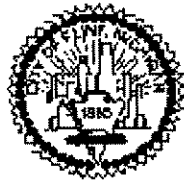


City of Flint, Michigan

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



Meeting Agenda - Final

Monday, August 12, 2024

4:30 PM

Council Chambers

SPECIAL AFFAIRS COMMITTEE

Candice Mushatt, Vice President, Ward 7

*Leon El-Alamin, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Jonathan Jarrett, Ward 9*

Davina Donahue, City Clerk

ROLL CALL

READING OF DISORDERLY PERSON CITY CODE SUBSECTION

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

REQUEST FOR AGENDA CHANGES/ADDITIONS

PUBLIC COMMENT

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

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

COUNCIL RESPONSE

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

CONSENT AGENDA

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

RESOLUTIONS

240323 Lease Agreement/City of Flint/Hasselbring Senior Center

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to execute the Lease Agreement between the City of Flint and Hasselbring Senior Center, a Senior Services Organization. [NOTE: The City of Flint wishes to enter into an agreement to lease the real property commonly known as the Hasselbring Senior Center to Hasselbring Senior Center, a Senior Services Organization, for the purposes of providing services, programs and activities primarily to senior citizens in Flint and Genesee County.]

- 240325** ARPA Funds/Flint Odyssey House, Inc./Mental Health Referrals and Services Support/Respond to the Impacts of the Pandemic
- Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Flint Odyssey House, Inc. in the amount \$36,000. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: This resolution will replace the previously passed resolution No. 230414]
- 240338** Hubbell, Roth, & Clark, INC/Preliminary & Conceptual Design/Flint Fire and Police Departments/Training Complex for FY25
- Resolving that the appropriate City officials, upon City Council's approval, are hereby authorized to extend the contract with Hubbell, Roth, & Clark, Inc. to provide preliminary & conceptual design for the Flint Police and Fire Department(s) training complex in an amount NOT-TO-EXCEED \$418,709.00 for FY25 (07/01/2024-06/30/25) with \$212,887.31 coming from the 101 fund and \$205,821.69 coming from the 265 fund.
- 240348** ARPA Funds/Franklin Avenue Mission/Respond to Impacts of the Pandemic for Increased Food Access
- Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to the Franklin Avenue Mission. Funds will be paid from the American Rescue Plan Act fund (287) in the amount of \$22,000. Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.
- 240349** Rehmann Robson, LLC/Outstanding Charges for Auditing Services/FY2022-2023 City of Flint Audit
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to make payment to Rehmann Robson, LLC for outstanding charges for auditing services for the City of Flint's FY2022-2023 Audit, in the amount of \$29,077.50 (outstanding charges of \$38,500.00, plus finance charges of \$577.50, minus \$10,000.00 remaining on purchase order), with a revised total contract price of \$297,500.00, plus out-of-pocket expenses not-to-exceed \$10,000.00.
- 240351** Settlement/Coles, et al v. City of Flint, et al/Genesee County Circuit Case No. 10-94857-CK
- Resolution resolving that the City of Flint approves settlement with the following Plaintiffs in the matter of Coles, et al. V City of Flint. et al., Genesee County Circuit Court Case No. 10-94857-CK, and associated Arbitration, in the amount of: Todd Coles-\$22,313.44, Mark Smith-\$25,829.22, Phillip Smith-\$25,949.46, John Steele-\$24,268.79, Gary Lavigne-\$6,260.43, Gary Hagler-\$30,906.71, Duane Hunt-\$4,746.32, Antonio Mata-\$30,505.65, Deborah Bayer-\$9,219.99,

including other terms substantially similar to those presented in closed session on August 7, 2024, in satisfaction of any and all claims against the cCity arising out of said matter. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300, AND, further resolving that the appropriate City officials are authorized to do all things necessary to finalize the aforementioned settlements as appropriate.

ADJOURNMENT

240323



RESOLUTION NO.: _____

PRESENTED: 8-7-2024

ADOPTED: _____

RESOLUTION APPROVING THE LEASE OF REAL PROPERTY KNOWN AS THE HASSELBRING SENIOR CENTER TO HASSELBRING SENIOR CENTER, A SENIOR SERVICES ORGANIZATION

BY THE MAYOR:

The City of Flint wishes to enter into an agreement to lease the real property commonly known as the Hasselbring Senior Center to Hasselbring Senior Center, a Senior Services Organization, for the purposes of providing services, programs and activities primarily to senior citizens in Flint and Genesee County.

The proposed lease, attached here by reference, runs for a period of five years, with monthly rent, additional compensation and other terms as set forth in the lease.


IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to execute the Lease Agreement between the City of Flint and the Hasselbring Senior Center, a Senior Services Organization.

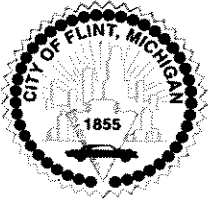
FOR THE CITY:

FOR THE CITY COUNCIL

CLYDE D EDWARDS / A0282
CLYDE D EDWARDS / A0282 (Jul 30, 2024 17:38 EDT)
Clyde Edwards, City Administrator

APPROVED AS TO FORM:


Joseph N. Kuptz, Acting City Attorney



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: 07/25/2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Approving the Lease of Real Property Known as the Hasselbring Senior Center to Hasselbring Senior Center, a Senior Services Organization

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

VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution approving the lease of real property commonly known as the Hasselbring Senior Center to Hasselbring Senior Center, a Senior Services Organization, for the purposes of providing services, programs and activities primarily to senior citizens in Flint and Genesee County.

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 Hasselbring Senior Center will be operated and maintained by Hasselbring Senior Center, a Senior Services Organization and will provide community benefits to senior citizens in the City of Flint.

Section IV: FINANCIAL IMPLICATIONS:

The Lessee will pay initial rent of \$500.00 per month in Years 1 through 3 of the lease. Rent increases to \$578.82 per month in Year 4 and \$607.76 in Year 5. Lessee will also pay additional compensation as set forth in Paragraph 2(a) of the Lease.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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

Dept.	Name of Account	Account Number	Grant Code	Amount
FY24 GRAND TOTAL				

PRE-ENCUMBERED? YES NO REQUISITION NO: _____

ACCOUNTING APPROVAL: _____ Date: _____

(No accounting approval needed.)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO (A copy of the Lease Agreement is attached)

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 No expenditures involved

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: CLYDE D EDWARDS / A0282
CLYDE D EDWARDS / A0282 (Jul 30, 2024 17:38 EDT)
Clyde Edwards, City Administrator

LEASE AGREEMENT

This Lease Agreement is made as of August 1, 2024, between the City of Flint, a Michigan municipal corporation, having an address of 1101 S. Saginaw St., Flint, MI, (the "City") as Lessor, and the Hasselbring Senior Center, a Senior Services Organization, the current mailing address of which is 1002 W. Home Ave, 48505 (the "LESSEE"), as Lessee.

RECITALS

- A. The City owns the PROPERTY, a 14.352-acre parcel, parcel ID 46-26-276-018, commonly known as the Hasselbring Senior Center, containing a building with 11,400 square feet of space and a garage with 675 square feet of space.
- B. LESSEE was established in February 2016 to provide senior services.
- C. The LESSEE wishes to provide services, programs, and activities primarily to senior citizens in Genesee county.
- D. The City and the LESSEE want to allow LESSEE to lease the PROPERTY from the City, subject to the terms of this Agreement.

TERMS AND CONDITIONS

Therefore, the parties agree as follows:

- 1. **PROPERTY.** The City leases the PROPERTY to the LESSEE and the LESSEE shall lease the PROPERTY from the City under the terms of this Agreement. The LESSEE has inspected the PROPERTY and accepts the PROPERTY in its present "as is" condition. The City expressly disclaims any and all representations and warranties as to the condition of the PROPERTY or its suitability for any particular purpose.
- 2. **Rent.** The LESSEE shall pay a monthly rent as shown on the table below, payable by the 1st day of each month. If the 1st falls on a weekend, holiday, or other day that the City is closed for business, rent shall be due on the next business day.

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Rent	\$500.00	\$500.00	\$500.00	\$578.82	\$607.76

- (a) **Additional Compensation.** In addition to the rent payment listed above, and in consideration for the reduction in monthly rent from the market rental value of the Property (currently calculated to be \$2,000/month, minus \$1500.00 credit). Lessee shall pay to the City of Flint 10% of any rental fees paid to Lessee by third parties for the use of the Property or any portion of the Property. These additional payments shall be due on the same date as the monthly rental payment and shall include the City's portion of all rental fees received in the previous month. Lessee shall also provide the City with a report listing all persons or entities that have rented the Property in the previous month.
- (b) **Late Fees.** A late fee in the amount of five percent (5%) of the then applicable monthly rental or additional compensation amount shall be imposed as to each monthly rental installment not timely paid.
- (c) **Interest.** Any rent, late fees or other sums payable by the LESSEE to the City under this Agreement not paid within thirty (30) days after the same are due will bear interest at a per annum rate equal to ten percent (10%) of the amount unpaid. Such interest shall be due and

payable as additional rent on or before the next rental payment date, and will accrue from the date that such rent, late charges or other sums are payable under the provisions of this Agreement until actually paid by the LESSEE.

3. **Lease Term.**

- (a) **Term.** The term of this Agreement (the "Term") shall commence on July 1, 2024, and shall, unless otherwise terminated earlier or renewed as provided in this Agreement, terminate on after five years on June 30, 2029.
- (b) **Renewal.** This Agreement may be renewed for an additional 5-year period unless the City or the LESSEE gives the other party written notice, at least one year in advance of the expiration date of this Agreement, of its intent to not renew this Agreement. If renewed, the monthly rent shall increase by 5% each year.
- (c) **Extensions.** In addition, the LESSEE may request the City to extend any lease term or renewal term if doing so is necessary for the acquisition, construction, installation or financing of any planned improvements to the PROPERTY. The City Council may permit such an extension by adoption of a resolution without amending this Agreement in its sole discretion.
- (d) **Holding Over.** It is hereby agreed that in the event of the LESSEE holding over after the termination of this Agreement, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary under the same terms and conditions as set forth in this Agreement; provided, however, that the monthly rent due during any holdover period shall be one and one half times (1.5 x) the monthly rent amount immediately prior to said period.
- (e) **Return of PROPERTY at Expiration of Agreement.** the LESSEE agrees, upon termination of this Agreement, to return said PROPERTY to the City in as good condition as received, reasonable wear and use excepted, provided, however, that the LESSEE shall not be obligated to remove any improvements or alterations it made in said PROPERTY with the consent of the City the LESSEE shall have full right to remove its trade fixtures and equipment at the termination of this Agreement. The LESSEE shall repair any damage to said PROPERTY resulting from the removal of its trade fixtures and equipment.

4. **Taxes, Assessments and Utilities.** The LESSEE shall timely pay (*i.e.*, on or before the dates on which they can no longer be paid without interest, penalties, threatened suspension or termination of service, or other additional charges) all rates, fees and charges for utility services to the PROPERTY. The LESSEE shall also pay all real and personal property taxes levied against the PROPERTY, improvements to the PROPERTY and any personal property located on the PROPERTY. The LESSEE shall also pay any special assessments levied against the PROPERTY.

5. **Indemnification and Insurance.**

Indemnification & Hold Harmless. To the extent permitted by law, the LESSEE shall hold harmless the City, including its officers and employees, and indemnify them for and defend them against all demands, claims, lawsuits, administrative, judgments, awards, settlements or other losses of any kind which are in any way related to or arise as a result of the LESSEE's or its officers', employees', agents', representatives' or invitees', interest in, its possession, occupation, maintenance, repair or use of, or activities conducted on the PROPERTY, unless such losses are solely the result of the negligence or other wrongdoing of the City or its officers, employees, agents or representatives.

- (c) General Property Liability Insurance. The LESSEE shall, at its sole expense, obtain and maintain general property liability insurance coverage in amounts of not less than \$1,000,000 per occurrence which shall name as insured or additional insured the City and its officers and employees. The minimum coverage amounts shall increase as recommended by the City's insurance carrier in order to keep pace with generally accepted levels of insurance coverage or to address increasing risks associated with added improvements to the PROPERTY or increased risks due to added activities or events on the PROPERTY.
- (d) Personal PROPERTY Insurance. During the Term, the LESSEE shall also carry, at its own expense, all insurance on its fixtures, equipment, inventory and its other personal property located on the PROPERTY. The City shall not be liable for any loss or damage to fixtures, equipment, inventory or other items belonging to the LESSEE caused by fire or other hazard, regardless of the nature or cause of such fire or other hazard. The LESSEE does hereby agree to indemnify and hold the City harmless from such loss or damage.
- (e) Certificates of Insurance. The LESSEE shall provide the City with copies of the insurance policies described above, including all endorsements and certificates showing the premiums have been paid prior to using the PROPERTY and each year thereafter. Said policies shall also name the City as an additional insured. Such insurance shall be by a carrier authorized to do business in Michigan and shall provide that coverage may not be canceled, terminated or materially altered without at least 30 days prior, written notice to the City
- (f) Insurance Coverage by the City. The City may, but is not required to, cover the LESSEE and the PROPERTY under its own insurance so as to meet the LESSEE's obligations under the preceding paragraphs. If insurance is provided in that manner, coverage shall be determined by the City in its sole discretion. If the City provides for such insurance, the LESSEE shall reimburse the City for the cost of any such insurance within twenty (20) days after having been billed for the same.
- (g) Waiver of Subrogation. Any insurance policy required under this Agreement shall include a provision under which the insurance company waives all right of recovery by way of subrogation against the City or the LESSEE in connection with any loss or damage covered by such policy. The City or the LESSEE hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent they are reimbursed by an insurer for such loss damage or injury.

6. Use of PROPERTY.

- (a) Permissible Use. The LESSEE shall use the PROPERTY only to provide space for community activities and gatherings.

LESSEE shall notify City personnel, to be designated by the Mayor, and seek the City's approval at least five (5) business days in advance of any events or gatherings to be held at the PROPERTY. Such notification shall include, at minimum the following information:

- Type of event/gathering
- Projected number of attendees
- Whether alcoholic beverages will be distributed and/or consumed

The City may, in its sole discretion, require additional information or deny approval for any event on the PROPERTY for any reason. If the City does not respond to LESSEE's

notification within two (2) business days, LESSEE may proceed as if approval has been granted.

The distribution and consumption of alcoholic beverages on the PROPERTY must be done in accordance with licenses and/or permits issued by the Michigan Liquor Control Commission (MLCC). LESSEE shall be responsible for ensuring that all applicable laws and regulations regarding alcoholic beverages are complied with on the PROPERTY.

Possession or use of controlled substances, as defined under Michigan law, is strictly prohibited on the PROPERTY. LESSEE shall be responsible for ensuring that this prohibition is strictly enforced.

Lessee's failure to comply with the provisions of this paragraph shall constitute a material breach of this lease. In addition, any breach of this provision shall result in the cancelation of the \$1500 credit specified in Paragraph 2(a), for the remainder of the term of this Agreement.

- (b) Improvements. Upon receipt of the City's written consent, which shall not be unreasonably withheld, the LESSEE may make such improvements to the PROPERTY as are necessary or useful in its permitted use of the PROPERTY as provided in subsection (a) above. All improvements shall, upon the termination of this Agreement, be and remain the property of the City and the City shall have no obligation to make any payment to the LESSEE for those improvements. The LESSEE shall not commence construction or installation of any improvements unless the funds for final completion of that construction and installation have been fully secured. In constructing or installing any such improvements to or on the PROPERTY, the LESSEE shall use reasonably prudent contracting practices and, where appropriate, require performance and payment bonds to ensure any such improvements are fully completed.

If the LESSEE commences but fails to timely complete any such improvements, it shall, within 30 days of written notice from the City or as soon thereafter as is reasonably possible, either (i) complete the project or (ii) demolish, dismantle and remove the partially completed improvement from the PROPERTY and restore the PROPERTY to generally the condition it was in prior to undertaking that improvement.

The LESSEE may enter into contracts for grants and loans to provide funding for improvements or activities on the PROPERTY. However, the LESSEE shall be solely responsible for obtaining any required local match and complying with any terms or conditions. The City shall pay or contribute toward the local match only if the City Council, in its sole discretion, adopts a resolution agreeing to do so.

- (c) Compliance with Environmental Laws. The LESSEE shall not use the PROPERTY to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any material or substance requiring remediation under any federal, state or local statute, regulation, ordinance or policy (any such substance hereinafter referred to as a 'Hazardous Substance'), except in compliance with said applicable statute, regulation, ordinance or policy, and will not cause or permit the release of any Substance on the PROPERTY. Further, the LESSEE, its successors, and assigns, shall defend, indemnify and hold harmless the City and its employees, directors, officers, agents, successors and assigns from and against any and all damages in connection with or resulting from the release of any Hazardous Substance upon, on or about the PROPERTY on or about the PROPERTY on or after the Commencement Date.

- (d) Compliance with Law. The LESSEE hereby covenants to the City that it will comply with all ordinances of the City of Flint governing signage, outside storage, land use and other local requirements as well as county, state and federal laws applicable to the use and operation of the PROPERTY.

7. Maintenance and Repairs.

- (a) Obligation to Maintain and Repair. The LESSEE shall maintain and repair the PROPERTY and all of its equipment placed on the PROPERTY, to keep them free of defects and dangerous conditions, and otherwise in a condition to always reflect well on the LESSEE and the City. The LESSEE will promptly clean up trash and debris and remove any graffiti on the PROPERTY occurring during the term of the lease. The LESSEE shall promptly address any unsafe or defective conditions, may reasonably control access to the PROPERTY and its facilities to ensure they are safely and appropriately used, and shall ensure that any improvements are maintained as needed so they last their expected useful life.

The PROPERTY, all improvements on or to the PROPERTY and all equipment located on the property shall generally be maintained in a condition in keeping with general standards applicable to similar facilities. Prior to contracting for or conducting any major repairs or upgrades to the PROPERTY, LESSEE shall notify the City of the intended repairs/upgrades, the identity of the contractor(s) performing the repairs/upgrades, and any bids received, and shall not proceed until written approval is granted by the City through its City Administrator.

The City will be responsible for any major repair to the building, roof, furnace, air conditioning, plumbing, or any other major repair to the building or grounds costing more than \$2500.00. LESSEE must give the City prompt notice of any need for major maintenance or repair(s) exceeding \$2500.00, along with cost estimates from at least two licensed contractors capable of doing the work. All repairs costing less than \$2500.00 are considered minor and are the responsibility of the Lessee. The Lessee understands and agrees that this may include repairs to the above-mentioned items in this provision, except building foundation, and understands and agrees that the City will cover all costs exceeding \$2500.00 for any above-mentioned repairs in this provision.

- (b) City's Right to Remedy Conditions. If, at any time, the City is reasonably displeased with the conditions of the PROPERTY, any improvements to the PROPERTY, or any of the LESSEE's equipment on the PROPERTY, it shall notify the LESSEE. If the City is still reasonably displeased after allowing the LESSEE a reasonable period to cure not to exceed 30 days, and the City shall have the right to make such repairs and perform such maintenance as reasonably necessary to reasonably satisfy the City. The LESSEE shall promptly (within 30 days of the LESSEE's receipt of an invoice) reimburse the City for the costs incurred to perform such maintenance or repairs. To the extent such maintenance and repairs exceed what is reasonably necessary to comply with subsection (a), the LESSEE shall be obligated only to reimburse the City for such costs, if any, that were needed to comply with subsection (a).
- (c) Emergency Conditions. If the City reasonably determines that immediate or urgent maintenance or repairs are necessary to ensure the public health or safety, the City shall verbally notify the LESSEE of the necessity for such maintenance or repairs and the LESSEE shall act promptly to make such maintenance or repairs. If the LESSEE fails to promptly make such maintenance or repairs, the City may do so and bill the LESSEE for the City's costs of doing so.

8. **Liens.** The LESSEE shall not, without the City's prior written consent, permit any liens to be placed or to remain against the PROPERTY or any improvements on or to the PROPERTY.
9. **Default and Breach.**
- (a) **Default.** Any material breach, other breach of any provision of this Agreement which remains uncured 30 days after written notice to the breaching party, or any repeated breaches of this Agreement within any two-year period, shall constitute a default. If Lessee is in default, the City may, in addition to any other remedies available at law or in equity, terminate this Agreement or it may perform for the defaulting party pursuant to paragraph (b) below.
 - (b) **City's Right to Cure Default.** If the LESSEE fails to comply fully with any of its obligations under this Agreement (including, without limitation, its obligations to make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then the City shall have the right, at its option, after notice to the LESSEE (except in an emergency) to cure such breach at the LESSEE's expense. The LESSEE agrees to reimburse the City (as additional rental) for all costs and expenses incurred as a result thereof together with interest thereon promptly upon demand, at a rate equal to ten (10%) percent per annum.
 - (c) **Legal Action.** To the extent not prohibited by law, in any action brought to enforce any provision of this Agreement: (i) the jurisdiction and venue shall be solely in the state courts in Genesee County, Michigan, and (ii) the prevailing party in any such action shall be entitled to recover its actual costs, actual reasonable attorneys' fees and other legal expenses, incurred to bring, maintain or defend any such action from its first accrual or notice thereof through all appellate and collection proceedings.
 - (d) **Failure to Require Strict Performance.** The City's failure to require strict performance by the Lessee of any of the provisions of this Agreement shall not waive or diminish the City's right to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. The City's rights under this Agreement are cumulative and not alternative.
10. **General Terms and Conditions**
- (a) **Assignment and Subletting.** The LESSEE may not assign any of its rights, duties or obligations under this Agreement or its interest in this Agreement or the PROPERTY, and may not sublet this PROPERTY without the City's prior, written consent. This shall not prevent the LESSEE from licensing others to use the PROPERTY for the purposes permitted under this Agreement.
 - (b) **Covenant of Quiet Enjoyment.** The City covenants that the LESSEE, upon performing its covenants and agreements herein set forth, shall and may peacefully and quietly have, hold and enjoy said PROPERTY during the term of this Agreement.
 - (d) **Destruction of PROPERTY.** If the PROPERTY is made partially or wholly untenantable by fire or other casualty during the Term: (i) all of the insurance proceeds received by City and the LESSEE on account of such casualty shall be used to repair, restore or rehabilitate the PROPERTY as speedily as possible, and the LESSEE shall be responsible for any proportion of the cost of such repair, restoration or rehabilitation not covered by insurance; and (ii) any rent due under this Agreement shall be abated for such period of untenability, and if only a portion of the PROPERTY is untenantable, then the rent shall be prorated as to the portion made untenantable provided, however, no rent due under this Agreement shall be abated unless such rent is reimbursed by loss of rent insurance. The

PROPERTY shall be rebuilt as nearly as possible to the specifications of the Building unless otherwise agreed to by the Parties.

Notwithstanding anything contained herein to the contrary, if the PROPERTY is made partially or wholly untenable by fire or other casualty during the term of this Agreement and the City determines in its sole discretion that it is economically infeasible to repair, restore or rehabilitate the PROPERTY, the City may terminate this Agreement. In the event of such termination, the City shall be entitled to all of the insurance proceeds received by the City and the LESSEE with respect to the PROPERTY.

- (e) Entry and Inspection. The LESSEE shall permit the City or its agents to enter onto the PROPERTY at any time, for the purpose of inspecting the PROPERTY, or upon reasonable notice to exhibit the PROPERTY to potential purchasers thereof.
- (g) Notices. All notices under this Agreement shall be in writing and delivered in person or by regular, first class mail to the addresses first written above or such other address as is provided from time to time by notice.
- (h) Interpretation. This is the entire Agreement between the parties as to its subject matter. It supersedes any other Agreements, whether written or verbal, expressed or implied. It may not be modified or amended except in writing signed by the parties. This agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement may be signed by the parties hereto by means of electronic signature, utilizing Adobe Acrobat or a like program with similar security features.

The captions are for convenience only and shall not affect its interpretation, but the Recitals are an integral part of this Agreement. This Agreement shall be interpreted as if mutually drafted and the standard rule of construction that ambiguous language be construed against the drafter shall not apply to this Agreement.

The parties have signed this Agreement as of the date below.

CITY OF FLINT

LESSEE

By: _____
Its: Mayor

By: Ashley J. K...
Its:

Date signed: _____

Date signed: 7/19/21

Approved as to Form:

EXHIBIT A—LEGAL DESCRIPTION OF PROPERTY

240325



RESOLUTION NO.: _____

PRESENTED: 8-7-2024

ADOPTED: _____

RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC FOR MENTAL HEALTH REFERRALS AND SERVICES SUPPORT – FLINT ODYSSEY HOUSE, INC.

The City of Flint is a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the State of Michigan, and;

On March 11, 2021, the President of the United States of America signed into law the “American Rescue Plan Act of 2021”, also known as House Resolution 1319, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes, and;

In accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to extend and disseminate assistance to impacted households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted by the COVID-19 Pandemic.

The Flint City Council recommends funding up to \$36,000 for Flint Odyssey House, Inc. for Peer Recovery Coaching Services. This resolution will replace the previously passed resolution #230414.

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-721.150-801.000	FUSDT-CSLFRF	\$36,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to provide funding to Flint Odyssey House, Inc. in the amount of \$36,000. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

For the City:

CLYDE D EDWARDS / A0287
CLYDE D EDWARDS / A0287 (Jul 31, 2024 15:08 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

[Signature]

Joseph Kuptz, Acting City Attorney

Approved as to Finance:

[Signature]
Phillip Moore (Jul 31, 2024 13:27 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: July 30, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC FOR MENTAL HEALTH REFERRALS AND SERVICES SUPPORT – FLINT ODYSSEY HOUSE, INC.

PREPARED BY: Nicholas Byard, ARPA Contract Coordinator (for Emily Doerr)

VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

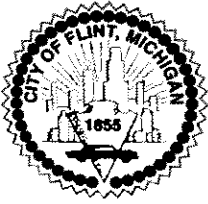
Peer recovery coaching services will be provided to a person beginning a personal journey of recovery from active substance use disorders and co-occurring mental health disorders into Flint Odyssey House, Inc. full continuum care or another licensed SUD/Concurring Mental Health provider. The community-based peer recovery coaching helps to remove barriers and obstacles, assists with practices of abstinence or harm reduction, and links residents to resources in the recovery community.

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:

Peer recovery coaching services are currently restricted to Flint residents actively enrolled in a licensed substance use disorder facility, whereas this project seeks to expand recovery coaching services outside of the facility to the Flint community.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

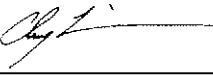
Section IV: FINANCIAL IMPLICATIONS:

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
	ARPA	287-721.150-801.000	FUSDT-CSLFRF	\$36,000
		FY24 GRAND TOTAL		\$36,000

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 07/31/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

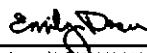
BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: 

Emily Doerr (Jul 31, 2024 12:53 EDT)

Emily Doerr, Director - Business and Community Services

240338



RESOLUTION NO.: _____

PRESENTED: 8-7-2024

ADOPTED: _____

Resolution to Hubbell, Roth, & Clark, INC for Preliminary & Conceptual Design of the Flint Fire and Police Departments Training Complex for FY25

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint Police and Fire Departments utilized the State of Michigan’s MIDEAL contract #00885 for Hubbell, Roth, & Clark, INC. for the conceptual and preliminary design as well as the construction document design for a new Police and Fire Department Training Complex; and

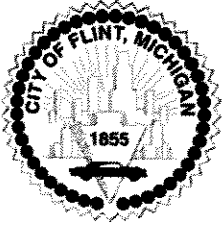
WHEREAS, On February 12, 2024, City Council adopted resolution 240032 authorizing the City to enter into a contract with Hubbell, Roth & Clark, Inc. to provide preliminary and conceptual design of the Police and Fire Departments training complex in an amount not-to exceed \$524,155.00 for FY24; and

WHEREAS, Hubbell, Roth & Clark, Inc. has completed preliminary and conceptual designs for the Fire Department in the amount of \$53,612.69 in FY24 and \$51,833.31 for the Police Department in FY24 for the Police and Fire Department training complex; and

WHEREAS, The Police Department and Fire department is asking to extend the contract with Hubbell, Roth & Clark, Inc. for preliminary and conceptual designs for the Police and Fire Department training complex, the Police Department is asking for \$212,887.31 from the 265 fund and the Fire Department is asking for \$205,821.69 from the 101 Fund for FY25;

Account Number	Account Name	Amount
101-337.000-976.000	Fire Building Additions & Improvements	\$212,887.31
265-310.206-801.000	Police Professional Services	\$205,821.69
	FY25 Grand Total	\$418,709.00

IT IS RESOLVED, that the appropriate City officials, upon City Council’s approval, are hereby authorized to extend the contract with Hubbell, Roth & Clark, Inc. to provide preliminary & conceptual design for the Flint Police and Fire Department(s) training complex in an amount not-to-exceed \$418,709.00 for FY25 (07/01/2024-06/30/25) with \$212,887.31 coming from the 101 fund and \$205,821.69 coming from the 265 fund.




RESOLUTION NO.: _____

PRESENTED: _____


ADOPTED: _____

APPROVED AS TO FORM:


William Kim (Jul 23, 2024 11:46 EDT)

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Phillip Moore (Jul 24, 2024 08:12 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS / A0274
CLYDE D EDWARDS / A0274 (Jul 24, 2024 15:11 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: 07/16/2024

BID/PROPOSAL# MI DEAL CONTRACT #00885

AGENDA ITEM TITLE: Fire and Police Department Training Complex

PREPARED BY: Angela Amerman – Police

VENDOR NAME: Hubble, Roth & Clark Inc.

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution 240032 was approved on February 12, 2024, for \$257,655 for the Police Department. In FY24 there were expenses of \$51,833.31 for the Police Department. Leaving a balance of \$205,821.69 for the Police Department. The Police Department is asking for the funds that were not used in FY24 to come from fund balance for FY25.

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

Resolution 240032
265-310.206-801.000 \$257,665 and only \$51,833.31 was used. Leaving \$205,821.69 still needed.
101-337.000-976.000 \$266,500 and only \$53,612.69 was used. Leaving \$212,887.31 still needed.

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

The training facility will aim to be a State-of-the-art location where police and fire can learn and continue training strategies to best serve and protect the residents of the city.

Section IV: FINANCIAL IMPLICATIONS:

This would lower the 265 fund balance by \$205,821.69.

BUDGETED EXPENDITURE? YES NO **IF NO, PLEASE EXPLAIN:** Expense was approved for FY24 but has not been approved for FY25.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

Dept	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	265-310.206-801.000		\$205,821.69
			FY25 GRAND TOTAL	\$205,821.69

PRE-ENCUMBERED? YES NO REQUISITION NO: 24-006911

ACCOUNTING APPROVAL: Angela Amerman
Angela Amerman (Jul 16, 2024 13:49 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 \$

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 16, 2024 13:51 EDT)
(Terence Green, Police Chief)



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: 07/16/2024

BID/PROPOSAL# MI DEAL CONTRACT #00885

AGENDA ITEM TITLE: Fire and Police Department Training Complex

PREPARED BY: Angela Amerman – Fire

VENDOR NAME: Hubble, Roth & Clark Inc.

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution 240032 was approved on February 12, 2024, for \$266,500 for the Fire Department. In FY24 there were expenses of \$53,612.69 for the Fire Department. Leaving a balance of \$212,887.31 for the Fire Department. The Fire Department is asking for the funds that were not used in FY24 to come from fund balance for FY25.

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

Resolution 240032 approved on February 12, 2024 and allocated the funds for the 101 and 265 funds. 101-337.000-976.000 \$266,500 and only \$53,612.69 was used. Leaving \$212,887.31 still needed. 265-310.206-801.000 \$257,665 and only \$51,833.31 was used. Leaving \$205,821.69 still needed.

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

The training facility will aim to be a State-of-the-art location where police and fire can learn and continue training strategies to best serve and protect the residents of the city.

Section IV: FINANCIAL IMPLICATIONS:

This would lower the 101 fund balance by \$212,887.31.

BUDGETED EXPENDITURE? YES NO **IF NO, PLEASE EXPLAIN:** Expense was approved for FY24 but has not been approved for FY25.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

Dept.	Name of Account	Account Number	Grant Code	Amount
Fire	Building Additions & Improvements	101-337.000-976.000		\$212,887.31
			FY25 GRAND TOTAL	\$212,887.31

PRE-ENCUMBERED? YES NO REQUISITION NO: 24-006911

ACCOUNTING APPROVAL: Angela Amerman
Angela Amerman (Jul 16, 2024 13:47 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 \$

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 (Jul 18, 2024 12:20 EDT)
(Theron Wiggins, Fire Chief)



RESOLUTION NO.: 240032
 PRESENTED: FEB - 7 2024
 ADOPTED: FEB 12 2024

MIDEAL CONTRACT #00885
 BY THE CITY ADMINISTRATOR:

RESOLUTION TO HUBBELL, ROTH & CLARK, INC FOR PRELIMINARY & CONCEPTUAL DESIGN OF THE FLINT FIRE AND POLICE DEPARTMENT TRAINING COMPLEX

WHEREAS, The City of Flint Police and Fire Departments utilized the State of Michigan’s MIDEAL contract #00885 for Hubbell, Roth & Clark, Inc. for the conceptual and preliminary design as well as the construction document design of a new Police and Fire Department Training Complex.

WHEREAS, The new training complex will be home to a state-of-the-art gun range as well as a fire training and response facility. This new complex will provide additional safety for residents and businesses within the city, as well as support fire and police recruitment, training and retaining efforts making public safety for the City more effective. This complex can also become a revenue generator to invite outside law enforcement and fire response teams’ growth opportunities, as there is a lack of a complex of this nature in any close geographical proximity.


WHEREAS, Hubbell, Roth & Clark will work with both Department’s teams to ensure conceptual and schematic design of this project as well as the design for the bid process of the construction of these facilities. This contract is to be funded by both the Police and Fire Departments.

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

Account Number	Account Name/ Grant Code	Amount
101-337.000-976.000	FIRE BUILDING ADDITIONS & IMPROVEMENTS	\$266,500.00
265-310.206-801.000	POLICE PROFESSIONAL SERVICES	\$257,655.00
	FY24 GRAND TOTAL	\$ 524,155.00


IT IS RESOLVED, That the Appropriate City Officials, upon City Council’s approval, are hereby authorized to enter into a contract with Hubbell, Roth & Clark, Inc. to provide preliminary & conceptual design of the Flint Police and Fire Department(s) training complex in an amount not-to-exceed \$524,155.00 for FY24 (07/01/23-06/30/24).

APPROVED AS TO FORM:


 William Kim (Jan 30, 2024 10:21 EST)

William Kim, City Attorney

APPROVED AS TO FINANCE:


 Phillip Moore (Jan 30, 2024 10:15 EST)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

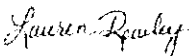

 CLYDE D EDWARDS (Jan 30, 2024 11:26 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

DATE: January 25, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Flint Fire and Police Department Training Complex Design and Construction

PREPARED BY: Karen Shim, Fire Department

VENDOR NAME: Hubbell, Roth & Clark Consulting Engineers

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department is requesting approval of a purchase order in the amount of \$266,500.00 to Hubbell, Roth and Clark Consulting Engineers (HRC), a MiDeal Contract #00885 to begin Phase I Schematic Design and Phase II Construction Document Design as outlined in the Request for Proposal dated 11/6/2023 (HRC Job No. 20230821) to create the joint Fire and Police Training Facility Complex located at 4309 Industrial Avenue (formerly Flint Fire Station #4).

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	Building Additions & Improvements	101-337.000-976.000		\$266,500.00
FY24 GRAND TOTAL				\$266,500.00

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008161

ACCOUNTING APPROVAL: Karen Shim Date: 1/25/2024

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:



CITY OF FLINT

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

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

DEPARTMENT HEAD SIGNATURE: Theron S. Wiggins
Theron S. Wiggins, Fire Chief

Theron S. Wiggins, Fire Chief



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 01/25/2024

BID/PROPOSAL#: MI DEAL CONTRACT #00885

AGENDA ITEM TITLE: FIRE AND POLICE DEPARTMENT TRAINING COMPLEX

PREPARED BY: Candice Smith - Police Department

VENDOR NAME: HUBBLE, ROTH & CLARK INC.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Police Department is requesting the approval for a Purchase Order in the amount of \$257,655.00 to Hubble, Roth and Clark for a proposed Fire and Police Training Complex. The City of Flint Fire and Police Departments wish to create a joint training facility complex located around Fire Station #4, northwest of the former Buick City complex. This proposal is to include renovations/additions to the existing building and construction of a new training building to include meeting/training rooms, bathrooms, shooting range, possible substation, training tower/controlled burn structure and such other civil improvements as needed. These funds will be coming from the Police Department's 265 Fund.

FINANCIAL IMPLICATIONS: None

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, Professional Services, 265-310.206-801.000, \$257,655.00. Row 2: FY-24 GRAND TOTAL, \$257,655.00.

PRE-ENCUMBERED? YES [] NO [X] REQUISITION NO: 24-0008161

ACCOUNTING APPROVAL: Candice Smith (Signature) Date: _____

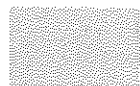
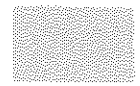
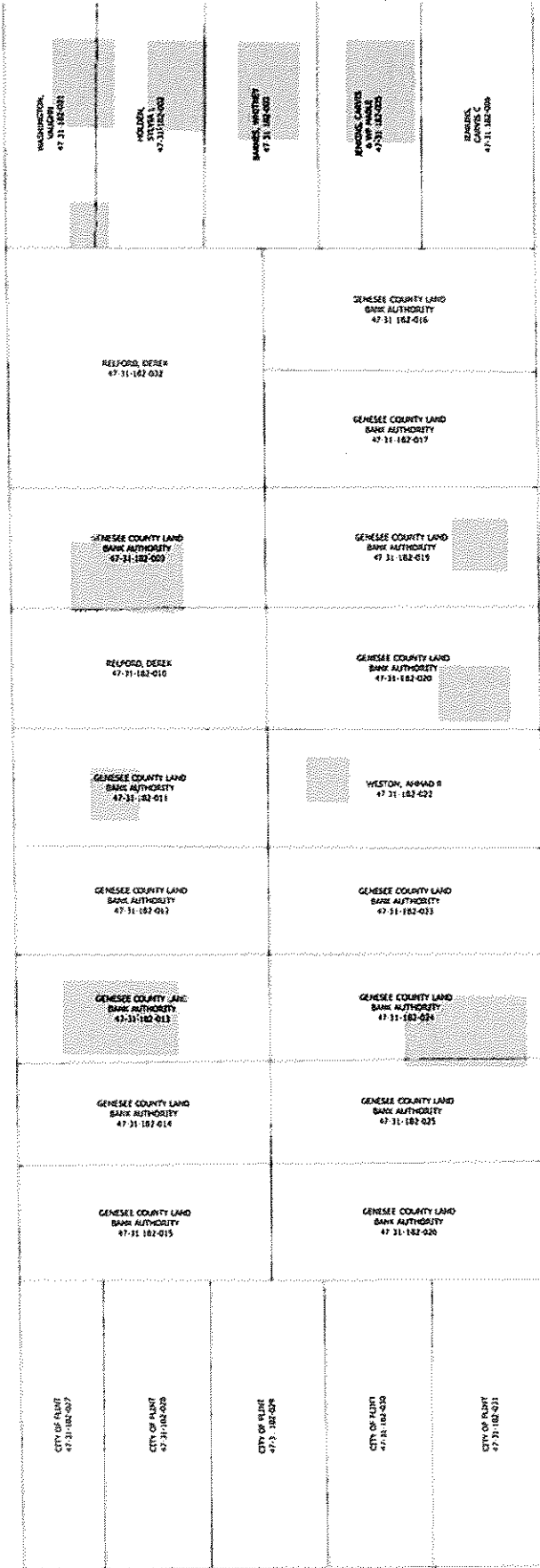
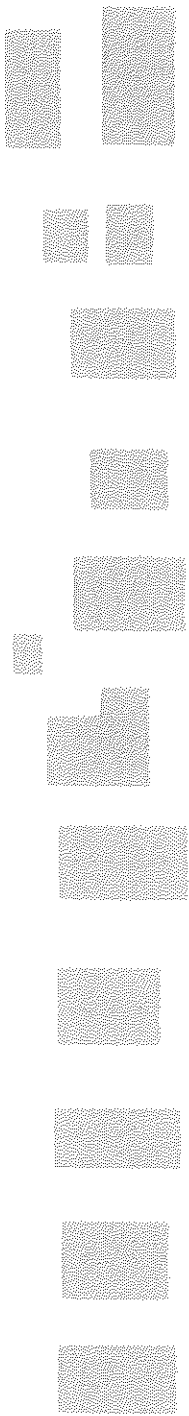
WILL YOUR DEPARTMENT NEED A CONTRACT? YES [] NO [X]

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

STAFF RECOMMENDATION: (PLEASE SELECT): [X] APPROVED [] NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Terence Green (Signature) (Terence Green - Chief of Police)

Police Shooting Range



City Parcels
 City Parcels

0 0.01 0.01 0.03 Miles





555 Hulet Drive
Bloomfield Hills, MI 48302-0360
248-454-6300
www.hrceng.com



November 6, 2023

City of Flint Fire Station #1
310 E. 5th Street
City of Flint, MI 48502

Attn: Chief Theron Wiggins, Flint Fire Chief
Building Official

Re: Request for Proposal
Flint Fire and Police Department Training Complex
Preliminary/Conceptual Design and Construction Document Design

HRC Job No. 20230821
MiDEAL Contract #00885

Dear Chief Wiggins:

In accordance with your request, Hubbell, Roth & Clark, Inc. (HRC) is pleased to provide this proposal for Design Engineering of the proposed Joint Fire and Police Department Training Complex, located on City owned parcels around the existing abandoned Fire Station at 4221 Industrial Avenue. HRC is excited to include Redstone Architects, Inc., a nationally recognized leader in law enforcement and fire station designs, as a subconsultant.

Initial concept drawings, prepared by Gazall, Lewis & Associates, as well as our October 10, 2023 site visit, will be used as the starting point for design. We are proposing two (2) Design Phases:

- Phase 1 – Preliminary and conceptual design phase during which Police and Fire personnel will provide feedback about their departments' wants and needs for the facility. Additionally, a preliminary cost estimate will be developed for budgeting purposes.
- Phase 2 – Construction Document Design phase where construction documents will be created which the City will use to obtain competitive construction quotes from qualified contractors.

Project Understanding:

The City of Flint Fire and Police Departments wish to create a joint training facility complex located at and around the abandoned Fire Station #4, northwest of the former Buick City complex at Industrial and Stewart Avenues. Preliminary site improvements could include:

- Renovations/addition to the 1960's era Fire Station #4 to accommodate training rooms, toilet and shower facilities, offices, storage and possible third party EMS vehicle staging.
- Construction of a new Police Training Building to include meeting/training rooms, toilet facilities, shooting range, storage and a possible police substation.
 - The police training facility is intended to be designed such that it could be "rented" to third party organizations for training.
- Construct a new Fire/Police training tower/controlled burn structure.
- Site civil improvements such as: screening walls, security fencing & gates, storm water management, sanitary and watermain improvements, site lighting, parking lots/paved surfaces, access drives, etc.
- Possible elimination of Roberts Street right-of-way to provide a secure site with no thru public traffic.
- Possible emergency generator backup for both buildings.

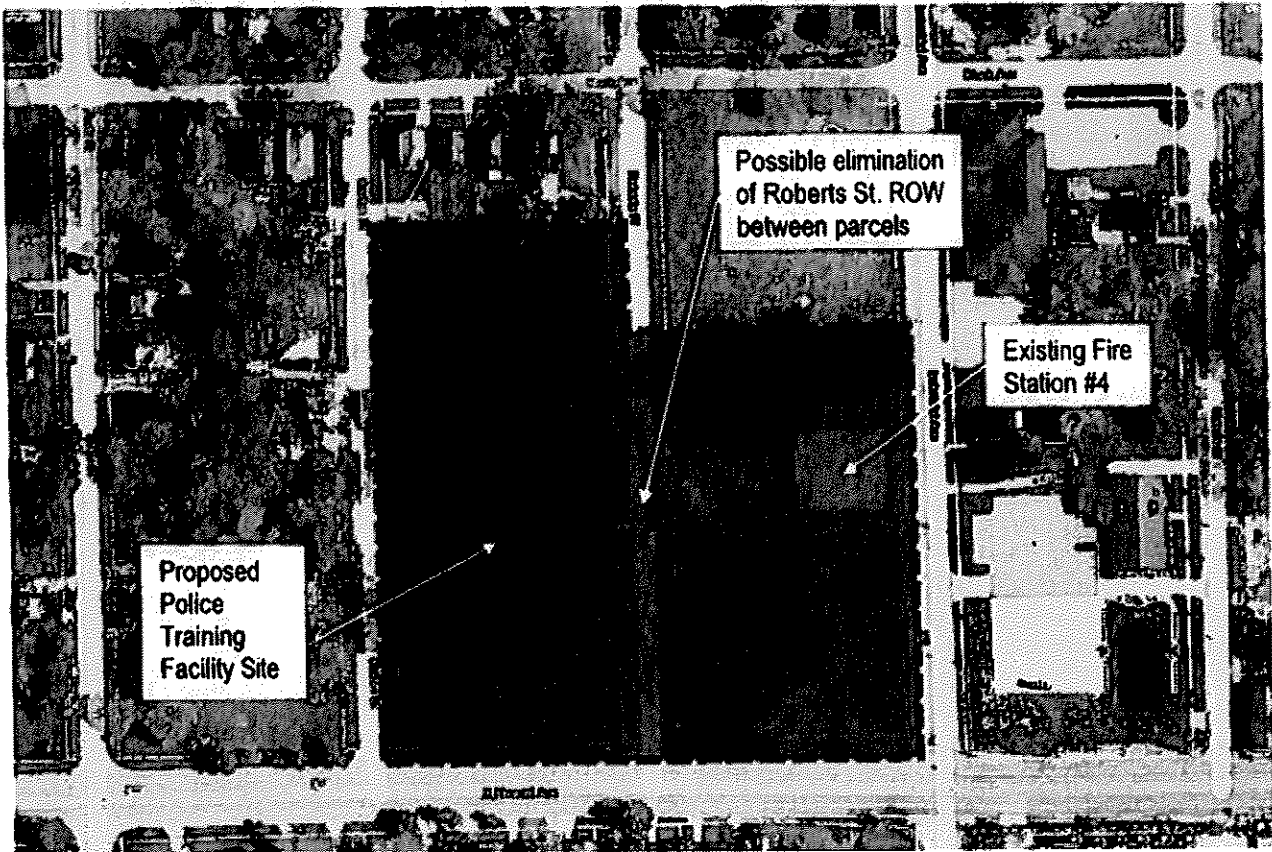


Figure 1: Proposed Site Location

Scope of Services:

HRC will provide the following Professional Design Services for this project:

Phase I – Schematic Design

1. Needs Assessment Questionnaire – Project stakeholders will participate in a Needs Assessment Questionnaire that will be distributed to gather relevant information for incorporation into the concept plans.
2. Needs Assessment Meeting with City Staff – The HRC Team and City staff will meet to review the Questionnaire and determine basic spatial needs and space/task adjacency relationships for both renovation and new plan components. The Team will also visit the existing Fire Station #4 to document existing conditions and collect reference photographs and information.
3. Floor Plan Options – The HRC Team will provide up to (3) site & building plan option sketches for each building based on the information established in the Needs Assessment document and meeting.
4. Develop Preliminary Construction Cost Estimate (with Contingency) for budgetary purposes.

5. **1st Review Discussion Meeting** – The HRC Team will review Conceptual Plan Options with City Staff in order to finalize proposed improvements and present Preliminary Construction Cost Estimate. At this meeting HRC will assist City staff with value engineering efforts to make sure the cost of the project aligns with your budgetary constraints.
6. Provide finalized conceptual site & building plans, exterior elevations and color 2-D renderings based on feedback from review meeting.
7. Update Preliminary Construction Cost Estimate (with Contingency) for budgetary purposes.
8. **2nd Review Discussion Meeting** – The HRC Team will meet with City Staff to discuss final conceptual plan and Updated Preliminary Construction Cost Estimate. At this meeting HRC will assist City staff with value engineering efforts to make sure the cost of the project aligns with your budgetary constraints.
9. The following efforts will be completed in conjunction with the above listed tasks:
 - a. Complete hazardous materials survey of existing Fire Station, to include both lead and asbestos inventory. The survey will be performed by a qualified Thrd-Party Testing Agency as a subconsultant to HRC.
 - b. Obtain Soil Borings for the proposed site(s) which will be used to determine and evaluate the general subsurface conditions at the site and to develop related foundation recommendations for the support of the proposed structures and construction considerations as they relate to the proposed project.
 - c. Complete a site topographic/boundary survey to include:
 - i. Locate property monuments/corners, structure drops, limited laser scanning, easement, and right-of-way establishment.
 - ii. Create existing parcels boundary drawing.
 - iii. Create exhibit for road vacation, if needed.
 - iv. Create legal description and documents for combination of City owned parcels.
 - d. Contact manufacturers of prefabricated Training Tower Structures and engage them in preliminary planning efforts.
 - e. Initial electrical and gas coordination with DTE/Consumers.
 - f. As needed, discuss project objectives with Zoning Board of Appeals, City Engineering Staff, Building Department, Site Plan Review process.

Phase II – Construction Document Design

1. Includes attendance at up to six (6) meetings:
 - a. Kick off Meeting to start Phase II.
 - b. Interior Design Review Meeting.
 - c. If requested, conduct one (1) presentation to City Staff and/or Council.
 - d. Hold Design Review Meetings at the 50% and 90% Level (for Phase II).
 - e. Conduct one (1) public outreach meeting.
2. Develop Concept Documents into complete set of Construction Bid Plans & Specifications to include: demolition and site clearing, site civil, landscape design, architectural building design, firing range design, structural, electrical, mechanical/plumbing, water service lead, storm, security, sanitary and fire suppression.

3. Provide interior and exterior finish selections & interior design.
4. Develop bid package for Training Tower Structure.
5. Provide updated cost estimates for discussion at Phase II 50% and 95% review meetings.
6. Submit plans for ZBA (if required), building department and site plan review processes.
7. If needed, assist with vacation of a portion of Roberts Street ROW between E. Stewart and Black Ave.
8. Assist Owner with Bidding, including attendance at Pre-Bid meeting responding to contractor clarification questions, issuing an addendum (as needed), evaluation of bidder qualifications, bid tab creation, unit pricing check, and verification of contractor references.

Clarifications:

HRC includes this section so as to clarify the expectations both for the Owner and HRC.

1. HRC has included provisions for providing colored 2-D renderings of the proposed building(s). 3-D renderings and additional views are able to be provided for an additional fee if desired.
2. Our effort does not include a circulation or traffic impact study or other traffic related studies or data collection.
3. It is our understanding that public comment on the proposed Fire Station is not required as part of Phase I.
4. Our effort for combining of parcels is based on City ownership of all parcels and will not require assessment or fee take of any adjacent parcels or additional right-of-way needs.
5. The Training Tower Structure is assumed to be a shipping container style structure to be designed and manufactured by others. As part of our scope, we would provide coordination for any necessary foundations and utilities.
6. It is assumed that Fire Station 4 is in a condition that will allow for its' remodeling. Services related to demolishing and rebuilding this building are not included in the scope of this proposal.
7. Construction Administration services are not being provided as part of this scope of work. In order to better accommodate the exact construction work scope planned, a separate Construction Administration proposal will be provided, if requested, once the design documents and bidding phases of work are complete.
8. It is assumed that the existing site utilities are of the appropriate size and condition to supply the new building(s), i.e., sanitary, water, gas, electrical and voice/data. If changes to City owned mainline infrastructure are required, HRC will provide an additional proposal for these design efforts.
9. Our scope does not include additional meetings beyond what is noted above. Attendance at ZBA, Council, and other meetings related to Site Plan Review process are not included in our scope but can be provided as an additional service if desired.

Fee:

The Lump Sum Fees associated with the Scope of Work outlined in this Proposal are broken down below:

Phase I – Schematic Design

Task 1 – Needs Assessment, Meetings, Project Admin & Utility Coordination	\$ 32,980.00
Task 2 – Topographic Survey, Geotech Investigation & Fire Station #4 Hazardous Materials Survey	\$ 34,070.00
Task 3 – Preliminary Site Plan, Building Concept Plans and Cost Estimates	<u>\$ 56,240.00</u>
Subtotal Phase I	\$ 123,290.00

Phase II – Construction Document Design

Task 4 – Progress Meetings (6), Project Administration & Construction Cost Estimates	\$ 29,830.00
Task 5 – Site Civil, Security, Fencing & Roberts Street ROW Abandonment	\$ 99,880.00
Task 6 – Fire Station #4 Remod, New Police Training Facility & Assistance with Training Tower	\$ 238,950.00
Task 7 – ZBA, Building Department and Site Plan Approval Process	\$ 15,030.00
Task 8 – Construction Bidding Assistance	<u>\$ 8,330.00</u>
Subtotal Phase II	\$ 392,020.00

Total Lump Sum Fee for Professional Engineering Services **\$ 515,310.00**

Thank you very much for the opportunity to work with you on this important project. Should you have any questions regarding this Proposal, or require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.



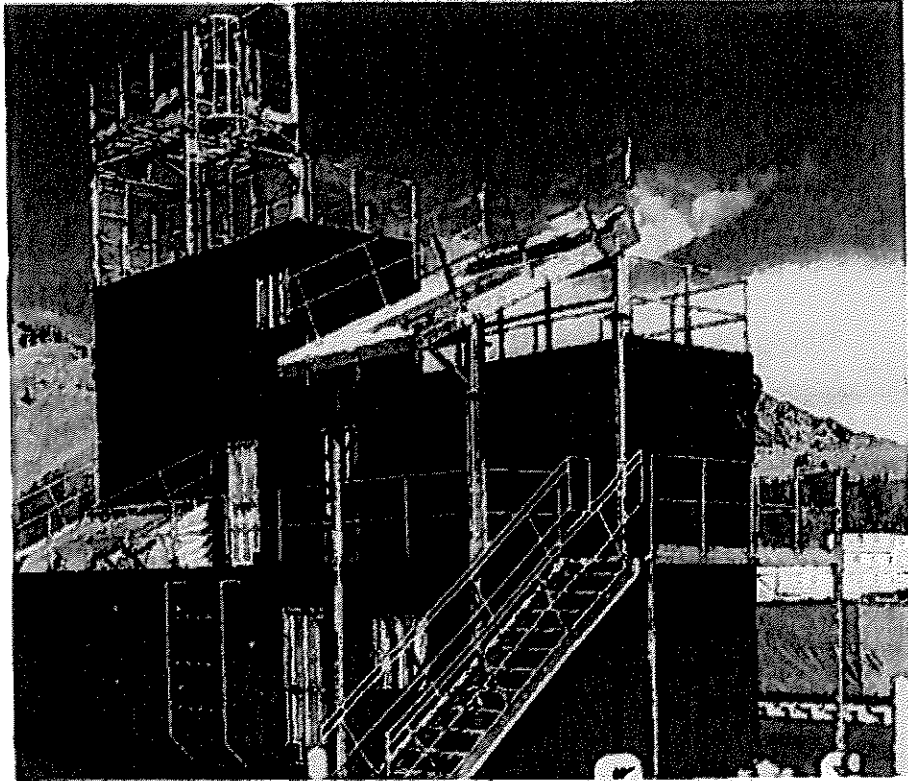
Roland N. Alix, P.E.
Principal / Vice President



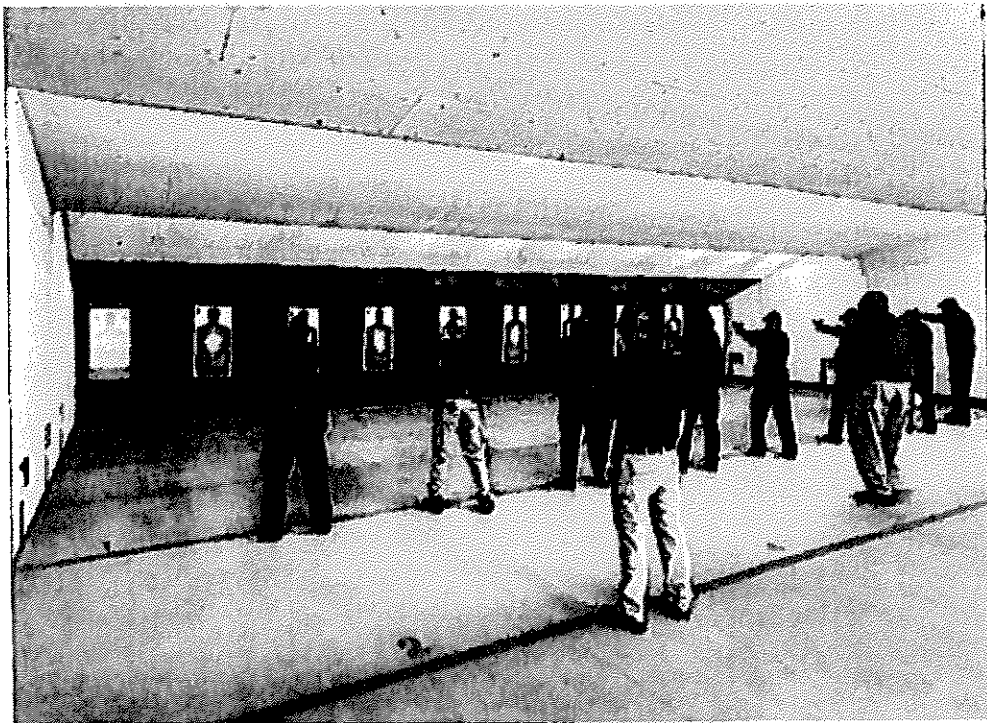
Adrianna Melchior, AIA, LEED AP
Associate

Attachment: Redstone Architects Firm Profile
HRC Terms and Conditions

pc: HRC; File
City of Flint; R. Dixon, J. Antcliff



Example Training Tower Structure Image



Example Shooting Range Image

**AGREEMENT
BETWEEN OWNER AND HUBBELL, ROTH & CLARK, INC. (HRC)
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Flint _____ (“Owner”)

and Hubbell, Roth & Clark, Inc. (HRC) _____ (“Engineer”)

HRC agrees to provide the services described below to Owner for Flint Fire and Police Department Training Complex

Preliminary Conceptual Design and Construction Document Design _____ (“Project”).

Description of HRC’s Services. See HRC Proposal Dated November 6, 2023

Owner and HRC further agree as follows.

1.01 Basic Agreement

A. HRC shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay HRC for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* HRC will prepare a monthly invoice in accordance with HRC’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due HRC for services and expenses within 30 days after receipt of HRC’s invoice, the amounts due HRC will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, HRC may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until HRC has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, HRC shall furnish services in addition to those set forth above.

B. Owner shall pay HRC for such additional services as follows: For additional services of HRC’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of HRC’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and HRC’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party

2. By HRC:

- a. Upon seven days written notice if HRC believes that HRC is being requested by Owner to furnish or perform services contrary to HRC's responsibilities as a licensed professional; or
- b. Upon seven days written notice if the HRC's services for the Project are delayed or suspended for more than 90 days for reasons beyond HRC's control.

HRC shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3. For convenience,

- a. By Owner effective upon the receipt of notice by HRC.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow HRC to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and HRC each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and HRC (and to the extent permitted by paragraph 6.01.B the assigns of Owner and HRC) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor HRC may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by HRC under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. HRC makes no warranties, express or implied, under this Agreement or otherwise, in connection with HRC's services. HRC and its consultants may use or rely upon the design services of others provided by or through the Owner, including, but not limited to, contractors, manufacturers, and suppliers.

B. HRC shall not at any time supervise, direct, or have control over any contractor's work, nor shall HRC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. HRC shall not have authority to stop the contractor's work.

C. HRC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. HRC shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except HRC's own employees) at the Project site

or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of HRC.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract.

F. If this contract results in a construction project, the Owner agrees to cause the General Contractor and its subcontractors to indemnify and name HRC and its sub-consultants as Additional Insured's on their General Liability policies on a primary and non-contributory basis.

G. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

H. All design documents prepared or furnished by HRC are instruments of service, and HRC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

I. To the fullest extent permitted by law, Owner and HRC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that HRC's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by HRC, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory plead or asserted.

J. The parties acknowledge that HRC's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If HRC or any other party encounters a Hazardous Environmental Condition, HRC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with HRC Proposal Dated 11/03/2023 and any expressly incorporated appendix), constitutes the entire agreement between Owner and HRC and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay HRC as follows:

1. A Lump Sum amount of \$ 515,310.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

HRC:

By:

By:

Title:

Title:

Date Signed:

Date Signed:

Address for giving notices.

Address for giving notices

.....
.....
.....

Hubbell, Roth & Clark, Inc.
555 Hulet Drive
Bloomfield Hills MI, 48302

240348



RESOLUTION NO.: _____

PRESENTED: 8-12-2024

ADOPTED: _____

RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC FOR INCREASED FOOD ACCESS FOR FRANKLIN AVENUE MISSION

The City of Flint is a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the state of Michigan, and;

On March 11, 2021, the President of the United States of America signed into law the "American Rescue Plan Act of 2021", also known as House Resolution 1319, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes, and;

In accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to extend and disseminate assistance to impacted households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted by the COVID-19 Pandemic.

The Flint City Council recommends funding up to \$22,000 for Franklin Avenue Mission, Client Choice Pantry to provide increased access to supplemental food. This resolution will replace the previously passed resolution #230417.

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Total Amount
287-721.150-801.000	FUSDT-CSLFRF	\$22,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to provide funding to the Franklin Avenue Mission. Funds will be paid from the American Rescue Plan Act fund (287) in the amount of \$22,000. Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

For the City:

CLYDE D EDWARDS / A0279

CLYDE D EDWARDS / A0279 (Jul 30, 2024 12:24 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

[Signature]

Joseph Kuptz, Acting City Attorney

Approved as to Finance:

[Signature]

Phillip Moore (Jul 30, 2024 11:57 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: July 22, 2024

BID/PROPOSAL#: N/A

AGENDA ITEM TITLE: RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC FOR INCREASED FOOD ACCESS FOR THE FRANKLIN AVENUE MISSION

PREPARED BY: Nicholas Byard, ARPA Contract Coordinator (for Emily Doerr)

VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Client Choice Pantry at Franklin Avenue Mission will provide local families with supplemental food and personal items, emphasizing health, nutrition, and assisting with ideas and basics for a well-balanced meal. The pantry will offer an additional location for residents in a neighborhood with limited resources and opportunities. Finances and transportation are continual roadblocks, and the market will provide another site to help overcome these obstacles. Unlike many pantries with prepackaged boxes of food, a client-choice pantry allows individuals to choose the food they like, and what they know they will use. The choice of food reduces waste and gives dignity back to the individuals and families in need of this resource. To ensure the best access to this pantry, it will be open three times a week: Tuesday's and Thursday's 2PM-5:30PM, Wednesday's 3PM-6PM, and on one Saturday per month from 12PM-3PM.

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 pantry will be set up like a grocery store to encourage healthy eating choices. This setup displays nutritious food prominently, leading to healthier choices. Likewise, recipe cards will be available for individuals to see a healthy meal option using food in the pantry.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024


Section IV: FINANCIAL IMPLICATIONS:

Food will be received from the Food Bank of Eastern Michigan. This will ensure that costs for the pantry stay relatively low, making it a no-cost pantry for families and individuals. Individuals coming to the pantry will get an assigned number of points—depending on the family size—that they can use on the available food items. The more nutritious the food, the fewer points it will cost, encouraging healthy choices.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
	ARPA	287-721.150-801.000	FUSDT-CSLFRF	\$22,000
FY24 GRAND TOTAL				\$22,000

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 07/29/2024

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)*

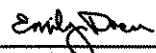
BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: 
Emily Doerr (Jul 29 2024 16:24 EDT)
Emily Doerr, Director - Business and Community Services

240349

RESOLUTION: _____

PRESENTED: 8-12-2024

ADOPTED: _____

RESOLUTION AUTHORIZING PAYMENT TO REHMANN ROBSON, LLC FOR OUTSTANDING CHARGES FOR AUDITING SERVICES FOR THE CITY OF FLINT'S FY2023 AUDIT

BY THE FLINT CITY COUNCIL:

On May 22, 2023, the Flint City Council adopted Resolution No. 230150 to enter into an agreement with Rehmann Robson, LLC for Auditing Services for the City of Flint's FY2022/2023 Audit, for a total contract amount of \$259,000.00, plus out-of-pocket expenses not-to-exceed \$10,000.00; and

Rehmann Robson, LLC has presented the City with an additional invoice for professional services rendered, including a Fourth Progress billing on the June 30, 2023 Year End Audit in the amount of \$30,000.00, as well as a Change Order Billing in the amount of \$8,500.00; and

The City has also been charged an additional \$577.50 in Finance Charges. \$10,000.00 in out-of-pocket expenses has been submitted and paid to Rehmann Robson, LLC. \$10,000.00 remains on the original Rehmann purchase order. All additional fees have been mutually agreed upon by the city and Rehmann.

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to make payment to Rehmann Robson, LLC for outstanding charges for auditing services for the City of Flint's FY2022-2023 Audit, in the amount of \$29,077.50 (outstanding charges of \$38,500.00, plus finance charges of \$577.50, minus \$10,000.00 remaining on purchase order), with a revised total contract price of \$297,500.00, plus out-of-pocket expenses not-to-exceed \$10,000.00.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph Kuptz, Acting City Attorney

Phillip Moore, Chief Financial Officer

FOR THE CITY:

APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator



INVOICE

Page: 1
Date: 4/30/24
Client: 439871
Job: 1443811
Inv#: RR883099

City of Flint
Finance Dept/Accounts Payable
1101 S Saginaw St
Flint, MI 48501

Rehmann Robson
Saginaw Office
989.799.9580

For professional services rendered, including:

Table with 2 columns: Description and Amount. Row 1: Fourth Progress billing on the City's June 30, 2023 year end audit. 30,000.00. Row 2: Change Order Billing: 8,500.00.

Based on the criteria set forth in the Uniform Guidance the City will be required to have four major programs tested in the Single Audit for the year then ended June 30,2023. Based on the audit engagement letter, any programs in excess of three deemed major per the Uniform Guidance will have an additional fee of \$8,500.

Thank you for choosing Rehmann. We appreciate your business.

Current Total \$38,500.00

Please detach and return with payment

Please make all checks payable to "Rehmann"
To pay by eCheck or Credit Card visit www.rehmann.com and select Pay Bill.
For Wire Transfers call 989-797-8443
Rehmann now charges a 3% convenience fee on credit card payments
(For account questions email: accounts.receivable@rehmann.com)

Amount Due: \$38,500.00

Amount Paid: _____

Date: 4/30/24
Inv#: RR883099
Client: 439871
Job: 1443811

City of Flint
Finance Dept/Accounts Payable
1101 S Saginaw St
Flint, MI 48501

Rehmann Robson
Saginaw Office
5800 Gratiot Rd., Suite 201
P.O. Box 2025
Saginaw, MI 48605-2025



INVOICE

Invoice # Fin Chg
Invoice Date 2024-06-30
Due Date 2024-07-30
Pay now

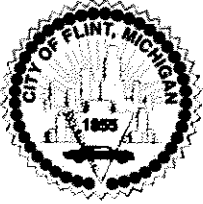
BILL TO:
City of Flint
Finance Dept/Accounts Payable,
1101 S Saginaw St
Flint, MI, US 48501

Item	DESCRIPTION	AMOUNT
------	-------------	--------

Credit terms: Unpaid invoices 30 days after the invoice date are subject to a finance charge of 1 1/2% per month (18% per annum).

Subtotal:	\$577.50
Total:	\$577.50

240351



RESOLUTION NO.: _____

PRESENTED: 8-12-2024

ADOPTED: _____

**RESOLUTION APPROVING SETTLEMENT OF
COLES, ET AL. V CITY OF FLINT, ET AL.,
GENESEE COUNTY CIRCUIT COURT CASE NO. 10-94857-CK
AND ASSOCIATED ARBITRATION**

Although the City of Flint admits no liability regarding the claims made by the Plaintiffs in *Coles, et al. v City of Flint, et al.*, Genesee County Circuit Court Case No. 10-94857-CK, and associated Arbitration, the Law Department recommends settlement of that case on the terms presented in closed session on August 7, 2024.

IT IS RESOLVED that the City Council approves settlement with the following Plaintiffs in the matter of *Coles, et al. v City of Flint, et al.*, Genesee County Circuit Court Case No. 10-94857-CK, and associated Arbitration, in the amount of:

- Todd Coles - \$22,313.44
- Mark Smith - \$25,829.22
- Phillip Smith - \$25,949.46
- John Steele - \$24,268.79
- Gary Lavigne - \$6,260.43
- Gary Hagler - \$30,906.71
- Duane Hunt - \$4,746.32
- Antonio Mata - \$30,505.65
- Deborah Bayer - \$9,219.99

including other terms substantially similar to those presented in closed session on August 7, 2024, in satisfaction of any and all claims against the city arising out of said matter. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

IT IS FURTHER RESOLVED that the appropriate City officials are authorized to do all things necessary to finalize the aforementioned settlements as appropriate.

For the City

For the City Council

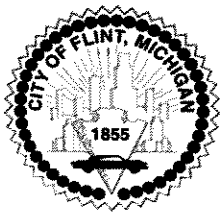
Clyde D. Edwards / AO292
Clyde D. Edwards / AO292 (Aug 9, 2024 15:39 EDT)
Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph N. Kuptz
Joseph Kuptz (Aug 9, 2024 15:11 EDT)
Joseph N. Kuptz, Acting City Attorney

Phillip Moore
Phillip Moore (Aug 9, 2024 15:29 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 8/9/2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION APPROVING SETTLEMENT OF COLES, ET AL. V CITY OF FLINT, ET AL., GENESEE COUNTY CIRCUIT COURT CASE NO. 10-94857-CK

PREPARED BY: Joseph N. Kuptz, Acting City Attorney

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution authorizing settlement of *Coles, et al. v City of Flint, et al.*, Genesee County Circuit Court Case No. 10-94857-CK, on the terms presented in closed session on 5/8/2024.

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

None.

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

Resolution of pending litigation.

FINANCIAL IMPLICATIONS:

None, settlement to be paid from appropriated funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
LAW	Law Office-Suits/Settlements	677-266.200-956.300		\$180,000.01
FY24 GRAND TOTAL				

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

ACCOUNTING APPROVAL: _____ **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$N/A

BUDGET YEAR 2 \$N/A



CITY OF FLINT STAFF REVIEW FORM

BUDGET YEAR 3 \$N/A

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

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

DEPARTMENT HEAD SIGNATURE:

Joseph Kuptz (Aug 9, 2024 15:11 EDT)

Joseph N. Kuptz, Acting City Attorney