



City of Flint, Michigan

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

Meeting Agenda – FINAL
Wednesday, October 9, 2024
5:00 PM

City Council Chambers

FINANCE COMMITTEE

Judy Priestley, Chairperson, Ward 4

Leon El-Alamin, Ward 1

VACANT, 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/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

240405-T Reallocation of ARPA Funds/Tree Removal Match Funds Program

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 Tree Removal Match Funds Program, in the amount NOT-TO-EXCEED \$324,000.00. Said program will match up to \$500.00 for residents paying \$500.00 towards hazardous trees, except in the instance that a resident qualifies for low-income criteria will receive up to \$1,000.00. 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.

240446-T Authorize/Sale of 3218 Wolcott St

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into and complete the sale of property

commonly known as 3218 Wolcott St [Legal Description: ELDORADO VISTA LOT 41; ALSO WLY 12 FT OF LOT 42; ALSO PART OF LOT 40 DESC AS: BEG AT SELY COR OF SD LOT; TH WLY ALG NLY LINE OF WOLCOTT ST. TO A PT 13.0 FT WLY FROM SELY COR OF SD LOT; TH NLY TO A PT ON NLY LINE OF SD LOT, 12.93 FT WLY FROM NELY COR OF SD LOT; TH ELY ALG SD NLY LINE TO NELY COR OF SD LOT; TH SLY ALG ELY LINE OF SD LOT TO BEG.] for the cost of \$8,677.11 and convey the property by quitclaim deed to Markela Wilson. Revenue realized from the sale of this property shall be deposited into the general fund. AND, further resolving that the City Clerk shall, within (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

240447-T CO#1/Michigan Fence Company/Police Department Fence/Gate Installation

Resolution resolving that the appropriate City Officials are hereby authorized to enter into a change order with Michigan Fence Company for the installation of the gate on the Police Department Fence in an amount NOT-TO-EXCEED \$27,996.00 for FY25 (07/01/24-06/30/25) for an overall project total NOT-TO-EXCEED \$78,114.20. Before ARPA funds are distributed, The City of Flint ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. The referenced allocated ARPA Funds for this project will be paid from the American Rescue Plan Act Fund (287).

240448-T ARPA Interest Funds/City Council/Professional Development Expenses

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 #101-101.000-958.000 for Council Education. 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 Treasury requirements and previously approved authorizations.

240449-T Reallocation of ARPA Funds/Mental Health Services Support/Involved Dad

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to allocate ARPA funding to InvolvedDad in the amount of \$36,000.00 to be used for Mental Health Services Support. 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.

240450-T Approve/Lease Extension/4813 Clio Road

Resolution resolving that the appropriate City officials are authorized to do all things necessary to execute a lease extension for 4813 Clio Road, with an amount including associated costs, utilities, insurance, and other operational/facilities expenses, NOT-TO-EXCEED \$116,000.00 per annum, and to allocate available Police Forfeiture funds to appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$116,000 per annum, account number 265-310.206-801.000, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31, 2029.

240451-T Contract/Schena Roofing & Sheet Metal Company, Inc./City Hall Walkway Repair

Resolution resolving that the appropriate City Officials are hereby authorized to enter into a contract with Schena Roofing & Sheet Metal Co., Inc. for the City Hall Walkway repair project in a base bid amount of \$244,636.00 plus a \$50,000.00 contingency for any potential unforeseen issues for an overall total amount NOT-TO-EXCEED \$309,586.00 for FY2025 (07/01/24-06/30/25). Before ARPA funds are distributed, The City of Flint ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest

US Department of Treasury final rules. Funds will be paid from the American Rescue Plan Fund (287).

240452-T Reallocation of ARPA Funds/Purchase of Fire and Life Safety and Rescue Equipment/Flint Fire Department

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate from the funding source account# 101-287.000-963.000 in the amount of \$711,570.30 to the Flint Fire Department to purchase various Fire and Life Safety and Rescue Equipment. 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. AND, further resolving that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of various Fire and Life Safety and Rescue Equipment in an amount NOT-TO-EXCEED \$711,570.30.

240453-T Transfer/BSI Development Fund Balance/Amend Lurvey Contract #24-096

Resolution resolving that the appropriate City officials, upon City Council's approval, are hereby authorized to transfer \$560,000.00 from 249-000.000-390.000 to 249-371.100-976.000 and increase the current contract with Lurvey Construction, LLC in the amount of \$299,320.00 to complete the BSI/Development interior renovations to the South Building of City Hall in a total contract cost NOT-TO-EXCEED \$2,484,550.00 for FY 25 (07/01/24-06/30/25) from the 249-371.100-976.00 account.

240454-T Contract/Lurvey Construction, LLC/BSI/Development Department Renovations

Resolution resolving that the appropriate City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Lurvey Construction, LLC to complete the BSI/Development interior

renovations to the South Building of City Hall in a total contract cost NOT-TO-EXCEED \$2,186,230.00 for FY25 (07/01/24-06/30/25) from the 249-371.100-976.000 account.

240457-T Approve/Reallocation of ARPA Funds/UNDUE Medical Debt

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 #101-612.013-801.000 to UNDUE Medical Debt 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.

SPECIAL ORDER

Special Order/Medical Debt Relief

A Special Order as requested by 4th Ward Councilmember Judy Priestley to allow for a 30-minute presentation for Medical Debt Relief.

ADJOURNMENT

240405-T



RESOLUTION NO.: _____
PRESENTED: 9-04-2024
ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF \$324,000 IN ARPA FUNDS TO TREE REMOVAL MATCH FUNDS PROGRAM

BY THE CITY ADMINISTRATOR:

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

Whereas, the City Administration has proposed using ARPA funds for a Tree Removal Match Program that would help residents remove hazardous trees; and

Whereas, Residents would pay \$500.00 for said removal and the City of Flint would pay up to \$500.00. Residents that qualify for low-income criteria will receive up to \$1,000.00. The City Administration recommends reallocating \$324,000 of ARPA funds, previously obligated for revenue replacement, to the Tree Removal Match Funds Program.

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

Account	Description	Amount
101-728.020-801.000	Tree Removal Match Funds Program	\$324,000

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 Tree Removal Match Funds Program in the amount not to exceed \$324,000.00. Said program will match up to \$500.00 for residents paying \$500.00 towards hazardous trees, except in the instance that a resident qualifies for low-income criteria will receive up to \$1,000.00. 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:

For the City Council:

CLYDE D EDWARDS / AD300
CLYDE D EDWARDS / AD300 (Aug 24, 2024 11:28 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

Joseph Kuptz
Joseph Kuptz (Aug 30, 2024 09:43 EDT)

Phillip Moore
Phillip Moore (Aug 30, 2024 10:21 EDT)

Joseph Kuptz, City Attorney

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PREPARED BY: Seamus Bannon

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Tree Removal Match Funds program will enhance public safety and protect property. Through this initiative, the city will provide up to \$500.00 in matching funds to residents who invest in removing hazardous trees on their properties. Residents that meet low-income criteria will be given up to \$1,000 towards removal of a hazardous tree. The program aims to address the risks posed by trees that threaten both people and structures. By partnering with residents, Flint seeks to encourage proactive maintenance and reduce potential hazards. The matching funds will cover a portion of the expenses incurred by homeowners for tree removal. This collaborative effort is designed to improve overall community safety and mitigate risks associated with dangerous trees. The initiative reflects Flint's commitment to investing in the well-being and security of its residents.

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

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

The Tree Removal Match Funds program will significantly enhance the safety of Flint residents by reducing the risk of dangerous trees falling on homes or infrastructure. By sharing the cost of tree removal with residents, the program makes it more affordable for homeowners to address potential hazards. This proactive approach helps prevent property damage and personal injury, contributing to a safer community environment. Additionally, the program encourages property upkeep, which can improve neighborhood aesthetics and overall property values. Ultimately, this initiative fosters a collaborative effort between the city and its residents to create a more secure and visually appealing urban landscape.



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 of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;" City Administration recommends reallocating \$324,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the Tree Removal Match Fund Program

Account	Description	Amount
101-728.020-801.000	Tree Removal Match Funds Program	\$324,000

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: _____ Date: 08/30/2024

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

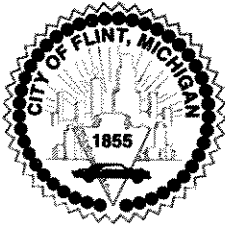
OTHER IMPLICATIONS *(i.e., collective bargaining)*:

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

DEPARTMENT HEAD SIGNATURE:

(Name, Title)

240446-T



RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

RESOLUTION AUTHORIZING SALE OF 3218 WOLCOTT ST

The City of Flint owns residential real estate located at 40-10-229-017, commonly known as 3218 Wolcott St [Legal Description: ELDORADO VISTA LOT 41; ALSO WLY 12 FT OF LOT 42; ALSO PART OF LOT 40 DESC AS: BEG AT SELY COR OF SD LOT; TH WLY ALG NLY LINE OF WOLCOTT ST. TO A PT 13.0 FT WLY FROM SELY COR OF SD LOT; TH NLY TO A PT ON NLY LINE OF SD LOT, 12.93 FT WLY FROM NELY COR OF SD LOT; TH ELY ALG SD NLY LINE TO NELY COR OF SD LOT; TH SLY ALG ELY LINE OF SD LOT TO BEG.] and was acquired from the Genesee County Treasurer in 2017 as a tax foreclosure.

The last private owner(s), Markela Wilson, has offered to purchase this property for the sum of \$8,677.11 on an AS-IS basis, with the City to convey the property by quitclaim deed, and the buyer(s) to pay any closing or recording fees.

IT IS RESOLVED that the appropriate City Officials are authorized to do all things necessary to enter into and complete the sale of property commonly known as 3218 Wolcott St [Legal Description: ELDORADO VISTA LOT 41; ALSO WLY 12 FT OF LOT 42; ALSO PART OF LOT 40 DESC AS: BEG AT SELY COR OF SD LOT; TH WLY ALG NLY LINE OF WOLCOTT ST. TO A PT 13.0 FT WLY FROM SELY COR OF SD LOT; TH NLY TO A PT ON NLY LINE OF SD LOT, 12.93 FT WLY FROM NELY COR OF SD LOT; TH ELY ALG SD NLY LINE TO NELY COR OF SD LOT; TH SLY ALG ELY LINE OF SD LOT TO BEG.] for the cost of \$8,677.11 and convey the property by quitclaim deed to Markela Wilson. Revenue realized from the sale of this property shall be deposited into the general fund.

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

For the City

Clyde D. Edwards / A0315
Clyde D. Edwards / A0315 (Oct 1, 2024 16:19 EDT)
Clyde Edwards, City Administrator

For City Council

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 1, 2024 13:32 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 1, 2024 13:30 EDT)
Phillip Moore, Chief Financial Officer



RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: *September 30, 2024*

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING SALE OF 3218 WOLCOTT ST

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

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Flint City Council chose to move ownership of this foreclosed property from the County Treasurer to the City of Flint (instead of the Genesee County Land Bank). The previous owner of record, Markela Wilson, has remained living in the house and now the City of Flint would like to sell the house to them for the taxes owed at the time of foreclosure (\$8,068.56) plus the outstanding water balance (\$578.55) on the property, plus a \$30 title transfer fee for a total of \$8,677.11 to be paid in the form of a cashier's check or money order at closing. \$500 as an earnest money deposit has been received by the City. Your packet contains the signed Purchase Agreement. The transaction will occur via Quit Claim Deed.

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

N/A

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

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

FINANCIAL IMPLICATIONS:

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

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
B&CS	Revenue/Sale-City Land	101-701.000-673.100	DNA	\$8,667.11
FY24 GRAND TOTAL				\$8,667.11

PRE-ENCUMBERED? YES NO REQUISITION NO: Not applicable

ACCOUNTING APPROVAL: Carissa Dotson Date: 10/01/20
Carissa Dotson (Oct 1, 2024 12:29 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

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

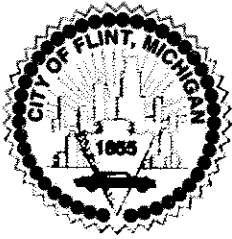
APPROVED

DEPARTMENT HEAD SIGNATURE: 
Emily Doerr (Oct 1, 2024 12:46 EDT)



Emily Doerr (Oct 1, 2024 12:46 EDT)

Emily Doerr, Director, Business and Community Services



RESOLUTION NO.: 240447-T

PRESENTED: 10-9-2024

ADOPTED: _____

PROPOSAL #23000542

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MICHIGAN FENCE COMPANY FOR POLICE DEPARTMENT FENCE
CHANGE ORDER FOR GATE INSTALLATION**

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals on behalf of the Police Department for fencing to secure the parking lots surrounding employee and department vehicles at the City of Flint Police Department via P23000542.

WHEREAS, The Police Department awarded the lowest qualified bidder, Michigan Fence Company, Flint, MI to be awarded for this contract, and City Council authorized this contract by adopting Resolution #230290 on August 28, 2023 in the amount no to exceed \$50,118.20 using allocated ARPA Building Addition & Improvement funds.

WHEREAS, The final phase of this fencing is to install a gate to secure the fencing's perimeter. Michigan Fence has provided a quote of \$27,996.00 for the gate as the original installers of the fencing last year.

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

Account Number	Account Name/ Grant Code	Amount
*287-305.701-976.000	Building Additions & Improve/FUSDT-CSLFRF	\$21,242.00
101-301.000-977.000	Police Department Equipment	\$6,754.00
	FY2025 TOTAL	\$27,996.00

IT IS RESOLVED, That the Appropriate City Officials are hereby authorized to enter into a change order with Michigan Fence Company for the installation of the gate on the Police Department Fence in an amount not to exceed \$27,996.00 for FY25 (07/01/24-06/30/25) for an overall project total not to exceed \$78,114.20. Before ARPA funds are distributed, The City of Flint ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. The referenced allocated ARPA Funds for this project will be paid from the American Rescue Plan Act Fund (287).

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 2, 2024 12:36 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

PM
Phillip Moore (Oct 2, 2024 12:30 EDT)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0312
CLYDE D EDWARDS / A0312 (Oct 2, 2024 14:39 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

Revised September 3, 2024

TODAY'S DATE: 09/30/2024

BID/PROPOSAL# 23000542 (Resolution Number 230290)

AGENDA ITEM TITLE: POLICE DEPARTMENT GATE INSTALLATION

PREPARED BY: Candice Smith – Police Department

VENDOR NAME: MICHIGAN FENCE COMPANY

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Police Department is requesting Purchasing to approve a Purchase Order in the amount of \$27,996.00 to install the gate for the 8-guage fence that has already been installed. This installation was approved under Adopted Resolution 230290.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2024	Building Additions & Improve	287-305.701-976.000	\$50,118.20	\$48,758	230290

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

This fence is needed to secure the parking lots surrounding employee and department vehicle parking for the City of Flint Police Department.

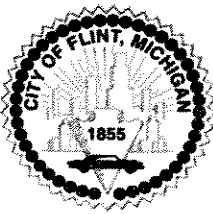
Section IV. FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	APRA-Bldg Additions & Improve	287-305.701-976.000	FUSDT- CSLFRF	\$21,242.00
Police	Equipment	101-301.000-977.000		\$6,754.00
			FY-25 GRAND TOTAL	\$27,996.00

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 25-0009389

ACCOUNTING APPROVAL: Candice Smith
Candice Smith (Sep 30, 2024 13:42 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

DEPARTMENT HEAD SIGNATURE: Terence Green
Terence Green (Oct 1, 2024 08:25 EDT)

(Terence Green – Chief of Police)



MICHIGAN FENCE COMPANY, INC.

G-3059 West Hill Rd.
Flint, MI 48507

Phone: (810) 235-4581
Fax: (810) 235-9348

May 21, 2024

City of Flint Police Department
210 E. Fifth Street
Flint, Michigan 48502

RE: Gate Operators

Dear Tyrone Booth,

We appreciate the opportunity to present this proposal for your fence requirements. The following is a brief description of the materials to be supplied by Michigan Fence Company, Inc.

Furnish and install two (2) IHSL24UL LiftMaster commercial gate operators with heaters, safety edges front & back, and loop detectors. Supply gooseneck stand for electrician to install controls. Install four (4) 4" Sch40 bollards for protection of gooseneck.

Labor & Material

\$27,996.00

To accept this proposal, please sign, date, and return by fax or mail.

Signed by _____ Date _____

Due to the changes happening within the current steel market, prices are subject to change according to the market. Electrical service to operator and conduit to the keypad or gooseneck stand is not included in this estimate and is provided by others.

The price quoted above is only for the listed material and footages and any changes will result in a change in price.

PLEASE NOTE THAT THE PROPERTY OWNER IS RESPONSIBLE TO MARK ALL PROPERTY LINES AND TO OBTAIN ANY AND ALL PERMITS NECESSARY.

Installer shall call Miss-Dig for location of underground utilities; however, the customer is responsible for the location and marking of all other buried cables and/or any underground obstructions not designed by Miss-Dig. Some of these cables and/or obstructions may be, but are not limited to, cable TV lines, underground sprinkler lines, swimming pool electrical and water lines, and electrical, gas, or telephone lines.

Once again, we appreciate this opportunity to present you with this proposal. We look forward to hearing from you.

Sincerely,

Jason Stefanik



Pride In Fencing Since 1955



230290



RESOLUTION NO.: _____

PRESENTED: AUG 23 2023

ADOPTED: AUG 28 2023

Proposal #23000542

BY THE CITY ADMINISTRATOR:

RESOLUTION TO MICHIGAN FENCE COMPANY FOR AN 8-GAUGE BLACK CHAIN LINK FENCE FOR THE POLICE DEPARTMENT

The Division of Purchases and Supplies solicited proposals for fencing to secure the parking lots surrounding employee and department vehicle parking for the City of Flint Police Department and the Water Service Center. Three sealed proposals were received and:


The Police Department has recommended, that the lowest bidder Michigan Fence Company, 3059 W. Hill Road, Flint, MI be awarded the contract for these said services:

The Police Department is requesting a contract with Michigan Fence Company for \$50,118.20, in an FY24 amount not to exceed \$50,118.20. The bid was for \$45,562.00 and would like to include a ten percent contingency of \$4,556.20 for unforeseen circumstances.

Account Number	Account Name	Amount
287-305.701-976.000	ARPA - Building Additions & Improve	\$50,118.20

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Michigan Fence Company for fencing services, for a total not to exceed \$50,118.20, for FY24 (07/01/23 - 06/30/24).

APPROVED AS TO FORM


William Kim (Jul 19, 2023 09:25 EDT)

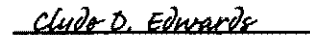
William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Jul 20, 2023 09:33 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

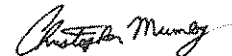

Clyde D. Edwards (Jul 20, 2023 13:19 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING



Christopher Mumby, Interim Purchasing Manager



240448-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

RESOLUTION TO USE ARPA INTEREST FUNDS FOR CITY COUNCIL PROFESSIONAL DEVELOPMENT EXPENSES

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

Some of these funds have been sitting in interest-bearing accounts and those interest dollars are available for spending on city expenses;

City Administration recommends allocating \$30,000 of the ARPA Interest Funds to be utilized for City Council Professional Development Expenses for continuing education opportunities.

Allocated funds will be moved from Acct # 101-101.000-958.000 as follows:

Account Number	Account Name / Grant Code	Total Amount
101-101.000-958.000	ARPA Interest – Council Education	\$30,000

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 # 101-101.000-958.000 for Council Education. 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 Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

CLYDE D EDWARDS / A0314
CLYDE D EDWARDS / A0314 / OCT 2, 2024 10:31 EDT
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

JK
Joseph Kuptz (Oct 1, 2024 12:58 EDT)
Joseph Kuptz, Acting City Attorney

Phillip Moore
Phillip Moore (Oct 1, 2024 13:31 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

TODAY'S DATE: September 30, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE:

RESOLUTION TO USE ARPA INTEREST FUNDS FOR CITY COUNCIL PROFESSIONAL DEVELOPMENT EXPENSES

PREPARED BY: Emily Doerr

VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Unspent ARPA funds have been sitting in interest-bearing accounts and those interest dollars are available for spending on city expenses; Administration would like to use \$30,000 of those funds to pay for continuing education opportunities for City Council members.

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:

This will help increase the skills and efficiency of the City Council which will lead to better leadership for all City residents. These funds can cover all registration, lodging, and transportation expenses so that Councilmembers can focus on choosing the best continuing education opportunities for them rather than the lowest-cost options.

Section IV: FINANCIAL IMPLICATIONS:

These funds are available for use for city expenses.

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: _____

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

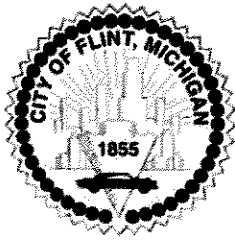
DEPARTMENT HEAD SIGNATURE:


Emily Doerr (OCN) 2024-12-06 EDT

Emily Doerr, Director – Business and Community Services

Signature:

Email: cedwards@cityofflint.com



240449-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

RESOLUTION TO UTILIZE ARPA FUNDS FOR MENTAL HEALTH SERVICES SUPPORT TO INVOLVED DAD FOR \$36,000.00

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

WHEREAS, Flint City Council recommends reallocating \$36,000.00 in ARPA funding, previously obligated for revenue replacement, for InvolvedDad for Mental Health and Services Support; and

WHEREAS, InvolvedDad has utilized its resources to assist the citizenry of the City of Flint by providing fatherhood courses, domestic violence classes, therapeutic sessions, and helping to create a safer and more supportive family environment; therefore

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
101-612.005-801.000	Mental Health Referrals and Services Support	\$36,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to allocate ARPA funding to InvolvedDad in the amount of \$36,000.00 to be used for Mental Health Services Support. 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.

For the City:

CLYDE D EDWARDS / A0316
CLYDE D EDWARDS / A0316 (Oct 1, 2024 13:30 EDT)
Clyde D. Edwards, City Administrator

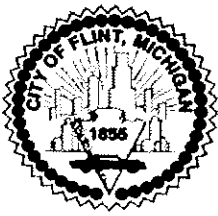
For the City Council:

Approved as to Form:

JK
Joseph Kuptz (Oct 1, 2024 12:25 EDT)
Joseph Kuptz, Acting City Attorney

Approved as to Finance:

Philly Moore
Phillip Moore (Oct 1, 2024 12:40 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 23, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION TO UTILIZE ARPA FUNDS FOR MENTAL HEALTH SERVICES SUPPORT TO INVOLVEDDAD FOR \$36,000.00

PREPARED BY: Nicholas Byard

VENDOR NAME: InvolvedDad

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

As a fatherhood organization, InvolvedDad sees it as their responsibility to educate men/fathers about the harmful thinking and behaviors that negatively affect women and children. InvolvedDad has utilized its resources to assist the citizenry of the City of Flint by providing fatherhood courses, domestic violence classes, therapeutic sessions, and helping to create a safer and more supportive family environment.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

No known previous allocations for this project.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

One of InvolvedDad's priorities is to provide additional support and therapeutic services to men who cause harm. As a fatherhood agency, they are deeply committed to family reunification, with a strong focus on restoring relationships between fathers, father figures, and their children. Through their holistic approach, they engage in conversations with mothers, female caregivers, and the courts. These discussions have revealed that many mothers leave these abusive men due to harmful living conditions. InvolvedDad attempts to reunify these families in a way that's healthy and supportive for both the parents and the children.

InvolvedDad's mission of cultivating a strong family unit is both beneficial to the community and to the City.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
ARPA	Professional Services	101-612.005-801.000	General Fund	\$36,000.00
			FY25 GRAND TOTAL	\$36,000.00

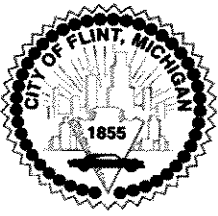
WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1 \$36,000.00

BUDGET YEAR 2

BUDGET YEAR 3

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



CITY OF FLINT STAFF REVIEW FORM

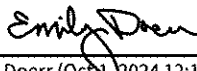
Revised September 3, 2024

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 09/20/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: 
Emily Doerr (Oct 1, 2024 12:18 EDT)
(Name, Title)



240450-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

Resolution Approving Lease Extension for 4813 Clio Road

The City of Flint wishes to enter into an agreement to extend the lease for 4813 Clio Road, a property located in Hallwood Plaza, which currently serves as a customer service center on the north side of the City of Flint. This customer service center allows residents of Flint's north side to have greater access to city services, including but not limited to payment of water bills and other City fees, as well as access to the City's public health office. This also includes a police mini-station.

The proposed lease extension runs from January 1, 2025 through December 31, 2029, and will cost the City \$5,000.00/month plus associated operational costs. Total costs, including associated costs, utilities, insurance, and other operational/facilities expenses, are projected to be less than \$116,000 per annum. Funding for this lease and the associated costs will be provided from account number 265-310.206-801.000.

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to execute a lease extension for 4813 Clio Road, with an amount including associated costs, utilities, insurance, and other operational/facilities expenses, not to exceed \$116,000.00 per annum, and to allocate available Police Forfeiture funds to appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$116,000 per annum, account number 265-310.206-801.000, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31, 2029.

FOR THE CITY:

FOR THE CITY COUNCIL

Clyde D. Edwards / A0319
Clyde D. Edwards / A0319 (Oct 3, 2024 10:12 EDT)
Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph N. Kuptz
Joseph N. Kuptz (Oct 3, 2024 08:44 EDT)
Joseph N. Kuptz, Acting City Attorney

Phillip Moore
Phillip Moore (Oct 3, 2024 10:02 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: *October 2, 2024*

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Approving Lease Extension for 4813 Clio Road

PREPARED BY: Joseph N. Kuptz, Acting City Attorney

VENDOR NAME: Hallwood Plaza LLC

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint wishes to enter in an agreement to extend the lease for 4813 Clio Road, a property located in Hallwood Plaza, to continue the operation of a customer service center on the north side of the City of Flint. This customer service center allows residents of Flint's north side to have greater access to city services, including but not limited to the payment of water bills and other City fees, as well as access to the City's public health office. This also includes a police mini-station.

The proposed lease extension runs from January 1, 2025, through December 31, 2029, and will cost the City \$5,000.00/month plus associated costs. Total costs, including associated costs, utilities, insurance, and other operational/facilities expenses, are projected to be less than \$116,000 per annum.

Funding for this lease will come from the drug forfeiture funds received to date, in an amount of \$116,000.00, from 265-310.206-801.000.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2024 12/1/23- 6/30/24	265-310.206-801.000	\$54,000.00	\$54,000.00	\$38,630.55	230402
2025 7/1/24- 12/31/24	265-310.206-801.000	\$54,000.00	\$54,000.00	\$33,111.90	230402

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

The customer service center allows greater access to City of Flint residents who reside or do business on the north side of the City, including payment of water bills and other City fees and the City's public health office, among other services.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services January 1 – June 30	265-310.206-801.000	N/A	\$58,000.00
FY25 GRAND TOTAL				\$58,000.00

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

BUDGET YEAR 1 (FY25) - \$58,000.00

BUDGET YEAR 2 (FY26) - \$116,000.00

BUDGET YEAR 3 (FY27) - \$116,000.00

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

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: Angela Amerman Date: _____
Angela Amerman (Oct 3, 2024 09:41 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES X NO

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

DEPARTMENT HEAD SIGNATURE: Clyde D. Edwards / A0319
Clyde D. Edwards / A0319 (Oct 3, 2024 10:12 EDT)

Clyde Edwards, City Administrator

Commercial Lease for City Of Flint, Michigan for 4813 Clio Rd Flint Michigan

THIS LEASE is made and entered into as of the 1st day of December, 2023 (the "Effective Date") by and between **Hallwood Plaza LLC** ("Landlord") and **City of Flint** ("Tenant")

WITNESSETH:

For and in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the following-described Premises upon the following terms and conditions:

ARTICLE I PREMISES

1.1 Premises. Landlord, for and in consideration of the rents, covenants and agreements hereinafter set forth and hereby agreed to be paid, kept, and performed by Tenant, does hereby lease to Tenant, and Tenant hereby leases from Landlord, an approximately 4445 square foot portion of the building located in the commercial shopping center (the "**Shopping Center**") located at 4813 Clio Rd. 48504 (the "**Premises**"). The location of the Premises in the Shopping Center is depicted on the Site Plan attached hereto as Exhibit "A."

ARTICLE II TERM

2.1 Term. The Lease is defined as a period of one year and one month from the Rent Commencement Date (the "**Term**").

2.2 Rent Commencement Date: Starting on the Commencement Date, which is the date of the execution of this lease, defined as Effective Date, and continuing till Dec, 31st, 2024, the Tenant shall be required to pay the Rent (as hereinafter defined) payments during this time. Tenant's obligation to pay Rent shall commence on the execution date (the "**Rent Commencement Date**").

2.3 Lease Extension Option: Tenant will have two options to extend the lease on these terms of 5 years each. Tenant must notify Landlord 3 months in advance of lease expiration in order to exercise these extension options.

ARTICLE III RENT

3.1 Base Rent. Starting on the Rent Commencement Date, Tenant shall pay to Landlord without demand, deduction, or offset as Base Rent for the Premises as follows:

Lease Commencement Date through Dec 31st, 2024: \$4500.00 monthly Rent; plus, share of operation costs as defined in 3.2.

Extension Options:

Option 1: First 5 years: Base Rent \$5500 plus, share of operation costs as defined in 3.2.

Option 2: Second 5 years: Base Rent \$6500 plus, share of operation costs as defined in 3.2.

Monthly installments payable by the first (1st) day of each calendar month during the Term (base rent shall be further amended as follows). In the event the Term commences or ends on a day other than the first day of the calendar month, then the Base Rent for such partial month shall be pro-rated in proportion to the number of days the Lease is in effect during such month, and such rental shall be paid upon the commencement of such period. Tenant is required to report store sales monthly.

3.2 Lessee's Share of Operating Expenses. Lessee shall be responsible for its pro-rata share of operating expenses for the Shopping Center. Operating expenses for the Shopping Center for these purposes shall include, but not be limited to, all costs of administration, operation, repair, maintenance, replacement, real estate taxes, assessments, and insurance costs of the Shopping Center (except as otherwise provided herein). This amount is estimated at approximately \$2.75 a sq foot which equal to \$1018.65/month and subject to year-end adjustment as the final operating expenses get calculated by the landlord (the term Base Rent and any other payments due to landlord under Sections 3.2 and 3.3 or anywhere else in this Lease shall be defined as "Rent") Tenant shall pay its share of expenses together with the Base Rent to the landlord on the monthly basis. LANDLORD AND TENANT AGREE THAT TENANT WILL ONLY PAY FIXED MONTHLY AMOUNT OF \$1018.65 AS THE TENANT SHARE OF THE OPERATING EXPENSES OF THE CENTER THROUGH THE LEASE END DATE OF DEC,31,2024 . IF TENANT RENEWS THE LEASE AFTER DEC,31,2024 THEN LANDLORD AND TENANT WILL AGREE ON A NEW AMOUNT FOR THE TENANT SHARE OF OPERATING EXPENSES.

3.3 Late Charge. A late charge of Three hundred (\$300) dollars per month may be assessed at Landlord's option, as additional rent in the event that any Rent Payment is not paid within fifteen (15) days after the same shall be due and payable. In addition, any and all delinquent Rent Payments, additional rent and all other sums payable hereunder shall bear interest at the rate of the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate allowable under law from the date of delinquency until paid. This provision shall in no way affect the right of Landlord to declare Tenant in default of this Lease for the failure to pay rent on the day that it is due.

ARTICLE IV SERVICES BY LANDLORD; REPAIR AND MAINTENANCE

4.1 Landlord Services Common Areas. Landlord shall maintain the public and common area: driveways, leads to the tenant space and designated parking area of the Shopping Center in good order and condition. Landlord shall be reimbursed by the tenant for expenses occurring from these services and Landlord shall make all necessary repairs to the common areas serving the Shopping Center. Notwithstanding the forgoing, if such damage is caused by the negligent acts or omissions of Tenant, its officers, agents, or employees, Tenant shall directly repair and shall bear the cost of such repairs, without landlord having to expense them and then be reimbursed by tenant

4.2 Landlord Services the Premises. No Landlord responsibility to the premises.

4.3 Tenant Repairs and Maintenance. Tenant shall be responsible for the repairs, maintenance and replacement associated with Tenant's space and its designated parking lot, as defined herein, as well as all interior repairs and all structural repairs. Tenant shall not injure the Premises or the Shopping Center or the common areas serving the Shopping Center but shall maintain the Premises and parking lot in a clean,

attractive condition and in good repair, normal wear and tear excluded. Tenant shall be responsible for cleaning of snow and trash for its space, sidewalk and its designated parking area.

4.4 Landlord's Entry Upon the Premises. Tenant agrees to permit Landlord and its authorized representatives to, upon twenty-four (24) hours of notice to Tenant, enter the Premises at all times during normal business hours for the purpose of inspecting same, making any necessary repairs to the Premises and performing any work therein necessary to comply with any laws, ordinances, rules or regulations of any public authority, fire rating bureau, or Landlord's insurer or that Landlord may deem necessary to prevent waste or deterioration to the Premises. Any such entry shall be so as to cause minimal inconvenience to Tenant. In addition, Landlord may, upon twenty-four (24) hours of notice to Tenant, enter upon the Premises during normal business hours to show the Premises to prospective purchasers, mortgagees and insurance representatives and may at any time during the last ninety (90) days of the Term, show the Premises to prospective Tenants.

ARTICLE V PURPOSE

5.1 Possession and Use. The Premises shall be occupied and used solely for the purposes of collection of city water and or tax bills and the use of a police station. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord. Tenant shall not allow any noise, smoke or odor to escape from the Premises in a manner which will disturb other occupants of the Shopping Center or occupy the Premises in such manner as to disturb the peaceful and quiet occupancy of the other tenants of the Shopping Center.

5.2 Parking and Common Areas. Tenant shall have the right to use the parking lots adjacent to the Shopping Center for itself, its employees, and invitees. Landlord shall retain exclusive control and management over the common areas serving the Premises and the Shopping Center, including but not limited to, all driveways, entrances, exits, roadways, parking areas, sidewalks and other features or facilities provided for the general use of all the tenants in the Shopping Center. Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the use of said common areas provided that such rules and regulations are not inconsistent with this Lease or interfere with Tenant's business and Tenant agrees to abide by and conform with such rules and regulations. Nothing contained in this Lease shall be construed to prohibit Landlord from reconfiguring the parking lot or from constructing any structures on the parking lot or in the common areas, so long as Tenant maintains substantially the same amount of parking and continues to have adequate access, including Loading Dock Access, to the Premises.

ARTICLE VI UTILITIES AND PERSONAL PROPERTY TAXES

6.1 Utilities. Tenant shall make application for and arrange for the installation of all other utility services (including meters and connection fees) necessary for the use and occupancy of the Premises and Tenant shall be solely responsible for and promptly pay, as and when the same become due and payable, all connection charges, deposits, all charges for water, gas, electricity, telephone and any utility used or consumed in the Premises imposed by the utility company or authority providing same.

6.2 Personal Property and Business Taxes. Tenant shall pay before delinquent, all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises.

ARTICLE VII
IMPROVEMENTS AND ALTERATIONS

7.1 Premises is As-Is. Landlord and Tenant agree that the Premises shall be taken in an as-is condition.

7.2 Tenant's Alterations. Tenant shall not make any alteration, addition or improvement of a permanent nature to the Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such alteration, addition or improvement made by Tenant after such consent shall have been obtained shall be made only by those contractors and subcontractors approved by Landlord. Such work shall be performed strictly in accordance with all applicable building codes, governmental regulations and pursuant to validly issued permits required for such work. All improvements shall be expenses borne by the Tenant.

7.3 Mechanic's Liens. Tenant shall not permit any mechanics' lien to be filed against the fee of the Premises or against the Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Premises through or under the Tenant, whether prior or subsequent to the commencement of the Term hereof. If any such mechanics' lien shall at any time be filed against the Premises and Tenant shall fail to remove same within thirty (30) days thereafter, it shall constitute a default under the provisions of this Lease.

ARTICLE VIII
INSURANCE AND LIABILITY

8.1 Tenant's Insurance. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain comprehensive general liability insurance including contractual liability coverage against claims for injury, wrongful death or property damage occurring upon, in or about the Premises, with companies and in form acceptable to Landlord, with single limit coverage of not less than Two Million Dollars (\$2,000,000.00). In such policy or policies, Landlord shall be named as an additional insured, as its interest may appear and said policies shall contain a waiver of subrogation clause. Tenant shall be solely responsible for obtaining any fire, flood, or extended coverage insurance for trade fixtures, personal property and improvements of Tenant which may be located within the Premises and for all goods, commodities and material stored by Tenant in or about the Premises. Tenant shall also carry and maintain worker's compensation or employer's liability insurance in at least the minimum amounts required by law.

8.2 Mutual Waiver of Subrogation. Landlord and Tenant hereby waive the rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents arising from any risk insured against by Landlord or Tenant; and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. The release set forth in this paragraph shall apply only to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause or otherwise provide that this release shall not affect the right of the insured to recover under such policies.

8.4 Liability

(1) Tenant Indemnity. Intentionally Deleted

(2) Landlord Indemnity. Intentionally Deleted

ARTICLE IX
CASUALTY

9.1 Damage or Destruction. If the Premises shall be partially damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same (exclusive of Tenant's trade fixtures, decorations, signs and contents) substantially to the condition thereof immediately prior to such damage or destruction; limited, however, to the extent of the insurance proceeds received by Landlord. If by reason of such occurrence, (a) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance; or (b) the Premises is damaged in whole or in part during the last twelve (12) months of the Term; or (c) the Premises is damaged or the Shopping Center is damaged (whether or not the Premises is damaged) to an extent of 50% or more of the then replacement value thereof; or (d) the Shopping Center is damaged (whether or not the Premises is damaged) to such an extent that the Shopping Center cannot, in the judgment of either party, be operated as an integral unit during the repair or restoration of said damaged areas, then, upon the occurrence of any of such events, either party may elect either to have Landlord repair the damage as aforesaid, or cancel this Lease by written notice of cancellation given to or by Tenant within thirty (30) days after the date of such occurrence, and thereupon this Lease shall cease and terminate as though the date of the notice were the date herein fixed for the expiration of the Term hereof. In addition to the foregoing, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering a written notice of termination to Tenant within fifteen (15) days after such requirement is made by such holder. Upon the termination of this Lease as aforesaid, Tenant's liability for the Rent Payments hereunder shall cease as of the date of the casualty. Unless this Lease is terminated by either party as aforesaid, this Lease shall remain in full force and effect. If the casualty renders the Premises untenable in whole or in part, a proportionate abatement of the Rent Payments shall be allowed from the date when the damage occurred until the date when the Premises are made tenable or until the effective date of termination as herein provided, said abatement to be computed on the basis of the relation which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Premises. In no event shall the Landlord be required to restore any alterations, additions or improvements made by or for the Tenant and not required by this Lease to be furnished by Landlord, nor any trade fixtures, furniture, equipment or other property belonging to Tenant.

9.2 Major Destruction. Notwithstanding anything contained herein to the contrary, in the event the Premises are damaged by fire or other casualty so that the Premises cannot be restored within one hundred eighty (180) days after the commencement of the restoration work, then, in such event, Landlord and Tenant shall each have the option to terminate this Lease by delivering a written notice to the other within thirty (30) days of the occurrence of such damage or destruction. If Landlord and Tenant cannot agree on the number of days it will take to restore said Premises, the fact shall be determined by an architect mutually selected by Landlord and Tenant.

ARTICLE X
CONDEMNATION

10.1 Condemnation. In the event the Premises or any part thereof be taken in an eminent domain proceeding the following provisions shall be controlling:

(1) If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the Term shall cease and terminate from the date of

title vesting in such condemning authority and Tenant shall have no claim against Landlord for the value of any unexpired term of said Lease.

(2) If any part of the Premises shall be condemned and such partial condemnation shall render the Premises unsuitable for the business of Tenant, at Tenant's sole discretion, then and in such event Tenant shall have the right to terminate this Lease by delivering a written notice of cancellation to Landlord, whereupon this Lease shall cease and terminate as of that date which is thirty (30) days after the date Landlord shall have received said notice of cancellation, and Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease.

(3) In the event (a) any part of the Premises shall be condemned during the last year of the Term; or (b) a part of the Premises is condemned and the cost of restoring the Premises will exceed the proceeds of any condemnation award received by Landlord; or (c) any portion of the common areas or any portion of the Shopping Center is condemned (whether or not any portion of the Premises is condemned) to such an extent that the project cannot, in the judgment of Landlord, be operated as an integral unit during or following the repair or restoration work to the Shopping Center or common areas; or (d) the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the condemnation proceeds be applied toward such indebtedness, then, in any of such events, Landlord may elect to cancel this Lease by written notice of cancellation given to Tenant, whereupon this Lease shall cease and terminate as of that date which is thirty (30) days following the date upon which Tenant shall receive said notice of cancellation.

(4) In the event of a partial taking or conveyance which does not give rise to a termination of the Lease pursuant to this subparagraph, then Landlord shall promptly restore the Premises, to the extent of condemnation proceeds available for such purpose, to a condition comparable to the condition at the time of such condemnation, less the portion lost in the taking and this Lease shall continue in full force and effect. In such event, the Rent Payments shall be reduced in the same proportion that the floor area of the Premises so taken or conveyed bears to the floor area of the Premises immediately prior to such taking or conveyance, such reduction commencing as of the date Tenant is required to surrender possession of such portion. For purposes of determining the amount of funds available for restoration of the Premises from the condemnation award, said amount shall be deemed to be that part of the award which remains after payment of all reasonable expenses incurred in recovering same and any amounts due to any mortgagee

(5) In the event of any condemnation or taking as hereinbefore provided, either whole or partial, Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof; except that Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in such condemnation proceedings because of the taking of its trade fixtures and for relocation expenses. It is understood that in the event of the termination of this Lease as aforesaid, neither Landlord nor Tenant shall have any claim against the other for the value of any unexpired term of this Lease and Tenant shall have no right or claim to any part of the award on account hereof.

ARTICLE XI COMPLIANCE WITH LAWS

11.1 Code Compliance. Intentionally Deleted

11.2 Environmental Covenants. Intentionally Deleted

11.3 Bankruptcy. If a petition is filed by or against Tenant for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Tenant (including for purposes of this section Tenant's successor in bankruptcy, whether a trustee or Tenant as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease on the terms acceptable to Tenant, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under this Lease, shall be given to Landlord by Tenant no later than twenty (20) days after Tenant has made or received such offer, but in no event later than ten (10) days prior to the date on which Tenant applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. Landlord shall have the prior right and option, to be exercised by notice to Tenant given at any time prior to the date on which the court order authorizing such assignment becomes final and non-appealable to take an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commission which may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, Landlord: (i) may require from the assignee a deposit or other security for the performance of its obligations under this Lease in an amount substantially the same as would have been required by Landlord upon the initial leasing to a Tenant similar to the assignee; and (ii) shall be entitled to receive as additional rent, any amounts received by Tenant in connection with such assignment. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or documentation to have assumed all of the Tenant's obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of Landlord's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, or to regain possession of the Premises if this Lease has neither been assumed nor rejected within sixty (60) days after the date of the order for relief. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord, under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

ARTICLE XII LIENS

12.1 Liens. If the Premises or Tenant's leasehold interest therein shall at any time during the Term become subject to any mechanic's, laborer's or materialmen's lien based upon the furnishing of material or labor to Tenant on the Premises, Tenant shall cause the same, at Tenant's expense, to be discharged within thirty (30) days after notice thereof, unless the lien is then being litigated in good faith by Tenant, in which event Tenant shall indemnify and hold Landlord harmless from and against any such lien and shall secure Landlord to Landlord's satisfaction. Tenant shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Premises or Landlord's ownership interest in the Premises.

ARTICLE XIII ASSIGNMENT & CONTINUITY

13.1 Assignment. Tenant shall not have the right to assign this lease to any entity that is or not owned by the Tenant at any time without Landlord approval. Any other attempted transfer, assignment, subletting, license agreement, change of ownership or hypothecation without Landlord's written consent, shall be void and confer no rights upon any third party. At least thirty (30) but no more than one hundred twenty

(120) days prior to the date on which Tenant desires any proposed assignment or sublease to be effective (the "Transfer Date") Tenant must submit a copy of the proposed sublease or assignment to Landlord for its approval, together with the following documents: (a) a detailed description of the portion of the Premises proposed to be sublet (which must be a single, self-contained unit (the "Space")); (b) a complete financial statement of the subtenant or assignee with an authorization to verify the same; (c) a declaration by the subtenant or assignee as to the type of business to be carried out and the number of employees to occupy the Space; (d) proof of payment of all leasing commissions, if applicable; and (e) executed lease estoppel certificates from Tenant and the proposed subtenant or assignee on a form provided by Landlord. Landlord shall not be required to approve any assignment or sublease to a person or entity who or which may create parking, traffic, noise or other problems within the Shopping Center, or is inconsistent with the image of the Shopping Center. If this Lease or any interest of Tenant herein shall be assigned, or if the whole or any part of the Premises shall be sublet, after having obtained Landlord's prior written consent thereto, Tenant of Tenant's obligations under this Lease, shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant, and Tenant shall not thereby be released in any manner. Landlord's interest in this Lease may be assigned by Landlord in connection with the sale or other conveyance of the Shopping Center and, upon such assignment, the obligations of Landlord hereunder shall become obligations solely of such assignee. Notwithstanding anything to the contrary herein, Tenant may assign, transfer, or sublet the Lease to an entity with the same underlying ownership as Tenant, without Landlord's consent.

ARTICLE XIV DEFAULT AND TERMINATION

14.1 Default. The following events shall be deemed to be events of default under this Lease: (a) if, more than three times during the Term, Tenant shall fail to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as the same shall become due and payable and shall not cure such failure within thirty (30) days after written notice thereof to Tenant (it being understood, however, that after Tenant has been delinquent in the payment of the Rent Payment on more than three occasions during the Term, Landlord shall no longer be required to provide Tenant with written notice of such default and a 30-day period within which to cure such default and Tenant shall be deemed to be in default of its obligations under this clause upon Tenant's failure to make any Rent Payment as and when due); (b) if Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the Rent Payment, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant (or, if any default is of a nature which requires more than 30 days to cure, if Tenant fails to commence such cure within 30 days after written notice of default and thereafter fails to diligently prosecute such cure to a completion within 90 days after written notice of default); (c) if either party shall become insolvent or shall make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its creditors of Tenant's assets or Tenant's interest in this Lease; (d) if a receiver or trustee shall be appointed for all or substantially all of the assets of either party; (e) if either party breaches any of the terms and conditions of the Lease and fails to cure such breach within thirty (30) days written notice by the non-breaching party.

14.2 Remedies of Landlord. Upon the occurrence of any such event of default:

(1) Landlord may terminate this Lease, in which event Landlord may immediately repossess the Premises and be entitled to recover direct costs incurred by Landlord as a result of Tenant's default, not to exceed the amount of one year of Base Rent. Tenant shall thereupon surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and hereby grants to Landlord the full right to enter into and upon the Premises in such event with or without process of law and repossess the Premises and to expel or remove Tenant and any others who may be occupying the Premises and to

remove any and all property therefrom, without such entry constituting a trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to collect any rent that may be or become due, or any other right to which Landlord may be entitled under this Lease or by operation of law.

(2) No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Landlord shall have a duty to mitigate damages arising from Tenant's default under this Lease.

14.3 Remedies of Tenant. Upon the occurrence of a default by Landlord, Tenant shall have the option to either (i) cure Landlord's default and withhold Tenant's costs incurred in doing so from the Rent Payments, or (ii) terminate this Lease by providing thirty (30) days written notice to Landlord, in which case Tenant's obligations under this Lease, including the obligation to pay Rent Payments, shall cease upon the date of Tenant's notice.

ARTICLE XIV SUBORDINATION

15.1 Subordination. This Lease shall be subject to and subordinate to the lien of any mortgage or deed of trust which now constitutes a lien on the fee of the Premises and to any agreements at any time made by Landlord, modifying, supplementing, extending, or renewing any such mortgage or deed of trust. Prior to the Commencement Date of the Lease, Landlord shall use all reasonable efforts to deliver to Tenant a "Non-Disturbance Agreement" (as described below) from the holder of the lien of any mortgage or deed of trust which now constitutes a lien on the fee of the Premises. Further, Tenant agrees that upon the delivery to it by any future holder (a "Mortgagee") of any mortgage, deed of trust or other security instrument on the Premises or the Shopping Center (a "Mortgage") of a "Non-Disturbance Agreement" as described below, executed by a Mortgagee, that this Lease and Tenant's interest in this Lease shall be subordinated to such Mortgage hereafter encumbering the Premises, the land underlying the Premises and/or the Shopping Centers and to all renewals, modifications, replacements, consolidations, and extensions thereof. Tenant further agrees that in such event, it will execute and deliver the Non-Disturbance Agreement to Mortgagee. The "Non-Disturbance Agreement" referred to above, shall mean a subordination, non-disturbance and attornment agreement between Mortgagee and the Tenant in which Tenant attorns to, and subordinates its interest in this Lease, to the Mortgagee and its successors and assigns and which provides that in the event the Mortgagee, or its successor and assigns, or any purchaser at foreclosure (a "Successor") acquires title to the Premises, the land underlying the Premises and/or the Shopping Center pursuant to a foreclosure or other action or taking under any such Mortgage, that this Lease and the rights of Tenant hereunder shall continue in full force and effect so long as Tenant shall not be in default hereunder, and that the rights of Tenant under this Lease shall not be disturbed, diminished or interfered, except to the following extent: (i) the Successor shall not be liable for any act or omission of a prior landlord (including Landlord), (ii) the Successor shall not be subject to any offset or defenses which Tenant may have against any prior landlord (including Landlord), (iii) the Successor shall not be bound by any Base Rent Payment which Tenant might have paid more than one month in advance of the date due under the Lease to any prior landlord (including Landlord) for any period beyond the month in which the foreclosure or other action by Mortgagee occurs, and (iv) the Successor shall not be bound by any agreement or modification of the Lease obtained without the consent of the Successor.

15.2 Attornment. If any Mortgage is foreclosed for any reason and the Successor succeeds to the interest of Landlord under this Lease, Tenant shall be bound to such Successor under all the terms of this Lease

for the balance of the Term hereof remaining, with the same force and effect as if this Lease had been re-executed by Tenant and the Successor upon said foreclosure; and Tenant hereby attorns to the Successor as its landlord. Such attornment shall be effective and self-operative, without the execution of any further instrument, immediately upon the Successor succeeding to the interest of Landlord under this Lease. At the request of the Successor, Tenant shall enter into a new lease with the Successor containing identical terms of this Lease.

ARTICLE XVI SIGNS

16.1 Signs. No signs, advertisements or notices shall be placed by Tenant on the outside of the Shopping Center without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall submit written signage proposals to Landlord. No sign, fixture, advertisement or notice shall be displayed, inscribed, painted or fixed by Tenant on any part of the inside of the Shopping Center or Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

ARTICLE XVII QUIET ENJOYMENT AND SURRENDER AND HOLDING OVER

17.1 Quiet Enjoyment. So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall peaceably and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord, subject, however, to the terms of this Lease. This Lease is subject to all present conditions, restrictions and easements of record, to future conditions, restrictions and easements of record (to the extent such do not materially adversely affect Tenant's quiet enjoyment and use of the Premises), to present and future encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Tenant's rights under this Lease shall continue in the event of any sale or transfer to a new landlord and such new landlord will be subject to the terms of this Lease, except as set forth in 8.3(2).

17.2 Surrender and Holding Over. Upon the expiration of the Term, or upon an earlier termination of this Lease, Tenant shall surrender up peaceable possession of the Premises in the same condition as the Premises are in at the commencement of this Lease (but prior to the installation by Tenant of all items which Tenant is required to remove hereunder), reasonable wear and tear and casualty excepted. The Premises shall in all events be surrendered in an environmentally safe and clean condition. In the event that Tenant or any party holding under Tenant shall remain in possession of the Premises beyond the expiration of the Term or Extension Period, whether by limitation or forfeiture, such party's sole liability shall be to pay 1.5 times the Base Rent during holdover period.

Prior to termination of this Lease, or any extension thereof, if Tenant is not in default of any obligation or covenant under this Lease, Tenant may remove its inventory and equipment from the Premises and shall promptly repair any damage caused by such removal. In addition, approximately sixty (60) days prior to the termination of this Lease, Landlord shall inspect the Premises in the presence of Tenant for the purpose of identifying all fixtures and improvements made by, or at the direction of, Tenant which Landlord shall require be removed prior to the termination of the Lease (the "Designated Items"). The Designated Items may include, by illustration and not limitation, trade fixtures, and computer or telephone equipment and cable. Prior to the termination of the Lease, Tenant shall be required to remove all Designated Items. The obligations of Tenant under this Section shall survive the termination of this Lease.

ARTICLE XVIII

NOTICES

18.1 Notices. Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served (i) when received if personally delivered or delivered by nationally recognized overnight courier service or (ii) three (3) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, postage prepaid. All notices shall be addressed as set forth in paragraph 20.1 of the Lease Cover Page. The addresses may be changed from time to time by either party by serving notice to the other party in the manner above provided.

Tenant Mailing Address:

Landlord's Mailing Address:

280 Chestnut Street, Newark, NJ 07105, Attn: Morris Shasho

ARTICLE XIX ESTOPPEL CERTIFICATES

19.1 Estoppel Certificates. Within fifteen (15) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (e) such other matters requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Shopping Center or any interest therein. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in Landlord's performance; and (c) that not more than one (1) month's rental has been paid in advance.

ARTICLE XX MISCELLANEOUS PROVISIONS

20.1 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20.2 Attorneys' Fees. In the event that either Landlord or Tenant should bring suit under the terms of this Lease, and said movant shall prevail in any such suit, then the other party agrees to pay the prevailing party for all costs, expenses and reasonable attorneys' fees which may have been incurred in connection therewith.

20.3 Waiver of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, WHETHER ARISING IN TORT, CONTRACT, UNDER ANY STATUTE, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS UNDER THIS SECTION 21.3 IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING

WITHOUT LIMITATION, THE NEGLIGENCE OR STRICT LIABILITY OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE.

20.4 Brokers. Landlord and Tenant represents and warrants that no brokers were involved in this transaction and that there are no claims for brokerage commissions or finder's fees.

20.5 Rules. Landlord shall have the right, from time to time, to make, establish or promulgate reasonable rules and regulations with regard to the Premises and the common areas serving the Premises, provided such rules and regulations are not inconsistent with the terms of this Lease, and Tenant hereby covenants that it will observe, keep, and comply with such rules and regulations promulgated by Landlord.

20.6 Assignment by Landlord. The term "Landlord" as used in this Lease means only the owner at the time of the execution of this Lease, so that in the event of any sale of the Premises, the seller, transferor, or assignor shall be entirely relieved of all further obligations of Landlord herein occurring after the sale or transfer.

20.7 Sole Agreement/Execution. This Lease contains the entire agreement between the parties hereto and no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by Landlord and Tenant. This Lease

20.8 Michigan Law Governs. The law of the State of Michigan shall govern the performance and enforcement of this Lease.

20.9 Time of Essence. Time shall be of the essence in the performance of every term, covenant, and condition of this Lease.

20.10 Captions. The paragraph captions are inserted for convenience of reference and are in no way to be construed as a part of this Lease or as a limitation on the scope of the paragraph to which they refer.

20.11 Benefit. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. The Guarantee and liability of Tenant hereunder shall be joint and severe with Tenant Michael Mercure and the company America's Wholesale Outlet LLC.


20.12 Authority. Tenant, in the event that it is not an individual, hereby covenants and warrants that the person executing this Lease on behalf of Tenant is duly authorized by Tenant to sign and execute this Lease on its behalf, and this Lease is a valid and binding obligation of Tenant, enforceable in accordance with its terms.

20.13 Counterparts and Electronic Signatures. This Lease may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Landlord and Tenant agree that this Lease, any addendum thereto or any other document necessary for the consummation of the transaction contemplated by this Lease may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted,

executed or agreed to in conformity with such laws will be binding on both Landlord and Tenant the same as if it were physically executed and the parties agree that this lease is valid with facsimile or electronic signatures.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease to be effective as of the day and date first above written.

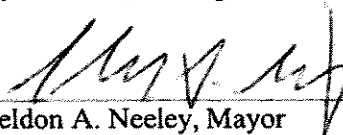
"LANDLORD"
Hallwood Plaza LLC



Morris Shasho

Date: 11-01-2023

"TENANT"
City Of Flint, Michigan



Sheldon A. Neeley, Mayor

Date: 11/20/23

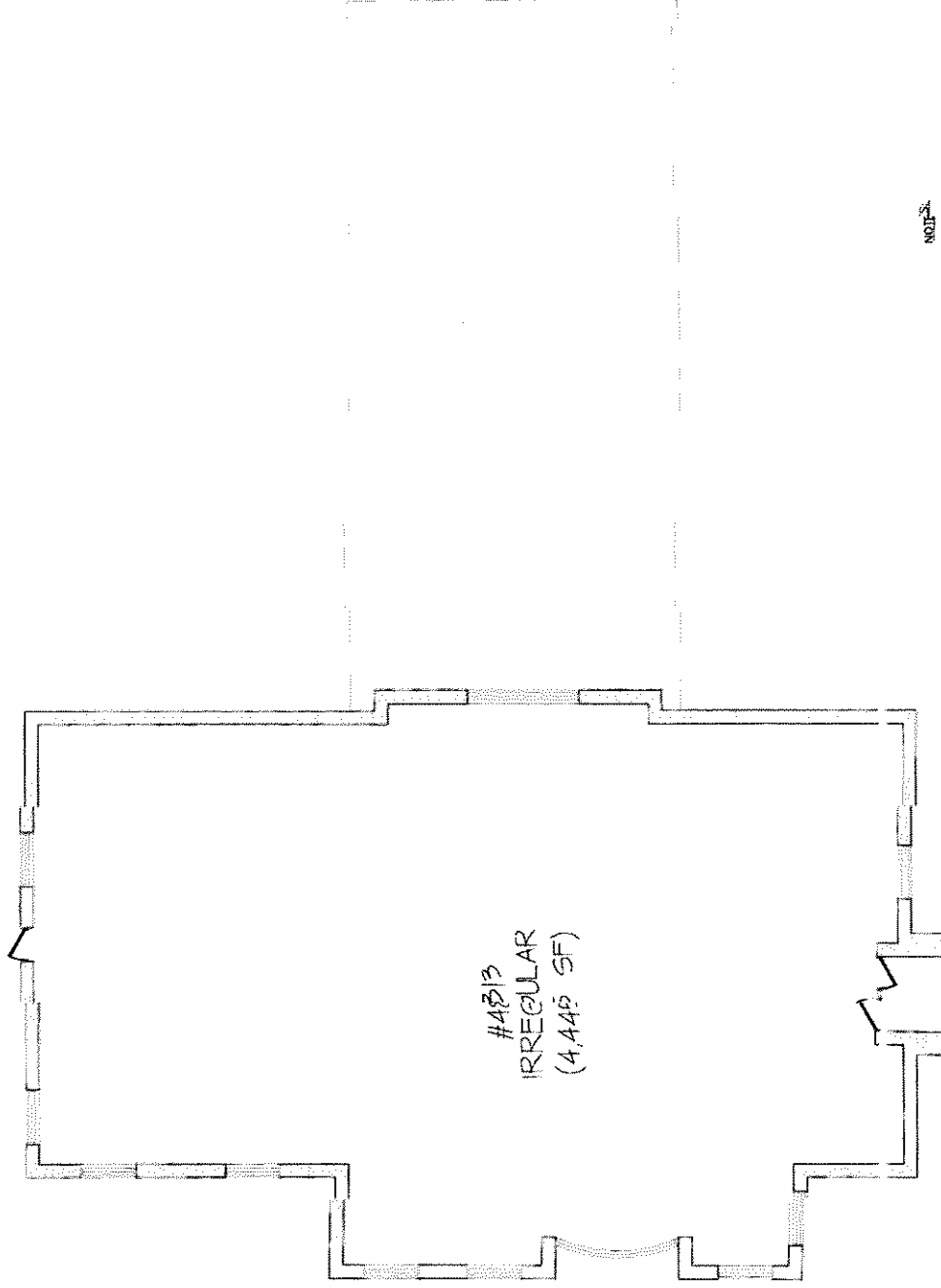
Approved as to Form:



William Y. Kim, City Attorney

HALLWOOD COMMONS

4813 CLIO ROAD



#4813
IRREGULAR
(4,445 SF)

Front of Building

NORTH → FIRST FLOOR PLAN
REV. 12.19.2021

- NOTES:
1. TENANT SPACE AREA CALCULATIONS WHERE EXISTING EXTERIOR WALLS ARE PRESENT, DIMENSIONS ARE MEASURED TO THE CENTER OF EXTERIOR WALLS.
 2. INTERIOR TENANT SPACE WHERE AREA AND DEPTH DIMENSIONS ARE APPROXIMATE, DIMENSIONS FOR EXTERIOR WALLS AND DEPTH DIMENSIONS, EACH TENANT SPACE SHOULD BE REVIEWED BY A QUALIFIED PROFESSIONAL.
 3. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE TRUE NORTH, BUT IS SUBSTANTIALLY NORTH AS SUCH IS CALLED NORTH AND IS NOT INTENDED FOR NAVIGATIONAL PURPOSES.
 4. UNIT SIZES & AREA ARE APPROXIMATE.



JMC MANAGEMENT, LLC.
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

AMENDMENT TO COMMERCIAL LEASE

THIS AMENDMENT TO COMMERCIAL LEASE (this “Amendment”) is made this ____ day of _____, 2024, to be effective January 1, 2025 (the “Effective Date”) by and between **Hallwood Plaza LLC**, a Michigan limited liability company, having an address of 280 Chestnut Street, Newark, NJ 07105 (“Landlord”) and **City of Flint** (“Tenant”).

WHEREAS, Landlord and Tenant entered into a Lease dated December 1, 2023 (the “Lease”), for premises in the Shopping Center located at 4813 Clio Road, Flint, Michigan 48504 (the “Premises”); and

WHEREAS, the parties hereto have agreed to amend the Lease to modify the Term, the Base Rent and Lessee’s share of Operating Expenses as herein set forth.

NOW, THEREFORE, WITNESSETH, intending to be legally bound hereby, and in consideration of the promises and mutual covenants herein contained the parties do hereby agree as follows:

1. Term. The Term shall be extended for a period of five (5) years, commencing the Effective Date and ending December 31, 2029.

2. Base Rent. Commencing the Effective Date and continuing to the end of the Term, the monthly Base Rent payable by Tenant shall be Five Thousand Dollars (\$5,000.00).

3. Tenant’s Share of Operating Expenses. Section 3.2 of the Lease shall be amended to provide that Tenant’s 2025 share of Operating Expenses, as a flat monthly amount, shall be \$1111.25 (the “Operating Expenses”). The Operating Expenses shall be adjusted annually during the Term.

4. No Defaults. Each of Landlord and Tenant acknowledges and affirms that as of the date of this Amendment, neither Landlord nor Tenant, respectively, is in default under any of the terms, covenants, conditions or provisions of the Lease.

5. Authority. Tenant, in the event that it is not an individual, hereby covenants and warrants that the person executing this Amendment on behalf of Tenant is duly authorized by Tenant to sign and execute this Amendment on its behalf, and this Amendment is a valid and binding obligation of Tenant, enforceable in accordance with its terms

6. Counterparts and Execution. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

7. Except as specifically modified by this Amendment, all of the terms, covenants and conditions of the Lease shall remain in full force and effect and shall be binding on the parties hereto, their successors and assigns. Capitalized terms not herein defined shall have the meaning as set forth in the Lease. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have placed their hands as of the day and year first above written.

WITNESS:

LANDLORD:

Hallwood Plaza LLC

By _____

Name: Morris Shasho

Title: Managing Member

WITNESS:

TENANT:

City of Flint

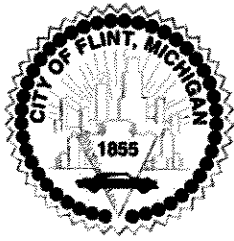
By: _____

Name: _____

Title: _____

Approved as to Form

By: _____



RESOLUTION NO.: 240451-T

PRESENTED: _____

ADOPTED: _____

PROPOSAL #25000501
BY THE CITY ADMINISTRATOR:

RESOLUTION TO SCENA ROOFING & SHEET METAL COMPANY, INC.
FOR CITY HALL WALKWAY REPAIR

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals on behalf of the Facilities Maintenance Division for City Hall Walkway repairs via P25000501. Schena Roofing and Sheet Metal Co., Inc. was the lowest responsive bidder out of (4) qualified solicitations.

WHEREAS, The Walkway on the exterior of city hall (first floor outside lobby connecting to the Police Department) is in major disrepair. This project will include the replacement of the roofing system, flashings, and any necessary materials needed to make the walkway safe, sound and usable again.

WHEREAS, City Council adopted Resolution #230149 on May 22, 2023, authorizing the allocation of \$500,000.00 in ARPA funding for various efforts for City Hall building improvements and environmental remediation. This walkway project will utilize remaining funds from this allocation.

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

Account Number	Account Name/ Grant Code	Amount
*287-230.200-801.000	PROFESSIONAL SERVICES/FUSDT-CSLFRF	\$309,586.00
	FY25 GRAND TOTAL	\$309,586.00

IT IS RESOLVED, The appropriate City Officials are hereby authorized to enter into a contract with Schena Roofing & Sheet Metal Co., Inc. for the City Hall Walkway repair project in a base bid amount of \$244,636.00 plus a \$50,000.00 contingency for any potential unforeseen issues for an overall total amount not to exceed \$309,586.00 for FY2025 (07/01/24-06/30/25). Before ARPA funds are distributed, The City of Flint ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act Fund (287).

APPROVED AS TO FORM:

Joseph Kuptz
Joseph Kuptz (Sep 24, 2024 10:41 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Sep 24, 2024 10:21 EDT)
Phillip Moore, Chief Financial Officer

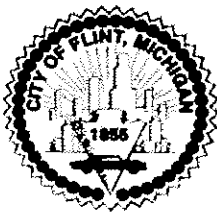
FOR THE CITY OF FLINT:

Clyde D Edwards / A0309
CLYDE D EDWARDS / A0309 (Sep 24, 2024 10:43 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

Revised September 3, 2024

TODAY'S DATE: September 23, 2024

BID/PROPOSAL# 25-501

AGENDA ITEM TITLE: Roof walkway replacement on the first floor of City Hall

PREPARED BY: Kathryn Neumann for Lee Osborne, Facilities Maintenance Operations Manager

VENDOR NAME: Schena Roofing & Sheet Metal

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Bids were solicited for repairing the roof walkway that is located outside the doors of the first floor of City Hall. It runs the length of the mayor's offices and Customer Service, all the way towards the Police Department. This rubber walkway has been leaking into the basement of City Hall, especially in the Human Resources Department. The total amount requested also covers contingency fees, since there is a potential to find hidden damage once the existing rubber membrane is pulled up.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
16	444-230.200-976.000		203,000	135,900	Emergency

This did not go to Council, it was an emergency purchase because there was the potential of a catastrophic roof collapse. The roof had been badly leaking for several years.

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

The benefits are that the leaking will stop in the Human Resources Department. They have endured several years of coming to work with the ceiling tiles fallen on the carpet, soaked and ruined paperwork and damage to electronic equipment.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

A resolution allocating ARPA funding for environmental remediation at City Hall was passed on 5/22/23, resolution #230149. The purpose was to mitigate hazardous environmental conditions such as mold at Flint City Hall.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Maint	Professional Services	287-230.200-801.000	FUSDT-CSLFRF	\$309,586.00
FY25 GRAND TOTAL				\$309,586.00

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 250009332

ACCOUNTING APPROVAL: Kathryn Neumann
Kathryn Neumann (Sep 23, 2024 11:29 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

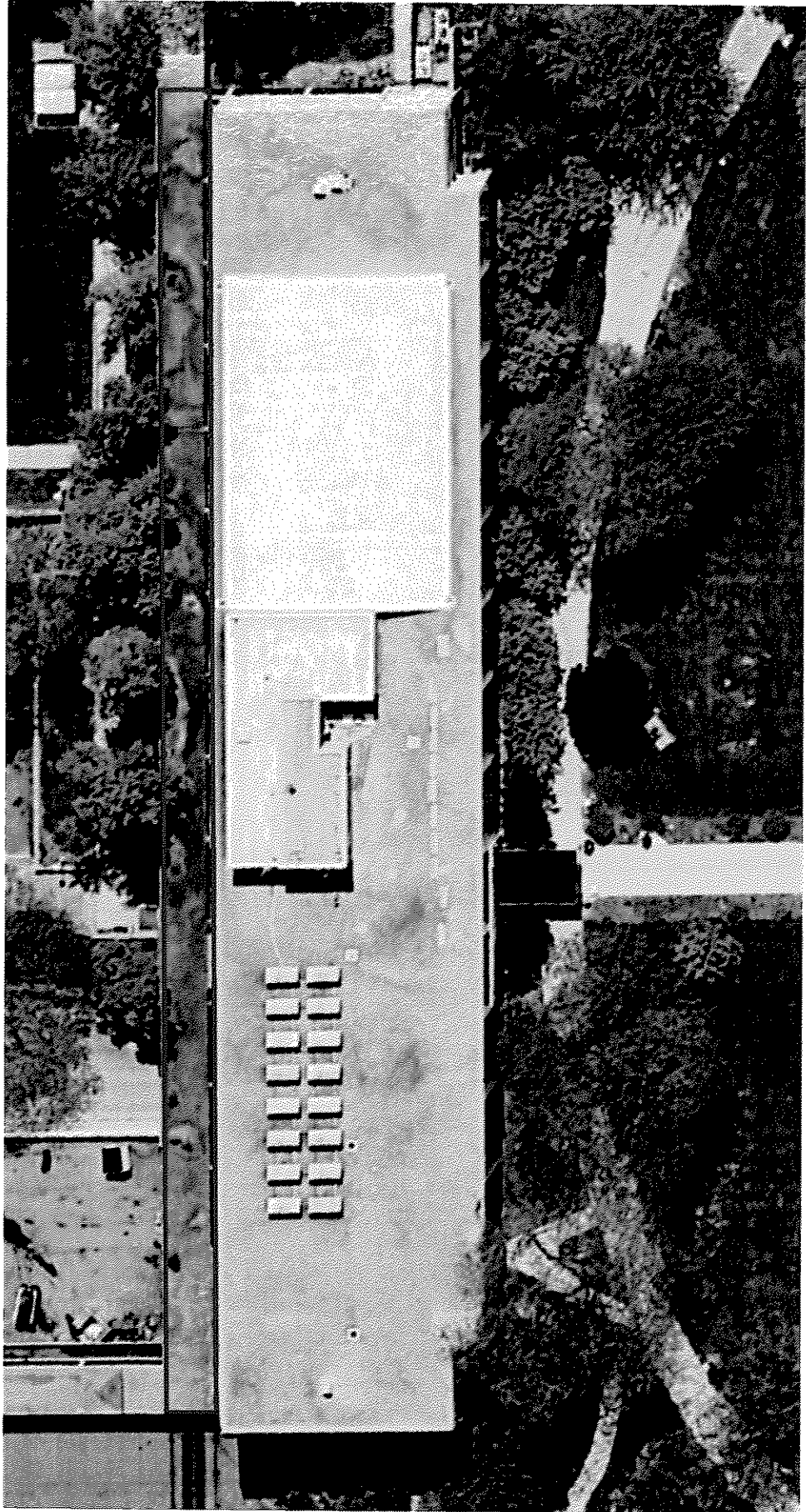
STAFF RECOMMENDATION: (PLEASE SELECT): **APPROVED** **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE: Lee Osborne
lee.osborne (Sep 23, 2024 11:48 EDT)

(Lee Osborne, Facilities Maintenance Operations Manager)

CITY OF FLINT

Overall Campus - Priority



THE GARLAND COMPANY INC
3000 EAST 91st STREET - CLEVELAND, OHIO 44196-2197
PHONE (800) 321-8336 / FAX (216) 641-0633



CITY HALL
1101 SACINAW ST
FLINT, MI 48602

DATE	JOB NUMBER	DWG BY	CHK BY

REVISION
HIGH PRIORITY
ROOF ASBESTOS

BID FORM B
City of Flint
Roof Repair – City Hall Walkway
P25000501

 **COPY**

To: City of Flint Department of Finance
Division of Purchases & Supplies
1101 Saginaw St
Flint, MI 48502
Bid Due Date: August 13, 2024 @ 11:00 AM EST

Sealed bids are to be submitted to the above address by the time and date listed above. Bids received after the Due Date and Time will not be considered.

Pursuant to notices given, the undersigned proposes to furnish all materials and labor necessary to complete the replacement as described below and in strict accordance to the plans and specifications dated 7-3-24. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bidding Proposal, I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

Base Bid: City Hall – Walkway Repair

The base bid shall include the removal and replacement of the existing roofing system in its entirety. New roof system is to consist of a redundant layer, SBS rubber modified and KEE roofing system per specifications provided. This shall include all necessary flashings, copings, pitch pockets, and necessary materials in accordance with the specifications, scope of work, and details provided in the bid documents. Work is to be completed by November 1st, 2024.

All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications.

Two Hundred Forty Four Thousand Six Hundred Thirty Six DOLLARS (\$ 244,636.00)

***Note: Important Info
5% Bid Bond
100% Performance Bond
Bid Compliance Form Completion Required

Extra work may be necessary other than required by the plans and specifications, extra work will be completed according to the written instructions of the Owner for the following unit prices:

Unit Cost Items: Repair to existing concrete – T & M _____ per sq. ft.
Unit Cost Items: Replace existing drain – 450.00 per sq. ft.
Unit Cost Items: Repair adjacent EPDM Section – 14,950.00 lump sum

Addenda Numbers #1 are hereby acknowledged

Respectfully Submitted,

SIGNATURE:



TITLE:

Estimator

BUSINESS NAME:

Schena Roofing & Sheet Metal Co., Inc

CONTRACTOR ADDRESS:

28299 Kehrig Dr. Chesterfield MI 48047 DATE: August 13, 2024

BID FORM - A

The owner has established a level of minimum performance for the contractor, primary roofing system components and manufacture involvement for this project. This minimum standard of quality has been established to protect the long-term interest of the City of Flint. Substandard performance or incomplete information for any of the following criteria will result in a non-compliant bid.

ROOF CONTRACTOR QUALIFICATION QUESTIONNAIRE

- | | | |
|----|--|---|
| 1. | 10+ YEARS OF COMMERCIAL ROOFING EXPERIENCE | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 2. | QTY. OF INSTALLATIONS WITH SPECIFIED SYSTEM (LAST 12 MONTHS) | <u>Greater than (3)</u> |
| 3. | (3) MUNICIPAL REFERENCES PROVIDED? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 4. | PREBID ATTENDENCE | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 5. | PROXIMITY TO PROJECT LOCATION (GREATER THAN 65 MILES?) | YES <input checked="" type="radio"/> NO |
| 6. | ALL SPECIFICATION CRITERIA MET OR EXCEEDED? | <input checked="" type="radio"/> YES <input type="radio"/> NO |

ROOFING SYSTEM AND MANUFACTURER QUALIFICATION FORM

- | | | |
|-----|---|---|
| 1. | PREBID ATTENDENCE | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 2. | PRIMARY ROOF SYSTEM MFG. PROPOSED | <u>Garland</u> |
| 3. | ROOFING SYSTEM MFG ISO 9002 CERTIFICATIONS | <u>Yes</u> |
| 4. | ROOFING SYSTEM MFG CURRENT RATIO OF ASSETS TO LIABILITIES | <u>5:1</u> |
| 5. | ROOFING SYSTEM MFG WARRANTY CLAIMS VS PERCENT OF SALES | <u><1 percent</u> |
| 6. | ROOFING SYSTEM MFG NUMBER OF YEARS IN BUSINESS | <u>125+</u> |
| 7. | ROOFING SYSEM MFG. NON PRO-RATED WARRANTY TERM | 20 25 <input checked="" type="radio"/> 30 |
| 8. | ROOFING SYSTEM MFG. INSPECTIONS & WRITTEN REPORTS INCL. | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 9. | REDUNDANT LAYER ROOFING SYSTEM | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 10. | ROOFING MEMBRANE MADE FROM RECYCLED MATERIALS | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 11. | TOTAL MEMBRANE ROOF SYSTEM MINIMUM THICKNESS IN MILS | <u>200+</u> MILS |



ATLANTIC SPECIALTY INSURANCE COMPANY

605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schena Roofing and Sheet Metal Company, Inc.
28299 Kehrig Drive
Chesterfield, MI 48047

OWNER:

(Name, legal status and address)

City of Flint
1101 Saginaw Street
Flint, MI 48502

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address and Project number, if any)

City of Flint Roof Repair-City Hall Walkway P25000501
Roof Replacement
Flint, MI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of August, 2024

Anthony J. Schena
(Witness)

Schena Roofing and Sheet Metal Company, Inc.
Paul Scavoli Principal (Seal)
(Title)

Anna Vander Hoff
(Witness)

Atlantic Specialty Insurance Company
Ashley Skelly (Surety)
Ashley Skelly, Attorney-In-Fact (Title), (Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint James D. Kapnick, Jerald J. Van Buren, Jr., Robert V. Weiland, Jason McLelland, Heidi Schluessler, Ashley Skelly, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012.

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

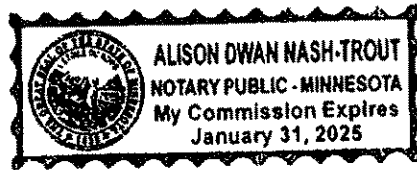
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of August 2024



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

COF Walkway Repair

Proposal #25000501

Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the period 7/1/24 – 6/30/25

Bidder #1: Royal Roofing Company, Inc
Orion, MI

Base Bid: \$303,900.00
Repair to existing concrete: \$95.00 per sq ft.
Replace existing drain: \$2,750.00 each
Repair adjacent EPDM Section: \$25,000.00 lump sum

Bidder #2: Lutz Roofing Company, Inc
Shelby Township, MI

Base Bid: \$610,000.00
Repair to existing concrete: T&M per sq ft.
Replace existing drain: T&M per sq ft.
Repair adjacent EPDM Section: \$22,500.00 lump sum

Bidder #3: Mid-Michigan Roofing, LLC
Saginaw, MI

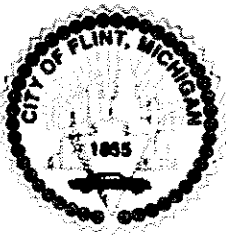
Base Bid: \$289,932.00
Repair to existing concrete: \$50.00 per sq ft.
Replace existing drain: 4,500 per sq ft.
Repair adjacent EPDM Section: \$32,486.00 lump sum

Bidder #4: Schena Roofing Sheet & Metal Co., Inc
Chesterfield, MI

Base Bid: \$244,636.00
Repair to existing concrete: T&M per sq ft.
Replace existing drain: \$450.00 each
Repair adjacent EPDM Section: \$14,950.00 lump sum

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



RESOLUTION NO.: 230149
PRESENTED: MAY 17 2023
ADOPTED: MAY 22 2023

**RESOLUTION ALLOCATING ARPA FUNDING FOR ENVIRONMENTAL
REMEDiation AT CITY HALL**


The Flint City Council adopted the ARPA Allocation Plan on October 22, 2022 (agenda resolution #220464.1); and

There is an urgent need to investigate and potentially mitigate hazardous environmental conditions such as mold within Flint City Hall. The Administration is requesting that \$500,000.00 be allocated for the purpose of building improvements to address these health and safety concerns.

Prior to any funds being expended, all procurement will follow the City's purchasing ordinance and requests for proposals will be solicited for building improvements; and

IT IS RESOLVED, that the appropriate officials are hereby authorized to appropriate up to \$500,000.00 from the ARPA Contingency allocation, as set forth in the ARPA Allocation Plan referenced above. Before funds are distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of the Treasury final rules. Funds will be paid from the American Rescue Plan Act fund (287).

APPROVED AS TO FORM:


William Kim (May 15, 2023 14:24 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (May 15, 2023 14:15 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (May 15, 2023 15:34 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



240452-T



RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

RESOLUTION TO SPEND ARPA FUNDING TO PURCHASE FIRE AND LIFE SAFETY AND RESCUE EQUIPMENT FOR THE FLINT FIRE DEPARTMENT

BY THE CITY ADMINISTRATOR:

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

WHEREAS, City Administration recommends reallocating \$711,570.30 of ARPA funds, previously obligated for revenue replacement, to the Flint Fire Department to purchase various fire and life safety and rescue equipment, including but not limited to water rescue equipment, operating and emergency response equipment, generators, etc.

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

Account Number & Grant Code	Account Name	Amount
101-337.701-977.000	Fire Equipment-ARPA	\$711,570.30

IT IS RESOLVED, that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate from the funding source account# 101-287.000-963.000 in the amount of \$711,570.30 to the Flint Fire Department to purchase various Fire and Life Safety and Rescue Equipment. 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.

BE IT FURTHER RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of various Fire and Life Safety and Rescue Equipment in an amount not-to-exceed \$711,570.30.

FOR THE CITY:

Clyde D. Edwards / A0318
Clyde D. Edwards / A0318 (Oct 3, 2024 10:12 EDT)

Clyde D. Edwards, City Administrator

FOR THE CITY COUNCIL:

APPROVED AS TO FORM:

J. Kuptz
Joseph Kuptz (Oct 2, 2024 16:44 EDT)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 3, 2024 08:35 EDT)

Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 30, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Equipment for Fire Operations

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: Municipal Emergency Services (MES)

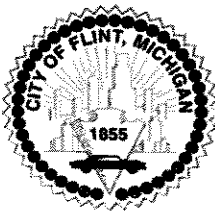
Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department is requesting to use ARPA funding to purchase much needed equipment that is used in fire operations. Equipment to be purchased are as follows:

1. Self-contained breathing apparatus (SCBAs), cylinders and RIT-Paks. SCBAs are devices worn to provide breathable air in environments with oxygen deficiency, smoke and other hazardous environments that is dangerous to breathe. The SCBA cylinder is a compressed air tank that provides breathing air to the firefighter through a hose and valve. An RIT-Pak (Rapid Intervention Team) is a portable emergency air supply system for firefighters in distress. The RIT is assigned to a fire team to rescue a firefighter if needed.
2. Air Compressor System (Cascade System) used to refill the SCBA bottles. Our current system is over 20 years old and when the system is in need of repair, there are long wait times due to difficulty locating older parts. Having an outdated system violates National Fire Protection Association (NFPA) guidelines.
3. Large Intake Ball Valves (Jaffreys) allow for versatility in establishing water supply, ease and speed of deployment to get water to a fire scene. It provides for maximum flow performance.
4. Water Rescue Equipment to be replaced due to our current boat being heavy and outdated. The terrains of the Flint River and lakes are different, and the Flint Fire Department can respond quicker with newer water rescue equipment to save and rescue lives.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2023	287-337.701-977.100	\$11,340.00	\$11,340.00	\$10,684.24	230170



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

2023	287-337.701-977.100	\$14,340.00	\$14,340.00	\$14,340.00	230171
2023	287-337.701-977.100	\$18,000.00	\$18,000.00	13,025.95	230172
2023	287-337.701-977.100	\$44,749.70	\$44,749.70	\$44,347.80	230173
2024	101-000.000-389.287	\$200,000.00	\$200,000.00	\$200,000.00	240304

The Flint Fire Department is requesting approval of a purchase order to Municipal Emergency Services (MES) Sourcewell Contract #010424-MES and #020124-MES, in the amount of \$520,372.00 to purchase much needed equipment to be used in fire operations.

Municipal Emergency Services (MES), a reliable vendor used over many years by the Flint Fire Department, offers a range of quality equipment to meet the needs of the Flint Fire Department.

Municipal Emergency Services is headquartered in Sandy Hook, CT, and employs a team of over 500 dedicated employees to serve communities throughout the United States. MES was established in the year 2001 and has quickly grown to be the largest supplier of Scott Air-Paks, Fire-Dex, Seek Thermal Imagers, Hurst Jaws of Life, Matex Hose, 5.11 Tactical and Akron Brass to first responders in North America. With over 180 sales representatives, 110+ mobile service technicians, and 18 in-house service centers strategically located locally around the United States they can assure that customers are purchasing quality name brand equipment that remains functioning to the appropriate NFPA and manufacturer's specifications throughout the life of the product.

MES sales representatives have over 1,300+ years of combined experience in first responder service and 8,000+ hours of certified training which adds up to better product knowledge, service, and training for their customers. MES supplies equipment for Firefighting, Law Enforcement, Hazmat, Confined Space, Urban Search and Rescue, and Emergency Medical Services to Municipal, Volunteer and Federal government sectors. MES is built on three distinct business platforms giving first responders the opportunity to fulfill their equipment needs through their 290+ strong first responder focused sales and service team, an extensive online store or through our Federal Government division which caters to the specific needs of military and federal agency first responders. (source: mesfire.com)

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

The benefit is to provide safety protection to our fire suppression personnel as they perform the duties of their jobs as firefighters, EMTs and Medical First Responders. Having updated equipment gives peace of mind to firefighters to efficiently and successfully perform their job and keep the community safe while performing life and safety rescues.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

This is an ARPA related Expenditure. This Expenditure will be considered "reviewed by E&Y Firm" after Flint City Council approves, and a Resolution Number is assigned to use ARPA funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	FIRE EQUIPMENT-ARPA	101-337.701-977.000		\$520,372.00
FY25 GRAND TOTAL				\$520,372.00

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: _____

ACCOUNTING APPROVAL: Karen Shim Date: 9/30/2024

ACCOUNTING APPROVAL: _____ Date: _____

Chay Linseman, Finance Department

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____

Theron S. Wiggins, Fire Chief



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 30, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Generators for Fire Stations 3, 5, 6 and 8

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: Cummins Sales and Service

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department is requesting to use ARPA funding to purchase generators for Fire Stations 3, 5, 6 and 8. Presently, these fire stations are without generators. The selected vendor will be Cummins Sales and Service.

Cummins Sales and Service, Sourcewell Contract 092222-CMM, provided contract pricing at a reasonable cost for four generators at 45kW, 60Hz, Standby, Natural Gas/Propane Genset and U.S. EPA, Stationary Emergency Application, Listing – UL2200, NFPA (National Fire Protection) 110.

Cummins Sales and Service has a Mission of why they exist “Making people’s lives better by powering a more prosperous world”. Their Vision is “Innovating for our customers to power their success” and have values that include “Integrity, Diversity and Inclusion, Caring, Excellence and Teamwork”.

Cummins is a reputable vendor with many locations and distribution service centers throughout the United States and Canada. They offer integrated and reliable power systems used in critical applications globally. Whether for data centers, on rugged job sites such as oil and gas fields, or as backup power for our homes, Cummins technologies are trusted around the corner and around the world and are engineering the next generation of power. (Source: cummins.com)

Cummins was established on February 3, 1919, in Columbus Indiana. Clessie Lyle Cummins built his first steam engine at the age of 11 in rural Indiana. Passionate about engines, he left his family’s farm as a young man and began working as a mechanic to support himself.

In 1911, Ray Harroun, a race car driver who learned of Cummins’ reputation, asked him to join his pit crew for a local auto race. Cummins made some suggestions to help improve speed, and that car won the first-ever Indianapolis 500.

In 1919, with backing from banker William G. Irwin, Cummins founded Cummins Engine Co. in Columbus. Together, the two men built a company that was one of the first to take advantage of the groundbreaking technology developed by German engineer Rudolf Diesel in the late 1800s. Within three years, the company had earned its first profit; in three more, it offered the industry’s first 100,000- mile warranty.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

In the years that followed, Clessie Cummins' passion for quality and reliability, guided by the visionary leadership of Irwin's great-nephew, J. Irwin Miller, helped Cummins Engine Co. grow rapidly. Miller became general manager in 1934 and went on to lead the company to international prominence over the next four decades. Within three years, the company had earned its first profit; in three more, it offered the industry's first 100,000-mile warranty.

In 1954, Miller established the Cummins Foundation, and three years later it offered to pay architect's fees for construction of new public buildings — leading to designs by leading architects from around the world gracing the streets of Columbus.

In 1956, under Miller's leadership, the company had opened a manufacturing facility in Scotland. By the 1960s, Cummins had a presence in 98 countries. This global presence has been key to growth; in the past three years, half of the company's sales have been from outside the United States. For instance, Cummins has a headquarters in Beijing, where the company is the largest foreign investor in China's diesel engine sector, with more than 9,000 employees and \$3 billion in sales.

Today, Cummins Inc. is a multinational Fortune 500 company, serving customers worldwide in the areas of engines, power generation, components and distribution. Although they now have approximately 54,600 employees worldwide, they still remain true to their Indiana roots and to the vision of two outstanding individuals. — Cummins Inc. (Source: columbus.in.us/cummins-history)

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

There are no previous allocations that the Flint Fire Department purchased generators.

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

The Flint Fire Department is requesting approval of a purchase order to Cummins Sales and Service, Sourcewell Contract #092222-CMM, in the amount of \$133,135.91 to purchase generators for Fire Station 3, 1525 M L King Avenue, Fire Station 5, 3402 Western Road, Fire Station 6, 716 W. Pierson Road and Fire Station 8, 202 E. Atherton Road. Presently, these fire stations are without a generator and will be needed in case of a weather disaster to safely and quickly leave the station to respond to emergencies.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

The benefit is to provide continued fire protection throughout the Flint community. If a severe weather emergency occurs and there is a power outage, having generators installed at our fire stations allow for fire apparatus to safely leave the fire station and respond quickly to emergency scenes to rescue and save lives. It also provides for the Flint Fire Department to assist other public safety agencies, resulting in quicker response times in a weather-related emergency.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

This is an ARPA related Expenditure. This Expenditure will be considered "reviewed by E&Y Firm" after Flint City Council approves, and a Resolution Number is assigned to use ARPA funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	FIRE EQUIPMENT-ARPA	101-337.701-977.000		\$133,135.91
FY25 GRAND TOTAL				\$133,135.91

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: _____

ACCOUNTING APPROVAL: Karen Shim Date: 9/30/2024



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

ACCOUNTING APPROVAL: _____ Date: _____

Chay Linseman, Finance Department

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____

Theron S. Wiggins, Fire Chief



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: October 1, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Pickup Truck Purchase

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: LaFontaine Automotive Group

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department is requesting to use ARPA funding to purchase a pickup truck to tow our water rescue boat trailer. Large pickup trucks have a stronger frame and a powerful engine which provides low-end torque needed for towing a boat trailer. A heavy-duty pickup truck towing a boat trailer and water rescue equipment will provide the Flint Fire Department a quicker response time to water rescue emergencies.

LaFontaine Automotive Group, MI Deal Contract No. 240000000098, has a "mission to build lifelong relationships that connect families, strengthen communities and personalize the automotive experience." Their mission "reflects the manifestation of six core values: Accountability, Respect, Teamwork, Passion, Communication, and Responsibility."

Founded in 1980 by Michael Sr. and Maureen LaFontaine, the nationally recognized LaFontaine Automotive Group now includes 54 retail franchises, 9 collision centers and 34 Michigan retail locations. The Group employs nearly 2,600 individuals.

In addition, founded by siblings, Ryan and Kelley LaFontaine, it is the ongoing mission of the U CAN-CER VIVE Foundation to provide vital funding and support for local cancer research grants. Operated solely by passionate volunteers, they are proudly to be able to donate 100% of profits to their cause to continue to make an impact in the world of cancer research. The goal of this foundation is: Cancer Free World.

The promise of the LaFontaine family and their team members is a combination of both their mission and core values which provides the basic foundation of their promise, to treat every customer like they are members of their family. From sales, to service, body shop, to parts, LaFontaine Automotive Group are able to meet any customer's specific needs. (Source: familydeal.com)

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

There are no previous allocations the Flint Fire Department purchased a pickup truck.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

The Flint Fire Department is requesting approval of a purchase order to LaFontaine Automotive Group, MI Deal Contract No. 240000000098, in the amount of \$52,080.00 to purchase a 2025 GMC SIERRA 2500HD Pro Double Cab Std Box 4WD Pickup Truck. LaFontaine Automotive Group is a vendor also used by Fleet and Water/Sewer Departments.

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

The benefit is that having a reliable pickup truck allows firefighters to safely and quickly leave the station to respond to water rescue emergencies with faster response times to search, save and rescue a life or lives of any person in the Flint River or lakes.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

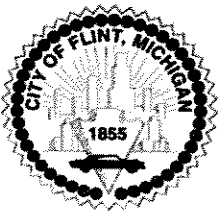
Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

This is an ARPA related Expenditure. This Expenditure will be considered "reviewed by E&Y Firm" after Flint City Council approves, and a Resolution Number is assigned to use ARPA funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	FIRE EQUIPMENT-ARPA	101-337.701-977.000		\$52,080.00
FY25 GRAND TOTAL				\$52,080.00

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



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: _____

ACCOUNTING APPROVAL: Karen Shim Date: October 1, 2024

ACCOUNTING APPROVAL: _____ Date: _____

Chay Linseman, Finance Department

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

DEPARTMENT HEAD SIGNATURE: _____

Theron S. Wiggins, Fire Chief

240453-T



RESOLUTION NO.:

PRESENTED: 10-9-2024

ADOPTED:

RESOLUTION TO TRANSFER \$560,000.00 FROM BSI DEVELOPMENT FUND BALANCE AND AMEND LURVEY CONTRACT #24-096 TO INCREASE IN THE AMOUNT OF \$299,320.00

BY THE CITY ADMINISTRATOR:

WHEREAS, In FY25, a budget of \$2,000,000 was allocated to Building and Improvement Fund for renovations at the south building of City Hall to enhance its business-like environment. The City of Flint Division of Purchases & Supplies solicited proposals for these renovations and selected Lurvey Construction, LLC as the lowest qualified bidder.

WHEREAS, As construction has commenced in FY25 rather than the initially projected FY24, it is essential to confirm that all funds are available in the FY25 Building Additions and Improvements Account to complete the renovations.

WHEREAS, The department plans to add the remaining balance of \$186,230 to the current contract to complete all interior work quoted by Lurvey, along with \$373,770 for window repair, staff moving costs, and contingency; and

WHEREAS, The total amount requested for transfer from the BSI Development Fund Balance to Building Additions and Improvements is \$560,000.00. The accounts for this fund transfer are as follows:

Dept.	Name of Account	Account Number	Grant Code	Amount
BSI	Development Fund	Fund Equity: 249-000.000-390.000	N/A	\$560,000.00
BSI	Building & Improvements	Expense: 249-371.100-976.000		\$560,000.00

WHEREAS, the total requesting to be added to Lurvey's contract #24-096 is \$299,320.00. The funding will come from the following account:

Dept.	Name of Account	Account Number	Grant Code	Amount
BSI	Building & Improvements	Expense: 249-371.100-976.000	N/A	\$299,320.00

IT IS RESOLVED that the appropriate City officials, upon City Council's approval, are hereby authorized to transfer \$560,000.00 from 249-000.000-390.000 to 249-371.100-976.000 and increase the current contract with Lurvey Construction, LLC in the amount of \$299,320.00 to complete the BSI/Development interior renovations to the South Building of City Hall in a total contract cost not-to- exceed \$2,484,550.00 for FY 25(07/01/24-06/30/25) from the 249-371.100-976.00 account.

APPROVED AS TO FORM:

JK

Joseph Kuptz (Sep 16, 2024 13:56 EDT)

Joseph Kuptz
Acting City Attorney

APPROVED AS TO FINANCES:

Phillip Moore

Phillip Moore (Sep 16, 2024 15:57 EDT)

Phillip Moore, Chief
Financial Officer

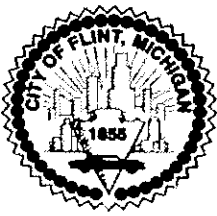
FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0307

Clyde D Edwards / A0307 (Sep 18, 2024 17:56 EDT)

Clyde Edwards,
City Administrator

CITY COUNCIL:



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: 09/05/24

BID/PROPOSAL#

AGENDA ITEM TITLE: Request for a budget amendment to move funds from the Development fund balance to the Building Additions and Improvements account.

PREPARED BY: Mary Jarvis

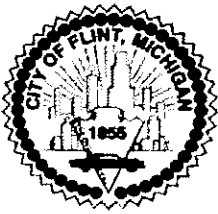
VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Requesting a budget amendment to move funds from the Development fund balance to the Building Additions and Improvements account. The Development (BSI) office renovations will improve the business-like conditions of the office and improve the energy efficiency of the office, which will save in utility costs. The renovations should result in a much healthier and safer work environment. The budget amendment will make up for the funds not requested in the FY25 budget due to the fact that we thought the project would have been started in FY24.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2024	249-000.000-390.000	\$2,510,000.00	\$0.00	\$0.00	240003
2024	249-371.100-976.000	\$2,510,000.00	\$0.00	\$0.00	240003



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

The budget amendment is being requested due to not requesting enough for the FY25 budget and due to both expenses not taken into consideration for the original budget request and an increase in work to be performed. This budget amendment is to move funds entirely from the Building Department Fund and will not affect any other accounts in the City.

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

The office renovations will improve the business-like conditions of the office and improve the energy efficiency of the office, which will save in utility costs. The renovations should result in a much healthier and safer work environment. Ashly Harris will be the main contact with the contractor chosen for the renovations, along with support from Michael Reiter and Jack Hippe from the Development Division. Ashly, Mike and Jack will be in contact and will be consulting with the vendor throughout the renovations. The three of them will evaluate the work against the desired results for the project.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

A budget amendment to move funds from the Development fund balance to the Building Additions and Improvements account.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DEV	Building Department Fund Balance	249-000.000-390.000	N/A	\$560,000.00
DEV	Building Additions & Improvements	249-371.100-976.000	N/A	\$560,000.00
FY25 GRAND TOTAL				\$560,000.00



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

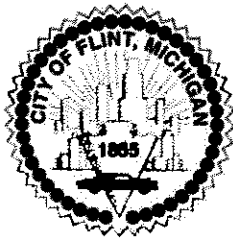
PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: Mary Jarvis Date: 09/05/24

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Sep 04, 2024 07:51 EDT)
Emily Doerr, Director, Business and Community Services



RESOLUTION NO.: 240454-T

PRESENTED: 10-9-2024

ADOPTED: _____

PROPOSAL #: 24000525

BY THE CITY ADMINISTRATOR:

RESOLUTION TO LURVEY CONSTRUCTION, LLC FOR BSI/DEVELOPMENT DEPARTMENT RENOVATIONS

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals for BSI Department Renovations in the South Building of City Hall. Lurvey Construction, LLC, Flint, Michigan was the lowest qualified bidder for this proposal.

WHEREAS, BSI and Development are requesting to proceed into contract with Lurvey Construction, LLC. to complete an extensive interior renovation to the BSI/Development area within City Hall. The upgrades will improve conditions for employees, City of Flint residents and business owners to provide a safer, more energy efficient and customer-service-like atmosphere in this outdated area of the South Building City Hall.

WHEREAS, the total cost of the project \$2,186,230.00 will include design, engineering and construction of interior of the South Building as outlined in the Proposal.

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

Account Number	Account Name/ Grant Code	Amount
249-371.100-976.000	BUILDING ADDITIONS & IMPROVEMENTS	\$2,186,230.00
	FY25 GRAND TOTAL	\$ 2,186,230.00

IT IS RESOLVED, that the Appropriate City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Lurvey Construction, LLC to complete the BSI/Development interior renovations to the South Building of City Hall in a total contract cost not-to-exceed \$2,186,230.00 for FY25 (07/01/24-06/30/25) from the 249-371.100-976.000 account.

APPROVED AS TO FORM:

JK
Joseph Kuptz (Sep 30, 2024 15:14 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Sep 30, 2024 16:10 EDT)
Phillip Moore, Chief Financial Officer

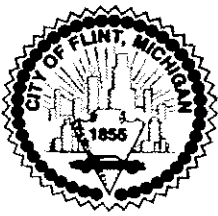
FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0313
CLYDE D EDWARDS / A0313 (Oct 1, 2024 11:11 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

Revised September 3, 2024

TODAY'S DATE: 09/05/24

BID/PROPOSAL# P24-525

AGENDA ITEM TITLE: Request for a budget amendment to move funds from the Development fund balance to the Building Additions and Improvements account.

PREPARED BY: Ashly Harris

VENDOR NAME: Lurvey Construction

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

This Division of Building Safety and Inspections (BSI) is proposing office renovations for the South building of Flint City Hall. This will improve the business-like conditions of the office and improve the energy efficiency of the office, which will save in utility costs. The renovations will include interior changes which should result in a much healthier and safer environment.

After a thorough bidding process, Lurvey was selected as the lowest and most qualified bidder. Unlike other bidders, Lurvey included design fees in their pricing, making them the most cost-effective choice for this project. They have experience with similar projects and provided a comprehensive project schedule that addresses our major challenge of the timeframe for staff relocation. The level of detail and thoughtfulness in their proposal is advantageous for both partnership and project execution. In the evaluation, Lurvey scored the highest based on criteria such as proven experience, budget, references, project schedule, and provided project examples.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2023	249-371.100-976.000	\$2,186,230.00	\$0.00	\$0.00	240080



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

This request is being made because previously allocated funds of \$2,186,230 were not expended in FY24 as planned. This contract is funded entirely by the Building Department Fund and will not impact any other city accounts. All other previous allocations from the city to the vendor, Lurvey Construction, LLC, are listed below. These allocations are unrelated to this project but note that the proposed vendor completed these projects.

PO 22-003760 - \$12,000 Board up Richfield Apartments
PO 22-0004949 -\$3,870 Board up Jefferson Schools

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

The administration's initiative to create a one-stop shop for residents and business owners in the city of Flint will be realized through these renovations. This project will enhance the office's professional atmosphere and significantly improve energy efficiency, leading to substantial savings in utility costs. Moreover, the renovations will foster a healthier and safer work environment, benefiting everyone who uses the space. Business Services including zoning and licensing as well as building safety and permits will be conducted from these offices.

Section IV: FINANCIAL IMPLICATIONS:

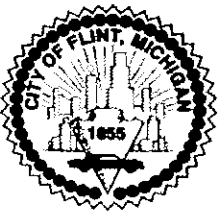
IF ARPA related Expenditure:

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

This resolution will allow for a PO to be created and pay the vendor for construction work.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DEV	Building Additions & Improvements	249-371.100-976.000	N/A	\$2,186,230.00
		FY25 GRAND TOTAL		\$2,186,230.00



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

BUDGET YEAR 1 \$ 2,186,230.00

BUDGET YEAR 2 0

BUDGET YEAR 3 0

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 240008076

ACCOUNTING APPROVAL: Mary Jarvis Date: 09/30/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Sep 30, 2024 14:46 EDT)

Emily Doerr, Director, Business and Community Services



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

BSI Renovations

P24-525

Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the period 7/1/23 – 6/30/24

Bidder #1: Lurvey Construction

Flint, MI

Interior Renovations	\$2,786,210
Exterior Renovations	\$798,180
Bid Alternative (Exterior)	\$1,534,200
Total (for both)	\$2,984,410
Total with alternative	\$4,518,610

Bidder #2: Sorensen Gross

Flint, MI

Interior Renovations	\$2,621,410
Exterior Renovations	\$940,300
Bid Alternative (Exterior)	\$1,780,000
Total	\$3,561,710
Total with alternative	\$5,341,710

SPECIAL NOTE FROM THE PURCHASING DIVISION

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



SUMMARY OF PRICING – BID FORM

TASK #1 – INTERIOR RENOVATIONS

Item	Quantity	Unit Price	Total Cost
<u>DESIGN</u>			
1. <u>Schematic Design Phase</u>			
Architectural/Engineering Design Fees	1	@ Lump Sum =	<u>\$ 13,400</u>
General Contractor Admin Fees	1	@ Lump Sum =	<u>\$ No Cost</u>
2. <u>Design Development Phase</u>			
Architectural/Engineering Design Fees	1	@ Lump Sum =	<u>\$ 23,500</u>
General Contractor Admin Fees	1	@ Lump Sum =	<u>\$ No Cost</u>
3. <u>Construction Documents Phase</u>			
Architectural/Engineering Design Fees	1	@ Lump Sum =	<u>\$ 47,200</u>
General Contractor Admin Fees	1	@ Lump Sum =	<u>\$ No Cost</u>
<u>CONSTRUCTION</u>			
4. GC Construction General Conditions	1	@ Lump Sum =	<u>\$ 217,960</u>
Includes supervision, quality control, temporary facilities, temporary utilities, temporary protection, construction equipment, safety, SWPPP, daily cleanup and final clean, dumpsters, surveying, building layout, start up and close out costs, site and building testing, general liability and builder's risk insurance, performance and payment bonds.			
5. Architectural/Engineering Construction Services	1	@ Lump Sum =	<u>\$ Included</u>
6. Demolition & Hazardous Material Abatement	1	@ Lump Sum =	<u>\$ 226,200</u>
7. Walls & Ceilings	1	@ Lump Sum =	<u>\$ 260,400</u>
8. Doors & Windows	1	@ Lump Sum =	<u>\$ 161,000</u>
9. Millwork	1	@ Lump Sum =	<u>\$ 87,500</u>
10. Finishes	1	@ Lump Sum =	<u>\$ 236,950</u>
11. Electrical (Incl. Fixture Allowance)	1	@ Lump Sum =	<u>\$ 225,220</u>
12. Mechanical	1	@ Lump Sum =	<u>\$ 252,700</u>
13. Plumbing	1	@ Lump Sum =	<u>\$ 124,100</u>
13. IT, Security, Card Access, & Phones	1	@ Lump Sum =	<u>\$ 56,800</u>
14. Miscellaneous: Paint, Caulk, Toilet Accessories, And Signage	1	@ Lump Sum =	<u>\$ 62,500</u>
15. FF&E: Window Treatments, Furniture, and Display Monitors	1	@ Lump Sum =	<u>\$ 140,800</u>
16. Contingency (Mandatory)	1	@ Lump Sum =	<u>\$ 50,000.00</u>
Total Amount of Bid – TASK #1			<u>\$ 2,186,230</u>

SEE ATTACHED CLARIFICATION SHEET.



TASK #2 – EXTERIOR RENOVATIONS

Item	Quantity	Unit Price	Total Cost
DESIGN			
1. <u>Schematic Design Phase</u>			
Architectural/Engineering Design Fees	1	@ Lump Sum =	\$ <u>2,200</u>
General Contractor Admin Fees	1	@ Lump Sum =	\$ <u>No Cost</u>
2. <u>Design Development Phase</u>			
Architectural/Engineering Design Fees	1	@ Lump Sum =	\$ <u>3,400</u>
General Contractor Admin Fees	1	@ Lump Sum =	\$ <u>No Cost</u>
3. <u>Construction Documents Phase</u>			
Architectural/Engineering Design Fees	1	@ Lump Sum =	\$ <u>16,900</u>
General Contractor Admin Fees	1	@ Lump Sum =	\$ <u>No Cost</u>

CONSTRUCTION

4. GC Construction General Conditions	1	@ Lump Sum =	\$ <u>58,680</u>
Includes supervision, quality control, temporary facilities, temporary utilities, temporary protection, construction equipment, safety, SWPPP, daily cleanup and final clean, dumpsters, surveying, building layout, start up and close out costs, site and building testing, general liability and builder's risk insurance, performance and payment bonds.			
5. Architectural/Engineering Construction Services	1	@ Lump Sum =	\$ <u>Included</u>
6. Remove and Replace Bridge	1	@ Lump Sum =	\$ <u>311,900</u>
7. Remove & Replace Exterior Doors	1	@ Lump Sum =	\$ <u>30,400</u>
8. Window Repairs	1	@ Lump Sum =	\$ <u>232,200</u>
7. Marble Wall Panel Repairs	1	@ Lump Sum =	\$ <u>56,200</u>
9. Miscellaneous: Caulk	1	@ Lump Sum =	\$ <u>11,300</u>
16. Contingency (Mandatory)	1	@ Lump Sum =	\$ 75,000.00

Total Amount of Bid – TASK #2 **\$ 798,180**

Bid Alternate #1-2 (Add to Task #2 Base Bid Amount)

Replace all windows and enamel panels at the entire building – appearance and configuration to match existing. New windows and panels are to comply with Michigan Energy Code requirements. **\$ 1,534,200**

Contingency: The contingency allowances included within the bid document are to be utilized at the discretion of the City to cover unforeseen work that was not included in the project scope. The successful bidder shall obtain prior approval from the City, or its designee, prior to completing work using contingency funds.

SEE ATTACHED CLARIFICATION SHEET.

BILLABLE HOURLY WAGE RATE TABLE

Provide separate rate tables for Prime Contractor and all Subcontractors

Company: Lurvey Construction - Industry Standard Rates to be provided upon clarification and award.

Position	Hourly Rate
Principal in Charge	\$ _____
Project Superintendent	\$ _____
Project Manager	\$ _____
Registered Architect	\$ _____
Professional Engineer	\$ _____
Field Representative	\$ _____
Structural Engineer	\$ _____
Mechanical/Electrical Engineer	\$ _____
CAD/Draftsperson	\$ _____
Clerical	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

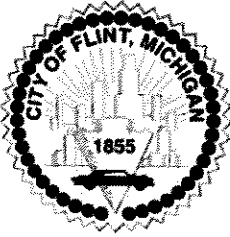
Reimbursables:

Provide a list of items for which you would require reimbursement and the percentage mark-up, if any, which you would add to reimbursable expenses. Please refer to AIA B133-2014 as amended, Article 11 for clarifications on allowable reimbursable expenses.

Percentage Markup 6 %

Not-To-Exceed Cost of Reimbursable Expenses \$ 304,300*

*** Above represents current general condition costs and reimbursables plus 10% contingency for schedule extensions based on our review of AIA B133-2014 there are multiple items not applicable or need to be agreed to based on the contractual relationship.**



240457-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024 _____

ADOPTED: _____

**RESOLUTION APPROVING REALLOCATION OF \$50,000 IN ARPA FUNDS TO
UNDUE MEDICAL DEBT**

BY THE CITY ADMINISTRATOR:

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

Whereas, UNDUE Medical Debt (Undue) is a 501(c)(3) national nonprofit whose purpose is to abolish financially burdensome medical debt around the United States; and

Whereas, since being founded in 2014 Undue has erased over \$12 billion of medical debt for over 7 million families; and

Whereas, Undue abolishes medical debt for people earning at or below 400% of the federal poverty level or if the medical debt is more than 5% of the household income; and

Whereas, Undue purchases qualifying medical debt for pennies on the dollar and informs patients that they are free and clear of medical debts with no tax burden; and

Whereas, City Administration recommends reallocating \$50,000 of ARPA funds, previously obligated for revenue replacement, to Undue Medical Debt; and

Whereas, Undue with leverage these dollars with other philanthropic dollars to abolish medical debt for eligible Flint residents; and

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

Account	Description	Amount
101-612.013-801.000	UNDUE Medical Debt	\$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 #101-612.013-801.000 to UNDUE Medical Debt 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.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

For the City:

CLYDE D EDWARDS / A0320
CLYDE D EDWARDS / A0320 (Oct 3, 2024 13:34 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

JK
Joseph Kuptz (Oct 3, 2024 12:21 EDT)

Joseph Kuptz, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Oct 3, 2024 13:12 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PREPARED BY: Seamus Bannon

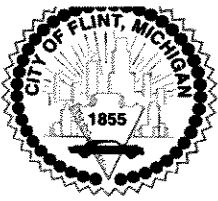
VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

UNDUE Medical Debt is a 501(c)(3) national nonprofit whose purpose is to abolish financially burdensome medical debt around the United States. Since being founded in 2014 UNDUE Medical Debt has erased over \$12 billion of medical debt for over 7 million families. Undue abolishes medical debt for people earning at or below 400% of the federal poverty level or if the medical debt is more than 5% of the household income. Undue purchases qualifying medical debt for pennies on the dollar and informs patients that they are free and clear of medical debts with no tax burden. Undue will leverage these dollars with other philanthropic dollars to abolish medical debt for eligible Flint residents. To date medical debt relief contracts have been established with the following government jurisdictions:

Cook County, Illinois	(\$12 million)
Toledo, Ohio	(\$800,000)
Lucas County, Ohio	(\$800,000)
New Orleans, Louisiana	(\$1.3 million)
Cleveland, Ohio	(\$1.9 million)
Washington, D.C.	(\$1 million)
Akron, Ohio	(\$500,000)
Oakland County, Michigan	(\$2 million)
State of Arizona	(\$20 million)
State of New Jersey	(\$8 million)
State of Connecticut	(\$6.5 million)
Cincinnati, Ohio	(\$1.45 million)
St. Paul, MN	(\$1.1 million)
Orange County, FL	(\$4.5 million)

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



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

N/A

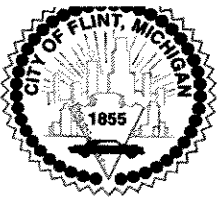
Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

Undue Medical Debt offers significant potential benefits to Flint residents struggling with medical debt. By purchasing debt for pennies on the dollar, Undue can eliminate the financial burden for those who qualify, freeing up their limited resources for necessities like housing, food, and transportation. This can lead to improved mental and physical health by reducing stress and anxiety associated with overwhelming debt. Additionally, eliminating medical debt can help individuals rebuild their credit and access future financial opportunities. For the city of Flint, Undue's work could mean a healthier and more financially stable population, contributing to overall economic growth and well-being. By removing the crushing weight of medical debt, residents may experience renewed hope and the ability to participate more fully in their community. This initiative could also lessen the strain on local social services that often assist those struggling with medical debt.

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 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 Undue Medical Debt

Account	Description	Amount
101-612.013-801.000	Undue Medical Debt	\$50,000



**CITY OF FLINT
STAFF REVIEW FORM**

Revised July 2, 2024

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: *[Signature]* 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:

Seamus Bannon

Grants Management Officer
(Name, Title)