training to fulfill the annually required hours.

## Mandatory Compliance

Compliance with the Commission's CPE requirement for all Michigan licensed law enforcement officers is a condition of maintaining one's law enforcement license (2023 PA 1, 1965 PA 203, MCL 28.611).

As always, we appreciate your cooperation as we work together to uphold the highest standards of professionalism and integrity in law enforcement. Should you have further questions or concerns, please contact the MSP-MCOLES inbox at [MSP-MCOLES@michigan.gov](mailto:MSP-MCOLES@michigan.gov) and/or call 517-636-7864.

Best regards,



**Timothy S. Bourgeois**  
Executive Director  
Michigan Commission on Law Enforcement Standards

**CPE PILOT QUICK REFERENCE GUIDE**  
2025

2024

2026

**Twelve (12) hours of COMMISSION DESIGNATED CPE as outlined below, completed by December 31, 2024.**

No less than four (4) hours shall be completed on MCOLES recognized ETHICS IN POLICING & INTERPERSONAL RELATIONS training.

Topics include but are not limited to:

- Ethics in Policing
- Laws Pertaining to Civil Rights and Human Relations
- Cultural Competence and Sexual Harassment
- Interpersonal Skills
- Civil Disputes
- Victim Rights
- Procedural Justice

The remaining eight (8) CPE hours shall be completed by all law enforcement officers. However, these 8 hours shall be on any agency selected topic that meets the following three requirements\*:

- 1) enhances law enforcement performance, professionalism, public and officer safety, and officer decision making,
- 2) is pre-approved by the law enforcement agency head or their delegate, and
- 3) is pre-approved by MCOLES.

\*Refer to the FAQ document for more information.

Suggested training categories include, but are not limited to:

- Legal Updates
- Health and Wellness
- Subject Control
- Emergency Vehicle Operations
- Investigations
- Human Trafficking
- De-escalation

**PROJECTED twenty-four (24) hours of COMMISSION DESIGNATED CPE as outlined below, completed by December 31, 2025.**

No less than eight (8) hours shall be completed on MCOLES recognized MENTAL HEALTH CRISIS training.

Topics include but are not limited to:

- Behavioral Health Emergency Partnership (20 hours)
- Autism Speaks
- Alzheimer's Awareness
- Legal Updates

The remaining sixteen (16) CPE hours shall be completed by all law enforcement officers. However, these 16 hours shall be on any agency selected topic that meets the following three requirements\*:

- 1) enhances law enforcement performance, professionalism, public and officer safety, and officer decision making,
- 2) is pre-approved by the law enforcement agency head or their delegate, and
- 3) is pre-approved by MCOLES.

\*Refer to the FAQ document for more information.

Suggested training categories include, but are not limited to:

- Subject Control
- Detention and Prosecutions
- Patrol Procedures
- Health and Wellness
- Special Investigations
- Patrol Operations
- Ethics in Policing

**PROJECTED twenty-four (24) hours of COMMISSION DESIGNATED CPE as outlined below, completed by December 31, 2026.**

No less than eight (8) hour shall be completed on MCOLES recognized TACTICAL OPERATIONS training.

Topics include but are not limited to:

- Investigations
- Patrol Procedures
- Legal Updates

The remaining sixteen (16) CPE hours shall be completed by all law enforcement officers. However, these 16 hours shall be on any agency selected topic that meets the following three requirements\*:

- 1) enhances law enforcement performance, professionalism, public and officer safety, and officer decision making,
- 2) is pre-approved by the law enforcement agency head or their delegate, and
- 3) is pre-approved by MCOLES.

\*Refer to the FAQ document for more information.

Suggested training categories include, but are not limited to:

- Emergency Preparedness/Disaster Control
- Police Skills
- EVO
- Traffic
- Special Investigations

Published DATE: 06/10/2024



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**SUBJECT:** Continuing Professional Education (CPE) for in-service law enforcement officers

**PURPOSE:** Commission Information

DATE	SECTION	EXECUTIVE DIRECTOR	AUTHOR
April 24, 2024	Career Development	Timothy Bourgeois	Leon Boyer

### Background

On January 31, 2023, Public Act 1 of 2023 (hereafter PA 1) appropriated funds to support the implementation of required annual in-service training standards for all licensed law enforcement officers in accordance with rules promulgated under section 11(2) of the MCOLES Act. This section states in part, "The commission may promulgate rules with respect to any of the following: (a) In-service training programs and minimum courses of study and attendance requirements for licensed law enforcement officers." Prior to January 31, 2023, post academy law enforcement officer training was optional and for practical purposes, individual agencies determined if, and how much, in-service training was required<sup>1</sup>. Consequently, licensed officers received differing levels of training.

### Issues

PA 1 appropriated funds to support the requirement of licensed law enforcement officers to complete annual in-service training (hereafter referred to as continuing professional education, or CPE). As of this date, the CPE requirement affects approximately 18,400 licensed officers presently employed by approximately 575 Michigan law enforcement agencies. Appropriated funds are to increase Commission staff by adding 7.0 full-time equated positions to support development and implementation of the CPE and establish and implement annual CPE requirements of in-service law enforcement officers. Current staffing and expenditure estimates are outlined in below.

As of April 24, 2024, one CPE Career Development Section Human Resources Developer (HRD) and two Standards Compliance HRD Agency Representatives have onboarded.

The Career Development Section is processing applications for the second HRD. The Licensing and Administrative Services is working to fill one Fiscal Analyst and one General Office Assistant to support CPE. We anticipate filling these two vacancies is spring and summer of 2024.

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<sup>1</sup> Exception of the active-duty in-service firearm standard, which includes an educational component as well as a course of fire.

Despite staff deficiencies, CPE planning remains ongoing, and the first distribution of funds (per licensed law enforcement officer) is planned to take place following Commission approval. Distributions will follow each calendar year hereafter.

Internal considerations:

The first and second year will be distributed on per licensed law enforcement officer. Subsequent years may model the law enforcement distribution (LED) funds program.

The Commission is working with Michigan State Police to brand an MCOLES Learning Management System on the Cornerstone platform. The LMS will be managed by the Commission's Career Development Section for CPE.

Internal restrictors:

The Commission will develop CPE policies, procedures, rules, and regulations. The Commission will communicate the CPE standards and requirements to agencies and law enforcement officers and will create an inspection process to ensure standards compliance.

Other considerations under development include the appropriate use of funds, fund reporting, disposition of unspent or misappropriated funds, and potential sanctions.

The MCOLES Information and Tracking Network (MITN) would require development for tracking of distributions and expenditures separate from 1982 PA 302 law enforcement distributions.

External opportunities:

During the initial Pilot CPE, online courses registered in MITN are available to agencies and officers. The Commission staff identified PoliceOne and Virtual Academy as two vendors who are registered in MITN and available for CPE. Additional options/vendors are being explored to help agencies and officers meet CPE requirements.

External challenges:

Commission challenges include non-compliance, whether knowingly or unknowingly, by law enforcement officers, agencies, or vendors, and potential communication roadblocks of the implementation plan.

Non-compliance and the resulting consequences for an agency or individual law enforcement officer shall be established prior to full implementation.

Educating law enforcement agencies on the distinction, reporting, eligibility of expenditures, and commingling of funds from law enforcement distributions would be required.

**Recommendations**

The Commission staff requests the initiation of funds to agencies begin no later than June 1, 2024, and each calendar year hereafter per licensed law enforcement officer.



The initial three-year CPE cycle will be a *pilot program* with the following guidelines:

The annual CPE requirement is a total of 24 hours. The 24-hour CPE requirement is divided into two segments.

Eight hours of the requirement is comprised of **Commission Designated** training categories and the remaining 16 hours is comprised of **Agency Selected** training categories.

**NOTE:** For 2024, the CPE requirement has been reduced to a total of 12 training hours (**4** hours of Commission designated training categories and **8** hours of agency selected training categories). The reduced number of training hours required for 2024 is based on implementing the mandatory CPE requirements halfway through the 2024 calendar year.

**2024 COMMISSION DESIGNATED CPE:** No less than 4 hours of training shall be completed in Cultural Competence, to include one or more of the following training categories:

- Diversity, Equity, and Inclusion
- De-Escalation
- Human Trafficking
- Ethics in Policing

**2024 AGENCY SELECTED CPE:** No less than 8 hours of training shall be completed. Suggested training categories include, but are not limited to:

- Legal Update
- Health and Wellness
- Subject Control
- Emergency Vehicle Operations
- Investigations
- Local Agency Needs

Any equipment must be necessary to meet CPE requirements and will require a justification statement adhering to MCOLES guidelines, not less than 2 estimates, and be subject to audit.

### **Future Considerations**

The in-service CPE ensures that Commission licensed law enforcement officers maintain a level of proficiency and professionalism throughout their career to appropriately serve the people of Michigan. As such, the Commission will continue to support educational requirements by developing subsequent cycles for all licensed law enforcement officers.

The CPE standards will continue following nationally recognized research and development protocols with the goal of determining the most relevant educational and training topics that align with the results of the current JTA, industry standards, and contemporary issues in law enforcement.

Individual agencies will maintain their ability to conduct their own in-house CPE<sup>2</sup> of MCOLES registered topics and courses to comply with CPE requirements. The Commission's Career Development Section will review the curriculum and courseware<sup>3</sup> to ensure the agency CPE complies with established standards and objectives.

<sup>2</sup> All CPE mandated courses must be MCOLES registered in MITN.

<sup>3</sup> At the Commission's discretion.



240280

PROPOSAL# 21000572

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

PRESENTED: 7-17-2024

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SORENSEN GROSS FOR DORT PUMP REHABILITATION CHANGE ORDER #4**

WHEREAS, The Division of Purchases and Supplies solicited proposals for the rehabilitation of the Dort Pump Station, a project for the Water System Infrastructure Improvements for the Nation (WIIN) and Sorensen Gross, 3407 Torrey Road, Flint, MI, was the lowest bidder from twenty (20) solicitations for said requirements

WHEREAS, Flint City Council approved Resolution #210103 to enter into a contract with Sorensen Gross on March 25, 2021, in an amount not to exceed \$3,649,397.00

WHEREAS, Flint City Council approved Resolution #210580 Change Order #1 on January 10,2022, in the amount of \$420,247.47 for a total contract amount not to exceed \$4,069,994.47

WHEREAS, Flint City Council approved Resolution #224036 Change Order #2 on August 22, 2022, in the amount of \$299,255.00 for a total contract amount not to exceed \$4,369,169.47

WHEREAS, Flint City Council approved Resolution #230302 Change Order #3 on September 23, 2022, in the amount of \$30,222.20 for a total contract amount not to exceed \$4,339,391.47

WHEREAS, The Dort Pump Rehabilitation project is complete. The Water Plant is requesting additional funding for Change Order #4 for final billing. There were additional services required which include: rewiring of unity heaters, start up and callout for pump #2 for overages from final billing, additional painting of new steel bearing supports on pumps #3 and #4, overages for PLC programming allowance on services from MAK Controls, and agreed upon coverage for additional support steel platforms for pumps #3 and #4, in an amount not to exceed \$51,880.50, for a total revised contract amount of \$4,451,271.97.

GL/ACCOUNT#	ACCOUNT NAME/GRANT CODE	AMOUNT REQUESTED
496-536-802.802.076	Dort Pump/FEPA18WIIN-1	\$51,880.50
	FY2025 TOTAL	\$51,880.50

BE IT RESOLVED, that the Proper City Officials, upon Flint City Council's approval, are hereby authorized to enter into change order #4 contract with Sorensen Gross for the Dort Pump Station Rehabilitation Project, in an amount not to exceed \$51,880.50 for FY25 (07/01/24-06/30/25) for an aggregate grand total amount not to exceed \$4,451,271.97.


APPROVED AS TO FORM:

  
William Kim (Jul 3, 2024 07:48 EDT)  
William Kim, Chief Legal Officer

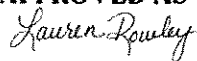
APPROVED AS TO FINANCE:

  
Phillip Moore (Jul 3, 2024 07:40 EDT)  
Philip Moore, Chief Financial Officer

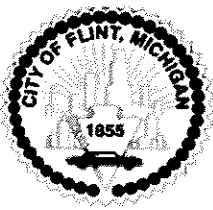
FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS / A0239  
CLYDE D EDWARDS / A0239 (Jul 3, 2024 10:56 EDT)  
Clyde Edwards, City Administrator

APPROVED AS TO PURCHASING:

  
Lauren Rowley  
Lauren Rowley, Purchasing Manager

APPROVED BY CITY COUNCIL:



# CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** June 25, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution Authorizing Appropriate City Officials to Enter Into Change Order #4 Contract with Sorensen Gross for the Dort Pump Station Rehabilitation Project

**PREPARED BY:** Yolanda Gray - Department of Public Works & Utilities

**VENDOR NAME:** Sorensen Gross

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Flint City Council approved Resolution #210103 to enter into a contract with Sorensen Gross the lowest bidder from twenty (20) solicitations, on March 25, 2021, in an amount not to exceed \$3,649,397.00 for the Dort Pump Station Rehabilitation project with funding coming from the Water System Infrastructure Improvements for the Nation (WIIN). The City of Flint Water Plant is requesting to enter into change order #4 for additional funds which will close out the completion of the rehabilitation project. The additional services include: rewiring of unity heaters, start up and callout for pump #2 for overages from final billing, additional painting of new steel bearing supports on pumps #3 and #4, overages for PLC programming allowance on services from MAK Controls, and agreed upon coverage for additional support steel platforms for pumps #3 and #4, in an amount not to exceed \$51,880.50 for a revised total contract amount of \$4,451,271.97

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

Change Order #1 \$420,547.47 Account 496-536.802-802.076  
Change Order #2 \$299,225.00 Account 496-536.802-802.076  
Change Order #3 \$30, 222.00 Account 496-536.802-802.076

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

The pumps haven't been updated since 1992. The rehabilitation allows the pumps to be properly sized for energy efficiency as well as completing the required improvements as noted in the EGLE Administrative Consent Order (ACO) 3.2 Dort Reservoir and Booster Pumping Station (Pump Station 4)

**FINANCIAL IMPLICATIONS:**



# CITY OF FLINT STAFF REVIEW FORM

Funding available from Water System Infrastructure Improvements for the Nation (WIIN)

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
	Sorensen Gross - Dort Pump	496-536.802-802.076	FEP A18- WIIN	\$51,880.50
<b>FY25 GRAND TOTAL</b>				<b>\$51,880.50</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250008944

ACCOUNTING APPROVAL:

*Galanda Gray*

Date:

*6-28-24*

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO  Existing Contract

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:

*Scott Deering* *6-28-24*  
*(Name, Title)*

**CHANGE ORDER NO.: 4**

Owner: City of Flint  
Engineer: DLZ  
Contractor: Sorensen Gross  
Project: Dort Pump Station Rehabilitation  
Contract Name: Dort Pump Station Rehabilitation  
Date Issued: 6/10/2024  
Effective Date of Directive:

Owner's Project No.: 21000572  
Engineer's Project No.: 1949-018800  
Contractor's Project No.: 88101

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order includes cost for the following:

1. CE 23REV – Rewiring of unity heaters per request from Scott Dungee for \$3,726.00. The unit heaters stopped working during construction due to reasons unrelated to the project.
2. CE 24REV2 – MV start up & callout for pump #2 for \$14,929.00. This work is overages from final billing on the allowance line items 28 and 30.
3. CE 25 – Additional painting associated with the new steel for the bearing supports on pumps 3 and 4 for \$6,916.00.
4. CE 26 – Overages for the PLC programming allowance on services from Mak Controls in the amount of \$10,894.00.
5. Michigan Steel CO #5 (1/3) – Agreed upon coverage from the City of Flint for additional support steel on the platforms for pumps #3 and #4 to reduce vibration for \$3,820.00.
6. Michigan Steel CO #6 (1/4) – Agreed upon coverage from the City of Flint for additional support and plate steel on platforms for pumps #3 and #4 to reduce vibration for \$11,592.50. Note that this amount is the ¼ the original quoted amount that the City agreed to pay during initial negotiations.

The total cost increase via this Change Order is **\$51,880.50**.

Attachments:

CE 23REV.pdf, CE 24REV2.pdf, CE 25.pdf, CE 26.pdf, Michigan Steel Change Orders.pdf



CITY OF FLINT

210103

PROPOSAL #21000572

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

PRESENTED: MAR - 3 2021

ADOPTED: MAR 15 2021

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SORENSEN GROSS COMPANY FOR THE DORT PUMP STATION REHABILITATION**

The Finance Department - Division of Purchases and Supplies solicited proposals for the Dort Pump Station Rehabilitation, a project for the Water System Infrastructure Improvements for the Nation (WIIN); and

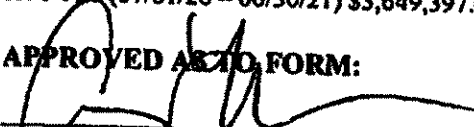
Sorensen Gross Company, 3407 Torrey Road, Flint, Michigan 48507, was the low bidder from twenty (20) solicitations for said requirements based on highest score and lowest price.

Funding for said services are available in the following account for FY21 (07/01/20 - 06/30/21):

Account Number	Account Name	Amount
496-552.000-801.076 FEPA18WIIN1	Dort Pumping Station	\$ 3,649,397.00
<b>FY21 (07/01/20 - 06/30/21) Total</b>		<b>\$ 3,649,397.00</b>

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to issue a contract to Sorensen Gross Company for Dort Pump Station Rehabilitation in the amount not to exceed for FY21 (07/01/20 - 06/30/21) \$3,649,397.00.

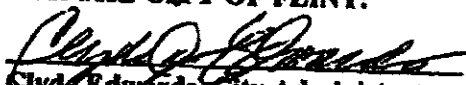
APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

  
Amanda Trujillo, Acting Chief Financial Officer

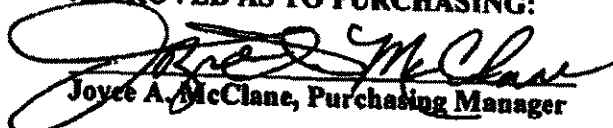
FOR THE CITY OF FLINT:

  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

  
Joyce A. McClane, Purchasing Manager



RESOLUTION NO.: 210580

PRESENTED: DEC - 8 2021

ADOPTED: JAN 10 2022

PROPOSAL# 21-072

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SORENSON GROSS FOR CHANGE ORDER #1 FOR DORT PUMP STATION  
REHABILITATION**

On March 3, 2021, Flint City Council approved Resolution #210103 to enter into an agreement with Sorenson Gross to complete rehabilitation work on the Dort Pump Station at the Water Treatment Plant in an amount not-to-exceed \$3,649,397.00.

Whereas, completion of the work at the Dort Pump Station is requiring additional services to the rehabilitation project including secondary water interconnect, isolate pumps, sandblasting and repainting, electrical materials, reinforcing steel material and masonry repairs at an additional cost of \$420,547.47.

Whereas, the Water Treatment Plant is requesting an authorization to enter into Change Order #1 with Sorenson Gross, 2407 Torrey Rd., Flint, MI., 48507 to come from the following WINN account:

Account Number	Account Name	Grant Code	Amount
496-552.000-801.076	Dort -Cedar Pump Station	FEPALBWIN-1	\$420,547.47
		<b>FY22 GRAND TOTAL</b>	<b>\$420,547.47</b>

IT IS RESOLVED, that the Appropriate City Officials are to do all things necessary to enter into Change Order #1 with Sorenson Gross for the Dort Pump Station Rehabilitation project, in a Change Order amount for additional services not-to-exceed \$420,547.47, with a total contract amount not-to-exceed \$4,069,944.47 for FY22 (07/01/21-06/30/22).

APPROVED AS TO FORM:

*A. Wheeler*  
Angela Wheeler, Flint 10, 2021 12 20 EST.

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

*Robert J.F. Widigan*  
Robert J.F. Widigan, Flint 10, 2021 12 20 EST.

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

*Clyde D. Edwards*  
CLYDE D EDWARDS BY 10, 2021 12 24 EST.

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

*Eric Mays*  
Eric Mays, City Council President

APPROVED AS TO PURCHASING:

*Lauren Rowley*

Lauren Rowley  
Purchasing Manager



RESOLUTION NO.: 220346

PRESENTED: AUG 17 2022

ADOPTED: AUG 22 2022

PROPOSAL# 21000572

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SORENSON GROSS FOR DORT PUMP STATION REHABILITATION,  
CHANGE ORDER #2**

WHEREAS, The Division of Purchases and Supplies solicited proposals for the rehabilitation of the Dort Pump Station, a project for the Water System Infrastructure Improvements for the Nation (WIIN) and Sorenson Gross, 3407 Torrey Road Flint, MI was the low bidder from (20) solicitations for said requirements based on highest score and lowest price.

WHEREAS, Flint City Council approved the issuance of the contract with Sorenson Gross for this project via Resolution #210103 on March 15, 2021 for an amount not-to-exceed \$3,649,397.00.

WHEREAS, Flint City Council approved Change Order #1 to Sorenson Gross for this Project via Resolution #210580 On January 10, 2022 for an amount not-to-exceed \$420,547.47.

WHEREAS, The Water Plant is requesting additional funding for Change Order #2, as it was discovered during additional services, a replacement of the discharged header within the northern dry well for pumps (1) and (2) is required. The total cost of this Change Order #2 is not-to-exceed \$299,225.00, for a total contract price for this project not-to-exceed \$4,369,169.47.

Funding will come from the following account(s):

Account Number	Account Name/Grant Code	Amount
496-536.802-802-076	Dort Pump Station FEPA18WIIN-1	\$ 299,225.00
<b>FY23 GRAND TOTAL</b>		<b>\$299,225.00</b>

IT IS RESOLVED, That the Appropriate City Officials are hereby authorized to enter into Change Order #2 of the Contract with Sorenson Gross Construction for the Dort Pump Station Rehabilitation Project, in an amount not-to-exceed \$299,225.00 for FY23 (07/01/22-06/30/23), for an aggregate grand total amount not-to-exceed \$4,369,169.47.

APPROVED AS TO FORM:

*William Kim*  
William Kim, City Attorney

APPROVED AS TO FINANCE:

*Robert J.F. Widigan*  
Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

*Clyde D. Edwards*  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED BY  
CITY COUNCIL

APPROVED AS TO PURCHASING:

*Lauren Rowley*  
Lauren Rowley, Purchasing Manager

*[Signature]*  
AUG 22 2022



230302



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

PRESENTED: SEP - 6 2023

ADOPTED: SEP 25 2023

**BY THE CITY ADMINISTRATOR  
RESOLUTION TO SORENSEN GROSS FOR CHANGE ORDER #3 FOR DORT PUMP  
STATION REHABILITATION**

WHEREAS, The Division of Purchases and Supplies solicited proposals for the rehabilitation of the Dort Pump Station, a project for the Water System Infrastructure Improvements for the Nation (WIIN) and Sorensen Gross, 3407 Torrey Road, Flint, MI, was the lowest bidder from twenty (20) solicitations for said requirements

WHEREAS, Flint City Council approved Resolution #210103 to enter into a contract with Sorensen Gross on March 25, 2021, in an amount not to exceed \$3,649,397.00

WHEREAS, Flint City Council approved Resolution #210580 Change Order #1 on January 10, 2022, in the amount of \$420,547.47 for a total contract amount not to exceed \$4,069,944.47.

WHEREAS, Flint City Council approved Resolution #220346 Change Order #2 on August 22, 2022, in the amount of \$299,225.00 for a total contract amount not to exceed \$4,369,169.47.

WHEREAS, The Water Plant is requesting additional funding for Change Order #3, as it was discovered during inspection, vibration coming from the flow meter. The following services are required to complete the project: disconnect and reconnect electrical to roof exhaust fans, sandblast and paint existing steel lids, yellow striping at the motor base, an ultrasonic clamp on the flow meter, and survey for the flow meter. The total cost of Change Order #3 is not to exceed \$30,222.00, for a total contract price not to exceed \$4,399,391.47

GL/ACCOUNT #	ACCOUNT NAME /GRANT CODE	AMOUNT REQUESTED
496-536.802-802.076	Dort Pump Station/FEPA18WIIN-1	\$30,222.00
	<b>FY2024 TOTAL</b>	<b>\$30,222.00</b>

IT IS RESOLVED that the Appropriate City Officials are hereby authorized to enter into Change Order #3 of the contract with Sorensen Gross for the Dort Pump Rehabilitation Project, in an amount not to exceed \$30,222.00 for FY24(07 01 23-06 30 24) for an aggregate grand total amount not to exceed \$4,399,391.47

APPROVED AS TO FORM:

William Kim, City Attorney

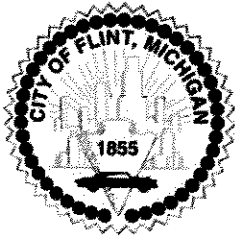
APPROVED AS TO FINANCE:

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



RESOLUTION NO.: 240282

PRESENTED: 7-17-2024

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DEERE CREDIT, INC. FOR EQUIPMENT LEASES**

**WHEREAS**, The Fleet Services Division leases heavy equipment as part of the fleet maintenance & replacement program; the Fleet Services Division currently has two (2) pieces of heavy equipment requiring lease payment to Deere Credit for FY25 - one being a Backhoe utilized by Water Pollution Control and one being a Front-End Loader utilized by Street Maintenance.

**WHEREAS**, the Fleet Services Division is recommending these annual lease payments for Deere Credit to be paid in an FY25 amount of \$76,759.25.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
661-229.000-940.000	RENTALS	\$76,759.25
	<b>FY2025 TOTAL</b>	<b>\$76,759.25</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Deere Credit, Inc. for Fleet leased heavy equipment during FY25 (07/01/24 – 06/30/25) in an amount not to exceed \$76,759.25.

**APPROVED AS TO FORM:**

*William Kim*  
William Kim (Jul 5, 2024 08:02 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

*Phillip Moore*  
Phillip Moore (Jul 5, 2024 07:37 EDT)

**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

*CLYDE D EDWARDS / A0245*  
CLYDE D EDWARDS / A0245 (Jul 8, 2024 11:38 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:** 7/2/2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** *Lease Payments for Heavy Equipment*

**PREPARED BY:** *Christine Tagg, Fleet Services*

**VENDOR NAME:** *Deere Credit, Inc*

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting a purchase order be issued for FY25 in the amount of \$76,759.25 to make multiple lease payments during FY25 for two (2) pieces of heavy equipment being used by Water Pollution Control and Street Maintenance. Final payment - 5 of 5 - for Unit 6092 and final payments - 4 of 5 and 5 of 5 - for Unit 7910 (payment 4 of 5 scheduled for FY24 but not paid to due late receipt of invoice).

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

GL 661-229.000-940.000  
Resolutions 230262, 210362, 190027  
Unit 6092 – 5 Lease Payments of \$18,506.41 + Property Tax  
Unit 7910 – 5 Lease Payments of \$26,442.59 + Property Tax

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

This equipment enables the Street Maintenance department to perform work on roadways, sidewalks and other areas as needed for the safety and convenience of City residents and businesses.



# CITY OF FLINT STAFF REVIEW FORM

### FINANCIAL IMPLICATIONS:

NTE \$76,759.25 in FY25, GL 661-229.000-940.000

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Rentals	661-229.000-940.000		\$76,759.25
<b>FY25 GRAND TOTAL</b>				<b>\$76,759.25</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250008757

ACCOUNTING APPROVAL: Christine Tagg  
Christine Tagg (Jul 2, 2024 09:18 EDT) Date: 7/2/2024

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: Marquita Blair  
Marquita Blair (Jul 2, 2024 09:20 EDT)  
*(Marquita Blair, Fleet Administrator)*



230262

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

AUG - 9 2023

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

AUG 14 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DEERE CREDIT, INC. FOR EQUIPMENT LEASES**

WHEREAS, The Fleet Services Division leases heavy equipment as part of the fleet maintenance & replacement program; the Fleet Services Division currently has four (4) pieces of heavy equipment requiring lease payment to Deere Credit for FY24; said equipment being utilized by Water and Sewer Distribution, Water Pollution Control, and Streets Maintenance divisions.


WHEREAS, the Fleet Services Division is recommending these annual lease payments for Deere Credit to be paid in an FY24 amount of \$118,687.48.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
661-229.000-940.000	RENTALS	\$118,687.48
	<b>FY2023 TOTAL</b>	<b>\$118,687.48</b>

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Deere Credit, Inc. for Fleet leased heavy equipment during FY24 (07/01/23 – 06/30/24) in an amount not to exceed \$118,687.48.

APPROVED AS TO FORM:

  
William Kim (Jul 18, 2023 09:48 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Jul 18, 2023 10:23 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Jul 18, 2023 12:14 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last) City of Flint			
STREET or RR 702 W. 12th Street			
CITY Flint	STATE MI	ZIP CODE 48502	COUNTY Genesee
PHONE NUMBER		EMAIL ADDRESS	
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER		EMAIL ADDRESS	

DEALER NAME AND ADDRESS			
DEALER NAME AIS Construction Equipment Corp.			Dealer Account No.: 17-8022
STREET or RR 56555 Pontiac Trail			
CITY New Hudson	STATE MI	ZIP CODE 48165	Date of Order: 3/31/2020
Dealer Order No.:		TYPE OF SALE: LEASE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE:	
Add purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.: 53715	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accepted <input checked="" type="checkbox"/> Rejected   _____ (Initials)	LOCATION OF FIRST WORKING USE: County Genesee   City Flint	STATE MI	COUNTY CODE 049
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Ultimate Uptime Package Purchased:    Yes    No   \_\_\_\_\_ Initials

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price	
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	544L Wheel Loader	5	1DW544LHCLF706957	\$177,849.00	
					As per quote dated 1/14/2020				
					On 5 Year Governmental Operating Lease				
					w/ 5 Annual Payments of \$26,442.59 Each				
								(1) TOTAL CASH PRICE	\$177,849.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
				(2) TOTAL TRADE-IN ALLOWANCE
				(3) BALANCE (1-2)      \$177,849.00
				(4) SALES TAX    RATE _____ %      \$0.00
				(5) ADDITIONAL FEES
				(6) SUBTOTAL (3 & 4 & 5)      \$177,849.00
				(7) RENTAL APPLIED
				(8) CASH WITH ORDER
				(9) BALANCE DUE (6-(7 & 8))      \$177,849.00

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

Reset Form

Print Form

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/mactool/ordiesel/ordiesel.htm>.

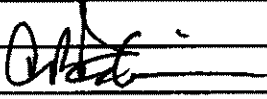
**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. **PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

**TERMS & CONDITIONS VERIFICATION STATEMENT**

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version \_\_\_\_\_ (Initials) \_\_\_\_\_ and understands its terms and conditions.

Purchaser (First Signer) _____	City of Flint	Signature _____	Date 3/31/2020
Purchaser (Second Signer) _____		Signature _____	Date _____
Dealer Representative _____		Signature 	Date _____
Salesperson Chris Robinson		Signature _____	Date 3/31/2020

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: 7/7/2020	Purchaser Signature:
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## **STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada**

- **Construction, Forestry & Compact Construction Equipment (CCE) Products\***: 12 months Full Machine Standard Warranty
- **\* Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURAL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

### **A. STANDARD WARRANTY - GENERAL PROVISIONS**

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

### **B. WHAT IS COVERED BY STANDARD WARRANTY -**

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

### **C. EXCLUSIVE REMEDY -**

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other



person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

#### D. ITEMS COVERED SEPARATELY -

1. **Standard Warranty** does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

## **E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

## **F. TERMINATION OF WARRANTY-**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

## **G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### **H. TELEMATICS**

**NOTICE:** Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

#### **I. OBTAINING WARRANTY SERVICE -**

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

#### **J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -**

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

#### **K. NO DEALER WARRANTY -**

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

#### **L. USED JOHN DEERE PRODUCTS ONLY -**

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

6092



# JOHN DEERE FINANCIAL

Deere Credit, Inc.  
PO Box 6600  
Johnston, IA 50131-6600

CITY OF FLINT  
PO BOX 246  
FLINT, MI 48501-0246

Co-Obligor or Guarantor:

See Contract for Details

Dear CITY OF FLINT,

Thank you for choosing John Deere Financial. We appreciate your business and the opportunity to be your trusted financial resource. We are committed to understanding your business, and providing the flexible financing solutions and customer service to accommodate your needs in good and challenging times. Please review and retain the enclosed insert filled with helpful information and tools to get the most from your John Deere Financial experience.

This letter is confirmation that your lease contract described below has been accepted by John Deere Financial and your account is setup. This is not an invoice.

The account number is 030-0063090-016

The details for this transaction include:

LEASE TERM START DATE	07 July 2020
LEASE TERM END DATE	07 July 2025
FIRST PAYMENT DUE DATE	07 July 2020
NUMBER OF PAYMENTS	5

LEASED EQUIPMENT				
QTY.	NEW/ USED	MFR.	MODEL	EQUIPMENT DESCRIPTION
1	NEW	JD	544L	544L WHEEL LOADER
PRODUCT ID NO. 1DW544LHCLF706957				

Equipment Location:  
1101 S SAGINAW ST  
FLINT, MI 48502-1420

You can easily manage your account or make a payment online by using MYJDFACCOUNT.COM.

If you prefer to mail a payment, please include your account number on the check and mail to:  
John Deere Financial, PO Box 4450, Carol Stream, IL 60197-4450

For additional questions, please contact our Customer Service Representatives at 1-800-771-0681.

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**CERTIFICATE OF COVERAGE - ULTRAGARD PHYSICAL DAMAGE INSURANCE**

***UltraGard: The Ultimate in Physical Damage Protection!***

This certifies that the equipment with an amount shown as "INSURANCE PREMIUM" on the accompanying schedule, for which Deere & Company, Deere Credit Inc., or John Deere Construction & Forestry Company (collectively referred to as John Deere Financial) holds the borrower's, purchaser's, or lessee's (the certificate holder's) contract, with the number shown above, is insured under a policy of physical damage insurance issued by Sentry Select Insurance Company (a stock company), Stevens Point Wisconsin, insuring John Deere Financial's interest, the John Deere dealer's interest and the certificate holder's interest in covered property except as provided elsewhere in this certificate. The insurance shall begin on the earlier of the "INSURANCE EFFECTIVE DATE" in the schedule or date certificate holder takes possession of the covered property and shall terminate, without additional notice when the first of the following occur: (1) Certificate holder's indebtedness to John Deere Financial is discharged (unless certificate holder continues voluntary payments, acceptable to John Deere Financial and us outside bankruptcy) or early termination of the lease agreement; (2) John Deere Financial's security interest in covered property terminates; (3) John Deere Financial or John Deere Financial's designee repossesses covered property; (4) A judgment is entered against the certificate holder on the certificate holder's debt or lease, in favor of John Deere Financial, its assigns or successors, or (5) The "INSURANCE EXPIRATION DATE" shown in the note or lease acceptance form.

This Certificate of Coverage is not a contract of insurance, does not affirmatively or negatively amend, extend or alter the coverage provided by the policy described above and John Deere Financial is not acting as an insurer. The rights of the certificate holder are described in the Certificate of Coverage and based on the policy indicated above issued by Sentry Select Insurance Company (we, us, or our). Certificate holder may request from us, in writing, a copy of the policy on which this certificate is based or view at Deere & Company, 1 John Deere Place Moline Illinois. In the case of loss or damage to covered equipment from a covered cause of loss, the certificate holder must notify Sentry Select Insurance Company as soon as practicable by calling toll free (800) 373-6879. Certificate holder will cooperate with Sentry Select Insurance Company and comply with all Duties In The Event Of Loss Or Damage, including filing of a completed sworn Proof of Loss within 60 days of our request. Failure to do so will void coverage for the certificate holder's interest in the damaged covered property under this policy.

**THE FOLLOWING POLICY TERMS DO NOT APPLY UNLESS a certificate of coverage UltraGard physical damage insurance applies and an insurance premium has been paid. This insurance does not apply to repair or overhaul loan contracts.**

**WARNING: Purchasing this coverage may void or limit other insurance such as a homeowners, farmowners, fire or inland marine policy covering your contents. Please read any such policies you have.**

**THE CERTIFICATE OF COVERAGE HOLDER HAS 15 DAYS FROM THE DATE THE CERTIFICATE OF COVERAGE IS RECEIVED TO RETURN IT AND CANCEL COVERAGE WITHOUT EARNED PREMIUM. Making a claim for loss or damage to covered property during this 15 day review period shall mean this coverage has been accepted.**

The following is a brief summary of the coverages provided under the physical damage coverage provided by Sentry Select Insurance Company.

**COVERAGE**

Coverage is provided for the equipment, listed as SECURITY on the front of this contract, for loss or damage from a covered cause of loss. Covered causes of loss means risk of direct physical loss or damage except as excluded below.

If SECURITY INCLUDES software programs (such as AutoTrack) for Greenstar, similar GPS systems, or the control system, and you have a loss to the program due to direct physical loss or damage to the Greenstar, GPS system, receiver or control module from a covered cause of loss, and the serial number or other identification number of those systems has been lost or destroyed preventing accurate identification of the covered unit, we will pay the subscription cost to download the replacement described software.

**EXCLUSIONS**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributed concurrently or in any sequence to the loss or damage from a single event: (a) Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Policy. (b) Any weapon employing atomic fission or fusion; or nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by resulting fire if the fire would be covered under this Policy. (c) War, including undeclared or civil war; warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a loss or damage caused by or resulting from any one of the following: (a) Delay, loss of use, loss of market, or, except as indicated in the Coverage paragraph, any other consequential loss. (b) Unexplained disappearance (except property in the custody of carriers for hire) or shortage found upon taking inventory. (c) Wrongful conversion or other dishonest acts by the certificate holder, certificate holder's employees, or authorized representatives; anyone else with an interest in the property or their employees or authorized representatives; or anyone else to whom the property is entrusted, except carriers for hire. This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment. (d) Voluntary parting with any property by the certificate holder, or anyone else entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense. (e) Collision, upset or overturn of covered property to the extent of any loss or damage to the wheels, rims, inner tubes, tires, or rubber tracks of covered property. But, we will pay for loss or damage to wheels, rims, inner tubes, tires, or rubber tracks if the same accident causes other covered loss or damage to the same piece of covered property.

3. We shall not pay for a loss or damage caused by or resulting from any of the following. But if loss or damage by a covered cause of loss results, we will pay for that resulting loss or damage: (a) Faulty material or faulty workmanship in repairing, adjusting, servicing or maintenance operations. (b) Normal wear and tear, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, corrosion, rust or dampness. (c) Overheating or freezing of any mechanical system except while in the custody of a carrier for hire.

**DEDUCTIBLE**

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the deductible. For cotton pickers, and for cotton stripper models that separate, collect, bale, or off-load cotton, the deductible for loss or damage from fire is the larger of \$5,000 or 3% of the purchase price (prior to trade in or other allowances), and \$5,000 for other covered causes of loss. For other covered property the deductible is based on use at the time of the loss and is \$500 for agricultural use or \$1,000 for commercial or industrial use. We will pay the amount of the adjusted loss in excess of the deductible up to the maximum recovery under the Valuation section of this certificate.

## VALUATION

The most we will pay for loss or damage to covered property, determined at the time of loss, will be the lesser of the following amounts: (a) The actual cash value of that property. Actual cash value means the amount, at the time of loss or damage, that it would cost to repair or replace covered property with material of like kind and quality less allowance for physical deterioration and depreciation, including obsolescence. (b) The cost of reasonably restoring that property to its condition immediately before loss or damage or replacing the equipment with substantially identical equipment. (c) The original selling or lease price of covered property or the stated value of equipment used as additional collateral.

Any of the certificate holder's, John Deere Financial's, the certificate holder's John Deere dealer's or our acts in recovering, saving, and preserving the covered property shall be considered as done for the benefit of all concerned and without prejudice to the rights of any party. Any expenses for such acts shall be recoverable under this policy provided such costs are reasonable and customary.

In the event of loss or damage to any part of a pair or set, we may repair or replace any part to restore the pair or set to its value before the loss or damage or pay the difference between the value of the pair or set before and after the loss. In the case of loss or damage to any part of covered property consisting of multiple parts, we will only pay the value for the lost or damaged part.

## APPRAISAL

If we and the certificate holder, John Deere Financial, or the certificate holder's John Deere dealer disagree on the value of the covered property or the amount of the loss or damage, any of the listed parties may make a written demand for an appraisal. In this event, each party will select a competent and impartial appraiser. The appraisers will then select an umpire. If they cannot agree, any of the listed parties may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of the loss or damage. If they fail to agree, they will submit their differences to the umpire. The decision of the umpire will be binding to all parties. Each party will pay its chosen appraiser and bear the other expenses of the appraisal and umpire equally. If there is an appraisal, we will still retain our right to deny the claim. For Nebraska certificate holders, all parties must agree to appraisal. For South Dakota certificate holders, no party may demand an appraisal, and even if performed as agreed by all parties, the outcome and result is nonbinding.

## DUTIES IN THE EVENT OF LOSS OR DAMAGE

In addition to the duties outlined in the front of this Certificate of Coverage, in the event of loss or damage to covered property, the certificate holder must also: (a) Notify the police if a law may have been broken, (b) Give us a description of covered property involved as well as how, when, and where the loss or damage occurred; and (c) Permit us to inspect the property and records proving the loss or damage. (d) Send us, as soon as practicable, any legal papers or notices received concerning the loss or damage; (e) Take reasonable steps to protect covered property from further damage and if possible separate damaged property and keep in good order for examination; (f) Permit us to question certificate holder under oath about the claim, including reviewing certificate holder's books and records, as may be reasonably required. Certificate holder's answers must be signed.

## CONCEALMENT, MISREPRESENTATION OR FRAUD

Coverage for the certificate holder under this Certificate of Coverage is void in the case of fraud or if the certificate holder intentionally conceals or misrepresents a material fact at any time concerning the coverage provided, covered property, holder's interest in the covered property, or a claim presented under this Certificate of Coverage. For Vermont certificate holders, we may not void coverage, however, may use as a basis to deny the claim or cancel the certificate. This condition does not apply to Nebraska certificate holders.

## OTHER INSURANCE

If the certificate holder has any other insurance coverage for the property covered by this Certificate of Coverage, this coverage will apply in excess of the other collectible insurance. (Does not apply to Illinois certificate holders where we will share proportionally with the other insurance)

## LEGAL ACTION AGAINST US

No one may bring a legal action against us under this policy unless there has been full compliance with the terms of this policy. The certificate holder must bring any legal action within one year, or the shortest time required by state law, from the date of the loss or damage. For Illinois certificate holders, the time in which suit may be brought is extended by the number of days between date proof of loss is filed and the date the claim is denied in whole or in part. For South Dakota certificate holders, the first sentence of this paragraph does not apply and the second sentence is revised to allow 6 years for legal action. For Vermont certificate holders, the right to bring legal action against us is not conditioned upon your compliance with the provisions of the Appraisal Condition.

## LOSS PAYMENT

We will pay for or make good any loss or damage covered under the policy within 30 days (10 working days for Vermont and 15 working days for West Virginia) after (a) Agreement has been reached on the amount of loss or damage; (b) The entry of a final judgment, or (c) The filing of an appraisal award. We will not be liable for any part of a loss or damage that has been paid or is made good by others. If we are covering the certificate holder's interest in covered property, we will adjust the loss with the certificate holder. We will pay any claim for loss or damage, at John Deere Financial's option, to John Deere Financial, for the account of all parties with a covered interest in covered property, or to the certificate holder and the repair facility.

## CANCELLATION

The certificate holder may cancel their Certificate of Coverage by mailing or delivering to John Deere Financial a written request to cancel the Certificate of Coverage. If approved John Deere Financial will notify us. If the Certificate of Coverage is cancelled, as soon as practicable, we will send John Deere Financial any pro rata premium refund due for the account of the certificate holder. Cancellation will be effective even if we have not made or offered a refund.

## TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss or damage to impair them.

## REINSTATEMENT OF LIMITS AFTER LOSS OR DAMAGE

This coverage will not be reduced by the payment of any claim except for total loss to a piece of covered property, in which event we will refund the unearned premium on that item to John Deere Financial for the account of all interests. Total loss applies when the cost to repair or replace plus any salvage value exceeds the actual cash value, purchase or lease price, or stated value of covered property.

## COVERAGE TERRITORY

Coverage only applies to covered property wherever located within or while in transit between locations in the United States of America or the Dominion of Canada.



**JOHN DEERE  
FINANCIAL**

PO 20-002397

6092  
ALP 7/29/20

**Advance Lease Payment Invoice**

<b>Due Date:</b>	07/07/2020
<b>Total Due:</b>	\$26,442.59

<b>Billing Address:</b>	<b>Updated Billing Information:</b>
CITY OF FLINT PO BOX 246 FLINT, MI 48501-0246	

**Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.**

<b>Master Lease Agreement Number</b>		0063090						
<b>App #</b>	<b>Mfg.</b>	<b>Model #</b>	<b>Serial Number</b>	<b>Due Date</b>	<b>Rental/Tax Amount</b>	<b>Security Deposit</b>	<b>Origination Fee</b>	<b>Advance Lease Payment</b>
217555	JD	544L	1DW544LHCLF70 6957	07/07/2020	\$26,442.59	\$0.00	\$0.00	\$26,442.59

<b>Correspondence Only:</b>	<b>Remit Checks Payable To:</b>
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600  Phone: (800) 771-0681 – select "lease" prompt Fax: (800) 254-0020 Lease Issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

**TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.**

**STAPLE ADVANCE LEASE PAYMENT CHECK HERE**

**Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.**

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM



JP Morgan Chase  
Flint, MI 48502-1650

CITY OF FLINT  
COMMERCIAL ACCOUNT 74-1292/724  
FLINT MI 48502

00000186244  
07/31/2020

Pay This Amount \$26,442.59 \*\*\*

Void After 90 Days

\*\*\*TWENTY-SIX THOUSAND FOUR HUNDRED FORTY-TWO AND 59/100 DOLLARS\*\*\*\*\*

Pay AIS CONSTRUCTION EQUIP&CONTRACTORS  
To The OR DEERE CREDIT  
Order Of PO BOX 6600  
JOHNSTON IA 50131-6600

*Amanda Juzillo*  
CITY TREASURER

⑈0186244⑈

⑆072000326⑆

937809507⑈

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 07/14/2010 BY 60322 UCBAW/STP/STP

Vendor ID 0000000003  
AIS CONSTRUCTION EQUIP&CONTRACTORS  
OR DEERE CREDIT  
PO BOX 6600  
JOHNSTON IA 50131-6600

CITY OF FLINT  
1101 S SAGINAW ST  
FLINT MI 48502

Check Date: 07/31/2020

Check No 00000186244

HC	Invoice Number	Invoice Dat	Voucher ID	Gross Amount	Discount Available	Paid Amount
JD	0063090 APP#217555	07/07/2020	388796	26,442.59		26,442.59

Check Numbe	Date	Total Amount	Late Interest	Discounts Taken	Total Paid Amount
00000186244	07/31/2020	26,442.59		0.00	26,442.59

For Accounts Payable Information: Phone (810) 766-7263





# JOHN DEERE FINANCIAL

## Lease Schedule

Lease Schedule No.	030-0063090-016
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

### LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
07/07/2020	07/07/2025	5	\$26,442.59	\$0.00	\$26,442.59	\$78,220.32

\*If part of the regular scheduled lease payment

### RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

### PAYMENT TERMS

### PAYMENT DUE AT SIGNING

Due Date	1 <sup>st</sup> Payment Due Date	Discount Rate	Advance Lease Payment**	\$26,442.59
07	07/07/2020	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$26,442.59
	**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)			

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Hourly Charges.** You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

**Purchase Option.** You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

**Renewal Term.** If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

**Miscellaneous.** You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.



**JOHN DEERE**  
FINANCIAL

**Physical Damage/Liability Insurance**

Lease Schedule No.	030-0063090-016
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	<b>CITY OF FLINT</b> 1101 S SAGINAW ST. FLINT, MI 48502-1420
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**LIABILITY INSURANCE** on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency \_\_\_\_\_ Phone Number of Agency: \_\_\_\_\_

Mailing Address of Agency \_\_\_\_\_ Fax Number of Agency \_\_\_\_\_

**PHYSICAL DAMAGE INSURANCE** on the Schedule will be provided by the following agency:

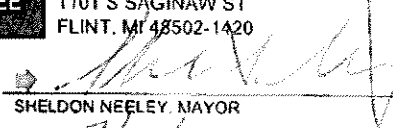

Name of Agency \_\_\_\_\_ Phone Number of Agency: \_\_\_\_\_

Mailing Address of Agency \_\_\_\_\_ Fax Number of Agency \_\_\_\_\_

If an insurance certificate is available, it should be provided in place of the above information

**ADDITIONAL INSURED and LOSS PAYEE:**  
Deere Credit, Inc.  
Its Successors &/or Assigns  
6400 NW 86<sup>th</sup> St  
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

<b>LESSEE</b>	<b>CITY OF FLINT</b> 1101 S SAGINAW ST FLINT, MI 48502-1420
By: 	
Date: 	

**Office Use Only**

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



**JOHN DEERE  
FINANCIAL**

**Property Tax Acknowledgment**

Lease Schedule No.	030-0063090-016
Master Lease Agreement No.	0063090

**Lessee:** (Name & Address) **CITY OF FLINT**  
1101 S SAGINAW ST, FLINT, MI 48502-1420

**Lessor:** **DEERE CREDIT, INC.**  
6400 NW 86<sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

1101 S SAGINAW ST  Check here if OUI SIDE city limits  
Street Address

FLINT MI 48502-  
City State Zip GENESEE  
County

**PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:**

\_\_\_\_\_  
Street Address  Check here if OUTSIDE city limits

\_\_\_\_\_  
City State Zip County

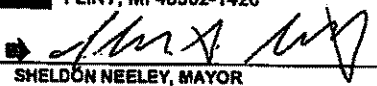
Check here if Sales/Use Tax Exempt  Check here if Property Tax Exempt

**Equipment Usage:** \_\_\_\_\_

**Percentage of Time:** \_\_\_\_\_

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

**LESSEE** **CITY OF FLINT**  
1101 S SAGINAW ST  
FLINT, MI 48502-1420

By:   
SHELDON NEELEY, MAYOR

Date: 7-17-20





# JOHN DEERE FINANCIAL

## Equipment Return Provisions

Lease Schedule No.	030-0063090-016
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF FLINT, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical.**
  - A. Computer systems or safety and emission control equipment not in proper working order.
  - B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
  - C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
  - D. Any air filters not within manufacturer's specifications.
  - E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
  - F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
  - G. Any lubricant, water or A/C seal leaks.
2. **Exterior.**
  - A. Dents larger than 2 inches in diameter.
  - B. Excessive number of dents or scratches.
  - C. Any scratch 8" or longer that reaches the metal skin.
  - D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
  - E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
  - F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
  - G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
  - H. All frame damage and substandard frame repairs.
  - I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
3. **Cab/Operator Platform.**
  - A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
  - B. Unclean condition of operator environment.
  - C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.
4. **General.**
  - A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
  - B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
5. **Other.**
  - A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
  - B. The Equipment must be cleaned prior to its return.
  - C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.
6. **Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
7. **Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

<b>LESSEE</b>	<b>CITY OF FLINT</b> 1101 S SAGINAW ST FLINT, MI 48502-1420
By:	_____
	SHELDON NEELEY, MAYOR
Date:	_____

<b>LESSOR</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	_____
Date: _____	_____



**JOHN DEERE  
FINANCIAL**

**Delivery and Acknowledgment**

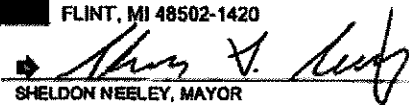
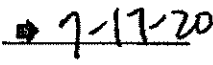
Lease Schedule No.	030-0063090-016
Master Lease Agreement No.	0063090

<b>Lessee:</b> <small>(Name &amp; Address)</small>	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

<p><b>LESSEE</b></p> <p><b>CITY OF FLINT</b> 1101 S SAGINAW ST FLINT, MI 48502-1420</p> <p>By:  SHELDON NEELEY, MAYOR</p> <p>Date: </p>	<p><b>LESSOR</b></p> <p><b>DEERE CREDIT, INC.</b> 6400 N.W.86<sup>th</sup> STREET, PO BOX 6600 JOHNSTON, IA 50131-6600</p> <p>By: _____</p> <p>Date: _____</p>
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## John Deere Financial Direct Pay-Recurring Enrollment

**For Credit Card accounts and Installment Loans**

**Fax 800-826-9527**

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

**Lease**

**Fax to 800-254-0020**

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

**Eligibility**

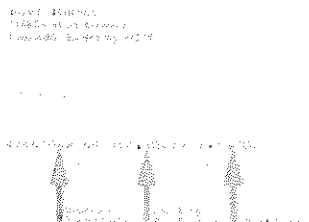
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

**How to Enroll**

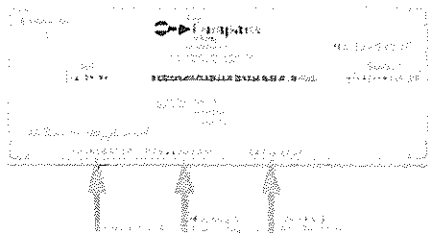
Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts the account information is located similar to the sample business or personal checks below.

**Sample Personal Check**



**Sample Business Check**



**JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM**

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name \_\_\_\_\_

John Deere Financial Account Number \_\_\_\_\_

Bank City & State \_\_\_\_\_

Name on John Deere Financial Account \_\_\_\_\_

Name on Bank Account \_\_\_\_\_

Social Security Number/Federal Tax ID \_\_\_\_\_

9 digit Bank Routing and Transit # \_\_\_\_\_

Type of Account:  Checking  Savings

Bank Account Number \_\_\_\_\_

I request Direct Pay Recurring to begin with my payment due \_\_\_\_/\_\_\_\_/\_\_\_\_.

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Bank Account Owner Phone Number \_\_\_\_\_



**Claim for Exemption of  
State and Local Sales/Use Tax for  
Municipal and Tribal Entities**

**Seller**

Name: Deere Credit Inc.

Address: 6400 NW 86<sup>th</sup> St. Johnston, IA 50131

**Purchaser**

Name: CITY OF FLINT

Address: 1101 S SAGINAW ST, FLINT, MI 48502

ID Number (If Applicable): \_\_\_\_\_

Exemption Number (if applicable): \_\_\_\_\_

**Description of Item Being Purchased**

Quantity	Year	Make	Model	Equipment Description
1	2020	JD	544L	WHEEL LOADER

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

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

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Version 2 updated March 27 2018

190027

(Bid #19000015)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 2-6-19

ADOPTED: 2-11-2019

**RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR THE LEASE OF TWO JOHN DEERE BACKHOE TRACTORS AND ONE FRONT END WHEEL LOADER**

BY THE CITY ADMINISTRATOR:


**RESOLUTION**

The Fleet Department is requesting the issuance of a purchase order to lease two John Deere backhoe tractors and one front end wheel loader; and

AIS Construction Equipment, 5655 Pontiac Trail, New Hudson, MI was the lowest vendor to submit a price and has submitted a cost to lease said equipment through the State of Michigan MiDeal program contract #071B7700090 and based upon the best financing lease/purchase option over five years with Deere Credit, Inc.. Funding for said services will come from the following account: 661-451.100-940.000; and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to AIS Construction Equipment for a five year lease of two John Deere backhoe tractors and one front end wheel loader in an annual amount not to exceed \$54,483.92 and an aggregate amount of \$272,419.60. If the City decides to purchase said equipment at the end of the lease, the additional purchase cost will be \$236,239.00 for a total purchase of \$508,658.60. (Fleet/Central Garage Fund) \$54,483.92 FY19, \$54,483.92 FY20, \$54,483.92 FY21, \$54,483.92 FY22. If final purchase is made, an additional \$428,473.00 will be in FY22.


APPROVED PURCHASING DEPT:

  
Bryan D. Bond  
Michigan Purchasing Manager

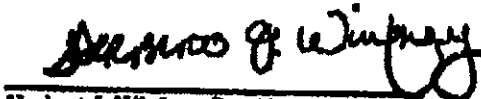
APPROVED AS TO FINANCE

  
Jeffrey Newsome  
Chief Financial Officer

APPROVED AS TO LEGAL:

  
Angela Whitaker  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, President  
City Council



**Customer Purchase Order for John Deere Construction and Forestry Products - USA**

<b>PURCHASER NAME AND ADDRESS (First Signer)</b>			
NAME (First, Middle, Last)			
City of Flint			
STREET or RR 702 W. 12th Street			
CITY Flint	STATE MI	ZIP CODE 48502	COUNTY Genesee
PHONE NUMBER		EMAIL ADDRESS	
<b>PURCHASER NAME AND ADDRESS (Second Signer)</b>			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER		EMAIL ADDRESS	

<b>DEALER NAME AND ADDRESS</b>			
DEALER NAME AIS Construction Equipment Corp.			Dealer Account No.: 17-8022
STREET or RR 56555 Pontiac Trail			
CITY New Hudson	STATE MI	ZIP CODE 48165	Date of Order: 3/31/2020
Dealer Order No.:		TYPE OF SALE: LEASE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 98 Undefined Government Use	
Add purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government			
PURCHASER IS: <input type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.: 53715	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accepted <input checked="" type="checkbox"/> Rejected _____(Initials)	LOCATION OF FIRST WORKING USE: County <u>Genesee</u> City <u>Flint</u>	STATE MI	COUNTY CODE 049
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Ultimate Uptime Package Purchased:					<input type="checkbox"/> Yes <input type="checkbox"/> No	_____ Initials		
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	John Deere 410L Backhoe	4	1T0410LXHLF386242	\$124,178.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As per quote dated 1/14/2020			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5 Year Governmental Operating Lease			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	with 5 Annual Payments of \$18,506.40 each			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Then return or purchase for \$54,528.00			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(1) TOTAL CASH PRICE								\$124,178.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.				
(2) TOTAL TRADE-IN ALLOWANCE				
(3) BALANCE (1-2)				\$124,178.00
(4) SALES TAX RATE _____ %				\$0.00
(5) ADDITIONAL FEES				
(6) SUBTOTAL (3 & 4 & 5)				\$124,178.00
(7) RENTAL APPLIED				
(8) CASH WITH ORDER				
(9) BALANCE DUE (6-(7 & 8))				\$124,178.00

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/marprofor/diesel/online.html>.


**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. **PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

**TERMS & CONDITIONS VERIFICATION STATEMENT**

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version \_\_\_\_\_ (Initials) \_\_\_\_\_ and understands its terms and conditions.

Purchaser (First Signer) City of Flint Signature \_\_\_\_\_ Date 3/31/2020  
 Purchaser (Second Signer) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Dealer Representative \_\_\_\_\_ Signature  Date \_\_\_\_\_  
 Salesperson Chris Robinson Signature \_\_\_\_\_ Date 3/31/2020

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: 7/28/2020	Purchaser Signature:
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## **STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada**

- **Construction, Forestry & Compact Construction Equipment (CCE) Products\***: 12 months Full Machine Standard Warranty
- **\* Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURALL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

### **A. STANDARD WARRANTY - GENERAL PROVISIONS**

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

### **B. WHAT IS COVERED BY STANDARD WARRANTY -**

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

### **C. EXCLUSIVE REMEDY -**

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

#### D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by StructurALL Warranty.**

Arm; Articulation Joint (incl. pins & bushings); Bln Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

## **E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

## **F. TERMINATION OF WARRANTY-**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

## **G. PARTS REPLACED UNDER WARRANTY -**

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### **H. TELEMATICS**

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

#### **I. OBTAINING WARRANTY SERVICE -**

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

#### **J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -**

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

#### **K. NO DEALER WARRANTY -**

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

#### **L. USED JOHN DEERE PRODUCTS ONLY -**

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**





APR 7-29-20

7910

PO 20-002397

### Advance Lease Payment Invoice

Due Date:	07/28/2020
Total Due:	\$18,506.41

<b>Billing Address:</b>	<b>Updated Billing Information:</b>
CITY OF FLINT PO BOX 246 FLINT, MI 48501-0246	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number	0063090
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App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
218240	JD	410L	1T0410LXHLF386 242	07/28/2020	\$18,506.41	\$0.00	\$0.00	\$18,506.41

<b>Correspondence Only:</b>	<b>Remit Checks Payable To:</b>
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600  Phone: (800) 771-0681 -- select "lease" prompt Fax: (800) 254-0020 Lease issues only	Deere Credit, Inc. Attn: Acct. Dept. -- ALP Processing PO Box 6600 Johnston, IA 50131-6600

**TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.**

**STAPLE ADVANCE LEASE PAYMENT CHECK HERE**

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM



JP Morgan Chase  
Flint, MI 48502-1650

CITY OF FLINT  
COMMERCIAL ACCOUNT 74-1292/724  
FLINT MI 48502

00000186245  
07/31/2020

Pay This Amount \$18,506.40 \*\*\*

Void After 90 Days

\*\*\*EIGHTEEN THOUSAND FIVE HUNDRED SIX AND 40/100 DOLLARS\*\*\*\*\*

Pay AIS CONSTRUCTION EQUIP&CONTRACTORS  
To The OR DEERE CREDIT  
Order Of PO BOX 6600  
JOHNSTON IA 50131-6600

*Amanda Trujillo*  
CITY TREASURER

⑈0186245⑈

⑆072000326⑆

937809507⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Vendor ID 0000000003  
AIS CONSTRUCTION EQUIP&CONTRACTORS  
OR DEERE CREDIT  
PO BOX 6600  
JOHNSTON IA 50131-6600

CITY OF FLINT  
1101 S SAGINAW ST  
FLINT MI 48502

Check Date: 07/31/2020

Check No 00000186245

HC	Invoice Number	Invoice Dat	Voucher ID	Gross Amount	Discount Available	Paid Amount
JD	0063090 APP#218240	07/28/2020	388817	18,506.40		18,506.40

Check Numbe	Date	Total Amount	Late Interest	Discounts Taken	Total Paid Amount
00000186245	07/31/2020	18,506.40		0.00	18,506.40

For Accounts Payable Information: Phone (810) 766-7263



# JOHN DEERE FINANCIAL

## Lease Schedule

Lease Schedule No.	030-0063090-017
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

### LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
07/28/2020	07/28/2025	5	\$18,506.41	\$0.00	\$18,506.41	\$54,528.00

\*If part of the regular scheduled lease payment

### RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

### PAYMENT TERMS

### PAYMENT DUE AT SIGNING

Due Date	1 <sup>st</sup> Payment Due Date	Discount Rate	Advance Lease Payment**	
28	07/28/2020	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$18,506.41
<b>Billing Period</b>	<b>Irregular Payments</b>		<b>Security Deposit</b>	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			<b>Total Due At Signing</b>	\$18,506.41
**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)				

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Hourly Charges.** You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

**Purchase Option.** You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

**Renewal Term.** If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 506 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

**Miscellaneous.** You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.





## Equipment Return Provisions

Lease Schedule No.	030-0063090-017
Master Lease Agreement No.	0063090

<b>Lessee:</b> <small>(Name &amp; Address)</small>	CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and CITY OF FLINT, as Lessee ("you" or "your"). Pursuant to Section 9 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical.**
  - A. Computer systems or safety and emission control equipment not in proper working order.
  - B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
  - C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
  - D. Any air filters not within manufacturer's specifications.
  - E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
  - F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
  - G. Any lubricant, water or A/C seal leaks.
2. **Exterior.**
  - A. Dents larger than 2 inches in diameter.
  - B. Excessive number of dents or scratches.
  - C. Any scratch 8" or longer that reaches the metal skin.
  - D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
  - E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
  - F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
  - G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
  - H. All frame damage and substandard frame repairs.
  - I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.
3. **Cab/Operator Platform.**
  - A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
  - B. Unclean condition of operator environment.
  - C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.
4. **General.**
  - A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
  - B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.
5. **Other.**
  - A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
  - B. The Equipment must be cleaned prior to its return.
  - C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.
6. **Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.
7. **Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (I) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (II) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

<b>LESSEE</b>	CITY OF FLINT 1101 S SAGINAW ST FLINT, MI 48502-1420
By:	SHELDON NEELEY, MAYOR
Date:	

<b>LESSOR</b>	DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	
Date: _____	



# Delivery and Acknowledgment

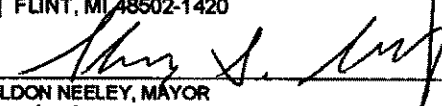
Lease Schedule No.	030-0063090-017
Master Lease Agreement No.	0063090

<b>Lessee:</b> <small>(Name &amp; Address)</small>	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

<b>LESSEE</b>	<b>CITY OF FLINT</b> 1101 S SAGINAW ST FLINT, MI 48502-1420
By: 	_____
Date: <u>7/30/00</u>	_____
	SHELDON NEELEY, MAYOR

<b>LESSOR</b>	<b>DEERE CREDIT, INC.</b> 6400 N.W.86 <sup>th</sup> STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By: _____	_____
Date: _____	_____



# Property Tax Acknowledgment

Lease Schedule No.	030-0063090-017
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

1101 S SAGINAW ST  Check here if OUTSIDE city limits  
 Street Address

FLINT MI 48502-1420 GENESEE  
 City State Zip County

**PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:**

Check here if OUTSIDE city limits  
 Street Address

City State Zip County

Check here if Sales/Use Tax Exempt  Check here if Property Tax Exempt

Equipment Usage:	
Percentage of Time:	

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

<b>LESSEE</b>	CITY OF FLINT 1101 S SAGINAW ST FLINT, MI 48502-1420
By:	SHELDON NEELEY, MAYOR
Date:	





**JOHN DEERE  
FINANCIAL**

**Physical Damage/Liability Insurance**

Lease Schedule No.	030-0063090-017
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

**LIABILITY INSURANCE** on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

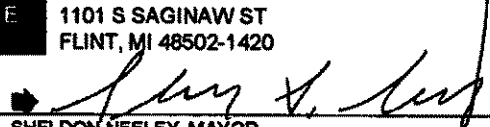
**PHYSICAL DAMAGE INSURANCE** on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

**ADDITIONAL INSURED and LOSS PAYEE:**  
Deere Credit, Inc.  
Its Successors &/or Assigns  
6400 NW 86<sup>th</sup> St  
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

<b>LESSEE</b>	<b>CITY OF FLINT</b> 1101 S SAGINAW ST FLINT, MI 48502-1420
By:	 SHELDON NEELEY, MAYOR
Date:	7/30/20

**Office Use Only**

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



# Advance Lease Payment Invoice

Due Date:	07/28/2020
Total Due:	\$18,506.41

<b>Billing Address:</b>  CITY OF FLINT PO BOX 246 FLINT, MI 48501-0246	<b>Updated Billing Information:</b>
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Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Lease Agreement Number		0063090						
App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Lease Payment
218240	JD	410L	1T0410LXHLF386 242	07/28/2020	\$18,506.41	\$0.00	\$0.00	\$18,506.41

<b>Correspondence Only:</b>  Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600  Phone: (800) 771-0681 – select "lease" prompt Fax: (800) 254-0020 Lease issues only	<b>Remit Checks Payable To:</b>  Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600
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**TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.**

**STAPLE ADVANCE LEASE PAYMENT CHECK HERE**

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

# John Deere Financial Direct Pay-Recurring Enrollment

## For Credit Card accounts and Installment Loans

Fax **800-826-9527**

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

## Lease

Fax to **800-254-0020**

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

### Eligibility

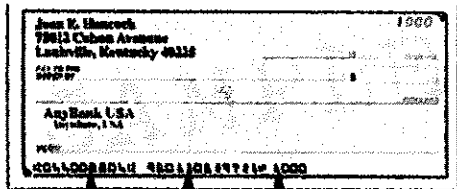
Your account with John Deere Financial must be current in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

### How to Enroll

Complete and sign the authorization form below. Please be sure to provide all information requested.

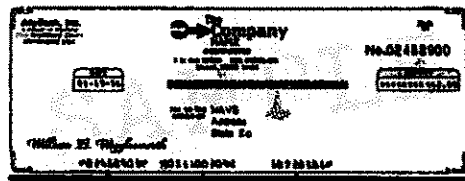
Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



↑ Savings & Transit Number    ↑ Checking Account Number    ↑ Check Number

Sample Business Check



↑ Check Number    ↑ Savings & Transit Number    ↑ Checking Account Number

### JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
John Deere Financial Account Number

\_\_\_\_\_  
Bank City & State

\_\_\_\_\_  
Name on John Deere Financial Account

\_\_\_\_\_  
Name on Bank Account

\_\_\_\_\_  
Social Security Number/Federal Tax ID

\_\_\_\_\_  
9 digit Bank Routing and Transit #

Type of Account:     Checking     Savings

\_\_\_\_\_  
Bank Account Number

I request Direct Pay Recurring to begin with my payment due \_\_\_\_/\_\_\_\_/\_\_\_\_

**I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.**

\_\_\_\_\_  
Bank Account Owner Signature    Date

\_\_\_\_\_  
Bank Account Owner Phone Number

# Claim for Exemption of State and Local Sales/Use Tax for Municipal and Tribal Entities

## Seller

Name: Deere Credit Inc.

Address: 6400 NW 86<sup>th</sup> St. Johnston, IA 50131

## Purchaser

Name: CITY OF FLINT

Address: 1101 S SAGINAW ST, FLINT, MI 48502-1420

ID Number (If Applicable): \_\_\_\_\_

Exemption Number (if applicable): \_\_\_\_\_

### Description of Item Being Purchased

Quantity	Year	Make	Model	Equipment Description
1	2020	JD	410L	BACKHOE LOADER

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

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

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Version 2 updated March 27 2018



# JOHN DEERE FINANCIAL

## Master Lease Agreement

Agreement No. 0063090

<b>Lessee:</b>	CITY OF FLINT 1101 S SAGINAW ST., FLINT, MI 48502-1420
<b>Lessor:</b>	DEERE CREDIT, INC. 6400 NW 86 <sup>TH</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600
This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.	

### TERMS AND CONDITIONS

- Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than \$25.00, we may retain such excess.
- Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of Certain Taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax return and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment, (2) you irrevocably authorize anyone in possession of that information to provide all of that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the original intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.  
Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.
- Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 9; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

### ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

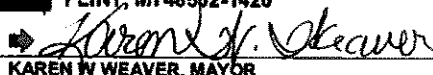
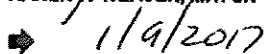
8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment, are not in default, and request a termination of a Schedule before the expiration of its Lease Term, you agree to pay us the Termination Value for each item of Equipment. Upon receipt of the Termination Value, we will transfer to you all of our right, title and interest in such item of Equipment.
9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.
10. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies, or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.
11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Lease is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Lease is deemed to be a secured transaction and not a lease in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.
12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.
13. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.
14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.
15. **Governing Law; Jurisdiction; Venue.** EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.
16. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

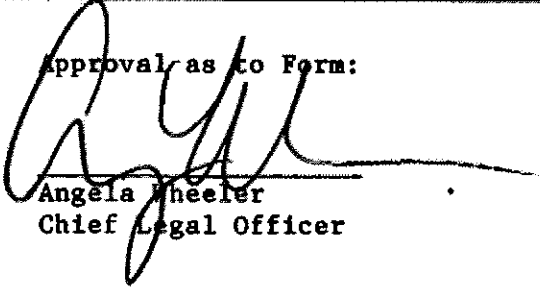
**ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT**

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

**17. Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

<p><b>THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.</b></p>	
<p><b>LESSEE</b>  <b>CITY OF FLINT</b>          1101 S SAGINAW ST          FLINT, MI 48502-1420</p>	<p><b>LESSOR</b>  <b>DEERE CREDIT, INC.</b>          6400 NW 86<sup>th</sup> ST, PO BOX 6600          JOHNSTON, IA 50131-6600</p>
<p>By:           KAREN W WEAVER, MAYOR</p>	<p>By: _____</p>
<p>Date:           1/9/2017</p>	<p>Date: _____</p>

Approval as to Form:  
  
 Angela Wheeler  
 Chief Legal Officer



# JOHN DEERE FINANCIAL

## AMENDMENT TO MASTER LEASE AGREEMENT

This Amendment to Master Lease Agreement (this "Amendment") amends and supplements that certain Master Lease Agreement No. 0063090 dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Lease") by and between **Deere Credit, Inc.** ("Lessor", "we", "us" or "our") and **City of Flint** ("Lessee", "you" or "your").

### RECITALS

**WHEREAS**, Lessee and Lessor desire to amend the terms and conditions of the Lease to further clarify certain provisions set forth therein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Lease.
2. Section 6 of the Lease is hereby deleted in its entirety and replaced with the following:

**"6. Insurance.**

6.1 Lessee, at its own expense, will either (a) carry public liability insurance having an endorsement for contractual liability on the Equipment with minimum liability limits in the amounts of \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$250,000 per occurrence for property damage, or (b) self-insure against any and all losses, claims, liabilities, demands and expenses whatsoever in connection with (i) any death or personal injury caused by the Equipment, and/or (ii) any property damage caused by the Equipment. Nothing contained herein shall be construed to require Lessee to indemnify or defend Lessor against any third-party claims against Lessor.

6.2 Lessee, at its own expense, shall either (a) self-insure against all risks of physical loss or damage to the Equipment for its actual cash value, or (b) keep the Equipment insured against all risk of physical loss or damage for no less than its actual cash value. Such insurance shall include a loss payable clause made out in favor of Lessor.

6.3 Lessee shall deliver to Lessor certificates or other evidence satisfactory to Lessor that insurance is maintained as required under Sections 6.1 and 6.2. If Lessee fails to deliver such certificates or other evidence of insurance to Lessor upon request, Lessor shall assume that Lessee has elected to self-insure against such risks and indemnify Lessor pursuant to the provisions of Section 6.1 and 6.2.

6.4 All of the foregoing obligations shall survive the expiration or termination of this Lease and shall be payable by Lessee within thirty (30) days of receipt of Lessor's invoice."

3. Section 13 of the Lease is hereby deleted in its entirety and replaced with the following:

**"13. Claims.** To the extent permitted by law, you are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"),



incurred or asserted by any person, in any manner related to your lease, use or possession of the Equipment. You will promptly notify us of all Claims you become aware of. You agree to not bring any action for Claims against us as lessor of the Equipment. Nothing herein is intended to or shall be construed as a waiver of any rights or claims you may have against the manufacturer or distributor of the Equipment. This provision shall continue beyond the termination of a Schedule for acts or omissions which occurred during the Lease Term."

4. Except as expressly amended by this Amendment, the terms and conditions of the Lease shall remain in full force and effect. This Amendment constitutes the complete understanding of the parties hereto and supersedes all prior understandings of the parties relating to the matters discussed herein. This Amendment may only be amended or modified by the terms of a written instrument signed by all parties hereto. This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together shall constitute one and the same document. This Amendment shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of this \_\_\_ day of \_\_\_\_\_, 20\_\_.

DEERE CREDIT, INC.

CITY OF FLINT

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

By: Karen W. Weaver

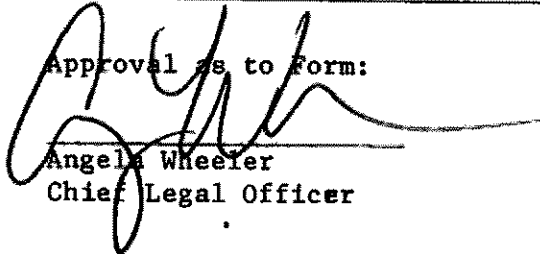
Name: \_\_\_\_\_

Name: Karen W. Weaver

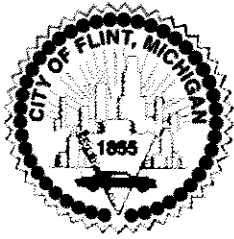
Title: \_\_\_\_\_

Title: Mayor

Approval as to Form:



Angela Wheeler  
Chief Legal Officer



RESOLUTION NO.: 240283

PRESENTED: 7-17-2024

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

**Resolution Authorizing the Maintenance Renewal of Police Management System Tyler Technologies New World Systems for FY25**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS,** The City of Flint Police Department is requesting the maintenance renewal of Tyler Technologies New World Systems Software; and

**WHEREAS,** The City of Flint Police Department utilizes Tyler Technologies New World Systems software for CAD, Law Enforcement Records, Fire Records, Public Safety Interface, Photo Imaging, Mobile Management server, and Mobile Client Laptop.

Account Number	Account Name	Amount
101-301.000-931.000	Maintenance	\$82,710.55

**IT IS RESOLVED,** That the proper City Officials, upon the City Council approval, are hereby authorized to enter into an agreement for standard software maintenance with Tyler Technologies New World System for the period July 1, 2024 through June 30, 2025, not to exceed \$82,710.55.

**APPROVED AS TO FORM:**

*Will Kim*  
William Kim (Jun 25, 2024 08:03 EDT)

**Will Kim, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

*Phillip Moore*  
Phillip Moore (Jun 25, 2024 12:35 EDT)

**Phillip Moore, Chief Financial Officer**

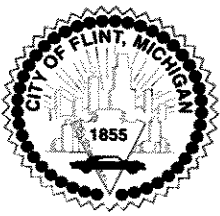
**FOR THE CITY OF FLINT:**

*Clyde D. Edwards / A0235*  
CLYDE D EDWARDS / A0235 (Jun 25, 2024 12:51 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
**City Council President**



# CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 6/20/24

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution Authorizing the Maintenance Renewal of Police Management System Tyler Technologies New World Systems for FY25

**PREPARED BY:** Angela Amerman

**VENDOR NAME:** Tyler Technologies

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Police Department is requesting the approval of the Tyler Technologies requisition in the amount of \$82,710.55. This requisition is the maintenance agreement renewal of the Police records management system.

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

The Police Department has been using this records management system since 07/01/2015.

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

This benefits the Police Department with its operations.

**FINANCIAL IMPLICATIONS:**

This is an FY25 budgeted expense.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Maintenance Agreements	101-301.000-931.000		\$82,710.55
<b>FY25 GRAND TOTAL</b>				<b>\$82,710.55</b>



# CITY OF FLINT STAFF REVIEW FORM

PRE-ENCUMBERED? YES  NO  REQUISITION NO: \_\_\_\_\_

ACCOUNTING APPROVAL: Angela Amerman  
Angela Amerman (Jun 24, 2024 12:28 EDT) Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

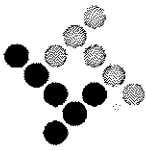
WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

BUDGET YEAR 1 \$82,710.55

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

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

DEPARTMENT HEAD SIGNATURE: Terence Green  
Terence Green (Jun 25, 2024 06:09 EDT)  
*(Terence Green, Police Chief)*



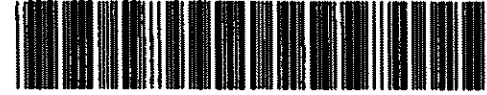
**tyler**  
technologies

**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
130-146747	06/01/2024	1 of 3

**Questions:**  
Tyler Technologies- Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com

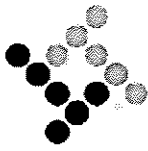


Bill To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

Ship To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
49941 - MAIN - MAIN	31577		USD	NET30	07/01/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Flint, MI Police Departm				
01/Jul/2020	New World Fire Mobile Unit Standard Maintenance - Mobile Upload of Field Reports Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	80	44.41	3,552.80
01/Jul/2020	Briefing Notes - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,604.03	1,604.03
01/Jul/2020	Bookings - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	2,220.87	2,220.87
01/Jul/2020	Case Management - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,480.15	1,480.15
01/Jul/2020	Data Analysis/Crime Mapping/Management Reporting (LERMS) - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	4,441.74	4,441.74
01/Jul/2020	Field Investigations - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,480.15	1,480.15
01/Jul/2020	Gang Tracking - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	2,467.34	2,467.34
01/Jul/2020	Gun Permits and Registrations - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,480.15	1,480.15
01/Jul/2020	New World Standard Maintenance - Identix Interface MSP Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,480.15	1,480.15
01/Jul/2020	Federal UCR/IBR - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,480.15	1,480.15
01/Jul/2020	New World MSP Single Jurisdiction Law Enforcement CAD - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	80	129.54	10,363.20
01/Jul/2020	Narcotics Management - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,850.51	1,850.51
01/Jul/2020	Property Room Bar Coding - LERMS - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,480.15	1,480.15
01/Jul/2020	Equipment Tracking and Maintenance - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	0.00	0.00
01/Jul/2020	NFIRS 5.0 Electronic Reporting - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,604.03	1,604.03
01/Jul/2020	Citizen Reporting Interface - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	2,837.70	2,837.70
01/Jul/2020	On-Line Impounds Interface to State/NCIC - Maintenance Cycle: Start: 01/Jul/2024, End: 30/Jun/2025	1	1,357.55	1,357.55
01/Jul/2020	New World Fire Records Standard Maintenance Base Package	18	452.37	8,142.66



**tyler**  
technologies

**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
130-146747	06/01/2024	2 of 3

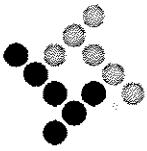
**Questions:**  
Tyler Technologies- Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com

Bill To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

Ship To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
49941 - MAIN - MAIN	31577		USD	NET30	07/01/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World Third Party Maintenance - ArcGIS Advanced Enterprise Server Integration	1	2,662.01	2,662.01
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users	2	370.36	740.72
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	Web Query - Maintenance	1	2,467.34	2,467.34
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World Field Reporting Server Standard Maintenance	30	28.78	863.40
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World Decision Support Base Datamart Standard Maintenance	1	0.00	0.00
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software (16-30 units)	30	65.83	1,974.90
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	Mugshot Image Download - Maintenance	20	104.86	2,097.20
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	Field Investigation Field Reporting (1 form) - Maintenance	80	27.76	2,220.80
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	Public Safety Lineups/Mug Shots (LERMS) - Maintenance	1	4,934.71	4,934.71
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World State/NCIC Interface - Maintenance	1	2,713.84	2,713.84
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World Data Merge to Aegis/MSP LE Records Standard Maintenance	30	7.41	222.30
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance	80	14.81	1,184.80
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE State/NCIC via Switch	50	80.48	4,024.00
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	LE Field Reporting (Federal Standard) - Maintenance	80	74.04	5,923.20
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			
01/Jul/2020	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units)	100	13.58	1,358.00
	Cycle: Start: 01/Jul/2024, End: 30/Jun/2025			



**tyler**  
technologies

**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
130-146747	06/01/2024	3 of 3

**Questions:**  
Tyler Technologies- Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com

Bill To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

Ship To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
49941 - MAIN - MAIN	31577		USD	NET30	07/01/2024

Contract Date	Description	Units	Rate	Extended Price
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**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

Subtotal 82,710.55

Sales Tax \$0.00

Invoice Total 82,710.55



RESOLUTION NO.: 230216  
 PRESENTED: JUL 19 2023  
 ADOPTED: JUL 31 2023

**Resolution Authorizing the Maintenance Renewal of Police Management System Tyler Technologies New World Systems for FY24**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the City of Flint Police Department is requesting the maintenance renewal of Tyler Technologies New World Systems Software; and

**WHEREAS**, the City of Flint Police Department utilize Tyler Technologies New World Systems software for CAD, Law Enforcement Records, Fire Records, Public Safety Interface, Photo Imaging, Mobile Management server, and Mobile Client Laptop; and

Account Number	Account Name	Amount
101-303.200-931.000	Maintenance Agreements	\$78,028.72

**IT IS RESOLVED**, that the proper City Officials, upon the City Council approval, are hereby authorized to enter into an agreement for standard software maintenance with Tyler Technologies New World System for the period July 1, 2023 through June 30, 2024, not to exceed \$78,028.72.

**APPROVED AS TO FORM:**

*Will Kim*  
Will Kim (Jul 7, 2023 16:50 EDT)  
 Will Kim, Chief Legal Officer

**APPROVED AS TO FINANCE:**

*Jane Mager*  
Jane Mager (Jul 7, 2023 16:10 EDT)  
 Jane Mager, Acting Chief Financial Officer

**FOR THE CITY OF FLINT:**

*CLYDE D EDWARDS*  
CLYDE D EDWARDS Jul 13, 2023 11:43 EDT  
 Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

*[Signature]*  
 City Council President





CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 6/20/23

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution Authorizing the Maintenance Renewal of Police Management System Tyler Technologies New World Systems for FY24

PREPARED BY Angela Amerman Finance/Police

(Please type name and Department)

VENDOR NAME: Tyler Technologies

BACKGROUND/SUMMARY OF PROPOSED ACTION: The Police Department is requesting the approval of the Tyler Technologies in the amount of \$78,028.72. This is the maintenance agreement renewal of the Police records management system.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES [X] NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Row 1: Police, Maintenance Agreements, 10-303.200-931.000, \$78,082.72. Row 2: FY23/24 GRAND TOTAL, \$78,082.72

PRE-ENCUMBERED? YES [ ] NO [ ] REQUISITION NO:

ACCOUNTING APPROVAL: Angela Amerman Date: 6/20/23



## CITY OF FLINT

---

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

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

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_  
*(PLEASE TYPE NAME, TITLE)*



**Remittance:**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
130-136766	06/01/2023	1 of 3

**Questions:**  
 Tyler Technologies- Public Safety  
 Phone: 1-800-772-2260 Press 2, then 5  
 Email: ar@tylertech.com



Bill To: FLINT, MI POLICE DEPARTMENT  
 PO BOX 246  
 FLINT, MI 48501-0246

Ship To: FLINT, MI POLICE DEPARTMENT  
 PO BOX 246  
 FLINT, MI 48501-0246

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49941 - MAIN - MAIN	25233		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Flint, MI Police Departm				
	New World Fire Mobile Unit Standard Maintenance - Mobile Upload of Field Reports	80	41.90	3,352.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Briefing Notes - Maintenance	1	1,513.24	1,513.24
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Bookings - Maintenance	1	2,095.16	2,095.16
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Case Management - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Data Analysis/Crime Mapping/Management Reporting (LERMS) - Maintenance	1	4,190.32	4,190.32
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Field Investigations - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Gang Tracking - Maintenance	1	2,327.68	2,327.68
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Gun Permits and Registrations - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Standard Maintenance - Identix Interface MSP	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Federal UCR/IBR - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World MSP Single Jurisdiction Law Enforcement CAD - Maintenance	80	122.21	9,776.80
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Narcotics Management - Maintenance	1	1,745.76	1,745.76
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Property Room Bar Coding - LERMS - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Equipment Tracking and Maintenance - Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	NFIRS 5.0 Electronic Reporting - Maintenance	1	1,513.24	1,513.24
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Citizen Reporting Interface - Maintenance	1	2,677.08	2,677.08
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	On-Line Impounds Interface to State/NCIC - Maintenance	1	1,280.71	1,280.71
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Fire Records Standard Maintenance Base Package	18	426.76	7,681.68
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			



**Remittance:**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
130-136766	06/01/2023	2 of 3

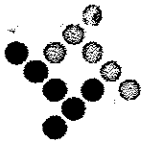
**Questions:**  
 Tyler Technologies- Public Safety  
 Phone: 1-800-772-2260 Press 2, then 5  
 Email: ar@tylertech.com

Bill To FLINT, MI POLICE DEPARTMENT  
 PO BOX 246  
 FLINT, MI 48501-0246

Ship To FLINT, MI POLICE DEPARTMENT  
 PO BOX 246  
 FLINT, MI 48501-0246

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49941 - MAIN - MAIN	25233		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
	New World Third Party Maintenance - ArcGIS Advanced Enterprise Server Integration	1	2,511.33	2,511.33
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users	2	349.40	698.80
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Web Query - Maintenance	1	2,327.68	2,327.68
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Field Reporting Server Standard Maintenance	30	27 15	814.50
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Decision Support Base Datamart Standard Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software (16-30 units)	30	62.10	1,863.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Mugshot Image Download - Maintenance	20	98.92	1,978.40
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Field Investigation Field Reporting (1 form) - Maintenance	80	26 19	2,095 20
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Public Safety Lineups/Mug Shots (LERMS) - Maintenance	1	4,655.39	4,655.39
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World State/NCIC Interface - Maintenance	1	2,560.23	2,560.23
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Data Merge to Aegls/MSP LE Records Standard Maintenance	30	6.99	209.70
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance	80	13.97	1,117.60
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE State/NCIC via Switch	50	75 92	3,796.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	LE Field Reporting (Federal Standard) - Maintenance	80	69.85	5,588.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS interface (51-100 units)	100	12.81	1,281.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			



**tyler**  
technologies

**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
130-136766	06/01/2023	3 of 3

**Questions:**  
Tyler Technologies- Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com

Bill To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

Ship To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

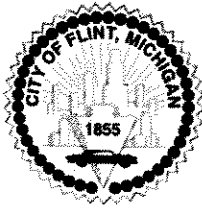
<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
49941 - MAIN - MAIN	25233		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
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**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

Subtotal	78,028.72
Sales Tax	0.00
Invoice Total	78,028.72



240284

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

PRESENTED: 7-17-2024

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

**BY THE CITY ADMINISTRATOR:**

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

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 2022, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” of December 20, 2023; and

In 2023 and 2024, the City of Flint received funds from the National Opioid Settlement of which 30% can be used for any lawful public purpose; and,

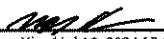
The City Administration recommends reallocating \$50,000 of ARPA funds previously obligated to revenue replacement, and \$50,000 of unallocated Opioid Funds to provide emergency water payment assistance. The total transfer of \$100,000 is recommended to go to Emergency Water/Sewer Relief to provide water bill relief to tenants.

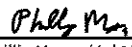
Fund/Account Name	Account Number	Use	Source of Funds
General Fund – ARPA Revenue Replacement	101-000.000-385.287		\$50,000.00
Opioid Fund (Unallocated)	288-266.210-963.000		\$50,000.00
General Fund - Water Emergency Relief	TBA	\$100,000.00	
	<b>Total</b>	<b>\$100,000.00</b>	<b>\$100,000.00</b>

**IT IS RESOLVED**, that the appropriate City officials are authorized to transfer \$50,000 from ARPA Revenue Replacement (General Fund 101 account 101-000.000-385.287) and \$50,000 from the Opioid Fund Balance (Opioid Fund 288 account #288-266.210-963.000) to Water/Sewer Emergency Relief for emergency water/sewer payment assistance.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

  
William Kim (Jul 10, 2024 15:29 EDT)

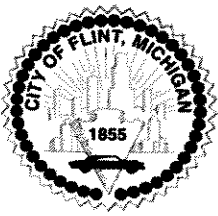
  
Phillip Moore (Jul 10, 2024 15:02 EDT)

William Kim, City Attorney  
CLYDE D EDWARDS / A0252  
CLYDE D EDWARDS / A0252 (Jul 10, 2024 15:36 EDT)

Phillip Moore, Chief Financial Officer

Clyde Edwards, City Administrator

City Council



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** July 9, 2024

**AGENDA ITEM TITLE:** Additional Emergency Water/Sewer Relief Fund

**PREPARED BY:** Phillip Moore

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

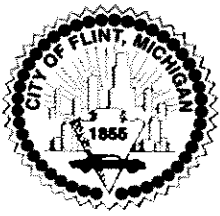
The City Administration recommends reallocating \$50,000 of Opioid Funds and \$50,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the City of Flint for emergency water/sewer relief funds for the residents. A water bill relief credit for emergency water relief only will provide immediate financial relief to residents, many of whom are disproportionately minorities and are low to moderate-income earners. This program will be targeted at tenants since resolution 240182 targeted homeowners.

## **Section II. 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 a \$25,000 contingency fund, and from the administration budget, 20,405.37 will be used for this resolution. This is a companion resolution to resolution #240182 for \$250,000 sent to the council and has yet to be approved.

## **Section III. 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 currently available. To recover lost revenue to stabilize the water system's finances and support residents unable to pay their bills, the City of Flint proposes to use \$50,000 in ARPA funds and \$50,000 in Opioid Funds for emergency water/sewer bill assistance for tenant residents.



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

## Section IV: FINANCIAL IMPLICATIONS:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all 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 the City of Flint Water/Sewer Emergency Relief Funds. In addition, \$50,000 of Opioid Funds will be provided to the City of Flint Water/Sewer Emergency Relief Funds.

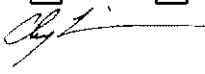
After a thorough analysis from the E&Y consulting team, the proposed program complies with relevant CDE/ authorized administration version Treasury rules and aligns with the Flint ARPA Plan.

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor’s Office	Water Emergency Relief Funds	101-000.000-385.287	Contingency	\$50,000
	Opioid Fund	288-266.210-963.000		\$50,000
<b>FY25 GRAND TOTAL</b>				<b>\$100,000</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO:

ACCOUNTING APPROVAL:

  
Chay Linseman, Budget & Grants Admin.


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) N/A

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

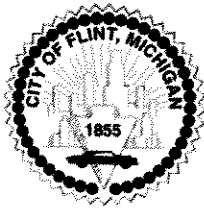
DEPARTMENT HEAD SIGNATURE:

  
Phillip Moore (Jul 10, 2024 15:02 EDT)

Phillip Moore, Chief Financial Officer



240285



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

PRESENTED: 7-17-2024

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

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION AWARDING A CONTRACT TO GENESEE CONSERVATION DISTRICT FOR INSPECTING TREES IMPACTING SIDEWALKS THROUGHOUT THE CITY OF FLINT**

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

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for tree services in the right-of-way as requested by the Department of Public Works, Transportation Division. The City of Flint Urban Forestry Management Plan requires City owned trees to be inspected by a professional.

Staff recommend awarding a contract to Genesee Conservation District (Genesee Soil & Water Conservation), 1525 N. Elms Rd., Flint, MI 48532 as they inspect City of Flint trees through a Memorandum of Understanding.

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

Account Number	Account Name	Amount
101-449.217.801.000	Tree Maintenance – ARPA (RR)	\$ 200,000.00
	<b>FY24/FY25/FY26 GRAND TOTAL</b>	<b>\$ 200,000.00</b>

**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 Conservation District (Genesee Soil & Water Conservation) for the cost of providing professional services needed to evaluate trees that are impacting sidewalks in the City of Flint in an amount not to exceed \$200,000.00. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS / A0230  
CLYDE D EDWARDS / A0230 (Jun 24, 2024 10:28 EDT)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

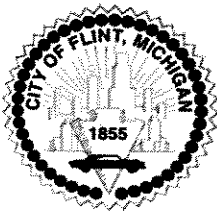
\_\_\_\_\_

**APPROVED AS TO FORM:**

William Kim  
William Kim (Jun 24, 2024 09:40 EDT)  
William Kim  
City Attorney

**APPROVED AS TO FINANCE:**

Phillip Moore  
Phillip Moore (Jun 24, 2024 08:48 EDT)  
Phillip Moore  
Chief Finance Officer



# CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** June 21, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Inspecting trees impacting city sidewalks

**PREPARED BY:** Kathryn Neumann, Administrative Support Technician

**VENDOR NAME:** Genesee Conservation District (Genesee Soil & Water Conservation)

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

In 2012, the City outsourced the Forestry Division and created a partnership for management of trees with Genesee Conservation District (GCD) through an Memorandum of Understanding. ARPA funding has been allocated to address the city trees impacting sidewalks. The GCD forester/arborist will inspect the trees before damaged sidewalks are replaced. If any tree service is prescribed, the work will commence as required before the sidewalk is replaced.

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

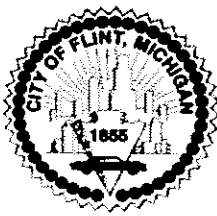
The City of Flint has allocated \$50,000 each year since 2012 to Genesee Conservation District for the management of trees. Account 202 and 203-449.215-801.000 are both used.

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

These inspections and management of trees will mean safer trees and safer sidewalks for the citizens of Flint. The City of Flint has collaborated with Genesee Conservation District for over a decade.

**FINANCIAL IMPLICATIONS:**

ARPA funding has been allocated for the trees that are severely impacting sidewalks.



# CITY OF FLINT STAFF REVIEW FORM

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW	Professional Services	101-449.217-801.000		\$200,000.00
<b>FY25/26 GRAND TOTAL</b>				<b>\$ 200,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 240008681

ACCOUNTING APPROVAL: Kathryn Neumann  
Kathryn Neumann (Jun 21, 2024 07:01 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 \$200,000.00

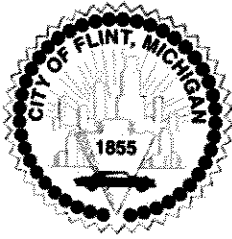
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha  
Rodney McGaha (Jun 21, 2024 07:11 EDT)  
*(Rodney McGaha, Director of Transportation)*



RESOLUTION NO.: 240286

PRESENTED: 7-17-2024

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR EQUIPMENT LEASES**

**WHEREAS**, The Fleet Services Division leases vehicles as part of the fleet maintenance & replacement program; the Fleet Services Division currently has a lease-purchase agreement with Lease Servicing Center, Inc. dba National Cooperative Leasing (NCL) for seven (7) 2019 International tandem axle plow trucks.

**WHEREAS**, the Fleet Services Division recommends the FY2025 annual lease payment to Lease Servicing Center, Inc. dba NCL for \$272,943.79.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
661-229.000-940.000	RENTALS	\$272,943.79
	<b>FY2024 TOTAL</b>	<b>\$272,943.79</b>


**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Lease Servicing Center, Inc. dba NCL to provide seven (7) leased 2019 International plow trucks for FY25 (07/01/24-06/30/25) in an amount not-to-exceed \$272,943.79

**APPROVED AS TO FORM:**

  
William Kim (Jul 5, 2024 08:02 EDT)


**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Phillip Moore (Jul 5, 2024 07:35 EDT)

**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS / A0246  
CLYDE D EDWARDS / A0246 (Jul 8, 2024 11:38 EDT)

**Clyde Edwards, City Administrator**

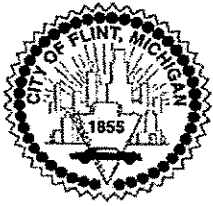
**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO PURCHASING:**



**Lauren Rowley, Purchasing Manager**



## CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 6/25/2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** *Lease Payment for Seven (7) Plow Trucks*

**PREPARED BY:** *Christine Tagg, Fleet Services*

**VENDOR NAME:** *Lease Servicing Center*

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting a purchase order be issued for FY25 in the amount of \$272,943.79 for the sixth (6<sup>th</sup>) lease payment of the 6-year lease on seven (7) International HV607 plow trucks originally purchased through the MIDeal vendor/dealer Tri County International Trucks, Inc.

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

\$278,436.65 in FY20, \$272,943.79 in FY21, \$272,943.79 in FY22, \$272,943.79 in FY23, \$272,943.79 in FY24  
Fleet GL 661-229.000-940.000 - Rentals  
Original Council Resolution #190417  
National Cooperative Leasing Sourcewell Contract #032615-NCL

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

Continued maintenance of City roadways for the safety and convenience of Residents and Businesses



# CITY OF FLINT STAFF REVIEW FORM

### FINANCIAL IMPLICATIONS:

\$272,943.79 in FY25  
This is the final lease payment (6 of 6).

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Rentals	661-229.000-940.000		\$272,943.79
<b>FY25 GRAND TOTAL</b>				<b>\$272,943.79</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250008772

ACCOUNTING APPROVAL: Christine Tagg  
Christine Tagg (Jun 25, 2024 12:13 EDT) Date: June 25, 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 \$272,943.79

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 25, 2024 12:39 EDT)  
*(Marquita Blair, Fleet Administrator)*



230267

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

PRESENTED: AUG - 9 2023

ADOPTED: AUG 14 2023

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR EQUIPMENT LEASES**

WHEREAS, The Fleet Services Division leases vehicles as part of the fleet maintenance & replacement program; the Fleet Services Division currently has a lease-purchase agreement with Lease Servicing Center, Inc. dba National Cooperative Leasing (NCL) for seven (7) 2019 International tandem axle plow trucks.

WHEREAS, the Fleet Services Division recommends the FY2024 annual lease payment to Lease Servicing Center, Inc. dba NCL for \$272,943.79.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
661-229.000-940.000	RENTALS	\$272,943.79
	<b>FY2024 TOTAL</b>	<b>\$272,943.79</b>

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Lease Servicing Center, Inc. dba NCL to provide seven (7) leased 2019 International plow trucks for FY24 (07/01/23-06/30/24) in an amount not-to-exceed \$272,943.79

APPROVED AS TO FORM:

*William Kim*  
William Kim (Jul 17, 2023 17:06 EDT)  
William Kim, City Attorney

APPROVED AS TO FINANCE:

*Jane Mager*  
Jane Mager (Jul 18, 2023 08:49 EDT)  
Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

*Clyde D Edwards*  
CLYDE D EDWARDS (Jul 18, 2023 11:24 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

*(Signature)*

APPROVED AS TO PURCHASING:

*Christopher Mumby*  
Christopher Mumby, Interim Purchasing Manager



June 19, 2019

City of Flint, MI

**Re: Municipal Lease/Purchase Financing Proposal**

Dear Sir or Madam:

Lease Servicing Center, Inc. dba National Cooperative Leasing ("NCL") is pleased to propose to the City of Flint, MI the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the City of Flint, MI would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a 2020 HV607. This transaction is subject to formal review and approval by both the Lessor and Lessee.

<b>LESSEE:</b>	City of Flint, MI
<b>LESSOR:</b>	Lease Servicing Center, Inc. dba National Cooperative Leasing & it's assigns
<b>EQUIPMENT:</b>	2020 HV607
<b>EQUIPMENT COST:</b>	\$213,115.00
<b>DOWN-PAYMENT:</b>	\$0
<b>AMOUNT FINANCED:</b>	<u>\$213,115.00</u>
<b>TERM:</b>	<u>6 Years</u>
<b>ANNUAL LEASE PAYMENTS:</b>	\$ 39,740.95
<b>FIRST PAYMENT DUE:</b>	At Lease Commencement
<b>PURCHASE OPTION:</b>	\$1.00
<b>PRICING:</b>	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by June 30, 2019 and the transaction closes/funds prior to July 31, 2019. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.
<b>DOCUMENTATION FEE:</b>	\$250 paid to Lessor at closing



**DOCUMENTATION:** Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

**TITLE / INSURANCE:** Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

**TAX STATUS:** Interest under the Financing will be tax-exempt and shall be designated by Lessee as a Qualified Tax Exempt Obligation pursuant to Section 265(b)(3) of the IRS Code.

**SOURCEWELL CONTRACT:** NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).  
**#032615-NCL** NCL's Sourcewell Contract # is 032615-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jake Ost -(866) 763-7600  
[jost@lscfinancial.com](mailto:jost@lscfinancial.com)

**ACCEPTANCE**

As a duly authorized agent of the City of Flint, MI, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL AARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

INTERNATIONAL\*

June 03, 2019

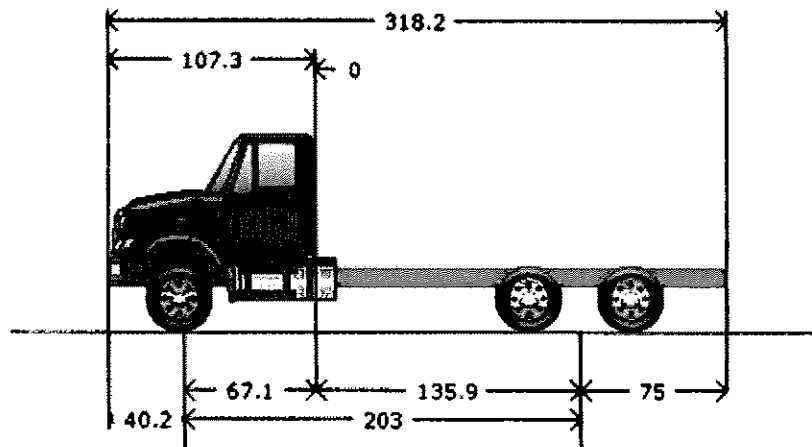
\$ 213,115

9' WING, PRE-WET

Prepared For:  
CITY OF FLINT  
Mike Rule  
DEPARTMENT OF PURCH.  
FLINT, MI 48502-  
(810)766 - 7499  
Reference ID: Body Options1&2

Presented By:  
TRI COUNTY INTL TRUCKS  
Jeremy Kast  
3001 E HIGH ST  
JACKSON MI 49203  
(517)783-2721

Tri County International Trucks, Inc./State of Michigan DTMB Contract 071B6600122, Specification #3958 0173D for a new 2019 MY International HV607 Truck Chassis per this proposal. Pricing includes all user specified option equipment costs and available discounts in effect as of date listed. Please note that the afforded pricing includes a 1% fee paid to the state of Michigan as required under this contract. Additional surcharge requirements as issued by the manufacturer may be applicable in the future



**Streets**

**Model Profile  
2020 HV607 SBA (HV607)**

- AXLE CONFIG:** 6X4
- APPLICATION:** Construction Dump
- MISSION:** Requested GVWR: 52000. Calc. GVWR: 56000  
Calc. Start / Grade Ability: 31.42% / 2.01% @ 55 MPH  
Calc. Geared Speed: 70.6 MPH
- DIMENSION:** Wheelbase: 203.00, CA: 135.90, Axle to Frame: 75.00
- ENGINE, DIESEL:** {Cummins L9 330} EPA 2017, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
- TRANSMISSION, AUTOMATIC:** {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway  
Omit Item (Clutch & Control)
- CLUTCH:**
- AXLE, FRONT NON-DRIVING:** {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
- AXLE, REAR, TANDEM:** {Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.86
- CAB:** Conventional, Day Cab
- TIRE, FRONT:** (2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position
- TIRE, REAR:** (8) 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
- SUSPENSION, REAR, TANDEM:** {Hendrickson HMX-400-52} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
- FRAME REINFORCEMENT:** Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL

**INTERNATIONAL®**

June 03, 2019

**PAINT:**

Cab schematic 100WL  
Location 1: 2303, Red (Std)  
Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt Tot Wt</u>	
		(lbs)	(lbs)
HV60700	Base Chassis, Model HV607 SBA with 203.00 Wheelbase, 135.90 CA, and 75.00 Axle to Frame.	6413/3469	9882
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1572	TOW HOOK, REAR (2)	0/10	10
1AND	AXLE CONFIGURATION {Navistar} 6x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	46/250	296
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL	414/592	1006
1LLK	BUMPER, FRONT Omit Item	-83/13	-70
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer "C" Channel Reinforcement	161/-15	146
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)	0/0	0
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	148/0	148
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	26/0	26
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.		
4677	TRAILER HOSES Glad Hands for Four-Wheel Connections, Temporarily Mounted with Bulkhead Connectors on End of Frame, Includes Additional Hosing and Dummy Glad Hands	1/15	16

<u>Code</u>	<u>Description</u>	<u>F/R Wt Tot Wt</u>	
		(lbs)	(lbs)
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater	8/3	11
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/78	78
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	18/0	18
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	0/0	0
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/0	0
4LGR	BRAKE ATTACHMENT Stainless Steel Slack Adjuster Pins/Cotter Pins on Front and Rear	0/0	0
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/52	52
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
4VHZ	AIR TANK LOCATION (2) Mounted Under Cab, Outside Left Rail, on Step Bracket, with Ground Clearance	0/0	0
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	15/6	21
5710	STEERING COLUMN Tilting and Telescoping	17/2	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	59/-4	55
7BEU	AFTERTREATMENT COVER Aluminum	9/2	11
7BLG	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance	134/31	165
7WAZ	TAIL PIPE (1) Turnback Type	0/0	0
7WCM	EXHAUST HEIGHT 8' 10"	1/0	1
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: STOP, TURN, TAIL &amp; B/U LIGHTS Dual, Rear, Combination with Reflector

: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever

: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted

: WIRING, CHASSIS Color Coded and Continuously Numbered

<u>Code</u>	<u>Description</u>	<u>F/R Wt Tot Wt</u>	
		<u>(lbs)</u>	<u>(lbs)</u>
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8541	HORN, ELECTRIC (2) Disc Style	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MSH	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud	59/47	106
8RMP	RADIO AM/FM/WB/Clock/3.5MM Auxiliary Input	4/0	4
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab	-34/11	-23
8WBW	JUMP START STUD Remote Mounted	2/0	2
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt Tot Wt</u>	
		(lbs)	(lbs)
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10022	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Reinforced Frame Rails	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10BAE	LABEL, DEF "DEF ONLY"	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10WCY	SAFETY TRIANGLES	6/0	6
11001	CLUTCH Omit Item (Clutch & Control)	-56/-7	-63
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10
12EHV	ENGINE, DIESEL {Cummins L9 330} EPA 2017, 330HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)	581/-17	564
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler	22/-4	18
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps		

<u>Code</u>	<u>Description</u>	<u>E/R</u>	<u>Wt</u>	<u>Tot</u>	<u>Wt</u>
			(lbs)		(lbs)
	: RADIATOR HOSES Premium, Rubber				
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0			2
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019	0/0			0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0			0
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision Furnished for Remote Mounted Engine Control	0/0			0
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0			0
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	199/50			249
13WDT	SHIFT CONTROL PARAMETERS {Allison} 3 Speed S1 Secondary Shift Schedule for 5 or 6 Speed Allison Gen4/Gen 5 3000 & 4000 Series Transmissions	0/0			0
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	0/0			0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0			0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0			0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0			0
13XAN	PTO LOCATION Customer Does Not Intend to Install PTO	0/0			0
14GVN	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.86	0/2117			2117
14UMB	SUSPENSION, REAR, TANDEM {Hendrickson HMX-400-52} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/518			518
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	0/31			31
14WMJ	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints	0/0			0
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	0/0			0
15LMU	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab	0/0			0
15SSC	FUEL TANK Temporary, Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Back of Cab	24/2			26
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0			0



Code	Description	F/R Wt Tot Wt	
		(lbs)	(lbs)
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater & Defroster	56/0	56
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	0/0	0
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	29/10	39
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth	17/6	23
16SNL	MIRRORS (2) Black Heads, Brackets and Arms, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides	0/0	0
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10 1/4"	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUL	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	72/0	72
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/56	56
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil	0/0	0
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u>	<u>Tot Wt</u>
		(lbs)	(lbs)
7382135423	(8) TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/120	120
7792545419	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position	82/0	82
	Cab schematic 100WL		
	Location 1: 2303, Red (Std)		
	Chassis schematic N/A		
	<b>Services Section:</b>		
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	<b>Total Component Weight:</b>	<b>8566/7446</b>	<b>16012</b>
1	Body and Equipment install by Truck & Trailer Specialties with Option #1 and #2 per quote dated 5-30-2019	0/0	0
	<b>Total Body Allied:</b>	<b>0/0</b>	<b>0</b>
	D.O.T. Inspection, Safety Kit, Mud Flaps	0/0	0
	1% MIDEAL Fee Paid to State of MI Under MIDEAL Purchasing Program Requirements	0/0	0
	<b>Total Goods Purchased:</b>	<b>0/0</b>	<b>0</b>

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(US DOLLAR)

<u>Description</u>	<u>Price</u>
Total Factory List Price Including Options:	\$145,463.00
Total Goods Purchased:	\$1,235.74
Total Preparation And Delivery:	\$190.00
Total Freight:	\$2,250.00
Total Factory List Price Including Freight:	\$149,138.74
Less Customer Allowance:	(\$54,655.74)
Total Vehicle Price:	\$94,483.00
Total Body/Allied Equipment:	\$118,617.00 - 9' wing, pre-wet
Total Sale Price:	\$213,100.00
Total Per Vehicle Sales Price:	\$213,100.00
Total Net Sales Excluding Taxes:	\$213,100.00
Michigan Title Fee	\$15.00
Total License, Title:	\$15.00
Net Sales Price:	\$213,115.00

Payment for the chassis is due upon delivery of the cab/chassis to the end user or body company; which ever occurs first. If payment is not received in a timely manner additional floorplan(interest) costs may be charged to the end-user customer.

Please make all purchase orders and checks payable to:  
Tri-County International Trucks, Inc.  
5701 Wyoming Ave.  
Dearborn, MI 48126

Please review this proposal very carefully. Your signature below indicates that you accept the specifications and payment terms contained herein as written and that you are able to approve said specifications for order and payment terms. Please include this proposal number on all correspondence and purchase orders. This proposal contains in its entirety our offer to you for this purchase at the given dollar amount. No other offers, spec additions, warranties, or other additional items are made or implied. Other additional items may be available; contact your local dealer representative for further details.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

TRI COUNTY INTL TRUCKS  
3001 E HIGH ST  
JACKSON MI 49203  
(517)783-2721

**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

**The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.**

# TRUCK & TRAILER Specialties, Inc.

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 290-9876 | fx: (517) 552-3666

May 30, 2019

City of Flint  
702 West 12th Street, Flint, MI 48502  
Attention: Mike Rule, Fleet Superintendent

## Equipment Quotation

**Install Monroe 14' model RDS-168-96-56 (Radius Dump Spreader) Body including the following:**

Body capacity 10 yards water level and 12 yards with sideboards  
Overall length is 168", outside width is 96" and overall side height is 56"  
Tailgate height is 50", side height is 44" and 50" at the front  
Body shell is constructed of unpainted 3/16" 201 stainless steel  
Body longitudinals are 1/4" 201 stainless steel  
Air-operated tailgate release  
Conveyor trough is 34" wide  
667XH chain with crossbars on every-other link/4.5" centers  
Rear tailgate includes a removable rear metering gate and a blank insert  
Extended tandem axle fender kit installed integrally to the body of 7 ga 201 stainless steel  
Twin Rawson-type 6:1 gear boxes  
8-tooth hardened sprockets with 2" drive and idler shafts for the conveyor  
Grease extension kit for rear bearings, tailgate pivot arms, front bearings and hoist trunnion  
1/2 cabshield constructed of 7 ga 201 stainless steel  
Drive motors are each 15 CID  
Mudflaps installed in front of and behind drive tires  
Backup alarm included  
Four (4) oval light holes cut into each rear pillar  
Install chassis frame-mounted, removable stainless steel spillshields to collect carry-over of salt  
Install 6" hardwood sideboards on body  
Install one (1) shovel holder on RDS bulkhead, curbside  
Install one (1) fold-down stainless steel ladder mounted on the curbside rear of the body  
Install bracket for the license plate on the rear tailgate on the left side  
Install RDS-168 trough/floor cover kit, 1/4" steel construction, powder-coated Black

**Install Rear Spinner Assembly including the following:**

Dual, receiver-type tubular mounting  
Formed 24" poly spinner disc  
Spinner motor includes seal saver  
Direction chute on inside of spinner with 3 exterior adjustable deflectors  
Construction is type 201 stainless steel

**Install Mailhot-type Telescopic Hoist including the following:**

Hoist is double-acting and includes nitrated cylinders  
Hoist includes oscillating mounting collar and is trunnion-mounted  
Hoist is NTEA class 90

**Install Roll-Rite Electric Tarp System including the following:**

TarpMaster motor/gear box  
Mesh tarp cover  
Aluminum tarp and 4-spring tension bows with offset elbows

# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 290-9876 | fx: (517) 552-3666

- Aluminum wind deflector
- Install Rexroth A10VO100 Hydraulic Load-Sense Piston Pump including the following:**
  - Pump is front-mounted with 100CC displacement
  - Front crossmember for pump mounting
  - Spicer 1310 driveline
  - 12-volt auto shutdown block
  - Low-oil shutdown valve and override circuit
- Install Rexroth 7m4-12 Load-Sense Hydraulic Valve including the following:**
  - Pressure-compensated flow controls for the following functions:
    - Air section for hoist with 500 PSI A-port load-sense limit DA
    - Air section for scraper up/down with load-sense limit DA
    - Air section for scraper swing DA
    - Air section for front plow up/down DA
    - Air section for front plow swing DA
    - EPC section for conveyor
    - EPC section for spinner
  - Stainless steel pipe for hydraulic lines to rear
  - Stainless steel hydraulic quick couplers for front plow & spinner with dust plugs & caps
- Install TTS Pneu-Logic multi-function single air-operated joystick including the following:**
  - Scraper, plow & hoist operations as well as remote pause/blast buttons on joystick
  - Heads-up display for indicating joystick functions
  - All necessary hoses and fittings
- Install Rexroth CS520 Electric Spreader Controller including the following:**
  - Designed to operate in open-loop, groundspeed orientation, groundspeed-triggered or manual modes including pause & blast features
  - Controller mounted between the seats on a console
  - All necessary hoses and fittings
- Install Monroe Combination Fuel/Hydraulic Oil/Valve Enclosure including the following:**
  - 100 gal fuel capacity, 35 gal oil capacity
  - 7 ga type 201 stainless steel construction
  - Valve enclosure integral to the tank
  - Valve enclosure with a lockable "T" handle latch, contained within driver's side of combo tank
  - Mounting brackets are 4" ship and car channel
  - Ispro solid state fuel gauge sending unit
  - Ball-valve shutoff on supply line and case and fuel ports
  - Tank-mounted return line oil filter
  - 35 gal AW32 hydraulic oil
  - Low oil sending unit
  - Sight/temp indicator gauge
  - Suction strainer
  - Tank labels included
  - Install curbside safety fuel hook mounted on tank
  - Install 3-step egress & platform from streetside fender to combo tank, painted Red to match cab
- Install 29" Husting truck-portion Hitch including the following:**
  - 12" channel front bumper with tapered ends
  - 3" DA lift cylinder with Socatri rod
  - Front tow hooks to be mounted on hitch's kicker legs
  - Plow cushion valve mounted under bumper driver's side
  - All necessary supports and bracing

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**Install Monroe model MP41R11-ISCT Full Moldboard Trip Reversible Plow including the following:**

11' long x 41" high moldboard  
3/16" roll-formed moldboard  
Six ½" x 4" tapered one-piece flame-cut ribs  
2" x 3" x 3/8" top moldboard angle  
4" x 4" x 3/4" bottom moldboard angle  
Horizontal moldboard brace angles  
Dual compression trip spring assemblies  
4" x 4" x 3/8" cross-tube support; full-width with 6-point attachment  
3-1/2" x 3-1/2" x 1/2" semi-circle; additional angle braces to front push tube  
Two, 4" x 10" double-acting power-reverse cylinders with 2" nitrided rods  
Cushion valve  
Moldboard and pushframe 100% continuously welded  
Powder-coated with the moldboard Orange and a Black pushframe  
¾" x 8" x 11' one piece top-punch cutting edge  
12" x 11' rubber deflector with steel retainer bar, installed  
Plow-portion Husting hitch-type lift for 29" Husting hitch  
Pair of 48" Orange plastic plow markers  
Monroe wrap-around curbguards, both ends  
Screw adjustable skid shoes to be mounted on the plow

**Install Monroe model 4512 Underbody Scraper including the following:**

12' x 20" x 1" moldboard  
½" thick hanger board with grease manifold brackets installed  
Two, 4" power-reverse cylinder with 2" Socatri rods  
Two, 3.5" actuating cylinders with 2" Socatri rods  
All cylinders have poly pack seals  
1" circle with 5" greaseable center bolt  
Circle includes a welded in hardened bushing  
2" clevis bosses on power-reverse cylinders  
Contoured circle clamps with poly type wear pads  
Three reinforced moldboard hinges with gussets  
3/8" pipe and hoses for faster scraper actuation  
Hinge shaft is 2.5" cold-rolled round stock  
Moldboard hinges are constructed of 3/8" wall DOM tubing  
Adjustable j-50 relief valve is included  
Cushion valve for power reverse circuit is included  
Remote lube manifolds and grease lines  
Piloted center pin  
Bolt-in trunnion caps for canisters  
Install Kennametal single insert carbide cutting edges  
Install Kennametal carbide curbguard on curbside end of moldboard  
Install serrated step on end of moldboard, streetside  
Paint Red bands at each end of moldboard to match cab

**Install Custom Lighting & Electrical System including the following:**

Six (6) SoundOff mPower (mo. EMPC2SMS4) amber/green LED flashers flush-mounted:  
Two (2) mounted on plow light brackets (on separate switch)  
Two (2) cabshield-mounted front-facing under cabshield  
Two (2) cabshield-mounted side-facing at bottom of cabshield  
Four-hole, in-pillar 6" oval lights including the following from top down:

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- Two (2) SoundOff LED solid Green flashers in top holes
- Two (2) SoundOff LED STT lights, 2<sup>nd</sup> from top
- Two (2) SoundOff LED backup lights, 3<sup>rd</sup> from top
- Two (2) SoundOff LED solid Amber flashers in bottom holes

Truck-Lite snow plow lights on aluminum brackets (mounted height TBD)

One (1) Weldex LED work light at driver-side corner of body to illuminate salt spread pattern

Two (2) Weldex LED work lights one each side to illuminate scraper

LED clearance marker light kit on dump body

No 3-light cluster

**Chassis switches six (6) for the following:**

Flashers and work lights for scraper & spreader

**Pneu-Logic Joystick console switches for the following (ordered L-R):**

1. Air Tailgate w/ Safety cap
2. Tarp In/ Tarp Out
3. Low-oil Override/ Pump Shutdown

**Heads-up Display indicators in-cab for the following:**

Scraper, Plow, Tailgate Open, Low-oil, Body-up, Low-liquid & Pump Shutdown

Betts junction box with sealed wiring mounted at RDS body streetside

Backup alarm

Electric brake controller

All wiring to be soldered, heat-shrunk and in protective loom

**Install Flaming River brand 3-minute timed delay battery disconnect and LED red indicator "button" light**

**Install ¾" Rear Hitch Assembly including the following:**

PH20 20-ton rated pintle hook, multi-drill pattern for adjustable mounting heights (mounted at TBD)

Rear tow hooks mounted outside of frame rails

Heavy-duty D-rings for safety chain

7-way round pin plug

Remount glad hands

**Paint Bottom of body, body hinge, body props, front & rear hitch and attaching hardware Black**

**Minimum full 1-year warranty on parts and labor on all equipment.**

**Above installed, non-stainless equipment painted: \$95,860.00 ea.**

**Option #1 Install Monroe Closed-Loop Pre-Wet System including the following:**

NEMA weather-tight fiberglass pump enclosure

Hydraulic driven 7 gpm pump assembly with Dickey-john flow meter

5 PSI in-line check valve for nozzles

2 nozzle w/ brass tips and caps

Twin (2) 100 gallon tanks with stainless steel attaching hardware

Includes crossover tube, bulk fill adapter and flush kit

Remote vent tube for each tank

Additional EPC section for pre-wet to valve assembly

Upgrade spreader controller to Rexroth CS530 with 3<sup>rd</sup> channel for liquid in lieu of Rexroth CS520

Install stainless steel spray bar in auger trough/at spinner assembly for prewet application

**Option #1 add: \$5,977.00 ea.**

**Option #2 Install Monroe 9' Para-Glide Patrol Wing for tandem axle chassis including the following:**



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Moldboard inboard shall be 27" and outboard height to be 28"  
Both inboard and outboard measurements include the 8" cutting edge installed  
Moldboard shall be 3/16" A36 steel  
Moldboard includes a 4" x 4" x 3/4" bottom angle  
Top of moldboard shall be formed into a 2-3/4" x 1" channel for additional strength  
Para-Glide style wing post mounted behind the scraper  
Wing post shall be of a trailing link style with 12" of lift and designed to allow the moldboard to float up a minimum of 8-12" when in the plowing position  
Banjo plate includes captive design feature  
Twin rear-mounted, cushioned push-arms with rear lift cylinder to operate the heel  
Push-arms includes bolt-in design and grease zerks for ease of maintenance  
Moldboard is powder-coated Orange  
D-type rubber bumper stops  
Safety chain at rear  
5" x 7" rear crosstube for rear wing support  
Sequencing valve with hoses and couplers  
Install stainless steel light box on the wing moldboard with a SoundOff nForce (mo. ENFSLSRV12) amber/green flasher light pointed rearward and an LED marker light pointed forward  
One (1) Weldex LED work light to illuminate wing  
5/8" x 8" x 108" reverse-curve steel cutting edge  
Install two (2) cast-iron TTWS moldboard shoes  
Install one (1) curved carbide curbguard (TTS part# 4191060)  
Stainless steel couplers for wing circuits  
Add wing indicator light to Heads-Up Display & control button in Pneu-Logic joystick  
Additional Air section for wing plow DA to valve assembly  
**Install LaserLine model GL3000PMC Wing Plow Guidance Laser including the following:**  
Green "ultra-bright" laser assembly enclosed in weatherproof housing  
Heated front window lens to reduce or eliminate icing  
Pneumatic air blast mechanism for lens, blasting every 5 seconds  
Control switch installed in-cab for laser on/off and air blast on/off  
Laser assembly installed on roof of cab

**Option #2 add: \$16,780.00 ea.**

**Option #3 Install Monroe 7' Para-Glide Junior Wing in lieu of Monroe 9' Para-Glide Patrol Wing**

**Option #3 DEDUCT: \$1,070.00 ea.**

**Payment Terms:** Net 30. Pricing effective for 45 days.

**FOB:** City of Flint

**Delivery:** 360 days ARO

#### **Chassis requirements:**

136" CT & 204" WB (to be confirmed at time of order)

Highest ground clearance package

6-pack of switches

Exhaust System: Switchback horizontal aftertreatment device, frame-mounted rightside undercab Includes single vertical tailpipe, frame-mounted rightside back-of-cab

Delete OEM front bumper

Front integral frame extension

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Front PTO provision  
Stationary grille  
Plow light/Headlight switch and related OEM wiring  
Front & rear tow hooks  
7-way trailer wiring to rear for electric brake controller  
Temporary fuel tank

**Thank you for the opportunity to quote.**

Respectfully submitted by,  
Jon Luea/Brian Bouwman

**GOVERNMENT OBLIGATION CONTRACT****Obligor**

City of Flint, Michigan  
1101 South Saginaw Street  
Flint, Michigan 48502

**Obligee**

Lease Servicing Center, Inc. dba National Cooperative Leasing  
220 22nd Avenue East, Suite 106  
Alexandria, Minnesota 56308

**Dated as of December 27, 2019**

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

**I. Definitions**

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

**II. Obligor Warranties**

**Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:**

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (g) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (h) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (i) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (j) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (k) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (l) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (m) The outstanding balance of all purchases authorized under Act 99 of 1933, exclusive of interest, shall not exceed 1-1/4% of the taxable value of the real and personal property in the municipality as of the date of this Contract. If requested by Obligee, the finance officer of the Obligor will provide the statistical information to show that this obligation is within the 1-1/4% limitation.
- (n) The Equipment financed hereunder has a useful life in excess of the term of this Contract.
- (o) The Obligor hereby agrees to include in its budget for each year commencing with the current Budget Year, a sum which will be sufficient to pay the principal and interest due as set forth on Exhibit B of this Contract. In addition, the Obligor hereby pledges to levy ad valorem taxes on all taxable property in the Obligor each year in an amount necessary to make its debt service payments under this Contract, subject to applicable constitutional, statutory and charter tax rate limitations.
- (p) If Obligor defaults in its obligations under this Contract and Obligee receives judgment against Obligor, Obligor will be obligated to pay such judgment in full.

**Section 2.02 Escrow Agreement.** In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL.** THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

**Section 3.06 Disclaimer of Warranties.** OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

**Section 3.07 Contract with Vendor.** Obligee hereby recognizes that Obligor has executed or will be executing a "Sales Contract" with the vendor for the actual sale of the Equipment. This Sales Contract provides, among other things, standard warranty protections to Obligor with regard to the Equipment. Obligee further recognizes and hereby acknowledges that nothing in this Contract shall impair the rights of the Obligor against the manufacturer for any warranty, or other obligations express or implied that the Obligor may have with the Equipment.

### IV. Obligation

**Section 4.01 Obligation.** The Obligation of the Obligor to pay principal and interest under this Contract is a limited general obligation of the Obligor. The Obligor shall include in its budget and pay each year, until this Contract is paid in full, such sums as may be necessary each year to make all Contract Payments due hereunder. Furthermore, the Obligor covenants that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Contract in order that the interest thereon to be excluded from gross income for federal tax purposes.

### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Under Michigan Law and pursuant to the Resolution of the Obligor, the Obligor is fully responsible as the owner of the Equipment to make sure that it is insured for both property and liability. Obligor agrees to provide proof of such insurance to Obligee in the form satisfactory to Obligee. If the Obligor chooses to obtain insurance through a private insurer, the Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments. Obligor also hereby acknowledges that in the event of a casualty to the Equipment that the Obligor is still fully obligated to make all the scheduled Contract Payments to Obligee or to pay off the applicable Purchase Option Price to Obligee. If requested by Obligee, Obligor will list Obligee as loss payee and additional insured if any policies are obtained through a private insurer.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Reimbursement.** Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

### VI. Title and Security Interest

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

## VII. Assignment

**Section 7.01. Assignment by Oblige.** All of Oblige's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Oblige at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Oblige or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02. Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Oblige approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

## VIII. Maintenance of Equipment

**Section 8.01. Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Oblige shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Oblige is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Oblige or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Oblige deems necessary or appropriate to protect Oblige's interest in the Equipment and in this Contract. Obligor shall allow Oblige to examine and inspect the Equipment at all reasonable times.

## IX. Default

**Section 9.01. Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Oblige that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Oblige may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Oblige, unless Oblige agrees in writing to an extension of time. Oblige will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Oblige under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Oblige.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02. Remedies on Default.** Whenever any Event of Default exists, Oblige shall have the right to take one or any combination of the following remedial steps:

- (a) If Obligor fails to make scheduled Contract Payments, then Oblige shall have the right to obtain a judgment against Obligor in an amount not less than the sum of all Contract Payments due as set forth on Exhibit B plus any other amounts that may be owing hereunder. Obligor will be liable for any damage to the Equipment caused by Obligor or its employees or agents. Obligor shall be responsible to Oblige for all costs incurred by Oblige in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.
- (b) With or without terminating this Contract, Oblige may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Oblige to a location specified by Oblige. If Oblige exercises this remedy, Oblige will provide Obligor written notice at least fifteen (15) days prior to the date the Equipment is to be delivered to Oblige. If Obligor fails to deliver the Equipment and any additional collateral, Oblige may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Oblige has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the Contract Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

**Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Oblige is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04. Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Oblige in the event of a default by delivering the Equipment and any additional collateral to the Oblige to a location accessible by common carrier and designated by Oblige. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Oblige all tangible items constituting such software. At Oblige's request, Obligor shall also certify in a form acceptable to Oblige that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Oblige and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Oblige by a common carrier unless the Oblige agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Oblige's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Oblige. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Oblige the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Oblige it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Oblige to sell or lease it to a third party and be free of all liens. If Oblige reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Oblige may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Oblige for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Oblige, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Oblige. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Oblige shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

**X. Miscellaneous**

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.


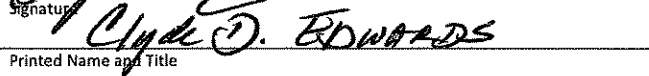
Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**City of Flint, Michigan**

**Lease Servicing Center, Inc. dba National Cooperative Leasing**

  
\_\_\_\_\_  
Signature  
  
Printed Name and Title


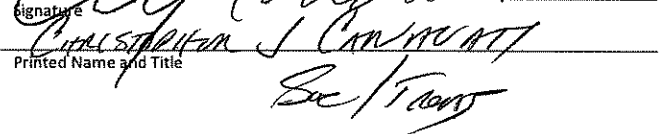
  
\_\_\_\_\_  
Signature  
  
Printed Name and Title  
*Sec/Treas*

EXHIBIT A  
DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Seven (7) 2020 International HV607 Plow Trucks

Physical Address of Equipment after Delivery :

702 W. 12<sup>th</sup> Street, Flint, MI 48503

## EXHIBIT B

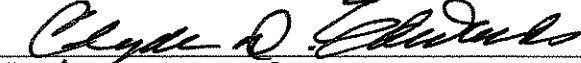
## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

Date of First Payment: At Closing  
 Original Balance: \$1,491,805.00  
 Total Number of Payments: Six (6)  
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$272,943.78	\$0.00	\$272,943.78	\$1,269,664.26
2	27-Sep-20	\$272,943.78	\$39,415.58	\$233,528.20	\$1,022,616.34
3	27-Sep-21	\$272,943.78	\$41,712.52	\$231,231.26	\$776,976.42
4	27-Sep-22	\$272,943.78	\$31,923.71	\$241,020.07	\$524,777.91
5	27-Sep-23	\$272,943.78	\$21,720.51	\$251,223.27	\$265,845.70
6	27-Sep-24	\$272,943.78	\$11,085.36	\$261,858.42	\$0.00

City of Flint, Michigan



Signature

Clyde D. Edwards, City Administrator

Printed Name and Title

\*Assumes all Contract Payments due to date are paid



EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

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I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : Fleet Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Flint, Michigan

  
\_\_\_\_\_  
Signature  
Cynthia D. Edwards, City Administrator  
\_\_\_\_\_  
Printed Name and Title

190417

(CONTRACT)

SUBMISSION NO. \_\_\_\_\_

PRESENTED: 10-9-19

ADOPTED: 10-14-2019

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR SEVEN (7) TANDEM AXLE DUMP TRUCKS**

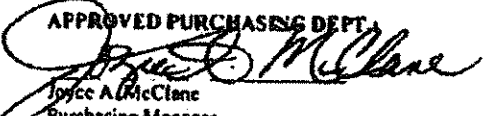
BY THE CITY ADMINISTRATOR:

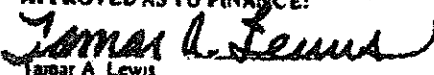
**RESOLUTION**

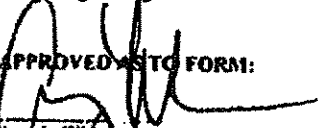
As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to lease/purchase seven (7) each 2019 Tandem Axle Dump Trucks with underbody, wing and front snow plows from the MIDEAL vendor, Tri County International Trucks (Contract #071B6600122) with financing through National Cooperative Leasing using Sourcewell Contract#032615-NCL; and

National Cooperative Leasing, 220 22<sup>nd</sup> Ave. E. Suite 106, Alexandria, MN has submitted a municipal cost agreement to lease/purchase said vehicles using NCL's Source well Contract #032615-NCL. The trucks are to be utilized by the Street Maintenance Department for construction operations and snow removal. The trucks will replace seven (7) 2006 Peterbilt Dump Trucks that have been in service for fourteen (14) years. The Municipal lease term is for six (6) years with an annual payment of \$278,186.65 per year, with a \$1 per vehicle buyout at the end of the lease. Funding for said services will come from the following account: 661-451 100-940.000.

IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order for the first year of a six years lease/purchase of seven (7) each Tandem Axle Dump Trucks with underbody, wing and front snow plows with financing through National Cooperative Leasing over a six year lease/per year, in an amount not to exceed annually of \$278,186.6 with a \$1 per vehicle buyout at the end of the lease

APPROVED PURCHASING DEPT:  
  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:  
  
Tamar A. Lewis  
Deputy Finance Director

APPROVED AS TO FORM:  
  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, Council President

Resolution resolving that 8th Ward Flint City Councilperson Allan Griggs hereby appoints Zack Lessner (1813 Lincoln Drive, Flint, MI 48503) to the Ethics and Accountability Board to serve the remainder of a four (4)-year term, commencing November 25, 2019, and expiring June 25, 2022. [By way of background, Mr. Lessner is replacing John Daly III, who resigned from the Board effective November 12, 2019.]

### **APPOINTMENTS (May Be Referred from Special Affairs)**

**190478**            Mayoral Appointment/City Administrator/Clyde D. Edwards

Resolution resolving that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Clyde D. Edwards as City Administrator, at an annual compensation rate of \$90,000.00, with such earnings paid from Salary and Wages Acct. No. 101-172.100-702.000.

**190481**            Appointment/Ethics and Accountability Board/Joseph Pettigrew

Resolution resolving that 9th Ward Flint City Councilperson Eva L. Worthing hereby appoints Joseph Pettigrew (3214 Cheyenne Avenue, Flint, Michigan, 48507) to the Ethics and Accountability Board for the remainder of a six-year term of office, commencing November 25, 2019, and expiring June 25, 2024. [NOTE: By way of background, Bob Gallagher resigned from his position on the EAB Board effective October 30, 2019.]

### **RESOLUTIONS**

**190394**            Sale of Properties/Acquired from the Genesee County Treasurer

Resolution resolving that the Flint City Council authorizes the appropriate City Officials to do all things necessary to facilitate the sale of the following properties in the following amounts: 6722 Fleming Road, Flint, for \$1,000.00. [NOTE: The Flint City Council adopted a policy, Resolution No. 180627, on April 8, 2019, entitled "City of Flint Policy of Disposition of Acquired Genesee County Treasurer Properties," to handle the sale of such properties.]

**190477**            CO#1/Wade Trim, Inc./Construction Engineering Services/Atherton Road/Dupont Street

Resolution authorizing the Department of Purchases and Supplies to issue change order #1 to Wade Trim, Inc. for Construction Engineering Services for Atherton Road and Dupont Street, to change the account from the Tiger Grant (296-446.300-810.000), to the Major Street Fund Acct. No. 202-441.702-801.000, as requested by Transportation. [NOTE: The Department of Purchases & Supplies was authorized to issue a purchase order to Wade Trim, Inc. for construction engineering services for Atherton Road and Dupont Street in an amount NOT-TO-EXCEED \$3,304,735.00. The remaining money (\$1,180,000.00) is still allocated from the Water Infrastructure Improvements for the Nation (WIIN) and Major Street funds.]

190478

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

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

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

**RESOLUTION APPROVING THE APPOINTMENT OF CLYDE D. EDWARDS AS THE CITY ADMINISTRATOR**

**BY THE MAYOR:**

Pursuant to Flint City Charter Section 4-201, the Mayor of the City of Flint hereby appoints Clyde D. Edwards as the City Administrator.

**WHEREAS**, the City Administrator shall be paid a salary based on an annual compensation rate of \$90,000.00 and paid from account number 101-172.100-702.000. The terms of appointment are attached.

**WHEREAS**, Mayor Sheldon A. Neeley recommends that Clyde D. Edwards be appointed as the City Administrator.

**NOW THEREFORE BE IT RESOLVED**, that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Clyde D. Edwards as the City Administrator.

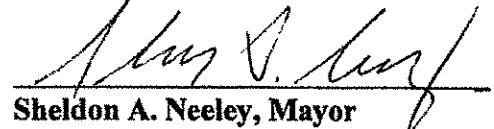
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Tamar Lewis, Deputy Financial Officer

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Sheldon A. Neeley, Mayor

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President

EXHIBIT E

ACT 99 CERTIFICATE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

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The undersigned, the duly authorized and qualified Finance Director of City of Flint, Michigan, County of Genesee, State of Michigan (the "Obligor"), in connection with the execution by the Obligor of the Government Obligation Contract (the "Contract"), in the amount of \$1,491,805.00, dated as of December 27, 2019 by and between the Obligor and Lease Servicing Center, Inc. dba National Cooperative Leasing, hereby certifies as follows:

1. The outstanding balance of all purchases authorized under Act 99 of 1933, exclusive of interest, do not exceed 1-1/4% of the taxable value of the real and personal property in the municipality as of the date of this Contract.
2. Upon request, Obligor can provide to Obligee specific dollar amounts to support this certification.

City of Flint, Michigan

Amanda Trujillo

Signature of Finance Director

Amanda Trujillo, Acting Chief Financial Officer

Printed Name and Title

12/19/19

Dated



**CITY OF FLINT, MICHIGAN  
Department of Law**

**Angela Wheeler  
Chief Legal Officer**

**Sheldon A. Neeley  
Mayor**

**OPINION OF COUNSEL**

December 16, 2019

Lease Servicing Center, Inc. dba National Cooperative Leasing  
220 22<sup>nd</sup> Avenue East, Suite 106  
Alexandria, Minnesota 56308

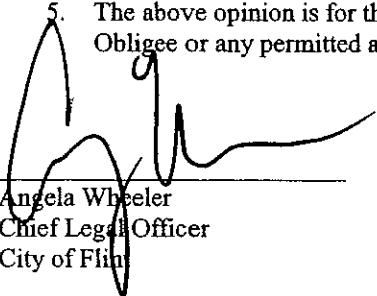
**RE: Government Obligation Contract dated as of December 16, 2019 between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)**

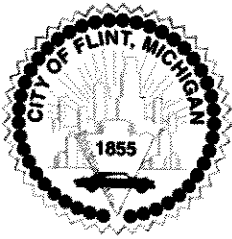
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Ladies and Gentlemen:

As legal counsel to Obligor, I have examined the foregoing Contract and such other opinions, documents and matters of law as I have deemed necessary in connection with the Contract. Based on the foregoing, I am of the following opinions:

1. Obligor is a political subdivision of the State of Michigan, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
2. Obligor has the requisite power and authority to purchase the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract. The Contract and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Obligor, and the Contract is a legal, valid and binding obligation of Obligor enforceable in accordance with its terms.
3. The authorization, approval and execution of the Contract and all other proceedings of Obligor relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Obligor of any of the Obligor's officers or employees to enter into the Contracts.
5. The above opinion is for the sole benefit of the Obligee listed above and can only be relied upon by the Obligee or any permitted assignee or subassignee or successor of Obligee under the Contract.

  
\_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer  
City of Flint



RESOLUTION NO.: 240287  
 PRESENTED: 7-17-2024  
 ADOPTED: \_\_\_\_\_

PROPOSAL #21000605

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DHT TRANSPORT, LLC FOR SEWAGE SLUDGE TRANSPORTATION SERVICES:  
 CHANGE ORDER #1 FOR FY2024**

**WHEREAS**, The Division of Purchases and supplies solicited proposals for Sewage Sludge Transportation services on behalf of the Water Pollution Control Facility. The Water Pollution Control Facility generates approximately 12,000 wet tons of biosolids cake and grit (“Residuals”) from its wastewater treatment process annually. Residuals must be transported off-plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of (3) fiscal years. The contract is in effect for FY22, FY23 and FY24.

**WHEREAS**, Flint City Council adopted Resolution #220288 on July 25, 2022, authorizing a contract with DHT Transportation for FY23 and FY24 in an amount not to exceed \$250,000 for each year.


**WHEREAS**, Due to rainy weather conditions, the WPC generated more biosolids than anticipated and therefore is requested a change order for FY24 for excessive hauling and transportation of sludge cake biosolids for an additional \$40,000.00.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
590-550.300-801.000	PROFESSIONAL SERVICES	\$40,000.00
	<b>FY2024 (GRAND) TOTAL</b>	<b>\$290,000.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to enter into a change order with DHT Transportation for additional sludge hauling and transportation services not to exceed \$40,000.00 for FY2024 (07/01/23-06/30/24) for an FY24 Grand Total amount not to exceed \$290,000.00.

**APPROVED AS TO FORM:**

  
 William Kim (Jul 3, 2024 07:43 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
 Phillip Moore (Jul 3, 2024 07:39 EDT)

**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS / A0238  
 CLYDE D EDWARDS / A0238 (Jul 3, 2024 10:56 EDT)

**Clyde Edwards, City Administrator**

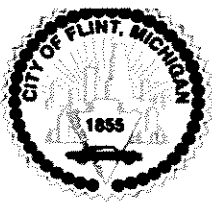
**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
 City Council

**APPROVED AS TO PURCHASING:**

  
 \_\_\_\_\_

**Lauren Rowley, Purchasing Manager**



# CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 6/24/2024

**BID/PROPOSAL#** Proposal 21000605

**AGENDA ITEM TITLE:** Sewage Sludge Cake Hauling/Transport Services, Approved 07/20/2022-Resolution 220288

**PREPARED BY:** Jeanette Best, DPW - Water Pollution Control

**VENDOR NAME:** DHT Transportation

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

Water Pollution Control (WPC) generates approximately 13,000 wet tons of sludge (biosolids) cake and grit ("residuals") from its wastewater treatment process annually. Residuals must be transported to a landfill or other disposal site every weekday. These services are provided with fixed rates, for a period of three fiscal years. The Contract is in effect for FY2022, FY2023, and FY2024. DHT Transportation was awarded the Contract for sludge cake hauling/transportation services as the lowest cost qualified bidder in the amount of \$250,000 per year for three fiscal years totaling \$750,000.

This year FY2024 the WPC generated more (sludge cake) biosolids than anticipated, due to wet weather, that needs to be transported to the landfill. The FY 2024 cost for the excessive hauling/transportation will be an additional \$40,000.00

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

Sewage Sludge Cake Hauling/Transportation Services, Approved 07/20/2022-Resolution 220288  
Account: Sludge Disposal Services, 590-550.100-815.550.

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





# CITY OF FLINT STAFF REVIEW FORM

**FINANCIAL IMPLICATIONS:**

\$250,000.00 from previous fiscal year allocations plus \$40,000.00 from this request. Total for FY 2024 \$290,000.00.

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Professional Services	590-550.300-801.000		\$40,000.00
		Previous FY 2024 Purchase Orders		\$250,000.00
<b>FY2024 GRAND TOTAL</b>				<b>\$290,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 240008920

ACCOUNTING APPROVAL: *[Signature]* Date: 06/24/2024

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: *[Signature]*  
*(Jeanette M. Best, WPC/DPW Manager)*



RESOLUTION NO.: 220288

PRESENTED: JUL 20 2022

ADOPTED: JUL 25 2022

PROPOSAL# 21000605  
BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DHT TRANSPORT, LLC FOR SEWAGE SLUDGE TRANSPORTATION SERVICES**

WHEREAS, Water Pollution Control generates approximately 12,000 wet tons of biosolids cake and grit ("Residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of three fiscal years. The contracts will be in effect for FY2022, FY2023, and FY2024. Three bids were reviewed and a split award is recommended.

WHEREAS, WPC recommends the lowest qualified bidder, DHT Transport, LLC, Reese, MI be awarded the bid for transportation services in the amount of \$250,000 for FY2022 (approved by City Council on June 14, 2021 via Resolution #210264) \$250,000 for FY2023, and \$250,000 for FY2024, totaling \$750,000.

Account Number	Account Name	Amount
590-550.100-815.550	Sludge Disposal Services	FY23 Total \$250,000.00
		FY24 Total \$250,000.00
	<b>FY23/FY24 GRAND TOTAL</b>	<b>\$500,000.00</b>


IT IS RESOLVED, that appropriate City Officials, are hereby authorized to enter into year two (2) of the contract with DHT Transportation to provide sludge disposal transportation services for FY23 (07/01/22-06/30/23) in an amount not-to-exceed \$250,000.00, and year three (3) of the contract for FY24 (07/01/23-06/30/24), pending budget adoption, in an amount not-to-exceed \$250,000.00.

APPROVED AS TO FORM:

  
William Kim | Jul 12, 2022 10:48 EDT

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Robert J.F. Widigan | Jul 12, 2022 10:31 EDT


Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

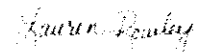
  
CLYDE D. EDWARDS | Jul 12, 2022 11:48 EDT

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED BY  
CITY COUNCIL  
JUL 25 2022 

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



# CITY OF FLINT

## STAFF REVIEW FORM

TODAY'S DATE: 07/05/2022

BID/PROPOSAL: Proposal 21000605

AGENDA ITEM TITLE: Sewage Sludge Cake Hauling/Transport Services

PREPARED BY: Krystal Wallace, Water Pollution Control

VENDOR NAME: DHT Transportation

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Water Pollution Control (WPC) generates approximately 13,000 wet tons of biosolids cake and grit ("residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of three fiscal years. The Contracts will be in effect for FY2022, FY2023, and FY2024. Three Bids were reviewed and a split award is recommended.

WPC recommends the lowest qualified bidder; DHT Transportation be awarded the bid for sludge cake hauling/transportation services in the amount of \$250,000.00 for each of the next three fiscal years, FY 2022, 2023, & 2024, a three-(3) year total of \$750,000.00.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Sludge Disposal Services	590-550.100-815.550		\$250,000.00
<b>FY2023 GRAND TOTAL</b>				<b>\$250,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 230005691

ACCOUNTING APPROVAL: *Krystal Wallace* Date: *07/05/2022*

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO   
(If yes, please indicate how many years for the contract) 3 YEARS, \$250,000.00 per year

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

AUTHORIZED SIGNATURE: *Jeanette Best*  
(Jeanette Best, WPC Manager)



PROPOSAL# 21000605

RESOLUTION NO.: 210264  
PRESENTED: JUN - 9 2021  
ADOPTED: JUN 14 2021

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DHT TRANSPORTATION FOR SEWAGE SLUDGE TRANSPORT SERVICES**

WHEREAS, Water Pollution Control (WPC) generates approximately 13,000 wet tons of biosolids cake and grit ("residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of three fiscal years. The contracts will be in effect for FY2022, FY2023, and FY2024. Three bids were reviewed and a split award is recommended.

WPC recommends the lowest qualified bidder, DHT Transportation be awarded the bid for transportation services in the amount of \$250,000 for each of the next three fiscal years FY2022, FY2023, and FY2024, totaling \$750,000.

Account Number	Account Name	Amount
590-550.100-801.500	Sludge Disposal Services	\$250,000.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$250,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with DHT Transportation to provide sludge disposal transportation services for FY2022, pending budget adoption, for the amount of \$250,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL: Kate Fields  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jenn Ryan, Deputy Finance Director



240288

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

PRESENTED: 7-17-2024

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

Bid 24000026

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO CURBCO SWEEPING, INC.**

The Division of Purchases and Supplies solicited bids for two-year pricing for street sweeping services, as requested by the Steet Maintenance Division, and

Curbco Sweeping, Inc., 3145 S. Dye Rd., Flint, Michigan was the sole bidder. Funding will come from the following account:

Account Number	Account Name	Amount
203-449.201-801.000	Professional Services	\$ 299,700.00
	<b>FY25 GRAND TOTAL</b>	<b>\$299,700.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to enter into a contract with Curbco Sweeping, Inc. for street sweeping services, in the amount not to exceed \$299,700.00.

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS / A0248  
CLYDE D EDWARDS / A0248 (Jul 8, 2024 15:50 EDT)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

William Kim  
William Kim (Jul 8, 2024 15:43 EDT)  
William Kim  
City Attorney

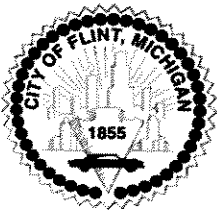
**APPROVED AS TO FINANCE:**

Phillip Moore  
Phillip Moore (Jul 8, 2024 15:38 EDT)  
Phillip Moore  
Chief Finance Officer

**APPROVED AS TO PURCHASING:**

Lauren Rowley  
Lauren Rowley, Purchasing Manager

FY25 - KRN



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** July 8, 2024

**BID/PROPOSAL#** 24-026

**AGENDA ITEM TITLE:** Street Sweeping

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

**VENDOR NAME:** Curbco Sweeping, Inc.

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

Street Maintenance requested bids to sweep the City of Flint streets. A full street sweeping has not been performed in several years. The City of Flint is awaiting new street sweepers which are scheduled to arrive in the fall of this year. Current equipment keeps breaking down and city crews are sweeping when the equipment is working. Curbco Sweeping, Inc. was the sole bidder and the price to sweep all local streets for a grand total of \$299,700.00. Getting all streets swept will allow the City of Flint a clean slate to start back sweeping streets next spring with the new equipment.

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

None. The City has never bid out street sweeping, nor have they ever used the vendor Curbo Sweeping, Inc.

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

The residents will have clean streets from one end of the City of Flint to the other end for the first time in several years.

**Section IV: FINANCIAL IMPLICATIONS:**

There is money available in the account listed below.

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



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

Dept.	Name of Account	Account Number	Grant Code	Amount
Streets	Professional Services	203-449.201-801.000		\$299,700.00
<b>FY25 GRAND TOTAL</b>				<b>\$299,700.00</b>

PRE-ENCUMBERED?    YES     NO     REQUISITION NO: 250009011

ACCOUNTING APPROVAL: *Kathryn Neumann*    Date: \_\_\_\_\_  
Kathryn Neumann (Jul 8, 2024 13:23 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 \$ 299,700.00

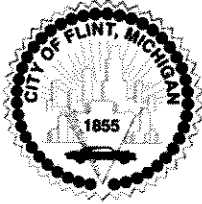
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_  
*Rodney McGaha*  
Rodney McGaha (Jul 8, 2024 13:39 EDT)  
*(Rodney McGaha, Director of Transportation)*



240289

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

PRESENTED: 7-7-2024

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

**PROPOSAL#24000456**

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO HAVE COMPLETE AUTO & TRUCK PARTS, INC. FOR THE CITY OF FLINT POLICE DEPARTMENT TOWING AND STORAGE SERVICES FOR FY25**

**WHEREAS,** The Division of Purchases and Supplies solicited proposals for towing and storage services on behalf of the City of Flint Police Department:

**WHEREAS,** The Police Chief has recommended that, sole bidder, Complete Auto & Truck Parts, Inc., 3401 North Dort Highway, Flint, MI be awarded the contract for these said services for FY2025.

**WHEREAS,** The City of Flint Police Department is requesting a contract with Complete Auto & Truck Parts, Inc. services, in a FY25 amount not to exceed \$430,000.00.

ACCOUNT NUMBER	ACCONT NAME	Amount
101-303.206-801.000	Professional Services	\$430,000.00

**IT IS RESOLVED,** that the Proper City Officials, upon City Council’s approval, are hereby authorized to enter into a contract with Complete Auto & Truck Parts, Inc. for the City of Flint Police Department for towing and storage services, for a total not to exceed \$430,000.00 for FY2025 (07/01/24 – 06/30/2025).

**APPROVED AS TO FORM:**

*William Kim*  
William Kim (Jun 24, 2024 14:41 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

*Phillip Moore*  
Phillip Moore (Jun 24, 2024 13:42 EDT)

**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

*CLYDE D EDWARDS / A0233*  
CLYDE D EDWARDS / A0233 (Jun 24, 2024 15:15 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
**City Council President**

**APPROVED AS TO PURCHASING:**

*Lauren Rowley*

**Lauren Rowley, Purchasing Manager**





# CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 06/12/2024

**BID/PROPOSAL#** 24000456

**AGENDA ITEM TITLE:** TOWING & STORAGE – FY25

**PREPARED BY:** Candice Smith – Police Department

**VENDOR NAME:** COMPLETE AUTO & TRUCK PARTS, INC.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint Police Department has to contract out towing and storage services and a bid was sent out to which Complete Auto & Truck Parts, Inc. was the sole bidder; therefore, the City of Flint Police Department is requesting approval from the Division of Purchases and Supplies a Purchase Order in the amount of \$430,000.00 for Fiscal Year 2025 (July 1, 2024 through June 30, 2025).

**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:**

N/A

**FINANCIAL IMPLICATIONS:**

N/A

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	101-303.206-801.000		\$430,000.00
<b>FY-25 GRAND TOTAL</b>				<b>\$430,000.00</b>

**PRE-ENCUMBERED? YES  NO  REQUISITION NO: 24-0008714**

**ACCOUNTING APPROVAL:** Candice Smith  
Candice Smith - Jun 21, 2024 11:46 EDT **Date:** \_\_\_\_\_

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



# CITY OF FLINT STAFF REVIEW FORM

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: Terence Green  
Terence Green (Jun 24, 2024 10:34 EDT)  

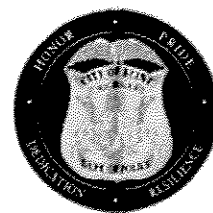
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*(Terence Green – Chief of Police)*



**Sheldon Neeley**  
Mayor

**FLINT POLICE DEPARTMENT**  
CITY OF FLINT, MICHIGAN



**Terence Green**  
Chief of Police

**MEMORANDUM**

**TO:** Lauren Rowley, Purchasing **DATE:** June 12, 2024  
**FROM:** Terence Green, Chief of Police  
**SUBJECT: TOWING & STORAGE SERVICES – PROPOSAL 24000546**

The Division of Purchases and Supplies solicited bids for Police Vehicle Towing & Storage for a one-year period. Complete Auto & Truck Parts, Inc. was the sole qualified bidder for this solicitation.

After careful review of the submitted proposal, it is the recommendation of the City of Flint Police Department to Award the above-referenced proposal to Complete Auto & Truck Parts, Inc. for a one-year period for FY25.

I am requesting that a Resolution be presented to Council for the Flint Police Department to enter into a contract for the above-mentioned amount.

If you have any questions or concerns, feel free to give me a call at (810) 237-6810.

Thank you.

Terence Green  
Chief of Police

Flint Police Department  
210 E. Fifth Street - Flint, Michigan 48502  
(810) 237-6868 FAX: (810) 237-6960



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

**Vehicle Towing/Storage**

**Proposal #24000546**

Approximate Annual Quantities – Not Guaranteed

Furnish as requested for the period 7/1/25 – 6/30/26

**Bidder #1: Complete Auto & Truck Parts, Inc/ Complete Towing  
Flint, MI**

**Tow Rates/Fee Schedule**

**BID FORM**

**RATE PER SERVICE**

DESCRIPTION	FY2025	FY2026
Rate to tow a car or light truck	\$ 65.00 /TOW	\$ 70.00 /TOW
Rate to tow a heavy duty vehicle (GVWR 7,000 lb. or greater)	\$ 225.00 /TOW	\$ 225.00 /TOW
Rate to tow a motorcycle	\$ 80.00 /TOW	\$ 85.00 /TOW

Rate for Accident Cleanup	\$ 70.00 /HOURLY	\$ 75.00 /HOURLY
Additional Information	\$250.00/hour	\$275.00/hour
Heavy Duty Cleanup for roll-over, etc/ or excessive man power		

**Tow Rates/Fee Schedule**

**BID FORM**

Daily Storage Fee (not to exceed 30- days for the City of Flint abandonment designation)	\$ 25.00 /DAILY	\$ 30.00 /DAILY
Additional Information	\$55.00/day	\$60.00/day

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



Medium/Heavy Storage		
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Rate for auctioneer services (this fee will be either a flat rate per vehicle or a percentage (%) of gross revenue from sales divisible by the number of vehicles auctioned)	<b>\$</b> <b>/FLAT RATE PER VEHICLE</b> <b>OR</b> <b>3% (PERCENTAGE)</b>	<b>\$</b> <b>/FLAT RATE PER VEHICLE</b> <b>OR</b> <b>3% (PERCENTAGE)</b>
Additional Information		

Use of two trucks for one tow	<b>\$ 70.00 /EACH</b>	<b>\$ 75.00 /EACH</b>
Additional Information	<b>\$225.00/each truck</b>	<b>\$225.00/each truck</b>
Heavy		

Miscellaneous tows would be towing that is requested by the City for purposes of moving vehicles during street paving season or emergency snow removal.	<b>\$ 65.00 /EACH</b>	<b>\$ 65.00 /EACH</b>
Additional Information		

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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

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

**Purchasing Checklist:**

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



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

**SCOPE OF WORK ATTACHED SEPARATELY.**

**MINIMUM SPECIFICATIONS FOR SERVICES FOR VEHICLE TOWING AND/OR STORAGE  
DISPOSAL**

The City of Flint is requesting submission of proposals to provide towing and/or storage and disposal services for abandoned vehicles taken into custody under MSA 9.1952(2), Sec. 257.252, as amended; for vehicles taken under the parking provisions of Section 28-1.1 of the Flint City Code; for City vehicles disabled or reasons other than flat tires or being out of gas; for vehicles involved in police investigations and/or crime enforcement activities; and for vehicles damaged in an accident to an extent that they must be towed from the scene and owner or operator is unable to remove or cause the vehicle to be removed, and if the owner or operator does not choose a towing service to remove the vehicle.

The purpose of this proposal is to encourage competition among businesses to provide the City of Flint with the highest level of service available by a proposer who may collect reasonable towing and storage fees for vehicles administered under Section 28-1.1 of the Flint City Code by the Flint Police Department. The RFP will be used to select a primary and secondary backup towing service. In the event that the primary contract holder is unable to respond within 20 minutes of a tow request by the City of Flint Police Department, they will contact the secondary backup contractor for towing service. All proposals should be detailed to explain the advantages of their services and all associated costs.

**FACILITIES**

1. The Proposer "Custodian" shall have an office and storage area in compliance with local zoning ordinances. The storage area shall be surfaced and shall be so graded and drained as to dispose of all surface water and to provide a durable and without dust surface irrespective of season, capable of storing at least 250 vehicles.
2. The Proposer shall erect fencing around the storage yard and building that is at least eight (8) feet in height, and shall provide and maintain adequate illumination of the premises.
3. The Proposer shall provide and maintain a telephone line dedicated solely to the service of this agreement and personnel to answer the line at all times for the purpose of responding to calls for service from the Police Department.
4. The Proposer shall furnish inside storage capable of holding twenty (20) vehicles. This may also be used by the police to store other evidence.

**EQUIPMENT**

1. All wreckers shall be licensed and comply with all applicable licensing, safety, and insurance requirements of Sections 12-103, 12-106, and 12-107, respectively, of the City of Flint Code.
2. The Proposer shall furnish a sufficient number of suitably equipped wreckers of sufficient capacity so that the proposer is able to meet the twenty minute response criteria as stated under "Performance" number 2.
3. In addition to any equipment required by Section 12-106 of the Flint City Code, any non-flatbed wrecker responding to a call under this contract must be equipped with dollies and a shovel and broom for accident scene cleanup.



4. The Proposer shall furnish suitable equipment for handling vehicles in the storage area. The Proposer shall not use forklift trucks to move vehicles impounded and stored incident to this contract.

#### **PERFORMANCE**

1. The Proposer shall always have an employee on duty to permit police officials to inspect and/or process impounded vehicles at any lot.
2. The response time of the Proposer to any call shall not exceed 20 minutes.
3. The Proposer shall provide properly trained and licensed wrecker drivers. Wrecker drivers shall clean the street as provided in Section 12-112 of the Flint City Code, whenever removing a vehicle from an accident scene, and shall clear the street of debris related to the tow when necessary at other towing scenes at no cost to the City.
4. Upon request of the Police Department, the Proposer will immediately dispatch suitable equipment to all designated vehicles to wherever the driver or owner designates, or, if the owner or driver is not able to designate or fails to designate a destination; or, if the Police Department has decided to impound the vehicle, then to the Proposer's appropriate vehicle storage area, or other area designated by the Chief of Police/or Designee.
5. Vehicles to be towed shall be identified to the Proposer by a member of the Flint Police Department, and except for vehicles of the Police Department and vehicles held as evidence of a crime, an inventory of the vehicle and its contents shall be taken by the police officer and a representative of the Proposer, to include a listing of any damage. This shall be accomplished by visual inspection and recorded on a standard impound form furnished by the Flint Police Department, and signed by the police officer and the wrecker driver immediately.
6. Upon arrival at the storage area, the Proposer shall prepare a standard impound card, completing all information requested on the card, and thereafter updating the information as necessary. The completed card must be available for the Police Department's review for all vehicles impounded in the prior twenty-four hour period no later than 8:00 am, Monday through Saturday, and maintained in an orderly, business-like filing system.
7. The Proposer shall provide a minimum of two yard personnel at all storage sites during regular business hours (must be open Mon-Sat, 9 am - 6 pm, except Holidays) for the purpose of escorting customers to and from their vehicles to maintain the security of the yard.
8. Impounded vehicles to be preserved as evidence of a crime will not be entered or driven by any employee or agent of the Proposer until the vehicle has been processed by the Police Department or Crime Lab. In the event it becomes necessary to move evidence vehicles, this will only be accomplished with a tow truck or tow motor furnish by the Proposer, unless specifically directed otherwise by the officer in charge of the criminal investigation at no cost to the City.
9. The Proposer shall protect any impounded vehicle from theft, vandalism or damage of any type as specified in Section 12-110 of the Flint City Code, and is solely responsible for any damage, theft or vandalism occurring subsequent to taking custody of the vehicle.
10. No impounded vehicles or seized vehicle shall be released from the storage area without

the proper release form or release authorization provided by the Flint Police Department for such purposes. When a vehicle is towed to the Proposer's vehicle storage area, and is not being held as evidence of a crime, nor is it impounded by the Police Department, nor is it a Police vehicle, nor a vehicle used in connection with Police business, the Proposer must release the vehicle to the owner upon payment of the charges as provided in the proposal.

11. Every Wednesday morning before 10:0 A.M., the Proposer will furnish the Police Department, on a form provided by the Flint Police Department, with a list of vehicles which are currently on their lot towed pursuant to this agreement. The Police Department will then furnish the Proposer with a TR52 form for vehicles not held as evidence or forfeiture vehicles, with the notation that the vehicles are to be sold at Public Auction. With the authorization from the Police Department, the Proposer is then solely responsible for the disposal of unclaimed vehicles according to current law governing said vehicles with no compensation by the City, unless otherwise notified by the City.
12. The Proposer shall provide towing for City of Flint Police vehicles and those vehicles used in connection with City business, free of charge, except for those that are disabled solely because (a) they are out of gas, or (b) they have a flat tire. This free towing shall be limited to vehicles towed from and to any location within 20 miles of the Flint City limits.
13. All evidence vehicles and drug forfeiture vehicles shall be towed and stored free of charge. Storage fees for these vehicles, if released to the owner, will not begin to accrue until the hold on the vehicle has been released by the Chief of Police/or Designee.
14. When a fee waiver is submitted with ~~by~~ authorization of the Chief of Police/~~or~~ Designee, no fee shall be charged other than said amount on the waiver, for the release of the vehicle to the owner or the City of Flint as of said date. For any day proceeding the date of the waiver that the owner does not pick up their property, will incur accrued fees according to the daily fee.
15. Proposer agrees it will not scrap, sell, damage or alter any vehicle impounded by the City of Flint until approved by the Chief of Police or Designee. In the event that a Court of competent jurisdiction or City Attorney orders an impounded vehicle to be returned to the owner without cost, the vehicle will be released at no cost to the owner or the City of Flint. The Proposer further agrees that it will compensate the owner of any impounded vehicle that Proposer scraps, sells, damages, or alters prior to receiving authorization from the aforementioned.
16. The Proposer shall be responsible to assure that all of the employees and agents performing work under this agreement comply with all of the provisions of this agreement including those governing charges for service provided under this agreement.
17. The Proposer must furnish the City with copies of Business Licenses and Insurance Certificates which are to be attached to the proposal at the time it is submitted. The Proposer agrees to update the City, in writing and with copies of certificates of insurance, if there is any change in insurance coverage or supplier during the term of this agreement.
18. In the event that the City requires towing of a vehicle with a rated load capacity in excess of one ton, or a trailer with a length in excess of 16 feet, and the proposer does not have the capability to tow the vehicle or trailer, the City shall have the vehicle towed by a company capable of handling the tow at the sole discretion of the City.

**MICHIGAN VEHICLE CODE (EXCERPT)**  
**Act 300 of 1949**

**257.25g Manner of conducting public sale; application of money received; priority; absence of bidders; acquisition of distressed vehicle; application for salvage certificate of title; canceling entry in law enforcement information network; obtaining original bill of sale.**

Sec.252g. (1) Subject to section 252a(16), a public sale for a vehicle and its contents that has been determined to be abandoned under section 252a or removed under section 252d shall be conducted in the following manner:

- (a) It shall be under the control of the police agency. However, a police agency may designate the custodian of the vehicle or a third party to conduct the auction.
- (b) It shall be open to the public and consist of open auction bidding or bidding by sealed bids.

If sealed bids are received, the person submitting the bid shall receive a receipt for the bid from the police agency or the agency's designee or, if the vehicle is being sold under section 252a (16), the custodian of the vehicle.

- (c) Except as otherwise provided in sections 252a (16) and (17) and 252b (7), it shall be held not less than 5 days after public notice of the sale has been published.
- (d) The public notice shall be published at least once in a newspaper having a general circulation within the county in which the vehicle was abandoned. The public notice shall give a description of the vehicle for sale and shall state the time, date, and location of the sale.

(2) The money received from the public sale of the vehicle shall be applied in the following order of priority:

**(a) Accrued towing and storage charges. *However, if the money received from the public sale does not satisfy the accrued towing and storage charges, the towing company may collect the balance of those unpaid fees from the last titled owner, subject to section 252i.***

(b) Expenses incurred by the police agency or the custodian of the vehicle.

(c) Payment of the \$40.00 abandoned vehicle fee described in section 252f (3) (a).

(d) Any extra money shall be sent to the department of treasury's unclaimed property division to be disbursed as follows:

- (i) To the secured party, if any, in the amount of the debt outstanding on the vehicle.
- (ii) Remainder to the owner. A reasonable attempt shall be made to mail the remainder to the last titled owner. If delivery of the remainder cannot be accomplished, the remainder shall become the property of the unit of government governing the location from which the vehicle was towed.

(3) If there are no bidders on the vehicle, the police agency or the custodian of the vehicle may do one (1) of the following:

- (a) Turn the vehicle over to the towing firm or the custodian of the vehicle to satisfy charges against the vehicle. However, if the value of the vehicle does not satisfy the towing fees and accrued daily storage fees, the custodian of the vehicle may collect the balance of those unpaid fees from the last titled owner, subject to section 252i.

- (b) Obtain title to the vehicle for the police agency or the unit of government the police agency represents, by doing the following:
  - (i) Paying the towing and storage charges.
  - (ii) Applying for title to the vehicle.
- (c) Hold another public sale under subsection (1).
- (4) A person who acquires ownership of a vehicle under subsection (1) or (3) that has been designated as a distressed vehicle shall apply for a salvage certificate of title within 15 days after obtaining the vehicle.
- (5) Upon disposition of the vehicle, the police agency or towing agency or custodian shall provide the secretary of state and the police agency, if that police agency did not conduct the sale, with the vehicle's disposition and the name of the agency that disposed of it and the police agency shall cancel the entry in the law enforcement information network.
- (6) Not less than 25 days after the date of notice required under section 252a, if the police agency does not provide a copy of the bill of sale by the police agency for the abandoned vehicle to the towing agency or custodian or police agency's designee, the towing agency or custodian or police agency designee may obtain an original of the bill of sale by submitting an application to the secretary of state in a form as determined by the secretary of state.

#### **AUCTION**

An auction shall be held pursuant to MCLA 257.252(a) (9) and 257.252(d)(6), and 257.252 (g) in order to dispose of any vehicles which have not been released, redeemed, or declared "abandoned scrap vehicle" and were towed pursuant to this contract. **Any proceeds of sale after the impound facility towing and storage fees (maximum collectable storage fee may not exceed 30-days for abandoned vehicle designation) along with auctioneer service fees shall be invoiced and supplied with the list by VIN and impound number of all vehicles auctioned.**

**All billings and lists shall be forwarded to the office of the Chief of Police prior to any withholding and accounting of the referenced fees. Such documentation shall be provided no later than 72 hours after the completion of auction. Pursuant to MCLA 257.252(g), the City of Flint will only return that amount in total that was bid on any auction vehicle in satisfaction of the towing, 30-day storage and vehicle title (if available) or the Michigan Department of State Request for TR-52L Abandoned Vehicle/Vessel Bill of Sale in satisfaction of an abandoned vehicle will be provided by The City of Flint to the Proposer or impound facility. As allowed under statute, any fees or amounts over and above the bid total uncollected from the City of Flint may be pursued for collection by the impounding facility from the last titled vehicle owner (Section 257.252g (2) (a) subject to section 252i).**

- The Proposer shall provide the following services in connection with the auction process:
- Provide a reasonable attempt to insure the vehicles scheduled for auction will start, such as charging the battery and providing fuel.
  - Provide assistance in crowd control, security of the keys for the vehicles, and conduct a review of the scheduled auction vehicles with the auction participants prior to the auction. A minimum of one hour should be allowed for this process to take place.

- Provide personnel to start vehicles when it is scheduled for auction and control the keys to insure successful bidder receives them.

**Tow Rates/Fee Schedule**

It is the intent of the City to seek and evaluate proposal submissions for providing towing services on a continuous basis 24 hrs./day 7 days/week over a one-year period with the option to renew an additional two-years upon mutual acceptance of contract parties. Those submitting proposals are requested to submit pricing for the continuation of said services for the one-year period and propose additional year's pricing on a separate sheet with business letterhead and signed by a duly authorized agent or employee of the Proposer. Vehicles will be taken into custody under MSA 9.1.1952(2), Sec. 257.252, as amended; for vehicles taken under the parking provisions of Section 28-1.1 of the Flint City Code; for vehicles disabled for reasons other than flat tires or being out of gas; for vehicles involved in police investigations and/or crime enforcement activities; and for vehicles damaged in an accident to an extent that they must be towed from the scene and the owner/operator is unable to remove or cause the vehicle to be removed, and if the owner or operator does not choose a towing service to remove the vehicle.

The City is requesting vendors to provide a price to tow vehicles, daily rate to store vehicles, and auction service fees to the City to carry out these tasks. Vendor is to list any additional fees either on this document or on a separate piece of paper that will be assessed for this service.

The undersigned hereby certifies that he/she has read the specifications for Vehicle Towing Services - City of Flint and submits the following prices:

**Tow Rates/Fee Schedule**

**BID FORM**

Complete Towing

**RATE PER SERVICE**

DESCRIPTION	FY2024-25	FY2025 26
Rate to tow a car or light truck	\$ 65.00/TOW	\$ 70.00 /TOW
Rate to tow a heavy duty vehicle (GVWR 7,000 lb. or greater)	\$ 225.00 /TOW	\$ 225.00 /TOW
Rate to tow a motorcycle	\$ 80.00 /TOW	\$ 85.00 /TOW

Rate for Accident Cleanup	\$ 70.00/HOURLY	\$ 75.00 /HOURLY
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Additional Information Heavy Duty Cleanup for roll-over, etc. or excessive man power	\$250.00/Hour	\$275.00/Hour
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**Tow Rates/Fee Schedule**  
**BID FORM**

Daily Storage Fee (not to exceed 30- days for the City of Flint abandonment designation)	\$ 25.00 /DAILY	\$ 30.00 /DAILY
Additional Information Medium/Heavy Storage	\$55.00/day	\$60.00/day

Rate for auctioneer services (this fee will be either a flat rate per vehicle or a percentage (%) of gross revenue from sales divisible by the number of vehicles auctioned)	\$  /FLAT RATE PER VEHICLE  OR 3% % (PERCENTAGE	\$  /FLAT RATE PER VEHICLE  OR 3% % (PERCENTAGE
Additional Information	Please see attached	auction addendum details.

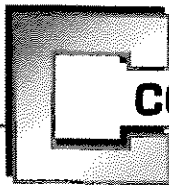
Use of two trucks for one tow	\$ 70.00 /EACH	\$ 75.00 /EACH
Additional Information Heavy	\$225.00/ each truck	\$225.00/each truck

Miscellaneous tows would be towing that is requested by the City for purposes of moving vehicles during street paving season or emergency snow removal.	\$ 65.00 /EACH	\$ 65.00 /EACH
Additional Information		

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**Tow Rates/Fee Schedule**  
**BID FORM**

Stated Mandated Fees	N/A - City of Flint	collects all impound fees
1. Abandoned Vehicle Fee collected from last registered owner.	\$ /EACH	\$ /EACH
2. Secretary of State Processing Fee	\$ /EACH	\$ /EACH
<b><i>**Should any vehicle be released for salvage/Auction to the impound facility agent, these fees will not be assessed as part of the total fee values to the City of Flint.</i></b>		
Additional Information		



# COMPLETE AUTO & TRUCK PARTS, INC.

## COMPLETE TOWING

June 3, 2024

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

RE: Request for Proposal No. P24000546  
Vehicle Towing and Storage

Exhibit A  
Additional Information for Proposal and Third Year Rates

Complete Towing is the best company to provide the services requested. We have all the facilities, equipment, and personnel already in place. There will be no start-up delays or confusion because we have been running an impound yard for over 35 years. Our yard has enough storage space to store more than 500 vehicles, which exceeds the space requested. In addition to being experienced and fully capable of managing the towing and storage according to your requirements we also provide the following services and benefits to the City of Flint and its community:

1. We have staff on duty 24 hours a day for security along with camera surveillance to protect the vehicles impounded by the City of Flint.
2. We allow Flint Fire Dept. to use our premises for training: (see attached photos)
  - Jaws of Life
  - Any type of training where cars are needed
  - We supply the vehicles for them to destroy
  - And make them user friendly by removing batteries, gas tanks, and antifreeze – making sure there are no contaminants leaking on the ground or any fire hazard.
3. We allow the Flint Police Dept to bring out their advanced accident class so they can train on the crash vehicles
4. We allow the Flint Police Dept to bring in their K-9 units for training (see photos)
5. We allow the Flint Police Dept the use of our inside hoist whenever it is needed for their investigation

3401 N. Dort Highway • Flint, MI 48506 • Towing (810) 235-1711 • Fax (810) 235-8144  
Parts (810) 235-9166 • Toll Free (888) 235-9100 • [www.completetowing.us](http://www.completetowing.us)

Towing • Used parts • Industrial Equipment • Auto & Truck Sales • Parts Locator Service • Storage Containers

**24 HOUR TOWING • USED PARTS**



6. We offer assistance through our on-duty mechanics, with the removal of automobile parts from evidence vehicles, under the direction of the Officer in charge of the case.
7. We store equipment at the request of FPD at no charge to the city.
8. We assist the impound officer whenever needed

**Third year rates for FY 2027:**

All rates will be the same as quoted for FY 2026 with one exception:

Rate to tow a car or light truck: FY 2027 will be \$75.00/tow

Also, if we may be so bold, one improvement we would like to suggest is that we be informed on a weekly basis which impound vehicles the City of Flint has released. This would allow us to better track the vehicles you store at our facility and let you know if there is a vehicle here you assume is picked up, but it isn't and thus perhaps preventing the need for a duplicate TR52.

We feel it is a privilege and appreciate the opportunity to continue to provide towing, storage, and these value-added services for the City of Flint. If there are any questions regarding our proposal, please call me at 810-235-1711 or email me at [admin@completetowing.us](mailto:admin@completetowing.us).

Sincerely,  
Complete Auto & Truck Parts, Inc.  
Complete Towing

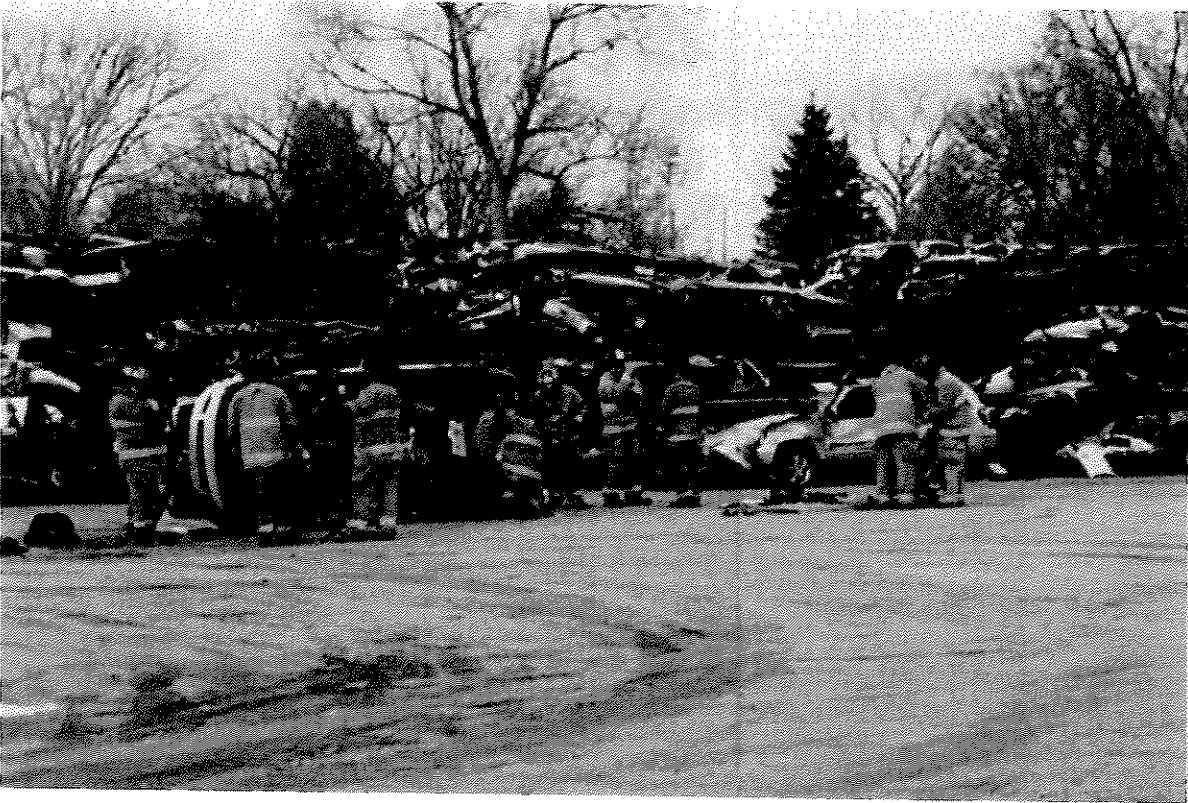


James D. Patton

JP/pb

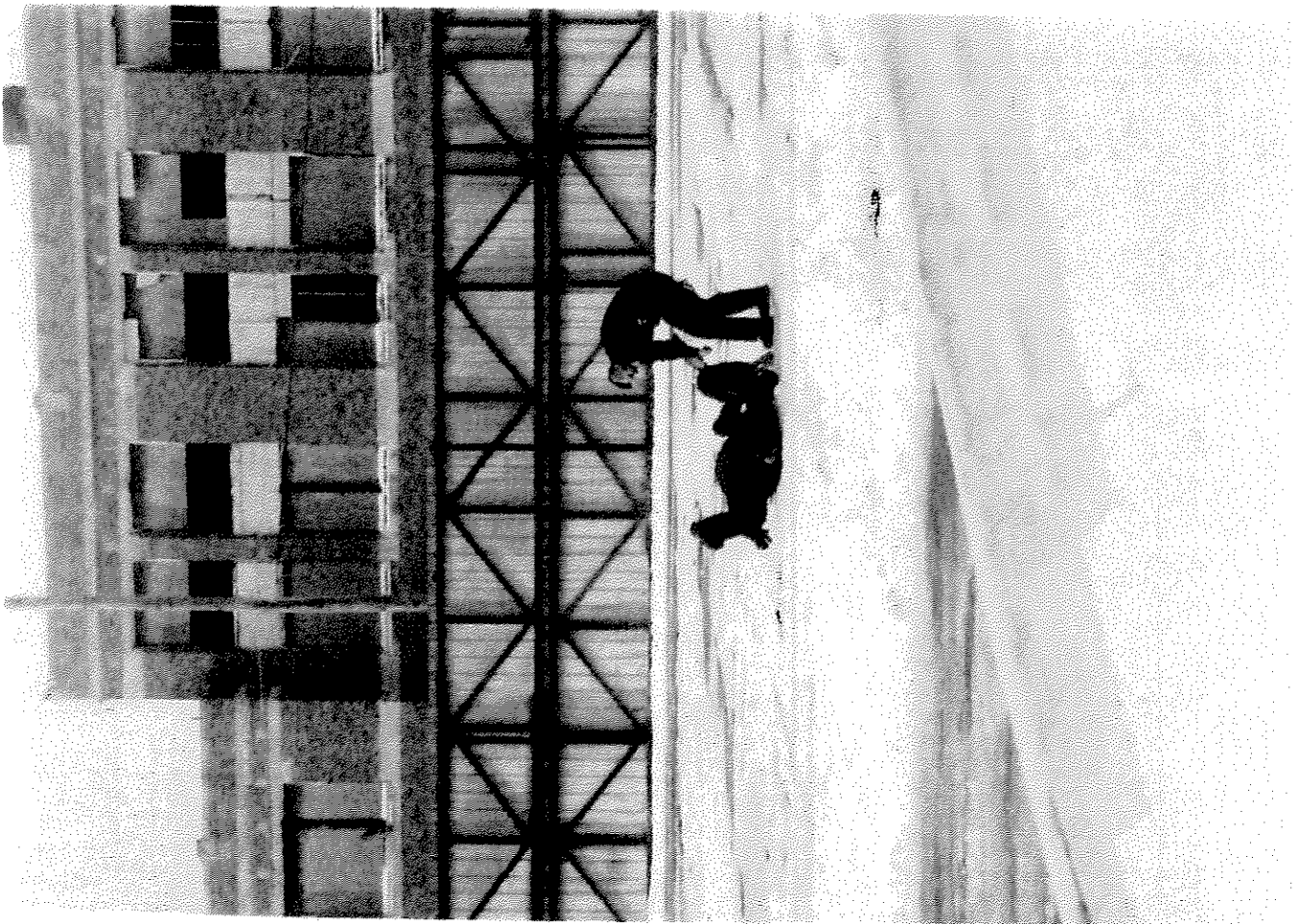
(This letter is a supplemental attachment to the RFP # 24000546)











COMPLETE TOWING  
3401 N. Dort Hwy  
Flint, MI 48506

**AUCTION ADDENDUM**

Excerpt from Proposal:

**"Auction**

An auction shall be held pursuant to MCLA 257.252(a) (9) and 257.252 (d) (6), and 257.252 (g) in order to dispose of any vehicles which have not been released, redeemed, or declared "abandoned scrap vehicle" and were towed pursuant to this contract. **Any proceeds of sale after the impound facility towing and storage fees (maximum collectable storage fee may not exceed 30-days for abandoned vehicle designation) along with auctioneer service fees shall be invoiced and supplied with the list by VIN and impound number of all vehicles auctioned."**

The auction services we provide after a Flint Police Officer checks the vehicle for eligibility for auction will include the following:

- Place the vehicle in a separate lot for auction
- Remove the license plates
- Contract with a licensed professional auctioneer
- Pay the auctioneer
- Schedule the auction on a date agreeable to the City of Flint
- Contract for and pay for the advertising in the Flint Journal and on M-Live
- Publicize the auction on our website - including a list of vehicles
- Provide personnel during the auction to secure the cars from theft or damage
- Provide personnel during the auction to assist with bidders' questions
- Provide personnel for the three days following the auction for release of vehicles
- Record and report auction results within 72 hours of completion

As compensation for these services, we agree to accept the terms explained in the proposal. We will charge the City of Flint the towing fee and the 30 days storage and the auctioneer fee (3.0%) for each vehicle up to, but not to exceed, the total bid amount each vehicle sold for at auction.

However, because this RFP is an abrupt deviation from the way these auction proceeds were handled historically, we would just like to point out another method of calculating the fees for managing these auctions would be to simply bill the City of Flint Sixty Percent (60%) of total auction proceeds. Either method is acceptable to Complete Towing.

**EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS**

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

Please see included letter

Please list Licenses:

CDL or Chauffer license for all tow operators  
Sales Tax License, Dealer License, Repair Facility License  
Salvage Vehicle Agent License  
Junk Dealer License

How long have you been in business?

Since 1985

Have you done business with the City of Flint?

Yes

If yes, please state the project name.

Impound Towing and Storage  
Heavy Towing Services  
Vehicle Inspections

**EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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6. List any contracts not completed on time.

N/A

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

N/A

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

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

**Reference #1:**

Company/Municipality: Flint Police Department  
Contact Person: Terence Green Title: Chief  
Address: 210 E Fifth Street  
City: Flint State: MI Zip: 48502  
Telephone: 810-237-6868 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: Towing and Recovery and Impound Storage and Auction  
\_\_\_\_\_  
Project Timeline (Dates): 39 years Budget: \_\_\_\_\_

**Reference #2:**

Company/Municipality: Genesee County Sheriff Department  
Contact Person: Chris Swanson/Robert Pickell <sup>(prior)</sup> Title: Sheriff  
Address: 1002 S Saginaw St  
City: Flint State: MI Zip: 48503  
Telephone: 810-257-3406 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Type of Project: Towing and Recovery and Impound Storage  
\_\_\_\_\_  
Project Timeline (Dates): 39 Years Budget: \_\_\_\_\_

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

Reference #3:

Company/Municipality: Gain Auto Theft

Contact Person: Chris Swanson Title: Sheriff

Address: 1002 S Saginaw St

City: Flint State: MI Zip: 48502

Telephone: 810-257-3422 Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: Towing and Recovery Storage and Impound

Project Timeline (Dates): 19 years Budget: \_\_\_\_\_

RFP 24000546



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: The Campbell Group, 4808 Broadmoor Ave SE, Kentwood MI 49512. CONTACT NAME: Sarah Bednarsky, PHONE: 800-748-0351 ext 1379, FAX: 800-847-3129, E-MAIL: sbednarsky@thecampbellgrp.com. INSURER A: Fremont Insurance Company, NAIC #: 13984.

COVERAGES CERTIFICATE NUMBER: 26851289 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL BUSH, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Garage Keepers On Hook/ Cargo Coverage.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Garage Keepers Legal Liability coverage includes \$2,500 comprehensive and collision deductibles.

CERTIFICATE HOLDER: City of Flint, 1101 South Saginaw Street, Flint MI 48502. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Bob P. ...

❖ EXHIBIT F – NON-BIDDER’S RESPONSE

VENDOR’S NAME: Complete Towing (N/A – We are bidding)

NON-BIDDER’S RESPONSE

For the purpose of facilitating your firm’s response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder’s failure to respond to “Invitations to Bid”. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this “Invitation to Bid” for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is:

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ OTHER: \_\_\_\_\_

\_\_\_\_\_

Thank you for your participation in this bid.

❖ EXHIBIT G – CITY OF FLINT AFFIDAVIT

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Genesee

James D Patton being duly sworn, deposes and says that she/he/they  
is President of Complete Auto & Truck Parts, Inc., d/b/a Complete Towing  
(Official Title) (Name of Corporation)

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

Subscribed and sworn to before me at Complete Towing, in said County and State,  
this 3 day of June, A.D. 20 24,

Peggy Buby

My Commission expires 3/30, 20 25 \*Notary Public, Genesee County, MI

240290



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

PRESENTED: 7-17-2024

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

**RESOLUTION APPROVING A BUDGET AMENDMENT AND AUTHORIZATION FOR THE CITY OF FLINT TO ACCEPT A \$1,000,000.00 GRANT FROM THE US ENVIRONMENTAL PROTECTION AGENCY**

**BY THE MAYOR:**

Whereas, The City of Flint was awarded funding from the Environmental Protection Agency (grant number: OOE03636), and

Whereas, the amount awarded is \$1,000,000, and

Whereas, the grant will extend for three (3) years, from June 1, 2024 to May 31, 2027, and

Whereas, the cumulative awarded amount may be \$1,000,000, and


Whereas, the grant is awarded to the City of Flint, as the fiduciary, and five community partner organizations, to support the environmental justice efforts of the US Environmental Protection Agency to facilitate a community engagement process that will result in a Flint Climate Change and Resiliency Plan;

Account Number	Account Name	Amount
296-704.750-702.010	WAGES - FULL-TIME (NON-EXEMPT)	\$214,375
296-704.750-702.020	SALARIED EMPLOYEE (EXEMPT)	\$13,625
296-704.750-705.000	SICK, VACATION AND ACCRUED LEAVE PAY	0
296-704.750-706.000	HOLIDAY PAY	\$5,412
296-704.750-710.100	UNEMPLOYMENT COMPENSATION (SUTA)	\$3,675
296-704.750-710.200	FICA (SOCIAL SECURITY)	\$6,635
296-704.750-710.300	MEDICARE	\$3,901
296-704.750-713.000	WORKERS COMPENSATION	\$886
296-704.750-714.300	EMPLOYER HEALTH CARE SAVINGS PLAN (HCSP)	\$5,922
296-704.750-716.100	MERS HYBRID DEFINED CONTRIBUTION PENSION	\$9,607
296-704.750-717.100	MERS HYBRID DEFINED BENEFIT PENSION	\$14,316
296-704.750-718.010	HEALTH INSURANCE PREMIUMS	\$33,531
296-704.750-718.300	LIFE INSURANCE	\$986
296-704.750-718.400	OPTICAL INSURANCE	\$754
296-704.750-718.500	DENTAL INSURANCE	\$1,823
296-704.750-719.100	ACCRUED ABSENCES	\$2,280
296-704.750-801.000	PROFESSIONAL SERVICES	\$540,000
296-704.750-802.000	CONTRACTUAL SERVICES	\$90,000
296-704.750-969.100	INDIRECT COST ALLOCATION	\$52,272
	Total:	\$1,000,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to abide by the terms of the Environmental Justice Government – to – Government (EJG2G) grant # OOE03636 in the amount of \$1,000,000.00 for three (3) years total, to appropriate revenue and expenditure amounts using grant code FEPA-EVG2G24, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.

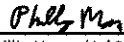
**ADMINISTRATION:**

**Approved as to Form:**

  
William Kim (Jul 9, 2024 15:47 EDT)

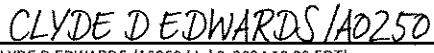
**William Kim, City Attorney**

**Approved as to Finances:**

  
Phillip Moore (Jul 9, 2024 16:01 EDT)

**Phillip Moore, Chief Financial Officer**

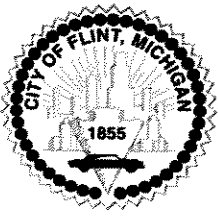
**For the City of Flint:**

  
CLYDE D EDWARDS /A0250  
CLYDE D EDWARDS /A0250 (Jul 9, 2024 18:39 EDT)

**Clyde Edwards, City Administrator**

**Approved by City Council:**

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# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** July 5, 2024

**BID/PROPOSAL#:** N/A

**AGENDA ITEM TITLE:** RESOLUTION APPROVING A BUDGET AMENDMENT AND AUTHORIZATION FOR THE CITY OF FLINT TO ACCEPT A \$1,000,000.00 GRANT FROM THE US ENVIRONMENTAL PROTECTION AGENCY

**PREPARED BY:** Faith Groesbeck

**VENDOR NAME:** N/A

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

More than two years before this grant was written and submitted, the City of Flint was an active participant of a sustainability group that included representatives from supporting organizations and subawardees. This group's collaborative efforts led to the recognition that to meet their sustainability goals, funding to support a community engagement process to create a Climate Change and Resiliency Plan for the City of Flint would need to be secured. Therefore, in the Spring of 2023, the group's efforts shifted focus to completing an application for the Environment Protection Agency's Environmental Justice Government-to-Government grant.

The accepted project includes collaborating with community and academic partners to facilitate the creation of a Climate Change and Resiliency plan for the City of Flint that accurately reflects the desires and needs of its residents. The plan will be integrated into existing plans, like Imagine Flint, to guide future allocation of resources, prepare for the impacts of climate change, and equitably build resiliency into the planning, development, and public health efforts of city government. Such a plan will be necessary to align goals with the MI Healthy Climate Plan and seek additional implementation funding at the state and federal levels.

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

N/A

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

The City of Flint has been overburdened by environmental pollution and racism for decades. Examples include challenges with housing safety and affordability, legacy pollution from manufacturing, the Flint Water Crisis, hazardous chemicals polluting waterways, concentrated industrial activity in racially segregated neighborhoods and resulting health disparities, and widespread blight and illegal dumping. In part, for these stated reasons, the City of Flint's Charter includes the affirmation of

CDE/ authorized administration version





# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

environmental justice as a value to uphold. Once the grant activities commence, there will be many opportunities for all residents to participate in events, provide input, listen to the needs of other community members, and act on environmental and climate concerns.

This grant includes three years of funding for a Sustainability Coordinator for the City of Flint that will administer this project, increase the capacity to seek out and obtain additional funding for related projects, and make this a permanent position.

Subawardee partners include:

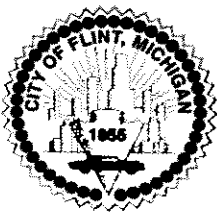
- \* Environmental Transformation Movement of Flint
- \* Flint River Watershed Coalition
- \* Michigan United
- \* Crim Fitness Foundation
- \* North Flint Neighborhood Action Council

#### Section IV: FINANCIAL IMPLICATIONS:

The FY25 budget will increase by \$1,000,000 for Fund 296 Department 704.750, with grant code FEPA-EVG2G24, with the ability to roll over any remaining funds to subsequent fiscal years, until the end of the grant period on May 31, 2027.

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

Account Number	Account Name	Amount
296-704.750-702.010	WAGES - FULL-TIME (NON-EXEMPT)	\$214,375
296-704.750-702.020	SALARIED EMPLOYEE (EXEMPT)	\$13,625
296-704.750-706.000	HOLIDAY PAY	\$5,412
296-704.750-710.100	UNEMPLOYMENT COMPENSATION (SUTA)	\$3,675
296-704.750-710.200	FICA (SOCIAL SECURITY)	\$6,635
296-704.750-710.300	MEDICARE	\$3,901
296-704.750-713.000	WORKERS COMPENSATION	\$886
296-704.750-714.300	EMPLOYER HEALTH CARE SAVINGS PLAN (HCSP)	\$5,922
296-704.750-716.100	MERS HYBRID DEFINED CONTRIBUTION PENSION	\$9,607
296-704.750-717.100	MERS HYBRID DEFINED BENEFIT PENSION	\$14,316
296-704.750-718.010	HEALTH INSURANCE PREMIUMS	\$33,531
296-704.750-718.300	LIFE INSURANCE	\$986
296-704.750-718.400	OPTICAL INSURANCE	\$754
296-704.750-718.500	DENTAL INSURANCE	\$1,823



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

296-704.750-719.100	ACCRUED ABSENCES	\$2,280
296-704.750-801.000	PROFESSIONAL SERVICES	\$540,000
296-704.750-802.000	CONTRACTUAL SERVICES	\$90,000
296-704.750-969.100	INDIRECT COST ALLOCATION	\$52,272
	<b>Total:</b>	<b>\$1,000,000</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO:

ACCOUNTING APPROVAL: *Phillip Moore* Date: 07/09/2024  
Phillip Moore (Jul 9, 2024 16:01 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

Contracts for subawardees will be drafted using an EPA template, be revised through our legal department and signed by subawardees, according to the budget detail in the grant. Any other contractual services will be sought out and paid for through our standard financial procedures.

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

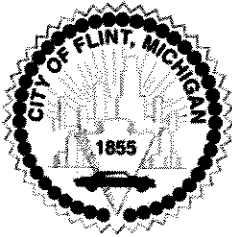
OTHER IMPLICATIONS *(i.e., collective bargaining)*: N/A

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

DEPARTMENT HEAD SIGNATURE:

*Faith Groesbeck*  
Faith Groesbeck (Jul 9, 2024 15:36 EDT)

*(Faith Groesbeck, Public Health Manager)*



RESOLUTION NO.: 240291  
 PRESENTED: 7-17-2024  
 ADOPTED: \_\_\_\_\_

PROPOSAL #24000551

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO L.A. CONSTRUCTION FOR THE AVON PUMP STATION DEMOLITION**  
**(CSWRF PHASE IV)**

**WHEREAS**, The Division of Purchases & Supplies solicited proposals for the construction projects for Phase IV of the Michigan State Revolving Fund Loan Project Plan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan. For The Demolition of the Avon Pump Station, L.A. Construction Corporation, Flint, MI was the lowest responsive bidder for his proposal with a bid of \$2,049,602.30.

**WHEREAS**, The Avon Street Pump Station was built to redirect high sewage flows from the 3<sup>rd</sup> Ave. Interceptor to the tunnel interceptor, but subsequent modifications have rendered it now inoperable. Demoiing this structure along with the connecting equipment, wiring and piping will result in a grassy area that matches surrounding grade.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
590-550.441-802.085	Avon Pump Station Const.	\$2,172,578.42
	<b>FY2025 TOTAL</b>	<b>\$2,172,578.42</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to enter into a contract with L.A. Construction Corporation for the Avon Pump Station Demolition project for FY25 (07/01/24-06/30/25) in an amount not-to-exceed \$2,172,578.42 (which includes a 6% contingency of \$122,976.12), contingent upon successful financial arrangements with the SRF Program.

**APPROVED AS TO FORM:**

  
 William Kim (Jul 5, 2024 08:01 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
 Phillip Moore (Jul 5, 2024 07:39 EDT)

**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**


CLYDE D EDWARDS / A0243  
 CLYDE D EDWARDS / A0243 (Jul 8, 2024 11:37 EDT)

**Clyde Edwards, City Administrator**

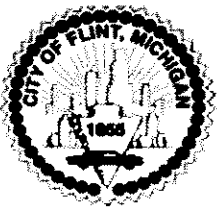
**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
 City Council

**APPROVED AS TO PURCHASING:**

  
 \_\_\_\_\_

**Lauren Rowley, Purchasing Manager**



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** July 2, 2024

**BID/PROPOSAL:** 24000551

**AGENDA ITEM TITLE:** Avon Pump Station Demolition – CWSRF Phase IV

**PREPARED BY:** Jeanette M. Best  
WPC/DPW Manager

**VENDOR NAME:** L.A. Construction Corporation

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

The WPC Avon Street Pump Station was built to redirect high sewage flows from the 3<sup>rd</sup> Avenue interceptor to the tunnel interceptor. However subsequent modifications to the sewer system rendered it inoperable. This project will demolish the three (3) existing screw pumps, including connected ancillary equipment, wiring, piping and other appurtenances from within the Pump Station building and exterior wet well. Work includes the removal of the wet well structure to 18 inches below existing grade, removing gates, piping, and wiring from within the wet well, as well as bulk heading opening into and out of the wet well. The remaining wet well structure will then be backfilled with compacted fill material, and a 42-inch bypass sewer will be constructed, followed by the placement of topsoil and seed, resulting in a grassy area that matches surrounding grade.

I recommend that the lowest qualified bidder, L.A. Construction Corporation, be awarded the bid in the amount of \$2,049,602.30 + 6% (\$122,976.12) contingency = \$2,172,578.42 for the WPC Avon Pump Station Demolition.

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

\$2,803,052.42 Saginaw St. Water Main Replacement. Wade Trim was the Engineering Firm for this project and the Senior Project Manager's comments are as follows:

The lowest responsive bid [for the Avon Demo Project] was from LA Construction Corporation (LA) with a base proposal total of \$2,049,602.30. LA has completed a number of projects throughout the City of Flint and is currently wrapping up the Saginaw Street Improvements project. Based on the work they have done to date and our knowledge of their work for the City, we have no objections to awarding them this project.

Given this, Wade Trim recommends that the City award the Avon Pumping Station Demolition project to LA for a total price of \$2,049,602.30. If you have any questions regarding this recommendation, please contact us.

Very truly yours,  
Wade Trim, Inc.  
Tiffany L. Harrison, PE  
Senior Project Manager



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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

The demolition of this unusable pumping station will correct and rehabilitate the sewer at this location and it will remove a public nuisance and safety hazard.

### Section IV: FINANCIAL IMPLICATIONS:

This project is funded by the 2024 CWSRF program.

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW/WPC	Avon PS Construction	590-550.441-802.085		\$2,172,578.42
<b>FY24 GRAND TOTAL</b>				<b>\$2,172,578.42</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250008987

*This encumbrance is contingent upon final approval from MI-EGLE for this CWSRF project. Once approved the funds will be made available. EGLE requires an approved resolution for the project prior to final approval.*

ACCOUNTING APPROVAL: *K. Stello* Date: *7/3/24*

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: *Jeanette M. Best*  
(Jeanette M. Best, WPC/DPW Manager)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

**Avon Pump Station Demolition**

**Proposal #24000551**

Approximate Annual Quantities – Not Guaranteed

Furnish as requested for the period 7/1/24 – 6/30/25

**Bidder #1: Zito Construction Company  
Grand Blanc, MI.**

**Total Contract Price: \$4,480,000.00**

**Bidder #1: L.A. Construction Corporation  
Flint, MI.**

**Total Contract Price: \$2,049,602.30**

**\*\*Both contractors have satisfied the minimum Purchasing guidelines by attending the mandatory pre-bid meeting, sending 1 electronic bid and 2 hard copies.**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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

**SECTION 00 42 43  
PROPOSAL**

City of Flint - Water Pollution Control Facility, G-4652 Beecher Road, Flint, Michigan 48532

Project: WPCF Avon Pumping Station Demolition

**BIDDER INFORMATION**

Bidder Name: L. A. CONSTRUCTION CORPORATION

By (Printed Name): AARON C. ADKINS, VICE PRESIDENT

Signature: \_\_\_\_\_

Address: 3453 N. LINDEN RD., FLINT, MI 48504

Phone No: 810-659-7565

Email: laconstructioncorporation@gmail.com

The Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with the City of Flint in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Agreement, and in accordance with the Contract Documents.

In submitting their Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined copies of all Contract Documents, (consisting of Plans dated 05-22-2024 and Project Manual dated 05-22-2024) which he understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which has been acknowledged.
  - A. Addendum 1 Acknowledged by: AARON C. ADKINS Date: 06/17/2024
  - B. Addendum \_\_\_\_\_ Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_
  - C. Addendum \_\_\_\_\_ Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_
2. Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work, and has made such independent investigations as Bidder deems necessary.
3. Their Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
4. The Bidder agrees to complete the Work, in accordance with the Contract Documents, for the following Contract Price:

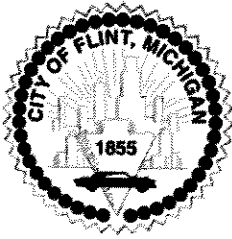
Item	Description	Quantity	Unit	Unit Price	Amount
1	Demolition of Screw Pumps, Ancillary Equipment and Appurtenances	1	LSUM	\$ <u>135,348.00</u>	\$ <u>135,348.00</u>
2	Demolition, Backfill & Restoration of Wet Well	1	LSUM	\$ <u>292,829.41</u>	\$ <u>292,829.41</u>
3	Construct 42-inch Bypass Sewer	1	LSUM	\$ <u>1,621,424.89</u>	\$ <u>1,621,424.89</u>

**Total Contract Price (Items 1 through 3)**

**\$2,049,602.30 TWO MILLION FORTY NINE THOUSAND SIX HUNDRED TWO DOLLARS AND 30 CENTS**

5. The Bidder by submitting a Bid, thereby certifies that Bidder or a qualified designated person in Bidder's employ has examined the Contract Documents provided by the Owner for bidding purposes. Further, they certify that Bidder or Bidder's qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions which Bidder anticipates from the information provided for Bidding.
6. The Bidder by submitting a Bid agrees to complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, Bidder agrees to complete the Work under whatever conditions Bidder may create by Bidder's own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.
7. The Bidder by submitting a Bid, declares that Bidder has familiarized them self with the location of the proposed Work and the conditions under which it must be constructed. Also, Bidder has carefully examined the Plans, the Specifications, and the Contract Documents, which Bidder understands and accepts as sufficient for the purpose and agrees that Bidder will Contract with the Owner to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.
8. The Bidder will provide a bid bond, in the amount of at least five (5) percent of the amount Bid, drawn payable to City of Flint as security for the proper execution of the Agreement.
9. The Bidder by submitting a Bid agrees that if awarded Contract, to sign the Agreement and submit satisfactory bonds and certificates of insurance coverage and other evidence of insurance required by the Contract Documents within 15 days after the date of Owner's Notice of Award.
10. The Bidder by submitting a Bid agrees that time is of the essence and, if awarded Contract, that the Work will be Completed on or before the dates/days as specified in the Agreement.
11. Liquidated damages, as specified in the General Conditions, Supplementary Conditions and Agreement, shall also apply to the Substantial Completion date.
12. Engineering and inspection costs incurred after the final completion date shall be paid by the Contractor to the Owner as specified in the Conditions of the Contract and Agreement.
13. Proposals may not be withdrawn for a period of 90 days after bid opening.
14. The following documents are made a condition of this Proposal:
  - A. Required Bid Security
  - B. Legal Status of Bidder
  - C. Non-Collusion Affidavit





RESOLUTION NO.:

240292

PRESENTED:

7-17-2024

ADOPTED:

PROPOSAL #24000550

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO J. RANCK ELECTRIC, INC. FOR ELECTRICAL DISTRIBUTION IMPROVEMENTS-TRANSFORMERS (CSWRF PHASE IV)**

**WHEREAS**, The Division of Purchases & Supplies solicited proposals for the construction projects for Phase IV of the Michigan State Revolving Fund Loan Project Plan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan. For Electrical Distribution Improvements-Transformers, J. Ranck Electric. Inc., Mt. Pleasant, MI was the lowest responsive bidder for his proposal with a bid of \$4,451,225.00.


**WHEREAS**, The WPC has multiple electrical transformers located on site and at the 3<sup>rd</sup> Avenue Pumping Station. They have exceeded their useful life and need improvements to avoid potential failure and assure reliability for WPC operation locations.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
590-550.441-802.086	Electrical Dist. Imp. Construction	\$4,718,269.00
	<b>FY2025 TOTAL</b>	<b>\$4,718,269.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to enter into a contract with J. Ranck Electric Inc. for Electrical Distribution Improvements-Tranformers Project for FY25 (07/01/24-06/30/25) in an amount not-to-exceed \$4,718,269.00 (which includes a 6% contingency of \$267,044.00), contingent upon successful financial arrangements with the SRF Program.


**APPROVED AS TO FORM:**

  
William Kim (Jul 5, 2024 08:02 EDT)  
William Kim, City Attorney

**APPROVED AS TO FINANCE:**

  
Phillip Moore (Jul 5, 2024 07:38 EDT)  
Phillip Moore, Chief Financial Officer

**FOR THE CITY OF FLINT:**

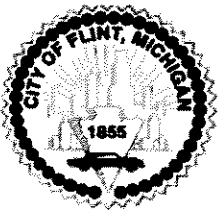
  
CLYDE D EDWARDS / A0244  
CLYDE D EDWARDS / A0244 (Jul 8, 2024 11:37 EDT)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
City Council

**APPROVED AS TO PURCHASING:**

  
Lauren Rowley, Purchasing Manager



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** July 2, 2024

**BID/PROPOSAL:** 24000550

**AGENDA ITEM TITLE:** WPC Electrical Distribution Improvements – Transformers, CWSRF Phase IV

**PREPARED BY:** Jeanette M. Best  
WPC/DPW Manager

**VENDOR NAME:** J. Ranck Electric, Inc.

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

The WPC has multiple electrical transformers located on site and at the Third Avenue Pumping Station. The most recent installation of the transformers was 50 years ago. Some are even older. They have exceeded their useful life and could fail at any time. This project includes the replacement of the following transformers a) Sludge Thickener b) Oil Barn Transformer c) Incinerator Complex Transformers (2) d) Northwest Pump Station Transformers (2) e) Digester Transformer f) East Pumping Station Transformers (2) g) Third Avenue Pumping Station Transformers (2). It also includes updating of electrical coordination study, short circuit and arc-flash analysis and replaces the existing Third Ave. Pumping Station primary distribution transformers.

I recommend that the lowest qualified bidder, J. Ranck Electric, Inc. be awarded the bid in the amount of \$4,451,225.00 + 6% (\$267,044) contingency = \$4,718,269.00 for the WPC Electrical Distribution Improvements – Transformers.

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

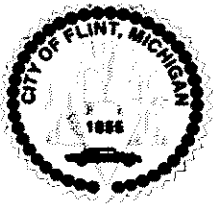
\$14,546,563.00 CWSRF Phase 3 Electrical Distribution Improvements, Resolution 230245 adopted 7-31-2023. WPCF is currently working with J. Ranck. Their work has been satisfactory. They are issuing submittals for specified equipment but have not yet started physical installation of the equipment. Electrical equipment has an extremely long lead time and can only be ordered after the submittals are approved by the engineer.

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

The replacement of the very old transformers will assure reliability.

## Section IV: FINANCIAL IMPLICATIONS:

This project is funded by the 2024 CWSRF program.



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW/WPC	Electrical Dist Imp Construction	5590-550.441-802.086		\$4,718,269.00
		<b>FY25 GRAND TOTAL</b>		<b>\$4,718,269.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250008989

*This encumbrance is contingent upon final approval from MI-EGLE for this CWSRF project. Once approved the funds will be made available. EGLE requires an approved resolution for the project prior to final approval.*

ACCOUNTING APPROVAL: *[Signature]* Date: 07/03/2024

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: *[Signature]*  
*(Jeanette M. Best, WPC/DPW Manager)*



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
**Electrical Distribution Improvements - Transformers**  
**Proposal #24000550**  
Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/24 – 6/30/25

Bidder #1: Halligan Electric, Inc.  
Davison, MI.

**Based Bid: \$5,822,776.00**

Bidder #2: Newkirk Electric Associates, Inc.  
Flint, MI.

**Based Bid: \$6,380,000.00**

Bidder #3: Superior Electric Great Lakes Company  
Troy, MI.

**Based Bid: \$6,964,225.00**

Bidder #4: J. Ranck Electric, Inc.  
Mt. Pleasant, MI.

**Based Bid: \$4,451,225.00**

**\*\*PLEASE NOTE THAT J.RANCK HAS TIMELY SUBMITTED THEIR BID AND WAS READ PUBLICLY  
AT 3:15PM EST.**

**\*\*All contractors have attended the mandatory pre-bid meeting. Superior Electric only  
submitted one hard copy.**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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

SECTION 00400 - BID FORM

City of Flint  
Water Pollution Control  
Electrical Distribution Improvements - Transformers

Contract 200-156238-23001

THIS BID IS SUBMITTED TO:

City of Flint – Finance Department Division of Purchase and Supplies  
Owner  
1101 S. Saginaw St., Room 203, 2<sup>nd</sup> Floor  
Address  
Flint, MI 48502  
City, State, Zip

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>June 3, 2024</u>
<u>2</u>	<u>June 18, 2024</u>
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all:
1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and
  2. Reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. In preparation of this Bid, Bidder acknowledges that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, 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, or a disability that can be reasonable accommodated. OWNER will require this covenant be placed in the Contract with any subcontractor employed in the performance of this Contract.
- K. All claims and disputes arising from related Work at Site by other contractors shall be settled in accordance with Paragraph 7.03 of the Supplementary Conditions.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. BID PRICE FOR ALL WORK Four Million Four Hundred Fifty-one Thousand Two Hundred Twenty-five Dollars (\$4,451,225.00)  
(use words) (figures)

B. All specific allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

1. Included in the Bid Price is a Lump Sum Allowance for Consumers Energy services related to turning off each source of power in the amount of \$50,000.

6.01 CONTRACTOR shall list subcontractors proposed for the following Work.

<u>Discipline</u>	<u>Subcontractor Name</u>
Demolition	N/A
Concrete	N/A
Concrete Repair	N/A
Painting	N/A
Process Piping and Equipment	N/A
HVAC	N/A
Electrical	J. Ranck Electric, Inc.
Instrumentation	N/A
Other	N/A

7.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

8.01 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

9.01 The following documents are attached to and made a condition of this Bid:

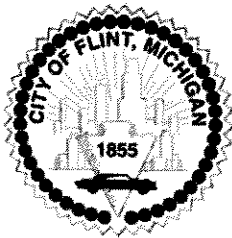
- A. Evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract; and
- B. Required Bid Security in the form of a certified check, bank check, or a Bid Bond; and

10.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on June 26, 2024.

State Contractor License No. 6104713 (If applicable)





RESOLUTION NO.: 240293

PRESENTED: 7-17-2024

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

PROPOSAL #24000549

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO RIC-MAN CONSTRUCTION FOR 3<sup>RD</sup> AVE. PUMP STATION FORCE MAIN REHABILITATION (CSWRF PHASE VI)**

WHEREAS, The Division of Purchases & Supplies solicited proposals for the construction projects for Phase IV of the Michigan State Revolving Fund Loan Project Plan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan. For the 3<sup>rd</sup> Ave. Pump Station Force Main Rehabilitation project, Ric-Man Construction, Inc., Sterling Heights, Michigan was the sole responsive bidder for this proposal with a base bid of \$54,994,484.00.

WHEREAS, The 3<sup>rd</sup> Avenue Pumping Station (TAPS) rehabilitation is necessary to ensure continuous flow from TAPS to the WPC Facility. The project will prevent basement backups and pipe failure. This project will also include Final Testing of the force mail system upgrades upon construction completion.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
590-550.441-802.087	3 <sup>rd</sup> Ave. FM Imp. Construction	\$54,994,484.00
	<b>FY2025 TOTAL</b>	<b>\$54,994,484.00</b>

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a contract with Ric-Man Construction, Inc. for the 3<sup>rd</sup> Avenue Force Main Rehabilitation Project for FY25 (07/01/24-06/30/25) in an amount not-to-exceed \$54,994.484 (which includes a 6% contingency), contingent upon successful financial arrangements with the SRF Program.

APPROVED AS TO FORM:

*William Kim*  
William Kim (Jul 9, 2024 15:28 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

*Phillip Moore*  
Phillip Moore (Jul 9, 2024 15:19 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

*CLYDE D EDWARDS / A0251*  
CLYDE D EDWARDS / A0251 (Jul 9, 2024 18:40 EDT)

Clyde Edwards, City Administrator

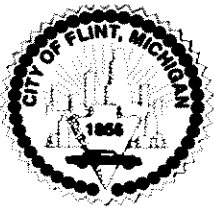
APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
City Council

APPROVED AS TO PURCHASING:

*Lauren Rowley*

Lauren Rowley, Purchasing Manager



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** July 2, 2024

**BID/PROPOSAL:** 24000549

**AGENDA ITEM TITLE:** 3<sup>rd</sup> Avenue Pump Station Force Main Rehab – CWSRF Phase IV

**PREPARED BY:** Jeanette M. Best  
WPC/DPW Manager

**VENDOR NAME:** Ric-Man Construction, Inc.

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

The WPC 3<sup>rd</sup> Avenue Pumping Station (TAPS) was built in 1925 and the WPCF was constructed between 1925-1927. Force mains were constructed between the 3<sup>rd</sup> Avenue Pumping Station and the WPCF in 1925 and a second one in 1974. These force mains are well beyond their useful life and need to be rehabilitated. Phase 1 of this project will provide flow isolation for the existing parallel 50-inch and 72-inch forcemains at the upstream Third Avenue Pump Station (TAPS) and the downstream Water Pollution Control Facility (WPCF), including rehab work on the concrete trestle supports at two aerial crossings for the existing 50-inch and 72-inch forcemains. Phase 2 includes pipe lining rehabilitation of the existing 72-inch PCCP force main between TAPS and WPCF which is listed in several segments. It is the intent of the project to award the entire Phase 1 and Phase 2A and 2B Base Bid work. This will also include Final Testing of the force main system upgrades upon construction completion.

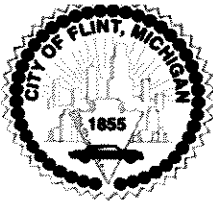
I recommend that the I recommend that the sole qualified bidder, Ric-Man Construction, Inc., be awarded the bid in the amount of \$54,994,484.00 (the 6% contingency is included) for WPC 3<sup>rd</sup> Avenue Pump Station Force Main Rehabilitation.

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

\$0

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

Rehabilitation of the TAPS force main will assure continuous flow from TAPS to the WPC. Isolation valves will allow the forcemains to be inspected and repaired should they need it avoiding pipe failures. It will also prevent basement back up and sewage discharges to the river when pipe maintenance is needed.



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

### Section IV: FINANCIAL IMPLICATIONS:

This project is funded by the 2024 CWSRF program.

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW/WPC	3 <sup>rd</sup> Ave Forcemains Imp Construction	590-550.441-802.087		\$54,994,484.00
<b>FY2025 GRAND TOTAL</b>				<b>\$54,994,484.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250008990

*This encumbrance is contingent upon final approval from MI-EGLE for this CWSRF project. Once approved the funds will be made available. EGLE requires an approved resolution for the project prior to final approval.*

ACCOUNTING APPROVAL:  Date: 07/02/24

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:   
(Jeanette M. Best, WPC/DWP Manager)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

**3<sup>rd</sup> Avenue Pump Station Rehab**

**Proposal #24000549**

Approximate Annual Quantities – Not Guaranteed

Furnish as requested for the period 7/1/24 – 6/30/25

**Bidder #1: Ric-Man Construction, Inc.**  
**Sterling Heights, MI.**

**Base Bid: \$54,994,484.00**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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

**SECTION 00 42 43  
PROPOSAL**

Owner: City of Flint

Project: Third Avenue Pumping Station Forcemain Rehabilitation

Project Location: 2301 University Avenue, Flint MI 48504 MI

**BIDDER INFORMATION**

Bidder Name: RE-MAN CONSTRUCTION, INC.

By (Printed Name): STEVEN MANCINI

Signature: [Signature]

Address: FIELD MAUND RD STERLING HEIGHTS, MI

Phone No: 586-739-5010

Email: SMANCINI@RE-MAN.COM

The Bidder proposes and agrees, if their Bid is accepted, to enter into an Agreement with the City of Flint in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Agreement, and in accordance with the Contract Documents.

In submitting their Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined copies of all Contract Documents (consisting of Plans dated Ready for Bidders date and Project Manual dated Ready for Bidders date) which Bidder understands and accepts as sufficient for the purpose, including any and all Addenda officially issued, the receipt of which has been acknowledged.

- A. Addendum 1 Acknowledged by: [Signature] Date: 6/19/24
- B. Addendum 2 Acknowledged by: [Signature] Date: 6/26/24
- C. Addendum \_\_\_\_\_ Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

- 2. Bidder has examined the surface and subsurface conditions where the Work is to be performed, the legal requirements and local conditions affecting cost, progress, furnishing or performance of the Work, and has made such independent investigations as Bidder deems necessary.
- 3. Their Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the Owner.
- 4. The Bidder agrees to complete the Work, in accordance with the Contract Documents, for the following Contract Price:

*See Next Page for Base Bid*

**Addendum 02**  
**Issued 06-24-2024**

**Base Bid:**

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LSUM	\$ <u>1,000,000</u>	\$ <u>1,000,000</u>
2	Third Avenue Pumping Station (TAPS) Modifications for New Header	1	LSUM	\$ <u>18,655,000</u>	\$ <u>18,655,000</u>
3	Forcemain Valve Vaults and Piping Modifications at Water Pollution Control Facility (WPCF)	1	LSUM	\$ <u>7,900,000</u>	\$ <u>7,900,000</u>
4	Temporary Bypassing Pumping System at WPCF during Outlet Modifications	1	LSUM	\$ <u>2,750,000</u>	\$ <u>2,750,000</u>
5	Trestle Locations 1 and 2 Rehabilitation/Repairs	1	LSUM	\$ <u>639,484</u>	\$ <u>639,484</u>
6	Phase 2A 72-inch Forcemain Cleaning and Internal Inspection-TAPS to WPCF	1	LSUM	\$ <u>1,000,000</u>	\$ <u>1,000,000</u>
7	Phase 2B 72-inch Forcemain Rehabilitation from Sta 118 + 00 to 167 + 50 and Sta 2+48 to Sta 4 + 50	1	LSUM	\$ <u>18,700,000</u>	\$ <u>18,700,000</u>
8	Testing of Existing 50-inch and Rehabilitated 72-inch Forcemain	1	LSUM	\$ <u>255,000</u>	\$ <u>255,000</u>
9	Owner Controlled Contingency Allowance	1	LSUM		\$3,900,000
10	TAPS Utility Relocations for Work by Utility Companies	1	LSUM		\$175,000
11	SCADA Allowance	1	LSUM		\$20,000

**Unit Price Breakdown for Item 5 - Trestle Locations 1 and 2 Rehabilitation/Repairs:**

Item	Description	Quantity	Unit	Unit Price
5.1	Pressure Injection of Non-Weeping Crack Repair, Type 1	60	LFT	\$ <u>260</u>
5.2	Concrete Surface Repair, Type 2A	40	SFT	\$ <u>167</u>
5.3	Concrete Surface Repair, Type 2B	25	SFT	\$ <u>417</u>
5.4	Sawcut Form and Pour Repair, Type 3	1.5	CYD	\$ <u>4170</u>
5.5	Brick Repointing Repair, Type 4	25	LFT	\$ <u>200</u>
5.6	Protective Coating Repair, Type 5	6,800	SFT	\$ <u>17</u>
5.7	Guardrail Post Repair, Type 6	7	EA	\$ <u>840</u>
5.8	Replacement Steel Support Beams	1,450	LBS	\$ <u>45</u>
5.9	Blast and Recoat Steel Supports	3,160	SFT	\$ <u>61</u>
5.10	Grout Bag Closure Wall	225	CFT	\$ <u>154</u>
5.11	Flowable Fill Beneath Footings	22	CYD	\$ <u>2472</u>
5.12	Slide Rail System	1	EACH	\$ <u>110,000</u>
5.13	Site Restoration	1	LSUM	\$ <u>17,000</u>

**Note:** The Unit Price Breakdown for Item 5 (table above) should equate to the Unit Price (Lump Sum) entered into Item 5 in the Base Bid.

**Addendum 02**  
**Issued 06-24-2024**

**Additive Alternates:**

Item	Description	Quantity	Unit	Unit Price	Amount
12	Phase 2C 72-inch Liner Sta 78+50 to Sta 118+00	1	LSUM	\$ <u>No Bid</u>	\$ <u>No Bid</u>
13	Phase 2D 72-inch Liner Sta 40+80 to Sta 78+50	1	LSUM	\$ <u>No Bid</u>	\$ <u>No Bid</u>
14	Phase 2E 72-inch Liner Sta 4+45 to Sta 40+80	1	LSUM	\$ <u>No Bid</u>	\$ <u>No Bid</u>

**Bid Summary:**

**Base Bid Total for Phase 1, 2A and 2B (Items 1 through 11)**

\$ 54,994,484

**Base Bid + Additive Alternate Phase 2C (Items 1 through 12)**

\$ No Bid

**Base Bid + Additive Alternates Phase 2C and 2D (Items 1 through 13)**

\$ No Bid

**Base Bid + Additive Alternates Phase 2C, 2D and 2E (Items 1 through 14)**

\$ No Bid

**Bidder's Chosen Pipe Liner Material and Supplier:**

STEEL - AMERICAN / THOMPSON / NORTHWEST      Fred - THOMPSON

5. The Bidder by submitting a Bid, thereby certifies that Bidder or a qualified designated person in Bidder's employ has examined the Contract Documents provided by the Owner for bidding purposes. Further, they certify that Bidder or Bidder's qualified employee has reviewed the Bidder's proposed construction methods and finds them compatible with the conditions which Bidder anticipates from the information provided for Bidding.
6. The Bidder by submitting a Bid agrees to complete the Work under any job circumstances or field conditions present and/or ascertainable prior to bidding. In addition, Bidder agrees to complete the Work under whatever conditions Bidder may create by Bidder's own sequence of construction, construction methods, or other conditions he may create, at no additional cost to the Owner.
7. The Bidder by submitting a Bid, declares that Bidder has familiarized them self with the location of the proposed Work and the conditions under which it must be constructed. Also, Bidder has carefully examined the Plans, the Specifications, and the Contract Documents, which Bidder understands and accepts as sufficient for the purpose and agrees that Bidder will Contract with the Owner to furnish all labor, material, tools, and equipment necessary to do all Work specified and prescribed for the completion of the Project.
8. The Bidder will provide a bid bond, in the amount of at least five (5) percent of the amount Bid, drawn payable to City of Flint as security for the proper execution of the Agreement.

240295

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

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

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR BLIGHT REMEDIATION FOR THE NEIGHBORHOOD ENGAGEMENT HUB BY OFFICE OF THE 2<sup>ND</sup> WARD FOR 2025**

**BY THE CITY COUNCIL:**

The Councilperson in the 2<sup>nd</sup> 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 as a fiduciary to support summer lawn care maintenance of Landbank properties and Abandoned Private properties in the 2<sup>nd</sup> Ward.

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 FLINT CITY COUNCIL:**

\_\_\_\_\_  
William Kim, Chief Legal Officer

\_\_\_\_\_