



City of Flint, Michigan

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

Meeting Agenda – AMENDED

Wednesday, November 20, 2024

5:00 PM

Agenda Amended to Add Resos No. 240515-T and 240516-T

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

240516-T The Lighthouse Group/Property and Terrorism Insurance Coverage

Resolution resolving that the appropriate City officials are authorized to enter into a contract with the Lighthouse Group to provide the City with layered property and terrorism coverage at a total premium not to exceed \$1,136,690.20 for 19 months from 11/30/24 to 6/30/26. Funding for these services will come from GL account #677-267.651-955.000.

240404-T Reallocation of ARPA Funds/North Flint Food Co-Op

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 North Flint Food Market Cooperative in the amount of \$300,000. 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.

240506-T Additional Voters Not Politicians Education Fund Grant Award/Flint City Clerk's Office/Support Communications and Public Relations/November 5, 2024 General Election

Resolution resolving that the appropriate City officials authorize to do all things necessary to accept and appropriate grant award funding from the Count MI Vote Education Fund, dba Voters Not Politicians Education Fund, to the Flint City Clerk's Office of support communications and public relations efforts for the November 5, 2024 General Election, and to abide by the terms and conditions of the grant award agreement, in the amount of \$5,500.00, for a total grant award amount of \$19,500.00, AND, further resolving that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

240512-T Professional Services Agreement (PSA)/Innovative Software Services, Inc./Income Tax Processing and Collecting

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Innovative Software Services Inc. for income tax processing and collection for a total amount not to exceed \$763,894.80 for Fiscal Year 2025, and an amount not to exceed \$763,894.80 for Fiscal Year 2026. Funding is to come from Professional Services Account number 101-253.200-801.000.

240515-T ARPA Funding Utilization/Transportation Department/9th Ward Priorities

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to the City of Flint Transportation Department, in accordance with 9th Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

ADJOURNMENT



RESOLUTION NO.: 240516-7
 PRESENTED: 11-20-2024
 ADOPTED: _____

**RESOLUTION AUTHORIZING RETAINING LIGHTHOUSE TO PROVIDE
 PROPERTY AND TERRORISM INSURANCE COVERAGE**

BY THE CITY ADMINISTRATOR:

The Lighthouse Group in consultation with the Department of Finance, has evaluated the City’s current property and terrorism coverage. The Lighthouse Group is recommending a layered coverage plan for the period 11/30/23-6/30/26, as follows:

Line of Business	Quote Description	Carrier	Total Cost
Property	50% Property	Lexington Ins. Co.	\$ 567,531.25
Property	50% Property	Arch Specialty Insurance Co.	\$ 544,212.50
Property	Terrorism	Hiscox	\$ 24,946.45
		Totals	\$1,136,690.20

The total premium for all coverages, including fees and taxes, is not to exceed \$1,136,690.20. Funding for this purchase will come from insurance account number #677-267.651.955.000.

WHEREAS, the Department of Finance is recommending that the Lighthouse Group be retained to provide the City with property and terrorism coverage for the period 11/30/24-6/30/26 for a combined total of \$1,136,690.20.

IT IS RESOLVED, that the appropriate City officials are authorized to enter into a contract with the Lighthouse Group to provide the City with layered property and terrorism coverage at a total premium not to exceed \$1,136,690.20 for 19 months from 11/30/24 to 6/30/26. Funding for these services will come from GL account #677-267.651-955.000.

APPROVED AS TO FORM:

J. Kuptz
 Joseph Kuptz (Nov 20, 2024 09:22 EST)

Joseph Kuptz
 Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
 Phillip Moore (Nov 20, 2024 09:18 EST)

Phillip Moore
 Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0351
 CLYDE D EDWARDS / A0351 (Nov 20, 2024 10:50 EST)

Clyde Edwards
 City Administrator

APPROVED BY CITY COUNCIL:



CITY OF FLINT

** STAFF REVIEW FORM **

October 9, 2024

TODAY'S DATE: November 18, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution Authorizing Lighthouse to Provide Property and Terrorism Insurance

PREPARED BY: V. Foster

VENDOR NAME: Lighthouse-Alera Group

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint's property and terrorism coverage is currently provided by its broker, The Lighthouse Group.

For the 2024-2025 property insurance policy renewal, Lighthouse Group solicited 19 carriers. Of these, 10 declined or failed to submit quotes (see proposal attached). A summary of the responses from the 5 carriers is below:

- AMWins Global Risk London submitted a quote in excess of \$750,000
- Ironshore indicated that their pricing would be between \$1M-\$1.5M
- RSUI indicated their pricing would be subject to layering and in excess of \$1M
- Arch and Lexington quote submitted \$726,185 (combined carriers - layered policy)

The City's two current property carriers, Arch and Lexington, are agreeable to extending terms for an additional year to cover the period of 11/30/24 – 11/30/25. The summary within the proposal details the layered program that allows the City to reach a maximum limit insurance of \$10,000,000 per occurrence. The total 12-month premium for property coverage is \$741,773.30 (\$61,814.44 per month) and includes terrorism coverage through the City's current provider, Hiscox. The total renewal for both coverages is lower than the previous year, resulting in a savings of \$7,565.45 for the 12 months.

Additionally, all 3 carriers have extended a 19-month renewal option, for a combined total of \$1,136,690.20. This breaks down to a monthly cost of \$59,825.80 for property and terrorism coverage. Over the 19 months, the City will save \$37,784.39. This is the option recommended by the Chief Financial Officer.

Below is a history detailing the annual increases that the City has experienced over the past three years.

<u>Policy Term</u>	<u>Carrier</u>	<u>Coverage</u>	<u>Premium</u>	<u>Increase</u>
Nov '21-Nov '22	Lexington/Arch and Hiscox	Property & Terrorism	\$ 553,201	16.46%
Nov '22-Nov '23	Lexington/Arch and Hiscox	Property & Terrorism	\$ 667,355	20.64%
Nov '23-Nov '24	Lexington/Arch and Hiscox	Property & Terrorism	\$ 748,954	12.23%

Taking into consideration the large number of weather-related catastrophic losses insurance companies have experienced in recent months, the Finance Department anticipates substantial increases in future insurance premiums. Extending the policy an additional 6 months not only results in additional savings but will also tie in with the City's fiscal year starting date of July 1st each year moving forward.



CITY OF FLINT

** STAFF REVIEW FORM **

October 9, 2024

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
FYE22	Insurance	677-267.651-955.000	553,201.00	333,263.50	210571
FYE23	Insurance	677-267.651-955.000		219,937.50	210571
FYE23	Insurance	677-267.651-955.000	667,355.00	520,345.50	220508
FYE24	Insurance	677-267.651-955.000		147,009.50	220508
FYE24	Insurance	677-267.651-955.000	748,953.75	436,891.75	230429
FYE25	Insurance	677-267.651-955.000		312,062.00	230429

(policies cross fiscal years)

Section III.

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

Insuring City properties and buildings protects the City financially in the event of a damage or weather-related incident. A lack of insurance would make it more difficult for the City to recover from such losses.

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
Finance	Insurance/Bonds	677-267.651-955.000	N/A	\$417,640.07
Finance	Insurance/Bonds (prepaid)	677-267.651-955.000	N/A	\$719,050.13
FY25 GRAND TOTAL				\$1,136,690.20



CITY OF FLINT

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

BUDGET YEAR 1 \$417,640.07

BUDGET YEAR 2 \$719,050.13

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 250009564

ACCOUNTING APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

Section V: RESOLUTION DEFENSE TEAM:

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

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Phillip Moore	810-766-7266
2	Paul Borle	810-766-7266
3	Joseph Kuptz	810-766-7146

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Phillip Moore
Phillip Moore (Nov 20, 2024 09:18 EST)
Phillip Moore, Chief Financial Officer

ADMINISTRATION APPROVAL: CLYDE D EDWARDS / A0351
CLYDE D EDWARDS / A0351 (Nov 20, 2024 10:50 EST)
Clyde Edwards, City Administrator
(for \$20,000 or above spending authorizations)



Insurance Proposal Prepared For

City of Flint

Effective 11-30-2024 to 11-30-2025



At a glance

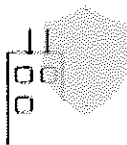
When your business begins and ends with people, it's important to build lifelong client relationships rooted in trust and worth. We believe in delivering tailored solutions and comprehensive strategies to help businesses, individuals, families and communities achieve their goals.

Areas of expertise

Comprehensive solutions for employers and employees



EMPLOYEE BENEFITS



PROPERTY AND CASUALTY



RETIREMENT PLAN SERVICES



WEALTH SERVICES

How we work

COLLABORATIVELY

Collaboration is our North Star. We believe that collaboration helps us achieve client service excellence and ensures we grow with integrity, both as an organization and as individuals. Our collaborative culture exponentially increases our clients' access to expertise and new perspectives.

PURPOSEFULLY

Our clients benefit from our national resources and expertise with the purposeful advantage of local service. We elevate the client experience by providing a greater depth and breadth of resources, thinking innovatively and working together with both our clients and our colleagues to preserve strong community relationships.

SYNERGISTICALLY

We thrive and succeed when everyone contributes with their own backgrounds and competencies. Our differences make us stronger, and we're committed to keeping a diverse team to serve all of our clients' complex needs.

By the numbers

\$1.3B in gross revenue* | 11th largest P&C agency in the U.S.
33rd in the 2024 Crain's Chicago Business 50 Fastest Growing Companies

Stronger together

National Expertise. Local Service.



For more information, visit aleragroup.com.

*As Reported in Crain's Chicago Business, 10/21/24

*Statista, as of 10/21/24

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

Named Insureds

- City of Flint

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

Location Schedule

Loc #	Bldg	Description	Address	City	St	Zip	Sq. Ft.	Cost per SF	Age of Bldg	Big Value	Contents Value	Prop in the Open
1-1	City Hall	3 story masonry with walkout basement & lower gar	1101 S. Saginaw St	Flint	MI	48502	144,370	155	1956	\$22,409,825	\$2,259,005	
1-2	Dome Auditorium	1 story masonry with basement	1101 S. Saginaw St	Flint	MI	48502	4,721	305	1956	\$1,440,854	\$171,078	
1-3	South Building	1 story masonry with walkout basement	121 E. 7th St	Flint	MI	48502	14,240	754	1956	\$2,221,440	Incl Above	
2-1	North Building	2 story masonry with walkout basement	1101 S. Saginaw St	Flint	MI	48502	24,570	156	1956	\$3,832,920	Incl Above	
Police Department												
3-1	Police Department	2 story masonry with walkout basement & sub-base	210 E. Fifth St	Flint	MI	48502	62,400	254	1958	\$15,860,981	Incl Above	
4-1	Police Academy	2 story masonry with basement	3420 St. John Street	Flint	MI	48502	4,200	270	1970's	\$923,280	\$157,945	Sale should be completed in 2021
Fire Department												
5-1	Station # 1 Headquarters	2 story masonry with walkout basement	310 E. Fifth St	Flint	MI	48502	24,000	144	1956	\$3,463,716	\$217,029	
6-1	Station No. 3	1 story masonry	1625 1/2 E. King Ave	Flint	MI		4,400	168	1960	\$740,158	\$101,228	
7-1	Station No. 4 Flint, MI	1 story masonry	4308 Industrial	Flint	MI		4,200	153	1950	\$643,852	\$33,743	
	Station No. 5	(Listed as Loc #91-1)										
8-1	Station No. 6		718 W. Pierson Rd	Flint	MI	48502	5,200	117	1960's	\$609,180	\$33,742	
9-1	Station No. 8	1 story masonry	202 E. Alherton	Flint	MI	48507	5,200	152	1960's	\$792,792	\$33,743	
Water Service Center												
10-1	Water Service Center	1 story masonry	3310 E. Court St	Flint	MI	48502	40,260	46	1957	\$1,668,412	\$379,222	
10-1	Shop & Garage	1 story masonry (Different View)	3310 E. Court St	Flint	MI	48502						
10-2	Pipes & Fittings & Misc. Storage		3310 E. Court St	Flint	MI	48502				\$171,228	\$360,600	
Water Treatment Plant												
11-1	Tramway Plant	5 story masonry with basement	4500 N. Dort Hwy	Flint	MI	48506	150,000	120	1954	\$17,932,060	\$92,429	
11-2	Ozone Plant	2 story masonry	4500 N. Dort Hwy	Flint	MI	48506	3,500	1,169	1975	\$4,107,097	\$7,000	
11-3	Elevated Tank Control House	2 story masonry - 2 million gallon steel elevated tank	4500 N. Dort Hwy	Flint	MI	48506	400	6,260	1954	\$2,604,174	\$1,350	
11-4	Dort Reservoir	20 million gallon underground portable water reserv.	4500 N. Dort Hwy	Flint	MI	48506						
11-5	Water Control Station 2	1 story masonry with basement	4500 N. Dort Hwy	Flint	MI	48506	400	232	1956	\$132,898		
11-6	Pumping Station 4	1 story masonry with basement & boiler house	4500 N. Dort Hwy	Flint	MI	48506	7,200	168	1948	\$1,208,735		
11-7	Electric Substation	1 story masonry with basement	4500 N. Dort Hwy	Flint	MI	48506	800	259	1954	\$288,978		
11-8	Torrey Rd. Booster Station	1 story masonry with basement	2800 Hammerburg Rd	Flint	MI	48507	650	410	1954	\$201,018		
12-1	Westside Reservoir & Pump	2 story masonry bldg w attached 12,000 gal portable	1814 Dupont	Flint	MI	48504	4,480	1,280	1956	\$6,841,844		
Water Pollution Control Plant												
13-1	Sewage Treatment Plant	2 story masonry	G-4652 Beecher Rd	Flint	MI	48507	8,600	202	1962-1980	\$1,734,751	\$321,811	
13-1	Administration Bldg - Lab	2 story masonry	G-4652 Beecher Rd	Flint	MI	48507				\$1,962,073	\$1,487,382	
13-2	Service Building	1 story masonry	G-4652 Beecher Rd	Flint	MI	48507	6,000	78	1950	\$419,766	\$630,891	
13-3	Influent Box Phosphate & Removal Control	2 story masonry	G-4652 Beecher Rd	Flint	MI	48507	3,700	221	1980	\$819,370		
13-4	A* Grt Tanks & Building	1 story masonry	G-4652 Beecher Rd	Flint	MI	48507	1,350	980	1962	\$919,382		
13-5	B* New Grt Buildings	2 story masonry	G-4652 Beecher Rd	Flint	MI	48507	7,750	158	1980	\$1,224,569		
13-6	Primary Settling Tanks (10)	Poured concrete	G-4652 Beecher Rd	Flint	MI	48507	5,600	911	1962-1980	\$5,102,152		
13-7	Aeration Tanks (Battery A) (Battery B)	Poured concrete	G-4652 Beecher Rd	Flint	MI	48507	180,000	52	1962-1980	\$5,831,062		
13-8	Aeration Control	1 story masonry	G-4652 Beecher Rd	Flint	MI	48507	3,000	1,079	1962	\$3,210,589		
13-9	Final Settling	Poured concrete	G-4652 Beecher Rd	Flint	MI	48507	950	7,441	1962-1980	\$7,143,100		
13-10	Storage Building	1 story frame	G-4652 Beecher Rd	Flint	MI	48507	5,000	65	1982	\$324,108		
13-11	Blower, Filter & Chlorination Building	2 story masonry	G-4652 Beecher Rd	Flint	MI	48507	8,700	520	1962	\$4,901,969	\$14,427	
13-12	Equip. Microstrainer & Filter Building	1 story masonry	G-4652 Beecher Rd	Flint	MI	48507	10,188	517	1960	\$6,307,559	\$244,179	
13-13	Chlorine Contact Tanks (3)	Poured concrete	G-4652 Beecher Rd	Flint	MI	48507	14,400	78	1980	\$1,122,487		
13-14	Tricking Filter LR Station	1 story masonry	G-4652 Beecher Rd	Flint	MI	48507	1,800	163	1956	\$244,936		
13-15	Sludge Thickening Bldg (Tank)	1 story masonry	G-4652 Beecher Rd	Flint	MI	48507	4,500	454	1962	\$2,040,639		
13-16	Blended Sludge Tanks	Poured concrete	G-4652 Beecher Rd	Flint	MI	48507	240	1980	\$6,786,062			
13-17	Gas Sphere Storage Tank	Steel plate	G-4652 Beecher Rd	Flint	MI	48507	45		1956	\$183,812		
13-18	Old Pre-Aeration Bldg	2 story masonry	G-4652 Beecher Rd	Flint	MI	48507	2,400	175	1932	\$419,000	\$137,871	
13-19	Old Final Settling Tanks	Poured concrete	G-4652 Beecher Rd	Flint	MI	48507	240	7,529	1932	\$1,806,923		
13-20	Northwest Pumping	1 story masonry	G-4652 Beecher Rd	Flint	MI	48507	1,560	984	1956	\$1,835,243	\$29,773	
13-21	LPO, Vacuum, Filter & Incinerator Building	2 story masonry	G-4652 Beecher Rd	Flint	MI	48507	35,700	960	1962-1980	\$32,812,872		
13-22	Storage Building	1 story frame	G-4652 Beecher Rd	Flint	MI	48507	2,530	3,222	1982	\$8,150,578		
13-23	East Sewage Pump Station & Retention Trmt	2 story masonry	G-4652 Beecher Rd	Flint	MI	48507	14,500	42	1980	\$612,284		
13-24	Air Filter A	2 story frame	G-4652 Beecher Rd	Flint	MI	48507	16,120	3	1980	\$60,232		
13-25	Air Filter B	2 story frame	G-4652 Beecher Rd	Flint	MI	48507	7,056	569	1980	\$4,011,025		
13-26	Air Filter C	2 story frame	G-4652 Beecher Rd	Flint	MI	48507	16,120	3	1980	\$60,232		
13-27	Sulfur Dioxide Building & Equipment	1 story masonry	G-4652 Beecher Rd	Flint	MI	48507	4,400	166	1990	\$979,978		
13-28	Hypochlorite Tank & Pump	Steel plate - 20,000 gallons	G-4652 Beecher Rd	Flint	MI	48507			1980	\$30,578		
14-1	Avon St. Pumping Station	1 story masonry	251 E Blvd Driv	Flint	MI	48503	1,365	507	1981	\$685,855		
15-1	Sewage Retention Tank & Equipment			Flint	MI	48503				\$5,880,690		
16-1	Water Pump Station (incl Reservoir)	2 story masonry	1524 Mackin Rd. & 1418	Flint	MI	48503				\$16,396,269		
17-1	Third Ave. Pump Station	2 story masonry	2305 W. 4th Ave	Flint	MI	48503	6,000	492	1926	\$2,863,314	\$18,101	
18-1	Sewage LR Station 1	1 story masonry w/basement	5825 Fleming Rd	Flint	MI	48504	825	763	1950's	\$476,876		
19-1	Sewage LR Station 2	1 story masonry w/basement	5829 Fleming Rd	Flint	MI	48504	300	2,079	1950's	\$623,314		
20-1	Sewage LR Station 5	1 story masonry w/basement	7420 Brunel	Flint	MI	48504	225	1,413	1950's	\$317,681		
21-1	Sewage LR Station 9	1 story masonry	7260 Branch	Flint	MI	48506	170	1,639	1950's	\$278,132		
22-1	Forestry Division Shop & Garage	1 story masonry	1106 S. Avenir St	Flint	MI	48508	8,000	23		\$165,931	\$5,737	
22-2	Office	1 story masonry	1106 S. Avenir St	Flint	MI	48508				\$33,187	\$3,442	
22-3	Storage Building	1 story masonry	1106 S. Avenir St	Flint	MI	48508				\$5,610	\$3,271	
22-4	Pole Barn Garage	1 story frame	1106 S. Avenir St	Flint	MI	48508				\$21,840		
23-1	Shop & Garage	1 story masonry	930 E. Blvd. Driv	Flint	MI	48502	8,000	152	1950's	\$1,213,540	\$147,810	
23-2	Shop at Rear	1 story masonry	930 E. Blvd. Driv	Flint	MI	48502	3,500	33	1950's	\$114,769	\$69,079	
23-3	New Storage Building	1 story frame	930 E. Blvd. Driv	Flint	MI	48502	3,000	39	1980	\$89,593	\$44,373	
24-1	Mott Golf Course Club House	1 story frame	2491 Nolen Drive	Flint	MI	48503	1,500	135	1960's	\$201,802	\$25,314	
24-2	Equipment Storage	1 story masonry	2491 Nolen Drive	Flint	MI	48503	1,200	58	1960's	\$21,403	\$9,189	
24-3	Pump House, Bridges	1 story frame	2491 Nolen Drive	Flint	MI	48503						\$100,464 Included with pump house
24-4	Bridges											
26-1	Swartz Creek Golf Course Clubhouse	1 story masonry w/basement	1901 Hammerburg Rd	Flint	MI	48507	3,600	217	1950's	\$780,671	\$52,398	
26-2	Equipment & Storage	1 story masonry	1901 Hammerburg Rd	Flint	MI	48507	2,700	49	1994	\$129,074	\$9,727	
26-4	Pump House	1 story masonry	1901 Hammerburg Rd	Flint	MI	48507	300	190	1970	\$57,112		
26-5	Bridges/Outside Equipment		1901 Hammerburg Rd	Flint	MI	48507						\$66,830
26-6	Golf Car Storage Barn	1 story frame	1901 Hammerburg Rd	Flint	MI	48507	2,100	52	1998	\$109,200	\$2,600	
27-1	Kearsley Lake Golf Course Clubhouse	1 story frame	4258 E. Pierson Rd	Flint	MI	48508	2,100	94	1960	\$199,039	\$24,005	
27-2	Cart Storage Barn	1 story frame	4258 E. Pierson Rd	Flint	MI	48508	2,574	7	1990	\$17,909	\$6,544	
27-3	Pump House/Equipment	1 story frame	4258 E. Pierson Rd	Flint	MI	48508	100	429	1960	\$42,818		
Community Centers												
28-1	Berston Fieldhouse	2 story masonry w/basement	3300-3400 N. Saginaw	Flint	MI	48502	18,200	119	1936	\$2,078,496	\$11,449	
29-1	Haskell Community Ctr	1 story masonry w/basement & indoor pool	2201 Forest Hill	Flint	MI	48504	4,800	141	1960's	\$1,035,818	\$45,789	
30-1	Brennan Comm. Center	1 story masonry	1301-09 Finney St	Flint	MI	48505	7,500	208	1970's	\$1,547,036	\$18,817	
31-1	Hasselbring Center	1 story frame	1002 W. Home	Flint	MI	48504	6,000	168	1960's	\$1,135,680		
32-1	McKinley Sr Citizens Cr	1 story frame	248 Peer Ave	Flint	MI	48504	6,000	96	1960's	\$667,840	\$18,380	

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual Issued policy.

Commercial Property

Subject of Insurance - Lexington

Subject of Insurance	Limits	Cause of Loss	Deductible	Valuation
Property	5,000,000	Special	100,000	RC
Earthquake	5,000,000	Special	100,000	
Flood	5,000,000	Special	100,000	
Accounts Receivable	1,000,000	Special	100,000	
Debris Removal	2,500,000	Special	100,000	
Ordinance or Law	250,000	Special	100,000	
Errors & Omissions	2,500,000	Special	100,000	
Newly Acquired Property	1,000,000	Special	100,000	

RC = Replacement Cost

Subject of Insurance - Arch

Subject of Insurance	Limits	Cause of Loss	Deductible	Valuation
Property	5,000,000	Special	100,000	RC
Earthquake	5,000,000	Special	100,000	
Flood	5,000,000	Special	100,000	
Accounts Receivable	1,000,000	Special	100,000	
Debris Removal	2,500,000	Special	100,000	
Ordinance or Law	250,000	Special	100,000	
Errors & Omissions	2,500,000	Special	100,000	
Newly Acquired Property	1,000,000	Special	100,000	

RC = Replacement Cost

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

Premium Summary

City of Flint

Coverage	Carrier	Expiring Premium	Renewal Premium	Premium Difference	Extended Term Expiring 7/1/2026
Property – 50%	Lexington	\$385,593.75	\$379,187.50	-\$6,406.25	\$567,531.25
Property – 50%	Arch	\$347,925	\$346,438.75	-\$1,486.25	\$544,212.50
Terrorism	Hiscox	\$15,820	\$16,147.05	\$327.05	\$24,946.45
Total Program		\$749,338.75	\$741,773.30	-\$7,565.45	\$1,136,690.20

All quoted premiums are annual estimates

Company	Best Rating	Admitted or Non Admitted
Lexington Insurance Company	A	Non-Admitted
Arch Specialty Insurance Company	A+	Non-Admitted

This proposal contains a surplus lines policy or policies (collectively, the “**Surplus Lines Policy**”) that is (1) underwritten by the insurance company identified therein (the “**Surplus Lines Insurer**”), which is not licensed by the insurance department of the State of Michigan (the “**State**”) and (2) issued pursuant to the surplus lines laws of the State. In the event the Surplus Lines Insurer becomes insolvent, the Surplus Lines Policy would not be protected by the State Insurance guaranty fund, which provides a mechanism for the payment of covered claims under certain insurance policies to avoid excessive delay in payment and financial loss to claimants or policyholders because of the insolvency of a licensed and admitted insurance company.

NEW: \$1,000,000 per occurrence deductible applies to Underground Containment structures including retention basins, underground reservoirs, settling tanks, grit tanks, aeration tanks, simmer tanks, and similar concrete containment structures intended to hold or process wastewater, storm water or similar materials.

This insurance proposal is based upon your insurance history and the information that you have provided. It is your responsibility to review each item to make sure that you have all the coverages that you need, and that the limits of liability are appropriate.

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

Markets Approached

- Chubb – Declined
- Nationwide – Declined, not a market for public/civic exposures
- Central – Declined, Not a market for municipalities
- Cincinnati – Declined, Outside their property appetite
- EMC – Declined, Population exposure to large for carrier
- Encova – Declined, not a market for municipalities
- Hanover – Declined, not a market for municipalities
- Hastings – Declined, not a market for municipalities
- Michigan Millers – Declined, no market for municipalities
- Selective – Declined, due to mostly Frame and JM construction
- ARCH Insurance Group – Quote offered
- Lexington Insurance Company – Quote offered
- AmWins Global Risk London – Indicated \$750,000+
- Ironshore – Indicated \$1M - \$1.5M higher than incumbent markets
- RSUI – Indicated \$1M layer pricing for primary \$10M
- Allied World – Pending underwriter review
- Aspen Insurance – Can't compete
- AXIS – Pending underwriter review
- Zurich – Pending underwriter review

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

Agreement and Acceptance

The undersigned insured acknowledges that they have read and understood the Insurance Proposal as presented by Lighthouse Group, an Alera Group Agency LLC and authorizes them to bind coverage.
Effective Date: 11/30/2024

Policy Type: Property (Arch & Lexington), **Terrorism**

PROPOSED COVERAGE HAS BEEN REJECTED/MODIFIED AS OUTLINED:

- 1.
- 2.
- 3.
- 4.

Named Insured: City of Flint

Title: _____

Signature: _____ Date: _____

RETURN TO THE ATTENTION OF: Cort Niemi
EMAIL: Cort.Niemi@aleragroup.com
MAIL: Alera Group
56 Grandville Ave, Ste 300
Grand Rapids, MI 49503

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

Loss Control Services

1. Risk Assessment and Hazard Identification

- Conduct workplace safety audits and risk assessments to identify potential hazards
- Advise on sustainable solutions and control measures
- Multi-level assessments: Facility wide (i.e. mock OSHA), equipment risk assessment, SOP/Task Hazard Analysis, etc.

2. Safety Training & Education

- Design and deliver customized safety training programs in a variety of formats (live instruction, remote instruction, self-paced e-Learning)
- Provide access to safety Learning Management System (LMS) for self-paced learning including pre-built training content.
- Train-the-Trainer programs to ensure organization can self-manage safety education.

3. Compliance and Regulatory Assistance

- Identify compliance gaps within operations (i.e. OSHA, DOT, etc)
- Identify opportunities for best-in-class solutions with industry and consensus safety standards (i.e. ANSI, NIOSH)
- Assist in compliant recordkeeping and documentation

4. Loss Control and Claims Management

- Analyze incident and insurance claim history to identify loss patterns
- Provide guidance on loss control strategies and claim submission process
- Advise on accident prevention measures to reduce the frequency and severity of claims
- Assist in the resolution of insurance claims and minimize financial loss

5. Safety Management System (SMS) Implementation and Support

- Guide in the development and implementation of sustainable safety management system
- Review existing safety procedures to identify compliance gaps and opportunities for improvement
- Participation in internal safety committees

Commercial Coverage Options

In addition to the below coverage options, there may be more insurance products available for your consideration.

Property

We do not determine property values, as we do not have any specific expertise in making this evaluation. It is in your best interest to evaluate the amount of your contents to determine the appropriate limits.

Additionally, it is in your best interest to seek a building valuation survey to determine the appropriate construction cost of any building coverage.

- Off Premises Power Failure
- Spoilage Coverage
- Business Income & Extra Expense
- Ordinance or Law
- Vacancy Permit
- Builders Risk
- Mfg Selling Price
- Property of Others
- Leased or Rented Property
- Peak Season Coverage
- Equipment Breakdown
- Earthquake
- Flood
- Dependent Property

General Liability

Higher limits may also be available for General Liability coverages.

- Employment Practices Liability
- Liquor Liability
- Employee Benefits Liability
- Product Recall Coverage
- Pollution Liability

Inland Marine

- Installation Floater
- Replacement Cost
- Miscellaneous Tools / Equipment
- Leased or Rented Equipment
- Sign Coverage
- Scheduled Equipment / Tools
- Valuable Papers / Accounts Receivable
- Bailee Liability
- Patterns, Dies, Molds

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

Crime

- Employee Dishonesty
- Forgery / Alterations
- Money & Securities

Business Auto

- Drive Other Car
- Hired & Non-Owned Auto Liability
- Hired Car Physical Damage

Miscellaneous

- Umbrella Liability / Higher Limits on Current Umbrella
- Professional Liability
- Data Breach / Cyber Liability
- Directors & Officers Coverage
- Fiduciary Liability
- Bonds
- Trade Credit Insurance

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

Cyber Liability Quiz

What is your Internet Privacy and/or Security Risk?

Take this quick quiz to determine your level of risk.

1. Are you involved in any of the following industries:
 - Education
 - Healthcare
 - Financial Services
 - Retail
2. Do you provide services to clients on your website?
3. Do you collect, receive, transmit or store personally identifiable information or personal health information? For example, Social Security numbers, driver's license numbers, email addresses, bank account numbers, credit/debit card numbers, etc.
4. Do you need to develop or update procedures to comply with privacy legislation? For Example, Health Insurance Portability and Accountability Act – HIPPA, The Gramm-Leach Bliley Act or other legislation with respect to the protection of other confidential information?
5. Do your employees use laptops, cell phones, smart phones, or tablets?
6. Do you store sensitive data on your network in the cloud or even in paper files?
7. Do you manage the content of your website and/or host the infrastructure yourself instead of using a third party?
8. Do you have a Written Information Security Plan?

Your Score:

2 or less answered yes:

Your risk is low. However, Cyber Liability coverage is worth considering.

3 to 4 answered yes:

Your risk is great and obtaining Cyber Liability should be a priority.

5 or more answered yes:

Your risk is significant! Without proper coverage afforded by Cyber Liability, the financial wellbeing of your company is at risk!

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.



Life Insurance Review and Audit Program

For individuals and families

- Life insurance
- Return of premium life insurance
- Annuities
- Disability income protection
- Long-term care
- Life insurance review and audit program
- Individual mortgage pay-off in event of death

For business owners

- Business continuation planning (life and disability insurance)
- Key person coverage (life and disability insurance)
- Debt coverage or life insurance required by bank
- Estate analysis – legacy trust
- Executive owner premier audit program
- Voluntary products

As a client Alera Group, you are eligible to take advantage of our Life Insurance Review and Audit Program free of charge. An evaluation of your personal and business life insurance policies can provide the reassurance your plans are set to meet your needs when and how you expect them to.

Our seasoned Life Insurance and Executive Benefits team will provide an in-depth and objective review of the life insurance you have in place today. With direct access to more than 30 insurance carriers, we will propose only the best alternatives directly in line with your goals and budget. Life insurance coverage can change over time, therefore we recommend policies be reviewed every three years.

Since over 80% of life insurance policies don't live up to client expectations due to overpriced premiums, incorrect design, or early termination, this review is of tremendous value by providing peace of mind and protection for what matters most.

If you are interested in Alera Group's life insurance services, contact your sales executive to get started.



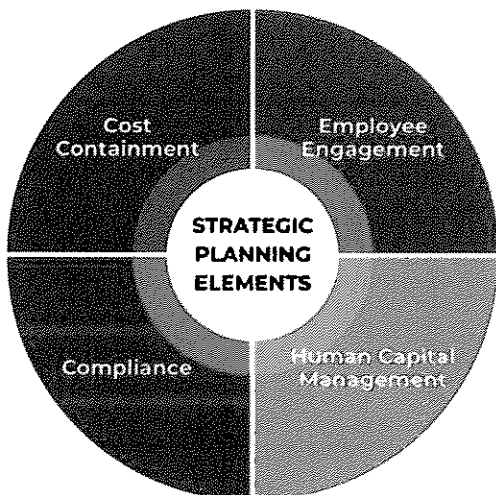
Strategic Employee Benefits Planning

INNOVATIVE STRATEGIES. ACTIONABLE POWERFUL RESULTS.

The key to a successful and sustainable employer-sponsored health plan is being proactive. An employer's value perception is maximized when employees receive benefits that meet their unique needs.

Our innovative approach to strategic benefits planning helps employers evaluate their current needs, explore new opportunities, and identify goals for the future - all while keeping their employees front and center. The end result of this process? A custom Playbook - a clear, multi-year strategic plan with actionable steps to take your benefits plan from where it is today to where it needs to be in the future.

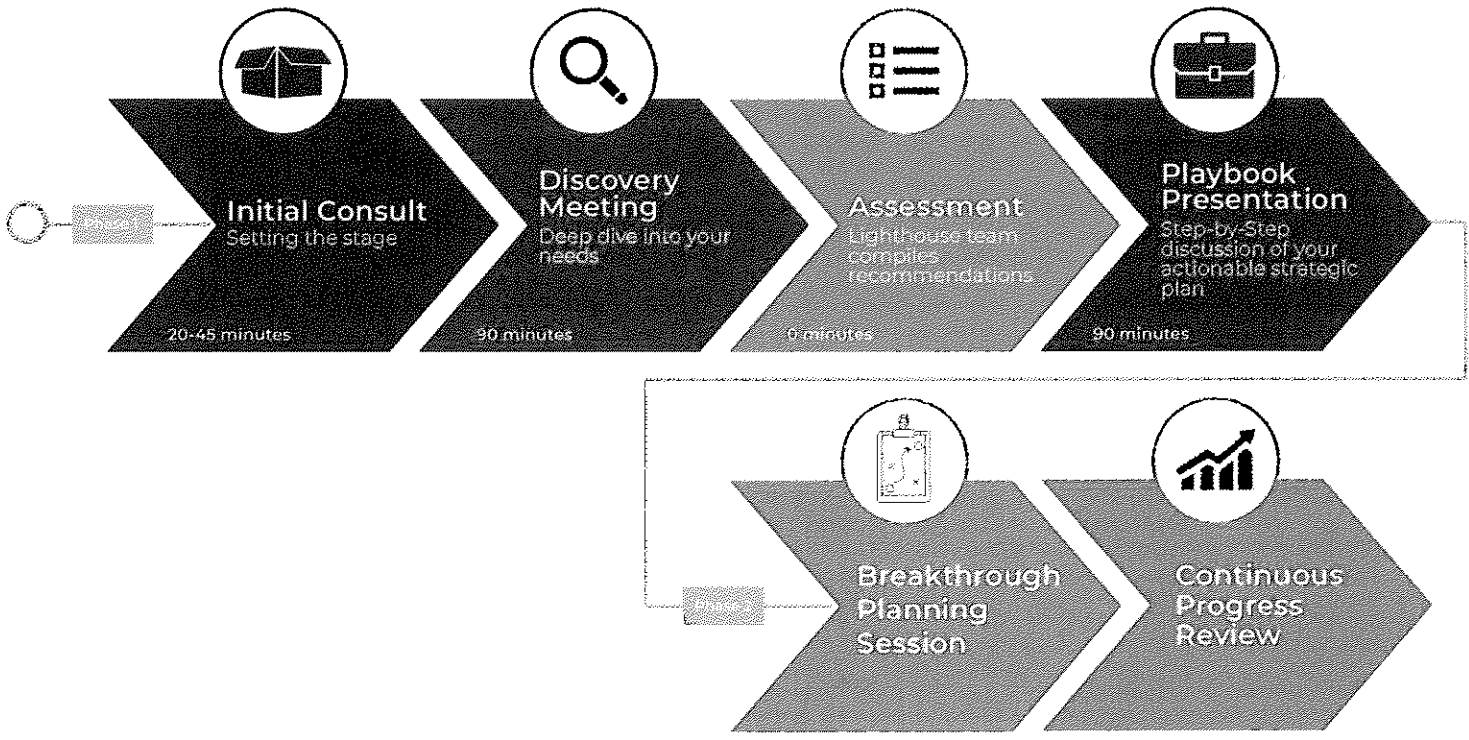
Moving forward, your Playbook will guide your organization's benefit decisions, ultimately resulting in a greater return on investment for every dollar spent on your employee benefit programs.



YOUR PLAYBOOK WILL HELP:

- Create a high-value perception of benefit programs
- Educate and engage employees in healthcare
- Improve administrative procedures
- Control costs through creative plan design
- Maintain organizational compliance

The Alera Group Playbook process creates a roadmap to help achieve each client's perfect vision of their benefit programs and platform.



240404-T



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

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD \$300,000 TO THE NORTH FLINT FOOD CO-OP

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 \$300,000 of ARPA funds, previously obligated for revenue replacement, to North Flint Food Market Cooperative.

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

Account	Description	Amount
101-728.019-801.000	North Flint Food Market Cooperative	\$300,000

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 North Flint Food Market Cooperative in the amount of \$300,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

CLYDE D. EDWARDS / AD297

CLYDE D. EDWARDS / AR287 (Aug 30, 2024 11:35 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

Joseph Kaptz

Joseph Kaptz (Aug 30, 2024 09:44 EDT)

Joseph Kaptz, City Attorney

Phillip Moore

Phillip Moore (Aug 30, 2024 10:20 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PREPARED BY: Seamus Bannon

VENDOR NAME: North Flint Food Co-Op

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The North Flint Food Market Cooperative (NFFM) is Flint's first cooperative grocery. A co-op is different from a traditional grocery store because it is owned by its members. Community members and organizations can purchase memberships as an investment during the store's development and once it is opened.

Everyone will have the ability to purchase food at the market when it opens, however only members will receive certain perks. When the market opens for business, residents will have access to healthy foods not currently available in this area which has been labeled as a food desert.

The NFFM will provide employment and job training opportunities for local residents. The goal will be to create careers for residents who live in nearby neighborhoods. Individuals who work at the market will have advancement opportunities allowing them to establish long-term employment.

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:

Everyone will have the ability to purchase food at the market when it opens, however only members will receive certain perks. When the market opens for business, residents will have access to healthy foods not currently available in this area which has been labeled as a food desert.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

The NFFM will provide employment and job training opportunities for local residents. The goal will be to create careers for residents who live in nearby neighborhoods. Individuals who work at the market will have advancement opportunities allowing them to establish long-term employment.

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 \$300,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the North Flint Food Co-Op

Account	Description	Amount
101-728.019-801.000	North Flint Food Market Cooperative	\$300,000

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: [Signature] Date: 08/29/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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

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

DEPARTMENT HEAD SIGNATURE:

Shelby Sparks-Green
Shelby Sparks-Green (Aug 24, 2024 09:32 EDT)

(Name, Title)

240506-T

RESOLUTION: _____

PRESENTED: 11-11-2024

ADOPTED: _____

RESOLUTION FOR AN ADDITIONAL VOTERS NOT POLITICIANS EDUCATION FUND GRANT AWARD TO THE FLINT CITY CLERK’S OFFICE TO SUPPORT COMMUNICATIONS AND PUBLIC RELATIONS FOR THE NOVEMBER 5, 2024 GENERAL ELECTION

BY THE CITY CLERK:

Count MI Vote Education Fund, dba Voters Not Politicians Education Fund, is a Michigan non-profit, grassroots pro-democracy organization that engages with Michigan’s state legislators to pass good-governance reforms to protect voting rights; and

The Voters Not Politicians Education Fund awarded the Flint City Clerk’s Office a grant, in the amount of \$14,000.00, to support its communications and public relations efforts for the November 5, 2024 General Election. An additional grant, in the amount of \$5,500.00, has been awarded for the same purpose. The grant period for this award begins upon receipt of the funding and continuing through November 6, 2024; and

The Grant Code for this grant award is OCMIV-VNP24, and the Account Number is 296-101.024-850.000.

IT IS RESOLVED, that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Count MI Vote Education Fund, dba Voters Not Politicians Education Fund, to the Flint City Clerk’s Office to support communications and public relations efforts for the November 5, 2024 General Election, and to abide by the terms and conditions of the grant award agreement, in the amount of \$5,500.00, for a total grant award amount of \$19,500.00.

FURTHER RESOLVED, that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph Kuptz, Acting City Attorney

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator

VOTERS NOT POLITICIANS EDUCATION FUND 2024 SUBGRANT AGREEMENT

This subgrant agreement ("Agreement") is entered into between Count MI Vote Education Fund d/b/a Voters Not Politicians Education Fund, a Michigan non-profit corporation ("Grantor") and City of Flint–City Clerk's Office("Grantee") (collectively, the "Parties"). Grantee agrees to provide services ("Services") supporting Communications/Public Relations("Project") upon the terms and conditions set forth in Schedule A.

1. **Grant Period:** The subgrant period shall commence on the Date of Execution and expire on [November 6, 2024], unless terminated by one of the parties in accordance with Paragraph 6 of this Agreement. The Date of Execution is the date as of which both Parties have executed the Agreement.
2. **Grant Funds:**
 - a. The Voters Not Politicians Education Fund shall grant ~~\$5,500.00~~ to [City of Flint–City Clerk's Office] for the services and fees in Schedule A.
 - b. Subgrant funds shall be used by Grantee for the sole purpose of furnishing Services during the Grant Period. Grantee agrees to repay any portion of unused funds remaining at the end of the Grant Period.
 - c. Grantee shall not use any of the subgrant funds to engage in lobbying activities, to influence any election, to engage in any political activity or any other activity that is prohibited by Section 501(c)(3) of the Internal Revenue Code, or to support any person or organization engaged in terrorist activity.
3. **Compliance:** Grantee agrees to comply with all applicable laws, rules and regulations. Grantee represents to Grantor that (i) it has obtained all licenses, permits, and/or approvals necessary for the performance of the Services, and (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, or approvals or in violation of any applicable law or regulation.
4. **No Liability for Grantor:** Grantee shall furnish evidence to Grantor of adequate insurance coverage for all activities identified in Schedule A. Grantee shall release, indemnify, and forever hold harmless Grantor for any liabilities arising out of Grantee's activities in relation to this Agreement.
5. **Reporting:** Grantee agrees to submit within thirty (30) days after the end of the

Grant Period, a report on Services performed, which includes (1) a certification that all uses of grant funds were and are consistent with charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code; and (2) an accounting of how grant funds were used.

6. **Confidential Information:** During or after the Grant Period, Grantor or third parties may disclose to the Grantee, or the Grantee may otherwise encounter, certain confidential, non-public information relating to the Grantor ("Confidential Information"). The term "Confidential Information" means any information or material which is proprietary to the Grantor, whether or not owned or developed by the Grantor, which is not generally known other than by the Grantor, and which the Grantee may obtain through any direct or indirect contact with the Owner or third parties. Notwithstanding any other provision of this Agreement, no formal identification of written information or other materials as Confidential Information shall be required to protect the same as Confidential Information hereunder. Grantee agrees to use Grantor's Confidential Information solely to carry out its duties in accordance with this Agreement, and not for any other purpose. Grantee shall hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Grantor. **This provision shall remain in force in perpetuity, notwithstanding the expiration or termination of this Agreement.**

7. **Termination:** This Agreement may be terminated (1) **prior to the start of the Grant Period**, by either party, in writing, with or without cause, at any time; or (2) **during the Grant Period** by either party, with or without cause, with thirty (30) days written notice sent to jamie@votersnotpoliticians.com on behalf of Grantor or [Davina Donahue, City Clerk] on behalf of Grantee, respectively. Grantee will be responsible for rendering Services through the expiration or termination date, whichever occurs first. Grantor shall not be obligated to compensate Grantee for any Services rendered or costs or expenses incurred after the termination or expiration of this Agreement. Grantee shall be entitled only to a pro rata share of the Grant Funds for partial performance of Services during the Grant Period.

8. **Independent Contractor:** The relationship between Grantor and Grantee intended to be created by this Agreement is that of client and independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Grantee shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Grantor. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

- 9. Materials & Information.** Grantor is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for Grantee to perform the Services. Grantee acknowledges that Grantee shall not acquire any intellectual property rights to any materials furnished by Grantor or any and all content and visual designs created, produced, delivered, or managed by Grantee on behalf of Grantor pursuant to this Agreement, except the limited, non-exclusive right to use such materials in furtherance of Grantee's provision of Services, even if suggestions, comments or ideas made by Grantee are incorporated into the materials.
- 10. Publicity: Limited License to Use.** Grantee agrees to acknowledge "Voters Not Politicians Education Fund" at Grantor's discretion, in all press releases, news conferences and other media contacts concerning Services funded by the Grant Funds. Grantor reserves all rights to its service marks, logos and branding, registered or unregistered ("Marks"), and the right to revoke permission to use any Marks for any reason.
- 11. Conflicts of Interest.** Grantee shall immediately disclose any other clients that may pose a conflict of interest with Grantor. Grantee agrees that it shall not convey to, or use in connection with any work for, any other client of Grantee, any information whatsoever about the strategy, plans, projects, activities or needs of Grantor, or any other information obtained from and/or used in connection with providing services to Grantor hereunder. Grantee agrees that it shall not convey to, or use in connection with any work for, Grantor, any information whatsoever about the strategy, plans, projects, activities or needs of any other client of Grantee, or any other information obtained from and/or used in connection with providing services to such other client. Grantee represents and warrants that neither Grantee nor any affiliate of Grantee shall, without the express, written agreement of Grantor: (a) pay any portion of any payment made hereunder to any third party, or (b) receive any payment from any third party in the form of a subcontracting fee, referral commission, finder's fee or other similar arrangement in connection with any work for Grantor. Grantee agrees to cooperate in good faith with any reasonable request made by Grantor to confirm the accuracy of the representations and warranties made hereunder. Grantee further agrees to indemnify Grantor for any breach of the representations and warranties made hereunder. The foregoing covenants shall survive termination of this Agreement.
- 12. Additional Provisions.** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Michigan without regard to its conflict

of law principles. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void. The waiver of either party of a breach of this agreement shall not be construed as a waiver of any subsequent breach, nor shall any delay or omission on the part of a party to exercise or avail itself of any right or remedy operate as a waiver of any right or remedy.

13. Entire Agreement and Savings Clause. This Agreement embodies the entire understanding of the parties and there are no other Agreements or understandings, oral or written, between the parties relating to the subject matter thereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of such parties by their respective representatives. In the event any part of this Agreement is adjudicated to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the date(s) written below. This Agreement shall not be binding until it is signed by Grantor and Grantee.

Grantor Voters Not Politicians Education Fund

By: _____ Date: _____
Jamie Lyons-Eddy, Executive Director

[Grantee]

By:  Date: 10/21/2024

Name: DAVINA DOWNHISE
Position: City Clerk
Organization: City of Flint/Elections

Schedule A

Program & Deliverables

Funds will be utilized to buy radio ads related to the November 2024 Election, as directed by the Clerk of the City of Flint.

Payment Schedule

100% within 10 days of the Effective Date, upon Grantor's receipt of Form W-9 and Invoice sent to votersnotpoliticians@bill.com and jamie@votersnotpoliticians.com.

240512-T



RESOLUTION NO.: _____

PRESENTED: 11-20-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH INNOVATIVE SOFTWARE SERVICES, INC.

WHEREAS,

The City of Flint Customer Service Center uses Innovative Software for Income Tax services. The scope of Income Tax services provided includes processing, collection, account reconciliation, compliance programs, and issuance of refund checks for the City of Flint. This makes Innovative Software a sole source provider for the listed services.

Innovative has submitted a proposal that includes a 2-year proposal for income tax services for calendar years 2024 and 2025; and

Whereas, The Customer Service Department requests to enter into a 2-year contract with Innovative Services. Funding will come from the following accounts:

Account Number	Account Name	Amount
101-253.200-801.000	Treasury Operations Professional Services	FY25 \$763,894.80
101-253.200-801.000	Treasury Operations Professional Services	FY26 \$763,894.80
2 Year Grand Total		\$1,527,789.60

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Innovative Software Services Inc. for income tax processing and collection for a total amount not to exceed \$763,894.80 for Fiscal Year 2025, and an amount not to exceed \$763,894.80 for Fiscal Year 2026. Funding is to come from Professional Services Account number 101-253.200-801.000.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph Kuptz
Joseph Kuptz (Nov 6, 2024 14:30 EST)

Joseph Kuptz, Acting City Attorney

Phillip Moore
Phillip Moore (Nov 6, 2024 14:26 EST)

Phillip Moore, Chief Financial Officer

CLYDE D EDWARDS / A0338
CLYDE D EDWARDS / A0338 (Nov 6, 2024 14:46 EST)

Clyde Edwards, City Administrator

City Council



CITY OF FLINT

** STAFF REVIEW FORM **

October 9, 2024

TODAY'S DATE: October 29th 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Income Tax Processing for City of Flint

PREPARED BY: K Fowler

VENDOR NAME: Innovative Software

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Customer Service center desires to enter into a 2-year contract with Innovative Software. Innovative is the current provider for processing and collection of income taxes, receipt of payments, account reconciliation, compliance programs and issue refund checks for the City of Flint. Innovative Software is compatible with our Income Tax system and is set to our specifications making them a necessary sole source for the city's income tax processing needs. Customer Service Center will continue to rely on Innovative services until the State of Michigan assumes these duties, which is expected to begin starting January 2027.

Innovative has submitted a proposal for Income Tax Services for FYE25 for \$763,894.80 and the same rate for FYE26 for \$763,894.80 which includes the following services:

Process	Quantity	Price	Discount	Extended Price
Entering Returns (All Types)	37,960	\$1.95	\$0.00	\$74,022.00
Auditing Resident / Non-Resident Returns	33,171	\$1.60	\$0.00	\$53,073.60
Auditing Corporate Returns	152	\$3.75	\$0.00	\$570.00
Refunds (All Types)	7,926	\$0.80	\$0.00	\$6,340.80
1099 Processing	9,803	\$0.80	\$0.00	\$7,842.40
Letters and Bills Processing	32,210	\$1.00	\$0.00	\$32,210.00
Payment Processing	56,825	\$0.70	\$0.00	\$39,777.50
W2 Posting	103,010	\$0.70	\$0.00	\$72,107.00
Bad Address Changes	10,425	\$1.00	\$0.00	\$10,425.00
W3 Reconciliation	3,687	\$13.50	\$0.00	\$49,774.50
Imaging - 1040 and Corporate Forms per page	181,000	\$0.30	\$0.00	\$54,300.00
State Tape Processing	1	\$20,000.00	\$0.00	\$20,000.00
CityTax Annual Maintenance Costs	1	\$44,457.00	\$10,000.00	\$34,457.00
Annual Admin (Tel, Fax, Systems, Courier)	1	\$74,700.00	\$0.00	\$74,700.00
E-Filing	20,000	\$4.50	\$0.00	\$90,000.00
Estimated Processing Total				\$619,599.80
Annual Employee Staffing Cost	1	\$101,295.00	\$0.00	\$101,295.00
Printed Forms-1040 & 1099 & Refund Checks	1	\$9,500.00	\$0.00	\$9,500.00
Envelopes/Paper/Checks	1	\$3,500.00	\$0.00	\$3,500.00
Mailing Cost as Incurred	1	\$30,000.00	\$0.00	\$30,000.00
Total Estimate				\$763,894.80



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

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
FYE20	101-253.201-801.000	\$571,220.00	\$571,220.00	\$479,454.31	2013EM122
FYE21	101-253.201-801.000	\$470,191.11	\$470,191.11	\$470,191.11	2013EM122
FYE22	101-253.201-801.000	\$682,627.00	\$682,627.00	\$682,591.72	210575
FYE23	101-253.201-801.000	\$665,525.08	\$665,525.08	\$578,219.76	210575
FYE24	101-253.201-801.000	\$730,000.00	\$730,000.00	\$606,744.04	210575

Section III.

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

Innovative, as the city's income tax provider, has staffing and software needed to process city income tax returns and payments. Customer Service does not have the resources to handle in house. Attached proposal outlines all the services provided by Innovative.

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
CSC	Professional Services	101-253.200-801.000		\$763,894.80
FY25 GRAND TOTAL				\$763,894.80



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 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 \$763,894.80

BUDGET YEAR 2 \$763,894.80

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 250009515

ACCOUNTING APPROVAL: A Trujillo Date: 10/29/24

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

Section V: RESOLUTION DEFENSE TEAM:

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

	NAME	PHONE NUMBER
1	Amanda Trujillo	810-766-7015
2	Paul Borle	810-766-7266
3	Phillip Moore	810-766-7266

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Amanda Trujillo
Amanda Trujillo (Nov 5, 2024 15:18 EST)
Amanda Trujillo City Treasurer

DEPARTMENT HEAD SIGNATURE: Phillip Moore
Phillip Moore (Nov 5, 2024 15:51 EST)
Phillip Moore CFO

ADMINISTRATION APPROVAL: CLYDE D EDWARDS
CLYDE D EDWARDS (Nov 6, 2024 11:23 EST)
Clyde Edwards City Administrator



Innovative Software Services, Inc.

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

July 1, 2024

Mr. Sheldon Neeley
1101 S Saginaw St.
Flint, Michigan 48501

Dear Mr. Neeley:

I have prepared the estimate for continued income tax processing for the next three years. The estimate is based upon 2023 calendar year tax data.

Innovative Software Services, Inc. in working with City of Flint staff has resulted in an increase in collections over the years and we look forward to increasing collections even more. All cities are unique, but in one case we achieved revenue growth from 8 million in 2008 to over 19 million 2023 and we are still growing that revenue stream even larger today.

Innovative Software Services utilizes advanced Windows® technology in the development of software designed for state and local governments and private industry. Among our products is CityTax™, the most flexible and modern income tax processing software on the market today.

Enclosed you will find several CityTax Processing™ documents for your review:

1. Description of Service Options
2. Processing Proposal
3. Revised CityTax Service Agreement.
4. References

Please let me know your thoughts. If you have questions or concerns, please contact me at 517-663-5710.

Sincerely,

Rick Carpenter, President

Enclosures (2)



Innovative Software Services, Inc.

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

CityTax Processing City of Flint Description of Services

• • • • •
“The Local Income Tax Solution”

July 1, 2024

Introduction

The following is an outline that describes each function contained within the proposal that Innovative Software Services, Inc. will provide to the City of Flint.

Preface

If the City of Flint decides to retain staff of their own and to have the mail delivered directly to the City of Flint, then an average of two days each week a certified courier will pick up and deliver all documents received by the City of Flint. If it is agreed upon that all mailings will be delivered directly to a PO Box supplied by Innovative Software Services, Inc. the courier service will not take place and federal express will be used for minor mailing quantities, such as tax related documents dropped off directly to the City of Flint by taxpayers.

With the exception of payments, all processing will be completed within two weeks of the date of delivery. Payments will be processed and deposited into the City of Flint's bank account within two days of receipt: except in very rare cases such as bank holidays, tax filing deadline day, withholding deadline day, etc.

Innovative Software Services, Inc. will not represent the City of Flint for disputes of taxpayers who have appealed to board of review, tax tribunal, or state tax commission or any other municipal matters. Innovative Software Services, Inc. will supply all required documentation and aid in advising city personnel in these matters.

Innovative Software Services, Inc. will not respond to press inquiries concerning the income tax operation. Innovative Software Service, Inc. will supply all required documentation requested by the City of Flint.

The audit criteria used in all facets of income tax processing must be defined and provided by the City of Flint.

The City of Flint will be responsible for designing and distributing all tax forms. Innovative Software Services, Inc. will provide any data required for the printing process such as names, addresses, etc.

Entering Tax Returns

This process covers entry of all basic tax return form information and a general review of the returns. This process does include the opening of mail, sorting and batching of returns.

Auditing of Resident/Non-Resident Tax Returns

This process covers all audit procedures for Resident and Non-Resident Tax Returns as defined by the City of Flint.

Auditing of Corporate Tax Returns

This process covers all audit procedures for all Corporate, Partnership, and Business Tax Returns as defined by the City of Flint.

Refunds (All Types)

This process covers all refund processing for the City of Flint. This does include the actual printing of checks.

1099 Processing

This process covers all printing and electronic submission of 1099s.

Letters and Invoice Processing

This process covers all printing and mailing of the City of Flint defined letter and invoice procedures. This also includes the State tape process and any additional interface methods defined by the City of Flint.

Payment Processing

This procedure covers entry of all payments into the CityTax system. In addition, this covers the daily deposits.

W2 Posting

This process covers all posting of all W2 information as specified by the City of Flint received via Employers or Employees.

W3 Reconciliation

This process covers the reconciliation of Employer W3 submissions.

Annual Employee Staffing

If the City of Flint decides to outsource all functions of the Local Income Tax Processing and elects not to retain at least one (1) staff member qualified as a Tax Administrator, then an Annual staffing charge will be imposed.

Annual Administration Cost

The annual administration cost covers all hardware and software upgrades, telephone and administration. This fee is imposed if the City of Flint decides to outsource all facets of the Local Income Tax Processing operation including the scenario whereas the City of Flint retains an income tax administrator of their own.

Mailing Costs

All mailing costs shall be covered by the City of Flint and will be charged back to the City of Flint on an as incurred basis. An estimated mailing cost based upon all processes is outlined in this proposal.

Data Backups

Database snapshots are performed throughout the day and also a full backup is performed every business night. Backups are stored in a secure environment.

Duties/Issues that must be conducted by the City of Flint include

- Make the final determination concerning non-routine audit adjustments.
- Pursue the final stages of collections of amounts due.
- Waiver of penalty and interest.
- Conduct Board of Review Cases.
- Design and update tax forms.
- Determine all income tax policies.
- Answer all inquiries concerning income tax revenue.
- Approve payment plans not determined to be standard as defined by the City of Flint
- Make determination concerning accounts receivable write offs.

If the City of Flint elects to retain one (1) income tax employee with local tax administration qualifications the following duties will be conducted by that employee:

- Make the final determination concerning non-routine audit adjustments.
- Pursue the final stages of collections of amounts due (including NSF replacement).
- Deal with taxpayer phone calls and visits.
- Reconcile payment information received daily from Innovative Software Services, Inc with Accounting/Treasury.
- Conduct annual compliance testing.
- Register new employers.
- Waive penalty and interest.
- Conduct Board of Review Cases.
- Design and update tax forms.

Annual Software Support

The Annual Software Support will be reduced by the amount shown in the proposal.



Innovative Software Services, Inc.

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

CityTax Processing City of Flint Proposal

• • • • •
“The Local Income Tax Solution”

Proposal
Maintenance Agreement
References

July 1, 2024

CityTax Processing

“The Local Income Tax Solution”

**City of Flint
Proposal**

Process	Quantity	Price	Discount	Extended Price
Entering Returns (All Types)	37,960	\$1.95	\$0.00	\$74,022.00
Auditing Resident / Non-Resident Returns	33,171	\$1.60	\$0.00	\$53,073.60
Auditing Corporate Returns	152	\$3.75	\$0.00	\$570.00
Refunds (All Types)	7,926	\$0.80	\$0.00	\$6,340.80
1099 Processing	9,803	\$0.80	\$0.00	\$7,842.40
Letters and Bills Processing	32,210	\$1.00	\$0.00	\$32,210.00
Payment Processing	56,825	\$0.70	\$0.00	\$39,777.50
W2 Posting	103,010	\$0.70	\$0.00	\$72,107.00
Bad Address Changes	10,425	\$1.00	\$0.00	\$10,425.00
W3 Reconciliation	3,687	\$13.50	\$0.00	\$49,774.50
Imaging - 1040 and Corporate Forms per page	181,000	\$0.30	\$0.00	\$54,300.00
State Tape Processing	1	\$20,000.00	\$0.00	\$20,000.00
CityTax Annual Maintenance Costs	1	\$44,457.00	\$10,000.00	\$34,457.00
Annual Admin (Tel, Fax, Systems, Courier)	1	\$74,700.00	\$0.00	\$74,700.00
E-Filing	20,000	\$4.50	\$0.00	\$90,000.00
Estimated Processing Total				\$619,599.80
Annual Employee Staffing Cost	1	\$101,295.00	\$0.00	\$101,295.00
Printed Forms-1040 & 1099 & Refund Checks	1	\$9,500.00	\$0.00	\$9,500.00
Envelopes/Paper/Checks	1	\$3,500.00	\$0.00	\$3,500.00
Mailing Cost as Incurred	1	\$30,000.00	\$0.00	\$30,000.00
Total Estimate				\$763,894.80

****Proposal valid for 60 days****

CITYTAX PROCESSING PROPOSAL

Seller:

Innovative Software Services, Inc
157 South Main Street
Eaton Rapids, Michigan 48827 USA

By:  Date: July 1, 2024
Rick Carpenter, President

Buyers:

City of Flint
1101 S Saginaw St.
Flint, Michigan 48501 USA

Approved
By: _____ Date: _____
Sheldon Neeley , Mayor

Attest
By: _____ Date: _____

Approved as to Form
By: _____ Date: _____

Certification of Funds
By: _____ Date: _____

CITYTAX PROCESSING PAYMENT AGREEMENT

EXHIBIT A Payment Provisions

City of Flint will pay Innovative Software the contracted fees at the following schedule:

Billed and Due Annually:

- Annual Maintenance Agreement – 100% (see Section 2, CityTax Service Contract)

Billed and Due Monthly as Incurred:

- All Processing Functions

Payment Terms

- Payment is due upon receipt of the invoice

Interest Penalty on Past Due Accounts

- An interest rate of 1.5% monthly (18% annually) will be added to an account not paid after 30 days from the invoice date.



Innovative Software Services, Inc.

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

CITYTAX ANNUAL MAINTENANCE AGREEMENT

This Agreement is made effective as of July 1, 2024, by and between Innovative Software Services Inc, of 157 South Main Street, Eaton Rapids, Michigan 48827, USA and City of Flint, of 1101 S Saginaw St., Flint, Michigan 48501, USA.

In this Agreement, the party who is contracting to receive services shall be referred to as "City of Flint", and the party who will be providing the services shall be referred to as "Innovative Software".

Innovative Software has a background in software development, consulting and support and is willing to provide services to City of Flint based on this background.

City of Flint desires to have services provided by Innovative Software.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on July 1, 2024, Innovative Software will provide the following services, (collectively, the "Services"): Unlimited phone support for Innovative Software's CityTax software program. Customer requested on-site support to be billed on a time and material basis at the current rate of one hundred seventy five dollars (\$175.00) per hour. Services include updates of the CityTax programs, applications and systems without charge (except for shipping and handling charges). Updates are enhancements of specified software that are designed to improve or correct its performance. Changes in software configuration, vendor use patterns or an increase in vendor use are not included in updates which are available from Innovative Software at prevailing rates.

2. PAYMENT. City of Flint will pay a fee to Innovative Software for the Services in the amount of \$34,457. The Maintenance Agreement shall be payable annually beginning on the date of installation. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Innovative Software shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Innovative Software has not yet been paid.

3. TERM/TERMINATION. This Agreement shall be effective for a period of two years and shall automatically renew for successive terms of the same duration, unless either party provides 90 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

CITYTAX ANNUAL MAINTENANCE AGREEMENT

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Innovative Software is an independent contractor with respect to City of Flint, and not an employee of City of Flint. City of Flint will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Innovative Software.

5. EMPLOYEES. Innovative Software's employees, if any, who perform services for City of Flint under this Agreement shall also be bound by the provisions of this Agreement.

6. ASSIGNMENT. Innovative Software's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City of Flint.

7. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

a. Consultant's Intellectual Property. Innovative Software personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Innovative Software (or Innovative Software's employees, if any) during the term of this Agreement shall be the property of Innovative Software, subject to City of Flint's right to acquire such Intellectual Property on terms agreeable to Innovative Software and City of Flint. City of Flint will not acquire shop rights or an interest in any way in such Intellectual Property by virtue of the development, experimentation, or adaptation for manufacture, sale, or use.

8. CONFIDENTIALITY. Innovative Software recognizes that City of Flint has and will have the following information:

- Business affairs
- Process information
- Customer lists

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of City of Flint. Innovative Software agrees that Innovative Software will not at any time or in any manner, either directly or indirectly, use any Information for Innovative Software's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of City of Flint. Innovative Software will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

CITYTAX ANNUAL MAINTENANCE AGREEMENT

9. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that Innovative Software has disclosed (or has threatened to disclose) Information in violation of this Agreement, City of Flint shall be entitled to an injunction to restrain Innovative Software from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. City of Flint shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for City of Flint:

Sheldon Neeley, Mayor
City of Flint
1101 S Saginaw St.
Flint, Michigan 48501

IF for Innovative Software:

Innovative Software Services Inc
Rick Carpenter, President
157 South Main Street
Eaton Rapids, Michigan 48827
USA

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

CITYTAX ANNUAL MAINTENANCE AGREEMENT

- 12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- 16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Michigan.

CITYTAX ANNUAL MAINTENANCE AGREEMENT

Agree To:

City of Flint
1101 S Saginaw St.
Flint, Michigan 48501

Approved

By: _____ Date: _____
Sheldon Neeley, Mayor

Attest

By: _____ Date: _____

Approved as to Form


By: _____ Date: _____

Certification of Funds

By: _____ Date: _____

Party providing services:

Innovative Software Services Inc
157 South Main Street
Eaton Rapids, Michigan 48827

By:  Date: July 1, 2024
Rick Carpenter, President

CITYTAX ANNUAL MAINTENANCE AGREEMENT

EXHIBIT A Intellectual Property

Innovative Software Services CityTax software program, applications, and systems, the City of Flint may not edit, modify or merge into other software materials, the computer software programs, applications and systems purchased from Innovative Software. Such modifications by the City of Flint will immediately invalidate Innovative Software's obligation to support the City of Flint's affected programs, applications and systems, unless Innovative Software has been advised of the proposed modifications, in writing, prior to the modification of the system and has agreed, in writing, to support the modified programs, applications and systems. Further, any such modifications may subject the City of Flint to claims by Innovative Software based on a claim of United States copyright or patent infringement.



Innovative Software Services, Inc.

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

Innovative Software Services Customer References

• • • • • • • • •

“Developers of Innovative Software”

January 01, 2024

City of Albion, MI
Population 10,066
Tom Mead, Finance Director/Treasurer
112 W. Cass Street
Albion, Michigan 49224
Phone: (517) 629-5535

City of Ionia, MI
Population 5,935
Nancy Rutledge, Income Tax Administrator
114 N. Kidd Street
PO Box 512
Ionia, MI 48846
Phone: (616) 527-5729

City of Battle Creek, MI
Population 54,000
Vickie Kammerud, Income Tax Administrator
10 N. Division St.
P.O. Box 1657
Battle Creek, MI 49016-1657
Phone: (616) 966-3346

City of Jackson, MI
Population 38,000
Martin Griffin.
Income Tax Administrator/City Treasurer
212 W. Michigan Ave.
Jackson, MI 49201
Phone: (517) 788-4043

City of Big Rapids, MI
Population 12,603
Tom Paul, Income Tax Administrator
226 North Michigan Avenue
Big Rapids, MI 49307
Phone: (231) 592-4012

City of Lansing, MI
Population 119,128
Desiree Kirkland, Treasurer
124 W. Michigan Ave
Lansing, MI 48933
Phone: (517) 483-4114

City of Grand Rapids, MI
Population 193,700
Jennifer Woodard, Income Tax Administrator
300 Monroe Avenue NW
Grand Rapids, MI 49503
Phone: (616) 456-3026

City of Lapeer, MI
Population 7,759
Kay Hodges, Income Tax Administrator
576 Liberty Park
Lapeer, MI 48446
Phone: (810) 667-7155

City of Grayling, MI
Population 1,944
Lisa Johnson, City Treasurer
5688 M-72 West
Grayling, MI 49738
Phone: (989) 348-2131

City of Lincoln Park, MI
Bill Bohaln, DPW Director
500 Southfield Rd
Lincoln Park, MI 48146
(313) 386-9000

City of Hudson, MI
Population 2,499
Dixie Wright, Income Tax Administrator
12 N. Church St, P.O. Box 231
Hudson, MI 49247
(517) 448-8983

City of Marysville, OH
Population 15,942
Becky Arnott
125 E Sixth St.
Marysville, OH 43040
Phone: (937) 642-6015

City of Muskegon, MI
Population 40,900
Kenneth Grant, Income Tax Administrator
933 Terrace Street
Muskegon, MI 49443-0029
Phone: (231) 724-6932

City of Springfield, MI
Population 5,582
Vicki Kammerud, Compliance Officer
601 Avenue A
Springfield, MI 49015
Phone: (269) 965-8324

City of Muskegon Heights, MI
Population 13,300
Robert Jackson, City Treasurer
2724 Peck Street
Muskegon Heights, MI 49444
Phone: (231) 733-8800

City of Sylvania, OH
Population 17,301
Angie Kuhn, Income Tax Administrator
6730 Monroe Street
Sylvania, OH 43560
Phone: (419) 885-8943

City of Pontiac, MI
Population 72,800
Larry Kosofsky, Income Tax Compliance Officer
47450 Woodward Ave
Pontiac, MI 48342
Phone: (248) 758-3092

Medical Practice Support Services
Diane Yeager, President
2385 Delhi Commerce, Suite 2
Holt, MI 48842
Phone: (517) 694-7942

City of Portland, MI
Population 3,889
Angie Baum, Income Tax Clerk
259 Kent Street
Portland, MI 48875
Phone: (517) 647-2941

Snowmass Water & Sanitation District
Population 1,200
Kit Hamby, Director
177 Club House Drive
Snowmass Village, CO 81615
Phone (970) 923-2056

City of Saginaw, MI
Population 69,100
Janet Schramke, Utility billing Manager
1315 S. Washington
Saginaw, MI 48601
Phone: (989) 759-1654

Town of Baileys Harbor, WI
Population 400
Lois Pluff, Treasurer
7741 County Hwy. A
Baileys Harbor, WI 54202
Phone: (920) 830-9509

City of Sidney, OH
Population 20,211
Steve Stilwell, City Manager
201 W. Poplar St.
Sidney, OH 45365
Phone: (937) 498-8110

Town of Lawrence, WI
Population 1,700
Judy Benz, Clerk/Treasurer
2595 French Rd
DePere, WI 54115-9495
Phone: (920) 336-9131

Town of Wrightstown, WI

Population 1,934
Faye Wierschke
1728 Partridge Rd.
DePere, WI 54115
Phone: (920) 336-7099

Village of Lena, WI

Population 769
Janet Ragen
117 East Main Street, PO Box 176
Lena, WI 54139-0176
Phone: (920) 829-5226

Traverse Area District Library, MI

Dawn Buchanan, Business Manager
610 Woodmere
Traverse City, MI 49686
Phone: (231) 932-8527

Village of Mishicot, WI

Population 1,422
James Bydalek
511 East Main St.
Mishicot, WI 54228

Village of Black Creek, WI

Population 1,192
Sharon Blake, Village Clerk
P.O. Box 277
Black Creek, WI 54106
Phone: (920) 984-3295

Village of New Washington, OH

Population 987
Patricia Krebs, Income Tax Administrator
P.O. Box 488
New Washington, OH 44854
Phone: (419) 492-2656

Village of Constantine, MI

Population 2,095
Ruth Strawser, Village Clerk
101 White Pigeon Street
Constantine, MI 49042
(269) 435-2085

Village of Ottawa Hills, OH

Population 4,564
Karen Urbanik, Finance Director
2125 Richards Rd.
Ottawa Hills, OH 43606
Phone: (419) 536-1111

Village of Denmark, WI

Population 1,948
MiLissa Stipe
118 E. Main St., P.O. Box 310
Denmark, WI 54208-0310
Phone (920) 863-6400

Village of Suring, WI

Population 605
Carol Heise
604 Main Street
Suring, WI 54174
Phone: (920) 842-2333

Village of Hobart, WI

Population 1,000
Mary Smith, Clerk
2990 S. Pine Tree Rd.
Oneida, WI 54155
Phone: (920) 869-3802

Village of Walbridge, OH

Population 2,736
Patricia Crawford, Income Tax Administrator
111 N. Main Street
Walbridge, OH 43465
Phone: (419) 666-1830

Village of Waterville, OH

Population 4,828
Jenny Valentine, Income Tax Administrator
P.O. Box 140
Waterville, OH 43566
Phone: (419) 878-8102

City of Cadiz, OH

Population 3,308
Renee Davis, Income Tax Administrator
PO Box 352
Cadiz, OH 43907
Phone: (740) 942-8844

Village of Strasburg, OH

Population 2,310
Heather Lecce, Income Tax Administrator
358 5th ST SW
Strasburg, OH 44680
Phone: (330) 878-7213

City of Converse, TX

Population 11,508
Jerry Wilson, Finance Director
PO Box 36
Converse, TX 78109-0036
Phone: (210) 658-5356

City of Gillete, WI

Population 1,256
Lauri Cornelius, Utility Clerk
150 North McKenzie Avenue
Gillete, WI 54124
Phone: (920) 855-2255

Village of New Riegel, OH

Population 226
Valerie Hohman, Income Tax Administrator
PO Box 28
New Riegel, OH 44853
Phone: (419) 937-2698

City of Dublin, OH

Population 31,392
Faye Gibson, Income Tax Commissioner
PO Box 800
Dublin, OH 43017
Phone: (614) 410-6560

Village of Dresden, OH

Population 1,423
Ms. Trudy Ridenour, Tax Administrator
PO Box 132
Dresden, Ohio 43821
Phone: (740) 754-2569

City of Flint, MI

Population 124,943
Doug Bingaman, Income Tax Administrator
PO Box 289
Flint, MI 48501
Phone (810) 766-7470 ext 2108

City of Whitehall, OH

Population 19,201
Michelle Carberry, Income Tax Director
360 S Yearling Rd
Columbus, OH 43213
Phone: (614) 237-9803

City of Fairfield, OH

Population 42,097
Tom Hedge, Income Tax Administrator
701 Wessell Dr
Fairfield, OH 45014
Phone: (513) 867-5327

City of Oregon, OH

Population 19,355
Patricia Wast, Commissioner of Taxation
5330 Seaman Street
Oregon, OH 43616-2608
Phone: (419) 698-7033

Village of Gibsonburg, OH
Population 2,506
Robert A. Schroeder, Fiscal Officer
120 N Main St
Gibsonburg, OH 43431
Phone: (419) 637-7166

City of Lakeview, OH
Population 1,060
Teri Lamb, Tax Administrator
PO Box 105
Lakeview, OH 43331
Phone: (937) 843-3140

City of Springboro, OH
Population 12,380
Beth Eaton, Assistant Finance Officer
320 W Central Ave
Springboro, OH 45066
Phone: (937) 748-4351

City of Marion, OH
Population 35,318
Cathy Chaffin, Tax Administrator
223 West Center Street
Marion, OH 43302
Phone: (740) 387-6926

Village of Midvale, OH
Population 2,506
Cathy Feister, Tax Administrator
PO Box 109
Midvale, OH 44653
Phone: (330) 339-1939

City of Oakwood, OH
Population 9,215
Cindy Stafford, Finance Director
30 Park Avenue
Oakwood, OH 45419
Phone: (937) 298-0402

City of Kettering, OH
Population 57,502
Marcy Bare, Tax Manager
3600 Shroyer Rd
Kettering, OH 45429
Phone: (937) 296-2502

City of Bowling Green, OH
Population 29,636
Cheryl Layman, Tax Commissioner
304 N. Church Street
Bowling Green, OH 43402
Phone: (419) 354-6211

City of Walker, MI
Population 21,842
Julie Blok, Income Tax Administrator
4243 Remembrance Rd
Walker, MI 49504
Phone: (616) 791-6866

City of Hamtramck, MI
Population 22,976
Cathy Square, EM
3041 Evaline
Hamtramck, MI 48212
Phone: (313) 870-0315

City of Pomeroy, OH
Population 1,966
Jean A. Durst, Tax Administrator
PO Box 666
Pomeroy, OH 45769
Phone: (740) 992-1636

City of Highland Park, MI
Population 16,746
Cathy Square, EM
3041 Evaline
Hamtramck, MI 48212
Phone: (313) 870-0315

City of Granville, OH
Population 5,651
Rita Williams, Tax Administrator
PO Box 514
Granville, OH 43023
Phone: (740) 587-2764

City of Bolivar, OH
Population 994
Heather Leece, Tax Commissioner
PO Box 204
Bolivar, OH 44612
Phone: (330) 874-3717

City of Detroit, MI
Population 750,000
Tanya Stoudemire, Tax Administrator
2 Woodward Ave.
Detroit, MI 48226
Phone: (313) 224-1663

City of North Kingsville, OH
Population 2,923
Cheryl Cliff, Tax Commissioner
PO Box 253
North Kingsville, OH 44068
Phone: (440) 224-1924

City of Akron, OH
Population 199,100
Art Preiksa, Tax Administrator
1 Cascade Plz #11
Akron, OH 44308
Phone: (330) 375-2527

City of Forest Park, OH
Population 18,720
Andy Levandusky, Deputy Finance Director
1201 Kemper Rd
Forest Park, OH 45240
Phone: (513) 595-5293

City of Piqua, OH
Population 20,500
Lisa Cavender, Tax Administrator
201 West Water Street
Piqua, OH 45356
Phone: (937) 778-2009

City of Port Huron, MI
Population 30,184
Ed Laratonda, Income Tax Administrator
100 McMorran Boulevard
Port Huron, MI 48060
Phone: (810) 984-9741

City of Canton, OH
Population 73,000
Kim Perez, Treasurer
PO Box 8876
Canton, OH 44711
Phone: (330) 430-7900

City of Vandalia, OH
Population 15,246
Bridgette Leiter, Finance Director
333 James Bohanan Memorial Dr.
Vandalia, OH 45377
Phone: (937) 415-2233

City of Middletown, OH
Population 48,700
Misty Nicely, Tax Commissioner
1 Donham Plaza
Middletown, OH 45042-1932
Phone: (513) 425-7861

City of Green, OH
Population 25,783
Stephen Tichon, Tax Commissioner
PO Box 460
Green, OH 44232-0460
Phone: (330) 896-0460

City of Benton Harbor, MI
Population 10,038
Lisa Golliday, City Tax Administrator
200 E Wall St
Benton Harbor, MI 49022
Phone: (269) 927-2468

City of Port Clinton, OH
Population 6,025
Michelle Bryant, Tax Commissioner
1868 E Perry St
Port Clinton, OH 43452
Phone: (419) 734-5522 Ext 235

City of East Lansing, MI
Population 48,579
Jill Feldpausch, Finance Director
410 Abbot Rd
East Lansing, MI 48823
Phone: (517) 319-6875

City of Findlay, OH
Population 40,313
Mary Price, Income Tax Administrator
318 Dorney Plaza, Room 115
Findlay, OH 45840
Phone: (419) 424-7802

City of Northwood, OH
Population 5,265
Andy Tepper, Income Tax Administrator
6000 Wales Rd
Northwood, OH 43619
Phone: (419) 693-9326

City of Massillon, OH
Population 32,146
Lori Kotagides-Boron
Income Tax/Budget Director
Municipal Annex
151 Lincoln Way E
Massillon, OH 44646
Phone: (330) 830-2684

Village of Cygnet, OH
Population 618
Cathy McEwen, Income Tax Administrator
PO Box 367
Cygnet, OH 43413
Phone: ()

Village of Jefferson, OH
Population 3226
Patty Fisher, Treasurer
27 E Jefferson St
Jefferson, OH 44047
(440) 576-3947

City of Lebanon, OH
Population 20,659
Elizabeth Fingerle, Income Tax Administrator
50 South Broadway St
Lebanon, OH 45036
Phone: (513) 228-3121

City of Logan, OH
Population 7296
Mindy Croft, Office Manager
10 S. Mulberry St.
Logan, Oh 43138
Phone: (740)-385-2448

City of Heath, OH
Population 10,412
Bev Shepard, Income Tax Administrator
1287 Hebron Road
Heath, OH 43056
Phone: (710) 522-1420 Ext 216

240515-7



RESOLUTION NO.: _____

PRESENTED: 11-20-2024

ADOPTED: _____

RESOLUTION TO UTILIZE \$30,000.00 IN ARPA FUNDING TO THE CITY OF FLINT TRANSPORTATION DEPARTMENT FOR 9TH WARD PRIORITIES

BY THE CITY COUNCIL:

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 \$30,000.00 in ARPA funding, previously obligated for revenue replacement, for 9th Ward Priorities; and

WHEREAS, The Councilperson in the 9th Ward recommends allocating \$30,000 of ARPA Funds (Ward Account) to provide funding to the City of Flint Transportation Department for the installation of 12 Speed Humps in the amount of \$30,000.00; therefore

Funding is to come from the following account:

Account Number	Account Name	Subrecipient	Amount
101-101.209-801.000	Ward Priorities	City of Flint Transportation Department	\$30,000.00

IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to the City of Flint Transportation Department, in accordance with 9th Ward Priorities. Before the funds are spent, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

Approved as to Form:

For the City Council:

Joseph Kuptz, Acting City Attorney
