



City of Flint, Michigan

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

Meeting Agenda – UPDATED Wednesday, November 6, 2024 5:00 PM

Agenda UPDATED to correct the blurb for Reso No. 240404-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

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.

240405.1-T Amended Resolution/Reallocation of ARPA Funds/Tree Removal Match Funds Program

An amended resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Tree Removal Match Funds Program, in the

amount NOT-TO-EXCEED \$324,000.00. Said program will match up to \$1,000.00 for residents paying \$1,000.00 towards hazardous trees, except in the instance that a resident qualifies for HOPE program criteria will receive up to \$1,000.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations. [NOTE: To receive funds, residents must use a licensed tree removal contractor per City of Flint regulations.] [NOTE: Resolution amended to increase the residents' cost and match fund amounts, as well as to add qualifiers and requirements to receive funds.]

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

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to allocate ARPA funding to InvolvedDad in the amount of \$36,000.00 to be used for Mental Health Services Support. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

240450-T Approve/Lease Extension/4813 Clio Road

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

240480-T Sale of Decommissioned City Owned Land/Flint Commerce Center 2, LLC

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to complete the sale of property commonly known as 2525 Industrial Ave., Parcel ID # 41-06-179-044, legally described as PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15 OF OAK PARK SUBDIVISION; THENCE N01.21'34"W ALONG THE WEST LINE OF SAID BLOCK 15, ALSO BEING THE EAST LINE OF NORTH STREET RIGHT OF WAY AS PLATTED, 157.66 TO THE POINT OF BEGINNING; THENCE N01.21'34"W CONTINUING ALONG SAID WEST LINE OF BLOCK 15 AND ITS NORTHERLY EXTENSION 286.91 FEET TO THE SOUTHWEST CORNER OF LOT 59 OF SAID DURANT-DORT CARRIAGE CO'S RE-PLAT, ALSO BEING ON THE NORTH LINE OF VACATED RANKIN STREET; THENCE N89.58'13"E ALONG SAID NORTH LINE OF VACATED RANKIN STREET AND ITS EASTERLY EXTENSION, 831.56 FEET TO THE CENTERLINE OF VACATED INDUSTRIAL AVENUE AS PLATTED; THENCE S00.34'02"W ALONG SAID CENTERLINE 36.21 FEET; THENCE S01.22'45"W ALONG SAID CENTERLINE 407.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S89.52'37"W ALONG THE SOUTHLINE OF SAID BLOCK 15, ALSO BEING THE NORTH LINE OF BAKER STREET RIGHT OF WAY AS PLATTED, 571.55 FEET; THENCE N01.22'47"W, 163.34 FEET; THENCE S88.37'13"W, 258.78 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

240481-T AIS Construction Equipment/Purchase two (2) John Deere Backhoe Loaders

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to AIS Construction Equipment for the purchase of two (2) John Deere backhoe loaders in an amount NOT-TO-EXCEED \$340,708.00 for FY25 (07/01/24-06/30/2025).

240482-T Fredrickson Supply/Purchase CCTV Truck

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to Fredrickson Supply for the purchase of a CCTV Truck in an amount NOT-TO-EXCEED \$390,055.67 for FY25 (07/01/24-06/30/2025).

240484-T Michigan State Housing Development Authority [MSHDA]/Support of Accessibility Modifications/Budget Amendment Authorization

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to process a budget amendment recognizing grant revenue and corresponding appropriations of funds in the amount of \$472,000.00. [NOTE: The City was awarded \$472,000 from MSHDA MI Neighborhood Program to make accessibility moderations for renters.]

240496-T Award Contract/AERO Filter /Filter Changes for City Hall Complex

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to Aero Filter, Inc. for air filter unit changes in an amount NOT-TO-EXCEED \$18,750.00. Based on review and validation of the appropriate fund use by the City 's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240497-T CO#1/J&M Tree Service/Additional ARPA Funds/Tree Removals/Impacting Sidewalks throughout the City of Flint

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into change order #1 to the contract with J&M Tree Services for additional ARPA tree removals impacting sidewalks throughout the City of Flint, in an amount NOT-TO-EXCEED \$75,000.00 and a revised aggregate amount of \$937,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240498-T AIS Construction Equipment/Purchase New Broce RJT350 Self-Propelled Sweeper

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to AIS Construction Equipment for the purchase of a new Broce RJT350 self-propelled sweeper in an amount NOT-TO-EXCEED \$89,841.00 for FY25.

240499-T Authorize Grant Agreement/Michigan State Police/Byrne Discretionary Grants Program /Funded by Department of Justice

Resolution resolving that the appropriate City officials, upon the City Council approval, are hereby authorized to do all things necessary to participate with the Michigan State Police, in the Byrne Discretionary Grant Program between the City of Flint and the Michigan State Police, accept the subaward, amend the FY25 budget, appropriate award funding for revenue and expenditures in future fiscal years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan, in the amount of \$160,500.00, to grant code SMSP-BCP23.

240501-T Authorize Retaining Lighthouse/Provide Excess General Liability 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 its general liability and terrorism coverage through the Old Republic Union Insurance Company at a premium NOT-TO-EXCEED \$750,240.15 for the 12 months beginning 11/23/2024 to 11/23/2025. Funding for these services will come from account 677-267.651-955.000.

ADJOURNMENT

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:

CLYDE D EDWARDS / A0297
CLYDE D EDWARDS / A0297 (Aug 30, 2024 11:35 EDT)
Clyde D. Edwards, City Administrator

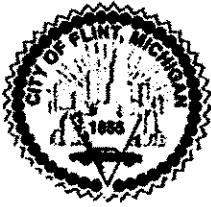
For the City Council:

Approved as to Form:

JK
Joseph Kuptz (Aug 30, 2024 09:44 EDT)
Joseph Kuptz, City Attorney

Approved as to Finance:

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: _____

Date: 08/29/2024

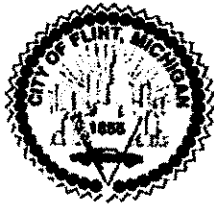
WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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):

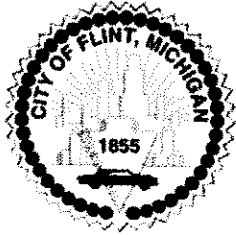
STAFF RECOMMENDATION: (PLEASE SELECT): **APPROVED** **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE:

Shelly Sparks-Green
Shelly Sparks-Green (Aug 30, 2024 09:32 EDT)

(Name, Title)

240405.1-T



RESOLUTION NO.: _____

PRESENTED: 10-09-2024

ADOPTED: _____

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

BY THE CITY ADMINISTRATOR:

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

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

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

Whereas, to receive the funds, the resident must use a licensed tree removal contractor per City of Flint regulations.

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

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

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Tree Removal Match Funds Program in the amount not to exceed \$324,000.00. Said program will match up to \$1,000.00 for residents paying \$1,000.00 towards hazardous trees, except in the instance that a resident qualifies for HOPE program criteria will receive up to \$1,000.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

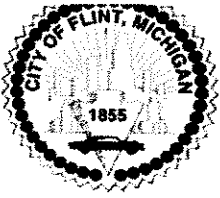
CLYDE D EDWARDS / A0300a

CLYDE D EDWARDS - A0300a (Oct 8, 2024 15:57 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

J. Kuptz

Joseph Kuptz (Oct 8, 2024 14:14 EDT)

Joseph Kuptz, City Attorney

Phillip Moore

Phillip Moore (Oct 8, 2024 15:44 EDT)

Phillip Moore, Chief Financial Officer

PREPARED BY: Seamus Bannon

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Tree Removal Match Funds program will enhance public safety and protect property. Through this initiative, the city will provide up to \$1,000.00 in matching funds to residents who invest in removing hazardous trees on their properties. Residents that meet HOPE program criteria will be given up to \$1,000 towards removal of a hazardous tree. The program aims to address the risks posed by trees that threaten both people and structures. By partnering with residents, Flint seeks to encourage proactive maintenance and reduce potential hazards. The matching funds will cover a portion of the expenses incurred by homeowners for tree removal. This collaborative effort is designed to improve overall community safety and mitigate risks associated with dangerous trees. The initiative reflects Flint's commitment to investing in the well-being and security of its residents.

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

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

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



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

Section IV: FINANCIAL IMPLICATIONS:

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;" City Administration recommends reallocating \$324,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the Tree Removal Match Fund Program

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

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: [Signature] Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:



240449-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

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

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

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

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

Funding is to come from the following account:

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

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to allocate ARPA funding to InvolvedDad in the amount of \$36,000.00 to be used for Mental Health Services Support. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

For the City:

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

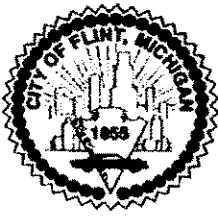
For the City Council:

Approved as to Form:

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

Approved as to Finance:

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



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 23, 2024

BID/PROPOSAL# N/A

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

PREPARED BY: Nicholas Byard

VENDOR NAME: InvolvedDad

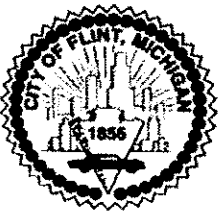
Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

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

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

No known previous allocations for this project.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

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

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

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

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

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

BUDGET YEAR 1 \$36,000.00

BUDGET YEAR 2

BUDGET YEAR 3

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



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: *[Signature]* Date: 09/20/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

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



240450-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

Resolution Approving Lease Extension for 4813 Clio Road

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

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

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

FOR THE CITY:

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

Clyde Edwards, City Administrator

FOR THE CITY COUNCIL

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 3, 2024 08:44 EDT)

Joseph N. Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

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

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: *October 2, 2024*

BID/PROPOSAL# N/A

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

PREPARED BY: Joseph N. Kuptz, Acting City Attorney

VENDOR NAME: Hallwood Plaza LLC

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

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

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

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

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

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

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



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

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

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

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

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

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

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

PRE-ENCUMBERED? YES NO REQUISITION NO:

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES X NO

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

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

Clyde Edwards, City Administrator

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

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

WITNESSETH:

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

ARTICLE I PREMISES

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

ARTICLE II TERM

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

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

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

ARTICLE III RENT

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

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

Extension Options:

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

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

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

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

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

ARTICLE IV SERVICES BY LANDLORD; REPAIR AND MAINTENANCE

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

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

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

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

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

ARTICLE V PURPOSE

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

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

ARTICLE VI UTILITIES AND PERSONAL PROPERTY TAXES

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

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

ARTICLE VII
IMPROVEMENTS AND ALTERATIONS

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

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

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

ARTICLE VIII
INSURANCE AND LIABILITY

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

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

8.4 Liability

(1) Tenant Indemnity. Intentionally Deleted

(2) Landlord Indemnity. Intentionally Deleted

ARTICLE IX CASUALTY

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

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

ARTICLE X CONDEMNATION

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

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

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

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

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

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

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

ARTICLE XI COMPLIANCE WITH LAWS

11.1 Code Compliance. Intentionally Deleted

11.2 Environmental Covenants. Intentionally Deleted

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

ARTICLE XII LIENS

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

ARTICLE XIII ASSIGNMENT & CONTINUITY

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

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

ARTICLE XIV DEFAULT AND TERMINATION

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

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

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

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

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

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

ARTICLE XIV SUBORDINATION

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

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

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

ARTICLE XVI SIGNS

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

ARTICLE XVII QUIET ENJOYMENT AND SURRENDER AND HOLDING OVER

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

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

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

ARTICLE XVIII

NOTICES

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

Tenant Mailing Address:

Landlord's Mailing Address:

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

ARTICLE XIX ESTOPPEL CERTIFICATES

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

ARTICLE XX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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


"LANDLORD"
Hallwood Plaza LLC



Morris Shasho

Date: 11-01-2023

"TENANT"
City Of Flint, Michigan



Sheldon A. Neeley, Mayor

Date: 11/20/23

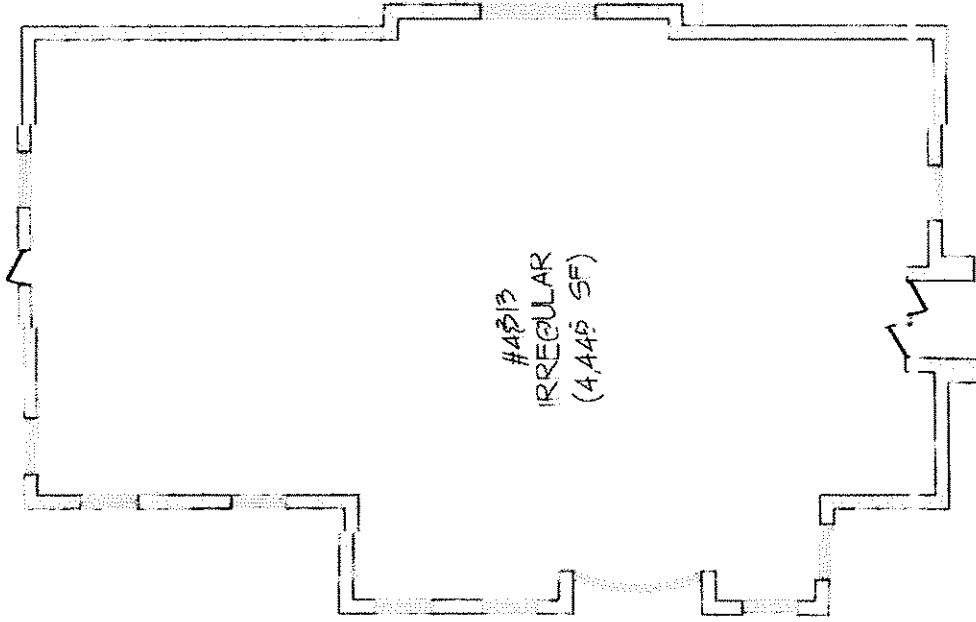
Approved as to Form:



William Y. Kim, City Attorney

HALLWOOD COMMONS

4813 CLIO ROAD



#4313
IRREGULAR
(4,445 SF)

Front of Building



JMC MANAGEMENT^{LLC}
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

1. PRIMARY SPACE AREA CALCULATIONS WERE MADE USING EXISTING WALLS AND PARTITIONS. DIMENSIONS ARE APPROXIMATE AND SHOULD BE VERIFIED BY A QUALIFIED PROFESSIONAL.
2. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE TRUE NORTH, BUT IS SUBSTANTIALLY NORTH. AS SUCH, DIMENSIONS "CALLED NORTH" AND IS NOT INTENDED FOR NAVIGATIONAL USAGE.
3. UNIT SIZES & AREA ARE APPROXIMATE.

AMENDMENT TO COMMERCIAL LEASE

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

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

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

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

1. Term. The Term shall be extended for a period of five (5) years, commencing the Effective Date and ending December 31, 2029.
2. Base Rent. Commencing the Effective Date and continuing to the end of the Term, the monthly Base Rent payable by Tenant shall be Five Thousand Dollars (\$5,000.00).
3. Tenant’s Share of Operating Expenses. Section 3.2 of the Lease shall be amended to provide that Tenant’s 2025 share of Operating Expenses, as a flat monthly amount, shall be \$1111.25 (the “Operating Expenses”). The Operating Expenses shall be adjusted annually during the Term.
4. No Defaults. Each of Landlord and Tenant acknowledges and affirms that as of the date of this Amendment, neither Landlord nor Tenant, respectively, is in default under any of the terms, covenants, conditions or provisions of the Lease.
5. Authority. Tenant, in the event that it is not an individual, hereby covenants and warrants that the person executing this Amendment on behalf of Tenant is duly authorized by Tenant to sign and execute this Amendment on its behalf, and this Amendment is a valid and binding obligation of Tenant, enforceable in accordance with its terms
6. Counterparts and Execution. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

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

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

WITNESS:

LANDLORD:
Hallwood Plaza LLC

By _____
Name: Morris Shasho
Title: Managing Member

WITNESS:

TENANT:
City of Flint

By: _____
Name: _____
Title: _____

Approved as to Form

By: _____



RESOLUTION NO.: _____

240480-7

PRESENTED: _____

10-23-2024

ADOPTED: _____

RESOLUTION AUTHORIZING THE SALE OF DECOMMISSIONED CITY OWNED LAND TO FLINT COMMERCE CENTER 2, LLC

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint has acquired the title to certain real estate existing Parcel ID #41-06-179-044. The property address is 2525 Industrial Ave, Flint, MI 48505 and legally described as DURANT DORT CARRIAGE CO.'S PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15 OF OAK PARK SUBDIVISION; THENCE N01°21'34"W ALONG THE WEST LINE OF SAID BLOCK 15, ALSO BEING THE EAST LINE OF NORTH STREET RIGHT OF WAY AS PLATTED, 157.66 TO THE POINT OF BEGINNING; THENCE N01°21'34"W CONTINUING ALONG SAID WEST LINE OF BLOCK 15 AND ITS NORTHERLY EXTENSION 286.91 FEET TO THE SOUTHWEST CORNER OF LOT 59 OF SAID DURANT-DORT CARRIAGE CO'S RE-PLAT, ALSO BEING ON THE NORTH LINE OF VACATED RANKIN STREET; THENCE N89°58'13"E ALONG SAID NORTH LINE OF VACATED RANKIN STREET AND ITS EASTERLY EXTENSION, 831.56 FEET TO THE CENTERLINE OF VACATED INDUSTRIAL AVENUE AS PLATTED; THENCE S00°34'02"W ALONG SAID CENTERLINE 36.21 FEET; THENCE S01°22'45"E CONTINUING ALONG SAID CENTERLINE 407.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S89°52'37"W ALONG THE SOUTH LINE OF SAID BLOCK 15, ALSO BEING THE NORTH LINE OF BAKER STREET RIGHT OF WAY AS PLATTED, 571.55 FEET; THENCE N01°22'47"W, 163.34 FEET; THENCE S88°37'13"W, 258.78 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

WHEREAS, Flint Commerce Center 2, LLC has agreed to purchase the property commonly known as 2525 Industrial Ave., Flint, MI 48505, Parcel ID #41-06-179-044 for the amount of \$172,600.00. The city's interest in the aforementioned property will be conveyed by a Quit Claim Deed and sold in AS IS condition; and

WHEREAS, Flint Commerce Center 2, LLC shall pay the recording fees to register the conveyance documents at the Genesee County Register of Deeds; and

Revenue realized from the sale of this real property will be placed in the following revenue account:

Account Number	Account Name / Grant Code	Amount
208-752.102-673.100	Revenue Account for Sale of City Land - Parks & Recreation Fund	\$172,600.00

IT IS RESOLVED that the appropriate City Officials are authorized to do all things necessary to complete the sale of property commonly known as 2525 Industrial Ave., Parcel ID # 41-06-179-044, legally

described as PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15 OF OAK PARK SUBDIVISION; THENCE N01°21'34"W ALONG THE WEST LINE OF SAID BLOCK 15, ALSO BEING THE EAST LINE OF NORTH STREET RIGHT OF WAY AS PLATTED, 157.66 TO THE POINT OF BEGINNING; THENCE N01°21'34"W CONTINUING ALONG SAID WEST LINE OF BLOCK 15 AND ITS NORTHERLY EXTENSION 286.91 FEET TO THE SOUTHWEST CORNER OF LOT 59 OF SAID DURANT-DORT CARRIAGE CO'S RE-PLAT, ALSO BEING ON THE NORTH LINE OF VACATED RANKIN STREET; THENCE N89°58'13"E ALONG SAID NORTH LINE OF VACATED RANKIN STREET AND ITS EASTERLY EXTENSION, 831.56 FEET TO THE CENTERLINE OF VACATED INDUSTRIAL AVENUE AS PLATTED; THENCE S00°34'02"W ALONG SAID CENTERLINE 36.21 FEET; THENCE S01°22'45"E CONTINUING ALONG SAID CENTERLINE 407.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S89°52'37"W ALONG THE SOUTH LINE OF SAID BLOCK 15, ALSO BEING THE NORTH LINE OF BAKER STREET RIGHT OF WAY AS PLATTED, 571.55 FEET; THENCE N01°22'47"W, 163.34 FEET; THENCE S88°37'13"W, 258.78 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

For the City:

CLYDE D EDWARDS / A0322

CLYDE D EDWARDS / A0322 (Oct 17, 2024 16:19 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

JK

Joseph Kuptz (Oct 17, 2024 15:59 EDT)

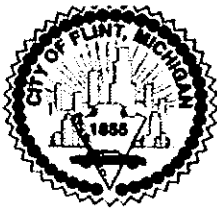
Joseph Kuptz, Acting City Attorney

Approved as to Finance:

Phillip Moore

Phillip Moore (Oct 17, 2024 15:21 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: October 7, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Authorizing the Sale of City Owned Lot to Flint Commerce Center 2, LLC in the amount of \$172,600.

PREPARED BY: Emily Doerr

VENDOR NAME: Flint Commerce Center 2, LLC

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The sale of the decommissioned parkland previously known as Oak Park was held via voter referendum finalized on November 6, 1984, with the citizens of Flint voting to decommission the park to make it ready for sale and future development. Since then, this land has had practically zero use by citizens as it lacks pedestrian access, amenities like tables or a pavilion, proximity to a residential neighborhood, or parking. Additionally, many of the oak trees are dying per the Genesee Conservation District's forestry team. The proceeds of sale will be completely invested in other parks in North Flint, and additional funds beyond the sales price will be invested (by the purchaser) in the 1-acre pocket park that will remain city-owned to add a pavilion with tables, signage memorializing the historical usage of the land by Flint residents in the 1800s and 1900s, and paved sidewalk access to Buildings 1 and 2 of the Flint Commerce Center development for those employees to utilize. The sale of this land will be part of the continued focus on rebuilding North Flint and bringing new jobs and economic opportunity to the City of Flint.

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

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

No known previous allocations for this project.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

When redeveloped, this site will be home to the next phase of Buick City/Flint Commerce Center's growth. By returning good paying, permanent jobs to the city, this repurposed parcel will become an integral part of Flint's continued forward momentum. Furthermore, community partners have been heavily consulted as City Staff has conducted extensive outreach with local park adopters and residents, identifying how to best commemorate the history of Oak Park as well as invest in Flint's vast parks system. When complete, approximately one acre of land will be preserved and reinvested in to include a "pocket park" to honor the rich and complex history of Oak Park and the former neighborhood it surrounded, including an informational plaque and passive recreational activity spaces. This continued development will provide the necessary site for the expansion of new businesses entering Flint's ecosystem, restoring the former, blighted site to its most effective and positive use.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

Not applicable.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
B&CS	Revenue Account for Sale of City Land - Parks & Recreation Fund	208-752.102-673.100		
			FY25 GRAND TOTAL	172,600.00

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

BUDGET YEAR 1 \$172,600.00



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 10/17/2024

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	Tyler Bailey	810.908.6521
2	Emily Doerr	810.880.3371
3		

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:


Emily Doerr (Oct 17 2024 14:00 EDT)

Emily Doerr, Director, Department of Business and Community Services

2525 INDUSTRIAL AVE FLINT, MI 48505 (Property Address)

Parcel Number: 41-06-179-044

Property Owner: CITY OF FLINT

Summary Information

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax information found

Item 1 of 2 2 Images / 0 Sketches

Parcel is Vacant

Owner and Taxpayer Information

Owner	CITY OF FLINT 1101 S SAGINAW ST FLINT, MI 48502	Taxpayer	CITY OF FLINT 1101 S SAGINAW ST FLINT, MI 48502
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General Information for Tax Year 2023

Property Class	202 COMMERCIAL-VACANT	Unit	S4 CITY OF FLINT
School District	FLINT CITY SCHOOL DISTRICT	Assessed Value	\$0
Map Number	11-06-179-044-1	Taxable Value	\$0
REINSPECTION	0	State Equalized Value	\$0
REN ZONE	No Data to Display	Date of Last Name Change	04/02/2020
PP		Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
REAPPRAISAL		Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0

Land Information

Zoning Code	OS	Total Acres	8.130
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	NORTHEAST	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

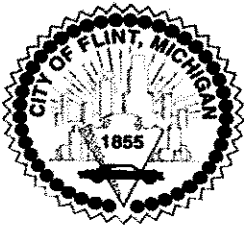
Legal Description

DURANT DORT CARRIAGE CO.'S REPLAT OF PARTS OF BLOCKS 12 & 27 AND ALL OF 13, 14 & 15 OF OAK PARK SUBDIVISION. LOT 99; ALSO SLY 30 FT OF LOTS 59, 61, 63, 65, 67 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95 AND 97.

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	Not Available
Data Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acraege of Parent	0.00	Rights Were Transferred	No
Split Number	0	Courtesy Split	No
Parent Parcel	No Data to Display		

Sale History



City of Flint Property Disposition Application

To purchase a City of Flint owned property AS IS, with or without a structure that will not be used as a side-lot acquisition, complete this form and return to the *City of Flint*. Complete a separate application for each parcel.

****Application will not be processed if not completed in its entirety.****

CONTACT INFORMATION

Name of applicant: Flint Commerce Center 2, LLC

Name of corporation/business: Flint Commerce Center 2, LLC

Mailing address: 2575 S. Haggerty Road, Suite 500

City, State, Zip: Canton, MI 48188

Phone #: 734-394-1900 Email address: mquimby@ashleycapital.com

PROPERTY INFORMATION

City of Flint property address and parcel ID #: 2525 Industrial Ave; 41-06-179-044

Property: Has structure Is vacant

Property will be used for: Residential Commercial Industrial Other

Property will be occupied by: Owner Renter Business Other

Description of property in its existing condition: Vacant, decommissioned park approved for sale by public ballot in 1984. Park was called for decommissioning and incorporation into Buick City redevelopment in 2013 Master Plan. Deed restriction is voided by GM (successor to Durant Dort Carriage Company) bankruptcy and confirmed by new GM in affidavit.

State Equalized Value of property as listed at www.bsaonline.com: \$0

Purchase offer amount: \$172,600

REDEVELOPMENT PLANS

Description of planned improvements/renovation: The park will be combined with north adjoining parcels to facilitate construction of new ~327K building for the Nanograf project. Approximately 1-acre of Oak Park will be preserved as a pocket park that will include new amenities such as 4 parking spaces, a gazebo or picnic shelter, and a plaque and/or monument to memorialize the history of Oak Park and the former adjacent Oak Park neighborhood.

How is this project aligned with the *Imagine Flint* Master Plan: The 2013 Master Plan called for Park to be decommissioned and incorporated into the Buick City redevelopment.

Development Team description: *(List names of developer, contractors, lead construction lender, architects, project managers, consultants, marketing agent, etc.)*

Ashley Capital (Developer), Oliver Hatcher Construction (Construction Manager), Rowe Engineering (Civil Engineer), Mannik & Smith (Environmental Consultant), and SME (Environmental and Geotechnical Consultant).

Timeline for renovation/improvement: The timing is critical to support Nanograf redevelopment.

Anticipate requesting site plan approval in November 2024 with construction to begin immediately. Target building delivery is Q2/Q3 2024.

PROJECT FINANCING

Cost of renovation/improvements: \$30M+ for base building and site development and +\$175M for Nanograf project

Description of how acquisition and improvement/renovation will be financed: This parcel will be purchased with cash. The redevelopment will be funded with equity and market debt.

Note: The City of Flint may place a lien on the property or enter into a development agreement with the purchaser to guarantee that the proposed renovations/improvements are completed to City of Flint standards.

Please attach the following documents:

- Most recent tax return,
- Pre-qualification letter from lender (if applicable),
- Most recent audited financial statement,
- Development budget,
- Operating budget for rental transaction, and
- List of potential tenants and pre-lease agreements for rental transactions

FCC2 was created last year and has not yet filed a tax return. This is a sister entity to the adjacent, successful FCC1 entity and project. The parcel will be purchased with cash. Old National Bank, lender for FCC1, has expressed interest in this project. See attached site plan for development plan.

To the best of my knowledge the information provided in this application is true and in compliance with City of Flint Code of Ordinances. I understand that the City of Flint staff will review this request for compliance with existing City and neighborhood plans.



Signature of Applicant

9/27/2024

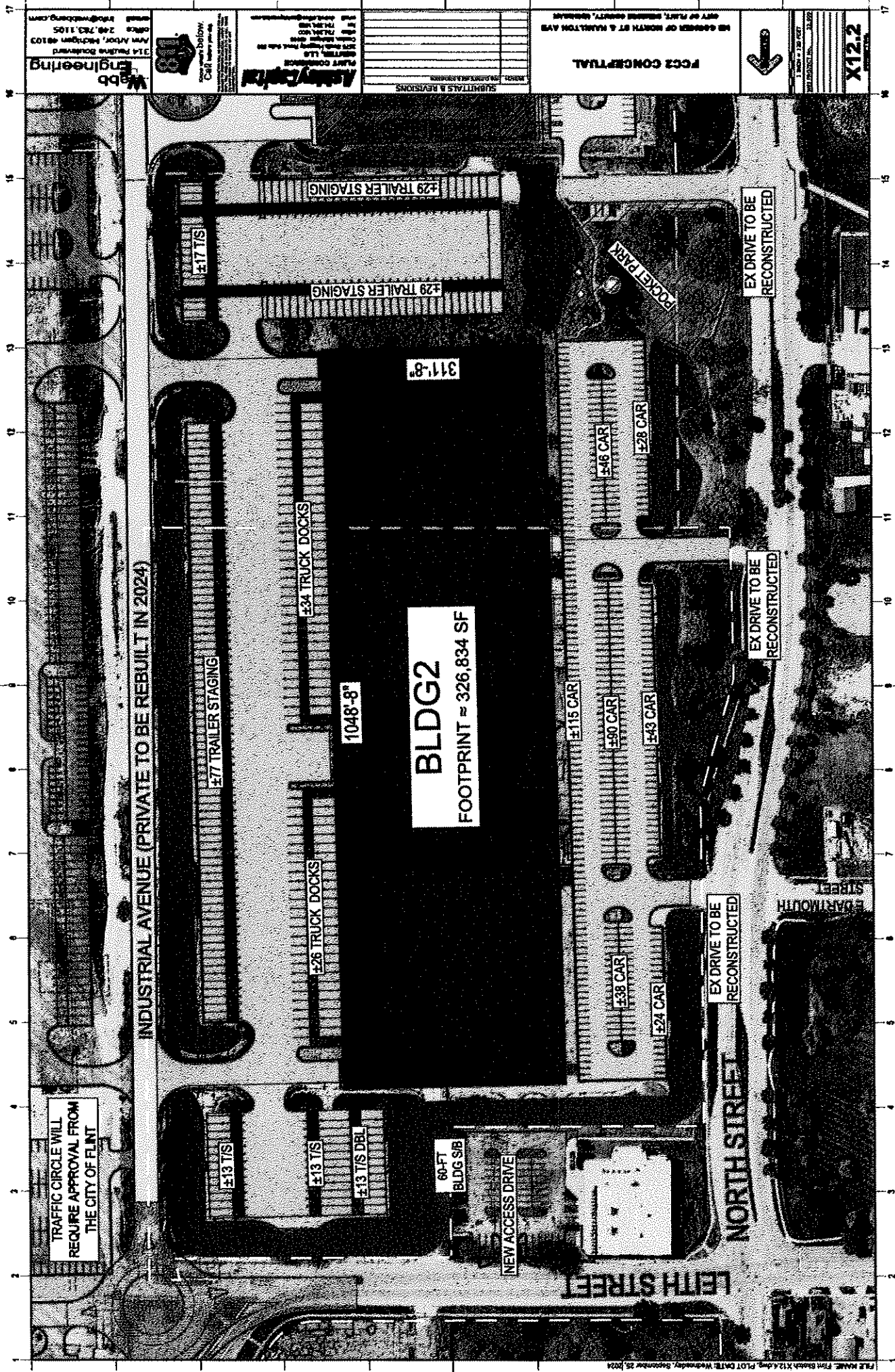
Date

Please allow at least 30 days for your application to be processed. Property disposition must be approved by Flint City Council. You will be given a quit claim deed with purchase. If desired, title insurance is the responsibility of the purchaser. All property is sold AS IS.

This form is a statement of interest only. By receiving it, the City does not commit to transfer property.

Please Return This Form To:

**City of Flint, Planning & Zoning, 1101 S. Saginaw Street, Room S 110, Flint, Michigan 48502
Email: kstephens@cityofflint.com Website: www.cityofflint.com**



TRAFFIC CIRCLE WILL
REQUIRE APPROVAL FROM
THE CITY OF FLINT

INDUSTRIAL AVENUE (PRIVATE TO BE REBUILT IN 2024)

BLDG2
FOOTPRINT ≈ 326,834 SF

1048'-8"

311'-8"

E29 TRAILER STAGING

E17 TS

E34 TRUCK DOCKS

E17 TRAILER STAGING

E26 TRUCK DOCKS

E13 TS

E13 TS

E13 TS DBL

60-FT
BLDG S/B

NEW ACCESS DRIVE

LEITH STREET

NORTH STREET

EX DRIVE TO BE
RECONSTRUCTED

E38 CAR

E24 CAR

EX DRIVE TO BE
RECONSTRUCTED

E15 CAR

E90 CAR

E43 CAR

E29 TRAILER STAGING

E48 CAR

E28 CAR

POCKET PARK

EX DRIVE TO BE
RECONSTRUCTED

EARLMOUTH
STREET

Mabb Engineering
114 Parkside Boulevard
Ann Arbor, Michigan 48103
Office: 734.763.1105
mabb@meengineering.com

ASTLEY-CAPLAN
PLANT CONSULTANTS
1000 East Washtenaw
Ann Arbor, Michigan 48103
Phone: 734.763.1105
www.astley-caplan.com

SUBMITTALS & REVISIONS	
NO.	DESCRIPTION

FCC3 CONCEPTUAL

NO. GARAGE OF NORTH ST & WASHINGTON AVE
CITY OF FLINT, MICHIGAN COUNTY, MICHIGAN

↓

1. SCALE: 1/8" = 1'-0"

X12.2

**Division of Community & Economic
Development**



Sheldon Neeley
Mayor



Clyde Edwards
City Administrator

Good Standing Certification

Applicant and/or Business Clearance

All applicants for City of Flint funded programs, including federal programs, must remain current and not in default on any obligations related to taxes, fines, penalties, water service, licenses or other forms of penalties.

APPLICANT NAME: Ashley Capital, LLC

HOME ADDRESS: 2575 S. Haggery Road, Suite 500, Canton, MI 48188

DBA: Flint Commerce Center 2, LLC

BUSINESS ADDRESS: 2575 S. Haggery Road, Suite 500, Canton, MI 48188

Please include addresses of all properties in the name of other current and/or former businesses, parent company, subsidiaries and/or divisions. Also, please include all former names used while conducting business with the City.

This section to be completed by the Department of Finance - Customer Service Div.

Please check the following divisions for the status of current and delinquent obligations owed to the City of Flint. Please circle the appropriate response for each division.

WATER DIV.	CURRENT	DELINQUENT
PROPERTY TAXES DIV.	CURRENT	DELINQUENT
INCOME TAX DIV.	CURRENT	DELINQUENT
ENFORCEMENT	CURRENT	DELINQUENT

This section to be completed by the Department of Community and Economic Development

DCED/EDC: **CURRENT** **DELINQUENT** **N/A**
(108 Loans, EDC loans, mortgage repayments, etc.)

City of Flint DCED Representative and Date

If delinquencies exist, please indicate the date, type and amount of obligation:

DCED Staff Person and Date

City of Flint Customer Serv. Representative and Date

General Election

November 6, 1984

City of Flint Proposal No. 1

Shall the area commonly known as OAK PARK, located within the City of Flint and bounded by Baker Street on the South, North Street on the West, Industrial Avenue on the East, and vacated Rankin Street on the North, be vacated as a park and sold, with the proceeds to be placed in an endowment fund established by the City of Flint for the purpose of improving and maintaining the public parks of the City of Flint?

<u>PCT. #</u>	<u>YES</u>	<u>NO</u>	<u>PCT. #</u>	<u>YES</u>	<u>NO</u>
1	318	179	47	400	130
2	419	234	48	439	137
3	305	164	49	636	203
4	375	192	50	714	161
5	382	198	51	271	78
6	352	177	52	288	147
7	346	217	53	516	130
8	321	177	54	87	50
9	473	233	55	316	117
10	398	247	56	69	30
11	379	223	57	165	81
12	393	194	58	471	201
13	353	191	59	580	253
14	399	179	60	451	179
15	348	173	61	418	107
16	271	115	62	500	122
17	329	181	63	348	147
18	449	213	64	673	203
19	290	166	65	241	124
20	325	168	66	258	114
21	267	137	67	416	139
22	377	206	68	493	179
23	274	170	69	377	154
24	303	191	70	398	148
25	522	220	71	434	167
26	386	192	72	375	95
27	375	166	73	407	170
28	230	100	74	324	155
29	331	143	75	298	81
30	402	186	76	573	122
31	273	138	77	556	229
32	385	186	78	346	159
33	497	227	79	278	118
34	332	140	80	313	166
35	221	74	81	331	194
36	325	197	82	174	84
37	362	219	83	409	221
38	300	184	84	294	95
39	276	154	85	557	178
40	360	153	86	143	59
41	286	119	87	307	138
42	265	123	88	504	195
43	83	30	89	495	201
44	658	213	90	470	179
45	462	172	91	262	153
46	321	117	92	23	7
			Total -	<u>33,496</u>	<u>14,478</u>

GENERAL ELECTION

November 6, 1984

CITY OF FLINT PROPOSAL NO. 2

" Shall the south 250 feet, more or less, of City owned land bordering the Kearsley Lake Golf Course and fronting the North side of Richfield Road lying east of Center Road, be vacated as a park and sold, with the proceeds to be placed in an endowment fund established by the City of Flint for the purpose of improving and maintaining the public parks of the City of Flint?"

PCT. #	YES	NO	PCT. #	YES	NO
1	277	202	47	327	191
2	360	287	48	368	203
3	270	176	49	511	324
4	301	244	50	593	286
5	311	240	51	223	124
6	294	212	52	242	184
7	307	212	53	426	217
8	250	217	54	80	52
9	395	277	55	243	180
10	350	270	56	66	32
11	325	261	57	129	112
12	343	228	58	362	309
13	289	237	59	471	367
14	367	198	60	363	254
15	282	232	61	340	180
16	241	136	62	429	190
17	278	212	63	311	169
18	361	294	64	582	280
19	235	191	65	232	123
20	268	185	66	222	146
21	214	161	67	327	224
22	328	208	68	390	271
23	229	178	69	321	209
24	277	182	70	344	200
25	350	399	71	350	245
26	267	309	72	318	152
27	269	272	73	327	242
28	156	176	74	251	226
29	252	221	75	243	134
30	315	272	76	503	188
31	195	217	77	433	348
32	243	326	78	289	215
33	358	356	79	216	172
34	239	239	80	262	189
35	184	96	81	300	221
36	271	226	82	160	96
37	327	224	83	348	265
38	244	194	84	236	155
39	232	171	85	441	286
40	309	199	86	116	84
41	234	155	87	245	186
42	199	162	88	406	283
43	61	51	89	391	313
44	560	300	90	400	237
45	392	229	91	205	197
46	270	164	92	19	13
			TOTAL-	27,440	19,472

AFFIDAVIT RELATING TO MATTERS AFFECTING REAL ESTATE
PURSUANT TO MCLA 565.451

STATE OF MICHIGAN)
) ss
COUNTY OF Wayne)

The undersigned, being first duly sworn under oath, hereby states that the following statements are true to the best of his/her knowledge and belief (without any duty of inquiry):

1. That I, Debra Hoge ^{Global Director} am the of Real Estate of General Motors LLC, a Delaware limited liability company ("New GM"), whose address is 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265, and have personal knowledge of the facts stated herein, and am competent to testify concerning such facts if called to do so.

2. On July 10, 2009, New GM, known at that time as General Motors Company (and formerly known as NGMCO, Inc.), completed the acquisition of some of the assets of Motors Liquidation Company (formerly known as General Motors Corporation) ("Old GM"). The sale was consummated in connection with Old GM's filing for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, and was completed pursuant to Section 363(b) of the Bankruptcy Code (the "Bankruptcy Sale").

3. On October 16, 2009, New GM, known at that time as General Motors Company, was converted from a corporation to a limited liability company and changed its name to General Motors LLC.

4. As of the execution date set forth below, New GM does not currently have any interest in and to that parcel of land located in the City of Flint, Genesee County, Michigan, described as (the "Subject Real Estate") and hereby waives any reversionary rights with respect to the Subject Real Estate, if any:

Entire Lot 99 of Durant-Dort Carriage Co's Replat of Parts of Blocks 12 and 27 and all of Blocks 13, 14 and 15 of Oak Park Subdivision of Sections 1 and 2 of Smith's Reservation, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 37, Genesee County Records,

Commonly known as 2525 Industrial Avenue, Flint, Michigan;

Parcel Identification Number: 41-06-179-044;

The Subject Real Estate is depicted on Exhibit A attached hereto and made a part hereof.

Executed this 3rd day April, 2024.

GM Real Estate
Execution Recommended by David Tigges
RE Legat. Ingrid Szura

GENERAL MOTORS LLC, a Delaware limited liability company

By: Debra H. Hoge

Print Name: Debra H. Hoge

Print Title: Global Director
Real Estate

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On the 3rd day of April, 2024, before me a Notary Public for the State and County aforesaid, personally appeared Debra H. Hoge, who acknowledged herself/himself to be the Global Director of General Motors LLC, and that she/he, being authorized to do so, executed the foregoing Affidavit on behalf of the company.

WITNESS my hand and seal the day and year aforesaid.

Notary's Signature: Teresa L. Kole

Notary's Name: Teresa L. Kole
Notary Public, State of Michigan, County of Macomb
My Commission Expires: 5-5-2025
Acting in the County of Wayne

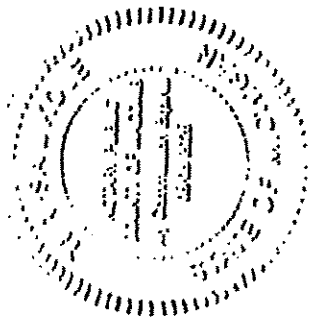
Drafted by:

GM Legal Staff
300 Renaissance Center
MC 482-C25-A68
Detroit, MI 48265
Attention: Ingrid Szura

When recorded return to:

David Tigges
General Motors LLC/Real Estate
MC 482-C19-GRE
Detroit, MI 48265

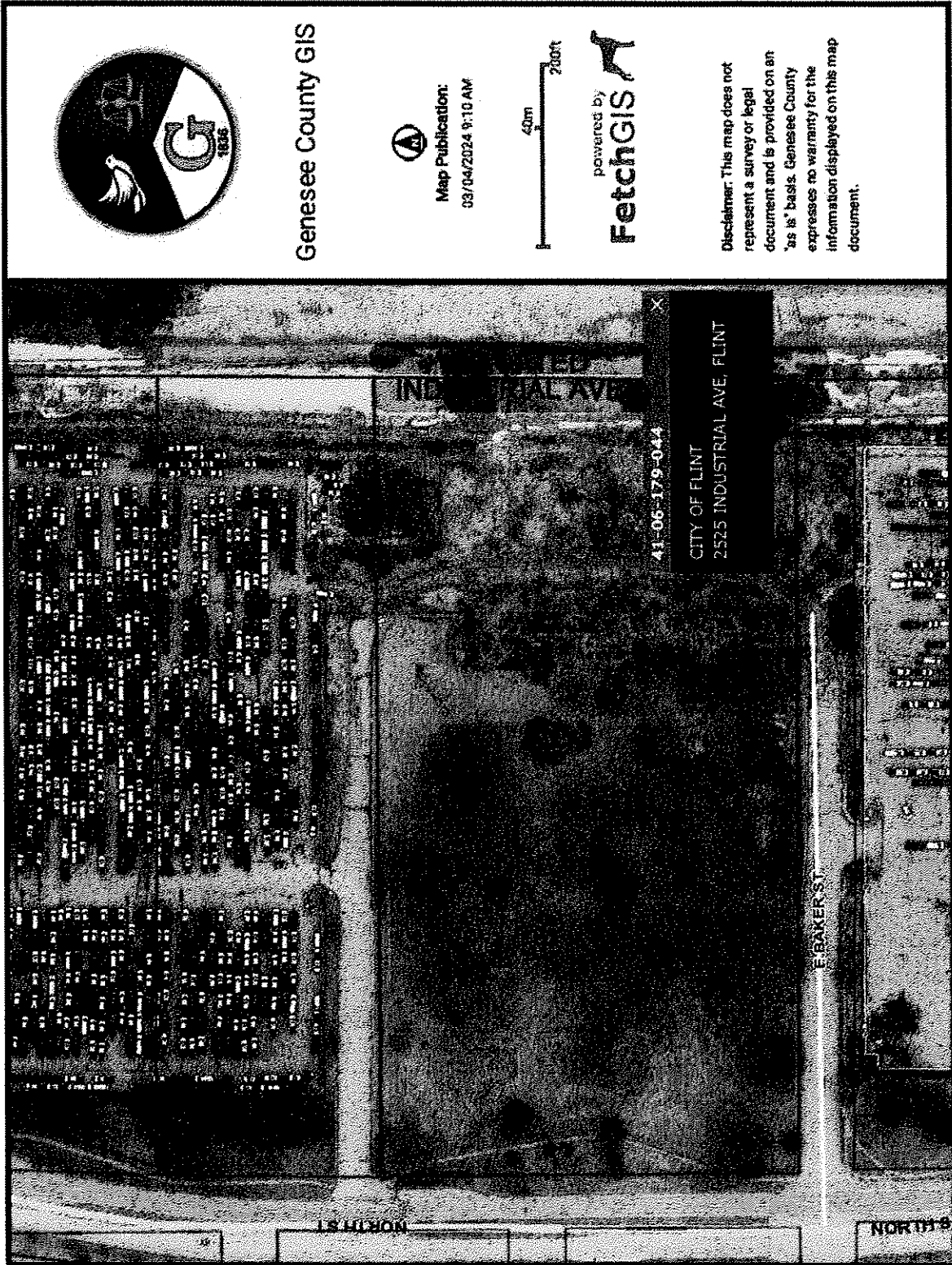
TERESA L KOLE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES MAY 05, 2025
ACTING IN THE COUNTY OF Wayne



#4889-9042-2430(670)

EXHIBIT A

Depiction of "Subject Real Estate"





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Company News Sep 20

U.S. Department of Energy Awards NanoGraf \$60 Million Under Bipartisan Infrastructure Law to Build One of the World's Largest Silicon Anode Battery Material Factories in Flint, Michigan

The combined \$175 million project enables NanoGraf to produce 2,500 tons of silicon anode material to support up to 1.5 million EVs per year

CHICAGO, September 20, 2024 – NanoGraf, an advanced silicon anode battery material company enabling stronger, lighter, and longer-lasting lithium-ion batteries, today announced it has been awarded a \$60 million grant from the U.S. Department of Energy's Office of Manufacturing and Energy Supply Chains under the Bipartisan Infrastructure Law (BIL) fund supporting new and expanded commercial-scale domestic battery manufacturing projects. Additional matching grant dollars may also become available to fund the project from the Make It in Michigan Competitiveness Fund, administered through the Michigan Infrastructure Office.

NanoGraf will use the grant, in addition to its own capital, to retrofit an existing manufacturing facility in Flint, Michigan. At full capacity, the advanced production facility will produce 2,500 tons per year of NanoGraf's proprietary silicon anode material – enough material to supply 1.5 million electric vehicles (EVs) per year.

The combined \$175 million investment, with additional funds coming from NanoGraf, will create one of the world's largest silicon anode facilities, significantly advancing U.S.



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electronics.”

“This next stage of our growth further propels our position as a global leader in the race to electrification while also supporting communities at the local level by strengthening union relationships and building a skilled battery manufacturing workforce in the Midwest,” adds Wang.

The Flint factory is NanoGraf’s third battery material production facility and increases the company’s total manufacturing footprint to over 414,000 square feet. NanoGraf currently produces silicon anode material for the U.S. military out of two Chicago-based manufacturing facilities, including a new R&D facility at 455 N Ashland Avenue and its headquarters at 400 N Noble Street. Of note, NanoGraf recently announced it was supplying batteries to Thales Defense & Security Inc. for the handsets used by soldiers in the field.

“We are thrilled to welcome NanoGraf to Flint,” said Sheldon Neeley, Mayor of Flint. “The combined investment from NanoGraf and the Department of Energy will ensure domestic access to innovative battery technology, meeting future demand for higher-performing EVs, and creating high-paying jobs that will benefit Flint for years to come.”

The project will create approximately 200 construction jobs through a project labor agreement with the North American Building Trades Union. Up to 150 new permanent jobs will be created for operations, approximately 80% of which are expected to come directly from the local community. NanoGraf has signed a neutrality agreement with the United Steelworkers and is committed to partnering with them should a majority of employees wish to be represented by the union.

The company’s Michigan expansion will include the rollout of a community benefits program focused on workforce development, education, apprenticeships, and comprehensive benefits that reflect the needs of the community.

NanoGraf’s headquarters, military-focused production facilities, and R&D operations will remain in Chicago. For more information, visit [nanograf.com](https://www.nanograf.com).

About NanoGraf

NanoGraf is an advanced battery material company whose patented silicon anode technology enables longer-lasting, higher-energy, and higher-power lithium-ion batteries. NanoGraf works with over 50 companies, including leading consumer electronics,



NANOGRAF
CORPORATION

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MESC plays a critical and unique role in catalyzing investments in America's energy future to support the re-shoring, skilling, and scaling of U.S. manufacturing across energy supply chains. MESC serves as the frontline of clean energy deployment and accelerates America's transition to a resilient, equitable energy future through data-driven investments in manufacturing capacity and workforce development. Learn more at: www.energy.gov/mesc or [LinkedIn](#).

###

Sales Contact

Jeff Helm

jeff@nanograf.com

Media Contact

Josh Inglis

josh@propllr.com

View source version on globenewswire.com: <https://www.globenewswire.com/news-release/2024/09/20/2949669/0/en/U-S-Department-of-Energy-Awards-NanoGraf-60-Million-Under-Bipartisan-Infrastructure-Law-to-Build-One-of-the-World-s-Largest-Silicon-Anode-Battery-Material-Factories-In-Flint-Michlg.html>

Company News

NanoGraf Silicon Anode
Batteries Selected by
Thales Defense & Security,
Inc. to Power Mission-
Critical Military
Communications





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contact@nanograf.com

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RESOLUTION NO.: 240481-T

PRESENTED: 10-23-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR THE PURCHASE OF TWO (2) JOHN DEERE BACKHOE LOADERS

The City of Flint Water Service Center, Utilities Division, requests a purchase order be issued to AIS Construction Equipment for the purchase of two (2) John Deere Backhoe Loaders. These loaders will replace the 2 loaders (1 – sewer and 1 – water) that were turned in June 2024 at the end of their lease.

This is a qualified purchase under MiDeal State Contract #240000000158. There is adequate funding for said purchases from the listed accounts:

590-540.208-863.000	Vehicle & Equipment Charges	\$170,354.00
591-540.202-863.000	Vehicle & Equipment Charges	\$170,354.00

IT IS RESOLVED, that The Division of Purchases and Supplies, upon City Council’s approval, is hereby authorized to issue a Purchase Order to AIS Construction Equipment for the purchase of two (2) John Deere backhoe loaders in an amount not to exceed \$340,708.00 for FY25 (07/01/24-06/30/2025).

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS / A0323

CLYDE D EDWARDS / A0323 (Oct 14, 2024 13:24 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

JK

Joseph Kuptz (Oct 14, 2024 12:54 EDT)

Joseph Kuptz, Acting City Attorney

Phillip Moore

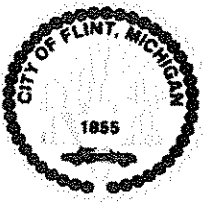
Phillip Moore (Oct 14, 2024 13:10 EDT)

Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: October 1, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: New John Deere Backhoe Loader (2)

PREPARED BY: Cheri Priest for Paul Simpson and Entrice Mitchell, WSC Supervisors

VENDOR NAME: AIS Construction Equipment

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

AIS Construction Equipment is the local John Deere tractor vendor that the WSC had used in the past. We have purchased equipment from them numerous times over the years and have received excellent service, both with their personnel and their equipment. Over the years, we have used various other brands of tractors, (Case, New Holland, T-Rex, Cat, etc.) and in order to keep our fleet streamlined, we prefer to use one brand, which eliminates the need to carry various parts for different brands of backhoes. Out of the different brands that we have used over the years, John Deere best fits the needs of the Water and Sewer departments. We have not solicited any recommendations from other areas concerning the purchase of this equipment. This request is to replace the two (2) backhoes that were turned in June 2024 at the conclusion of their respective leases. This is a qualified purchase under MiDeal State Contract #240000000158. See attached quote.

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
2025	590-540.208-863.000	\$1,000,000.00	Pending	-0-	Pending
2025	590-540.208-863.000	\$1,000,000.00	\$12,000.00	529.64	N/A
2024	590-540.208-930.000	\$300,000.00	\$7,500.00	\$278,327.91	N/A
2024	591-540.100-977.000	\$980,576.89	\$146,373.00	\$313,925.08	240249
2023	590-540.208-863.000	\$614,198.15	\$272,559.00	\$380,065.15	230115
2023	590-540.100-863.900	\$300,000.00	\$7,500.00	\$196,540.51	N/A
2023	591-540.100-863.900	\$300,000.00	\$7,500.00	\$235,334.69	N/A
2022	Nothing Requested	N/A	N/A	N/A	N/A
2021	Nothing Requested	N/A	N/A	N/A	N/A



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

The Water and Sewer supervisors will each be responsible for any vendor communications with the vendor, including delivery dates, equipment training, repairs and maintenance, and any other issues that may arise with the equipment. These backhoes are critical to the operation of the water and sewer departments and are used exclusively in almost all repair excavations (sewer repairs, sanitary and storm and all water excavations, such as water main breaks and valve repairs). These repairs are a direct benefit to the residents of the City of Flint in that they will ensure that both their water and sewer lines are performing as intended, with minimal down time and inconvenience.

Section IV: FINANCIAL IMPLICATIONS:

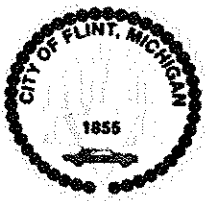
IF ARPA related Expenditure:

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

This purchase is budgeted in both water and sewer budgets.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	Vehicle & Equipment Charges	590-540.208-863.000	N/A	\$170,354.000
2493	Vehicle & Equipment Charges	591-540.202-863.000	N/A	\$170,354.000
FY25 GRAND TOTAL				\$340,708.000



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 2500009366

ACCOUNTING APPROVAL *Cheri Priest* Date: 10/12/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

DEPARTMENT HEAD SIGNATURE: *Paul Simpson*
Paul Simpson (Oct 14, 2024 07:40 EDT)
Paul Simpson, Water Distribution Supervisor

DEPARTMENT HEAD SIGNATURE: *Entrice Mitchell*
Entrice Mitchell, Sewer Systems Supervisor



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

SAGINAW
 4800 AIS Drive
 Bridgeport, MI 48722
 Telephone: (989) 777-0090

TRAVERSE CITY
 6300 M-72 East
 Williamsburg, MI 49890
 Telephone: (231) 267-9513

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

RICHMOND
 65009 Gratiot Avenue
 Lenox, MI 48050
 Telephone: (588) 727-7502

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

September 27, 2024

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

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

Dear Mr. Simpson,

AIS Construction Equipment Corp. is pleased to provide you with the following pricing for a New John Deere 410P Backhoe Loader. The pricing shown is the current MiDeal State Contract # 240000000158 pricing and as such will be firm the manufacturer list price changes.

Pricing:

New Factory New John Deere 410P Backhoe Loader as shown on the attached order sheet:

List Price:	\$254,730.00
Less State Contract 39% Discount: -	<u>-99,345.00</u>
Net Machine Price:	\$155,385.00
PDI:	\$1,554.00
Delivery:	\$600.00
Labor to install Field Installed Attachments:	<u>\$12,815.00</u>
Total*:	\$170,354.00

*Pricing does not include State Sales or Federal Excise Taxes. Includes current steel surcharge in effect as of March 26, 2024. Surcharge - Buyer agrees that if the operating costs of AIS and/or its product manufacturers are affected as a result of significant regional or national economic fluctuations, AIS may add a surcharge to the price of the Goods to compensate for such cost variance.

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

Sincerely,

Greg Doyal
 Governmental Sales Manager

410 P-tier Backhoe Loader

410 P-tier Standard Equipment

ENGINE:

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

COOLING SYSTEM:

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

POWERTRAIN:

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

HYDRAULICS:

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

BACKHOE:

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

LOADER:

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

ELECTRICAL:

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

OPERATOR STATION:

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

- Electric monitor system with audible and visual warning:
- Air cleaner restriction
- Low alternator voltage
- Engine coolant temperature
- Engine oil pressure & temperature
- Hydraulic filter restriction
- Low brake pressure
- Seat belt indicator
- Transmission oil temperature
- Fuel level
- Hourmeter / tachometer / voltmeter Machine diagnostics

Sealed switch module

Keyless start

Machine security

12 volt outlets (1)

Horn

Interior rearview mirror

Rotary hand throttle

Suspended foot throttle

Operator's manual storage compartment Integrated cup holder with form fitting rubber insert

Lockable right hand storage

Coat hook

OVERALL VEHICLE:

(2) front and (2) rear built-in tie downs One-piece unitized construction

mainframe Heavy duty front bumper

Dent resistant rear fenders

Vandal protection locking for:

Engine hood

Monitor

Tool box

Hydraulic reservoir

34 gal. fuel tank

Reverse warning alarm

21L - 24 In. 12 PR (R4) tubeless rear 12.5/80 - 18 In. 10 PR traction front sure grip lug tires

Ground level fueling

Remote grease bank for front axle

Tilt hood with (2) service positions

JDLink Ultimate in approved countries

410 P-tier Backhoe Loader

27-Sep-2024

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

Option Codes

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

183E	JLink™	1	No Added Cost
	Includes integrated cab wiring harness, antenna, and JLink™ Modem's (MTG).		
	JLink™ connectivity is enabled separately through the JLink™ website.		
	Connectivity service is subject to country availability.		
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	No Added Cost
	5F/3R autoshift transmission.		
	Autoshift can be turned on/off in the SSM. When autoshift is off, the transmission will operate as a powershift.		
4006	John Deere 4.5L - FT4/Stage IV	1	No Added Cost
	Net peak power of 116 Hp.		
	For use only in areas where EPA final tier 4/EU stage IV is required.		
	Turbocharged.		
	Wet sleeve cylinder liners.		
	2 valves / cylinder.		
	Electronically controlled HPCR fuel delivery system, B20 biodiesel compatible.		
	Serpentine belt with automatic belt tensioner.		
	Enclosed safety fan guard.		
	Vertical spin-on engine oil filter.		
	Spin-on fuel filter with water separator.		
	Dual safety element dry-type air cleaner with evacuator valve.		
	Underhood exhaust filter and catalysts with evacuator valve.		
	Automatic exhaust filter regeneration.		
	Glow plugs.		
	Electronically controlled, variable-speed cooling fan.		
5250	Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front	1	No Added Cost
	Requires axle code 3009.		
	Rear tire chains require wheel spacers (AT347522).		
6152	Single Battery with Disconnect and Jump Post	1	No Added Cost
	175 minute reserve capacity (950 CCA)		
	Recommended for use in ambient temperatures above 32 degrees F (0 degrees C).		

6752	Extendible Dipperstick Extended stabilizer legs; stabilizer overall width, operating: 13 ft. 3 in. (4.03 m.). Extendible dipperstick is controlled by roller on joystick.	1	\$9,003.00 USD
6576	1000 lb. (454 kg.) Front Counterweight	1	\$1,515.00 USD
7001	Auxiliary Hydraulics with One Way Flow (Hammer) Auxiliary plumbing to bulkhead (mid-point of dipperstick). Includes hydraulic quick disconnect fittings KV11305 and AT312681 rated for full auxiliary circuit flow capacity. Quick disconnects require connection without pressure and are identical to the couplings provided with the front loader 3rd function hydraulic option.	1	\$4,440.00 USD
7028	Pilot Controls, Two Lever, with Pattern Selection Proportional auxiliary control and extendable dipperstick control integrated into pilot control levers.	1	No Added Cost
7040	Three-Function Loader Hydraulics, Single Lever Single lever loader control with electric clutch disconnect, momentary MFWD, transmission quick-shift, and electro-hydraulic auxiliary control. For multi-purpose bucket and front attachments. Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.	1	\$3,517.00 USD
7806	24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.) Pin-on bucket includes 5 teeth, TK-system Fanggs	1	\$2,286.00 USD
7705	Multi-Brand Quick Coupler - Less Thumb If ordering coupler with thumb, requires option code 7706 or 7707. For use with Deere C, D, SE, SG, SJ, SK, SL & SL HL series buckets and with Case K, L, M and Cat C series buckets. Not for use with 710 buckets. Not compatible with Case N-series. Spacers are recommended for Cat and Case buckets, see bulletin 07BH08 for details.	1	\$1,985.00 USD
7861	Multi-Purpose Bucket 92 in (2.35 m), 1.31 Cu. Yd. (1.00 Cu. M.) Pin-on bucket includes reversible bolt-on cutting edges and skid plates. Requires third function hydraulics. Pre-drilled for 8 teeth	1	\$12,770.00 USD
8109	Sun Visor	1	\$102.00 USD
8207	Seat, Cloth Air-Suspension For enclosed Cab.	1	\$541.00 USD

8313	Stabilizer Guard	1	\$551.00 USD
	Protects the cylinder rod from damage due to rocks and other spoil pile debris during backhoe trenching operations. Note that when stabilizer guards are installed, the overall machine width may increase, depending on the model, length of stabilizer, and/or position of stabilizer pads.		
8165	Auto Ride Control	1	\$2,513.00 USD

Field Installed Attachments

AT31359	6 inch Amber Warning Light with LED Beacon and Magnetic Roof Mounting Kit	1	\$267.00 USD
AT43423	Rubber Bumper for Grille Frame	1	\$248.00 USD
AT37125	MFWD Wheel Fender Kit for 18 in. tires only	1	\$723.00 USD
	Requires MFWD and 12.5/80-18 or 340/80R-18 front tires.		
AT40890	Mounting kit for multi-purpose (ABC) Dry Chemical Fire Extinguisher	1	\$131.00 USD
	Kit Does not Include Fire Extinguisher.		
AT44842	Hand Held Hydraulics	1	\$464.00 USD
	Plumbing routed from the backhoe valve to above the battery box for hook up of hand held attachments. Average installation, 4 hours. Includes two circuit reliefs, fittings, clamps and hardware. Requires Selective Flow Valve. Installed in Battery Box.		
BYT1170	Selective Flow Control Kit (1 way flow for use with hammer or compactor)	1	\$1,847.00 USD
	For use on Backhoes with a Serial Number 390995 and Higher. Selective flow control to the backhoe valve for switch control of auxiliary hydraulics. Does not include plumbing kit.		

Total **\$254,730.00 USD**

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



RESOLUTION NO.: 240482-T

PRESENTED: 10-23-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO FREDRICKSON SUPPLY FOR THE PURCHASE OF A CCTV TRUCK

The City of Flint Water Service Center, Utilities Division, requests a purchase order be issued to Fredrickson Supply for the purchase of a CCTV Truck. This CCTV truck will be in addition to our current CCTV truck (which is 5 years old). This additional vehicle will greatly increase the amount of sanitary and storm sewers that can be televised.

This is a qualified purchase under Sourcewell Contract #032834-TRK. There is adequate funding for said purchases from the listed accounts:

590-540.208-863.000	Vehicle & Equipment Charges	\$390,055.67
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IT IS RESOLVED, that The Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to Fredrickson Supply for the purchase of a CCTV Truck in an amount not to exceed \$390,055.67 for FY25 (07/01/24-06/30/2025).

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS / A0326

CLYDE D EDWARDS / A0326 (Oct 16, 2024 13:22 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

JK

Joseph Kuptz (Oct 16, 2024 10:26 EDT)

Joseph Kuptz, Acting City Attorney

Phillip Moore

Phillip Moore (Oct 16, 2024 17:27 EDT)

Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager

Minicam Inc
 12600 Newburgh Rd
 Livonia MI 48150
 +1 7347445557 accounts@minicaminc.com
 www.minicaminc.com



Estimate

ADDRESS

City of Flint, MI
 1101 S. Saginaw St.
 Flint, MI 48502

SHIP TO

City of Flint, MI
 1101 S. Saginaw St
 Flint, MI 48502

ESTIMATE

2732-1

DATE

07/25/2024

EXPIRATION

08/31/2024

SALES REPRESENTATIVE

Fredrickson Supply

DESCRIPTION	QTY	RATE	AMOUNT
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E-450 chassis with Rockport box including buildout and installation of controller, cables, synchronized reels, crawlers, cameras, and accessories for mainline and lateral inspection system per attached spec.	1	\$390,055.67	\$390,055.67
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Sourswell Contract #: 032524-TRK
 City of Flint Sourswell HW 80400

SUBTOTAL	\$390,055.67
TAX	0.00
TOTAL	\$390,055.67

Accepted By

Accepted Date

ORDERS PLACED BY CREDIT CARD WILL BE SUBJECT TO A 10% PROCESSING FEE.
 PLEASE ADVISE ALL CHECKS PAYABLE TO MINICAM INC.

FOR WIRE TRANSFERS & ACH DEBITING
 ACCOUNT # 0020171588

ROUTING # 00200016



www.fredricksonsupply.com

Ph: 616.949.2385

Fx: 616.949.2290

3901 3 Mile Rd. NW

Grand Rapids, MI. 49534

SALES QUOTE	
Date	Quote #
07/19/24	2047

Bill To:
City of Flint
Flint, MI

Ship To:
FOB

PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
Mainline Crawler & Camera Equipment				
1	VCU500US	VCU500 TRUCK MOUNTED CONTROL UNIT Compatible With, RAP, ACR & LCR Reels. Standard Controls Operate CRP90/140, CPL150, CRP300 & LAT150. 30GB Hard Drive Standard For Record and Reporting Functions. Compatible with External Computer for 3rd Party Software. Rack Mount Power Supply Included. *Required For Lateral Launch	20,450.00	20,450.00
1	VIP07	7M LINK CABLE: Van Interface Plate For Use With ACR Reels	800.00	800.00
1	ACR350US	1,150' FULLY SYNCHRONIZED REEL Self Layering Level Wind With Built In Counter. Removable Drip Tray. Bluetooth Joystick Remote. Cable included. Optional Cable Guide - Use VGP350	42,630.00	42,630.00
1	VGP350	VGP350 VAN MOUNTED ROLLER Optional Add On For ACR350	6,293.00	6,293.00
1	CRP140	140MM PROTEUS CRAWLER Steerable 6-Wheel Drive. Motorized Lift - Built-In Standard. Inclination & Tilt Sensor - Standard. Multi-Frequency Sonde - 33, 512 & 640Hz. Includes (6) 90MM Soft Rubber Wheels. Center in 6 - 24"	26,200.00	26,200.00
1	CAM028L	CAM028L PAN&TILT	23,802.00	23,802.00



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Quantity	Item Code	Description	Price per quantity	Amount
1	ALB300	Lasers Standard for Measurement Functions. High Resolution - Adjustable Focus. Continuous Rotation - Auto-Home Feature. (6) High Powered & Adjustable LED Lights. Pressurized to 14psi. 120:1 Zoom (10x Optical-12x Digital) & 135Deg of Pan. Compatible with CRP140, CPL150 & CRP300. AUX LIGHT/BACKEYE CAMERA - PROTEUS	3,570.00	3,570.00
Lateral Launch Equipment				
1	LCR350US	LCR350 - LATERAL CABLE REEL 1000' of cable and 165' of semi flexible rod. Self layering mechanism keeps cable evenly wrapped on and off the reel. Cable payout and retrieval is ynchronized with the crawler. Supplied with an extending guide arm roller system. Built in controls at the reel for cable tension adjustments during setup. *Compatible with VCU500 Controller and ACR style mainline reels.	61,000.00	61,000.00
1	LAT150	LAT150 - LATERAL LAUNCH CRAWLER	33,525.00	33,525.00



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Quantity	Item Code	Description	Price per quantity	Amount
1	CAM050LAT	<p>Inspect laterals from 3 inch and main sewers from 6 inch. 8-wheel drive, fully steerable and pressurized. Push rod deploy belts feed to a launch aiming unit for guiding lateral camera. Forward observation camera with LED light. Built-in backup camera with LED light. Inclinometer & multi-frequency sonde standard. Supplied with one set of 8 x 90mm rubber wheels & Quick Release Wheel Lock.</p> <p>CAM050 LATERAL PAN & TILT CAMERA Suitable for pipe sizes 3"+. Suitable for Lateral System.</p> <p>* Compatible w/ ASS-006-322 Lateral Pin * NOT compatible with CCP60/100 coilers</p>	19,410.00	19,410.00

Wheels

6	QRW115SR/150	115MM SOFT RUBBER WHEEL Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 8 - 15".	280.00	1,680.00
6	QRW140SR/150	140MM SOFT RUBBER WHEEL Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 12 - 20".	310.00	1,860.00
4	QRW140XLSR/150	140MM SOFT RUBBER WHEEL WITH XL HUB Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 12 - 24".	340.00	1,360.00
4	QRW90PCD/150	90MM POLY-CRYSTALLINE DIAMOND	550.00	2,200.00



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Quantity	Item Code	Description	Price per quantity	Amount
4	QRW115PCD/150	Compatible with CRP140 & CPL150 - Use (2) or (4), LAT150 - Use (4) or (6), Quick Release Connection, Center In 6 - 12". 115MM POLY-CRYSTALLINE DIAMOND WHEEL	675.00	2,700.00
4	QRW140PCD/150	Compatible with CRP140 & CPL150 - Use (2) or (4), LAT150 - Use (4) or (6), Quick Release Connection, Center In 8 - 15". 140MM POLY-CRYSTALLINE DIAMOND WHEEL	750.00	3,000.00
4	QRW250BT/150	10" BALLOON WHEEL Compatible With PCC01 - Use (4). Quick Release Connection. Center In 30 - 48".	420.00	1,680.00

Tools & Accessories				
1	PCC01	LARGE DIAMETER CRADLE Compatible With CRP140 & CPL150. Includes (4) 8" Balloon Tires. Center In 18 - 48". Compatible With 140mm Rubber Wheels. Option To Add (4) 10" Wheels. Use QRW250BT	11,920.00	11,920.00
1	ASS-006-322	CAM050 LATERAL PIN Suitable for entering 4" lateral connections from a 6" main (& larger). Assists operator in alignment of camera during deployment.	346.00	346.00
1	PKP01	PRESSURIZATION KIT	810.00	810.00



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Quantity	Item Code	Description	Price per quantity	Amount
1	CGP01	Compatible With All Proteus Equipment. Carry Case, Regulator, hose and charging valve, 2 x CO2 cartridges included. CABLE GUIDE PULLEY	914.00	914.00
1	TRP	Sub-Surface Cable Protection TOP ROLLER PULLEY Surface Level Cable Protection	800.00	800.00

Vehicle & Upfit

1	E450G176-2WDD36767	2024 Ford E450 Gasoline, DRW Cutaway Chassis, 176" Wheel Base, including: 7.3L V8 Premium Engine 6-Speed O/D Transmission 4.56 Limited-Slip Axle 14,500 GVWR Payload Package Power Windows & Locks Remote Keyless Entry AM/FM Stereo Includes: Rockport 16' L x 96" W x 90" H CARGO PORT Box Body #RPAF169690FX	60,055.67	60,055.67
1	PREMIUM BOX BODY GAS	PREMIUM INSTALL - BOX BODY - 14'/16' - GAS	56,550.00	56,550.00



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Quantity	Item Code	Description	Price per quantity	Amount
		<ul style="list-style-type: none"> - High Traction Flooring - Kemlite Covered Walls & Ceiling - Insulated - 110V Electrical Outlets - High Visibility Strobe Light Package - LED Directional Signal - Sub-Roofline Mounted <p>CONTROL ROOM:</p> <ul style="list-style-type: none"> - 13,500 BTU A/C Unit - Partition Wall - Pass-Through Door - Observation Window - Counter Top Workstation - Overhead Storage Cabinet - Streetside - Storage Closet - Curbside - Bench Seat With Storage - LED Light - Ceiling Mounted - 120V Wall Mounted Heater - Rack Mount Storage - Printer/ Scanner - 34" PBP Monitor - Worksite Viewing Monitor - Rear Facing Camera 		



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Quantity	Item Code	Description	Price per quantity	Amount
		REAR WORK AREA: - Rear Facing TV For Inspection Viewing - LED Ceiling - Mounted Lights (2) - Utility Cabinet & Workbench - Streetside - Tool Box & Workbench - Curbside - Overhead Storage Cabinet - Curbside - Reel Rack - 2 Compartment Drawer & Slide Tray - 20 Gallon Wash Down Tank - 25' Retractable Reel - Sanitary Station- Sanitizer, Towel & Rubber Glove Holder - Rear Flood Light (2) - 5500 Watt Onan Gasoline Generator - 30 Amp Converter Charger - Shore Power Plug & Cord"		
1	TOOL BOX UPGRADE - RANGER 5060-06	TOOL BOX UPGRADE Ranger: Model 5060-06 Aluminum Weight Capacity: 150 lbs Dimensions: 18D x 24W x 36H in Cable latching drawers Locking bar for padlocking all drawers simultaneously	3,400.00	3,400.00
1	Rackmount-PC	Rackmount computer	3,100.00	3,100.00



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Quantity	Item Code	Description	Price per quantity	Amount
		Intel Core i7 processor, 16GB RAM, 256GB M.2 SSD drive for Operating system and programs, 1TB M.2 SSD for data storage, DVD drive, Video capture card, Windows 10 Pro Operating system, keyboard and mouse.		
1	MISC	2 Days On-Site Training	0.00	0.00
1	HGAC Contract	Minicam HGAC #SC06-24		

*Quotes are good for 30 days unless otherwise noted.

Total \$390,055.67

*Quote is subject to manufacturer surcharges

Proposed by Fredrickson Supply
Alex Pummill
Printed: Alex Pummill

Accepted by Customer
Printed:

Minicam Inc
 12600 Newburgh Rd
 Livonia, MI 48150
 +1 7347445557 accounts@minicaminc.com
 www.minicaminc.com



Specifications # 2732-1

SALES REP:
 Fredrickson Supply

340 USERRVINT
 City of Flint, MI

	DESCRIPTION	QTY
	◆ MAINLINE CRAWLER & CAMERA EQUIPMENT ◆	
VCU500US	VCU500 TRUCK MOUNTED CONTROL UNIT: - Compatible With, RAP, ACR & LCR Reels - Standard Controls Operate CRP90/140, CPL150, CRP300 & LAT150 - 30GB Hard Drive Standard For Record and Reporting Functions - Compatible with External Computer for 3rd Party Software - Rack Mount Power Supply Included *Required For Lateral Launch	1
VIP07	7M LINK CABLE: Van Interface Plate For Use With ACR Reels	1
ACR350US	1,150' FULLY SYNCHRONIZED REEL: - Self Layering Level Wind With Built In Counter - Removable Drip Tray - Bluetooth Joystick Remote - Cable Included - Optional Cable Guide - Use VGP350	1
VGP350	VGP350 VAN MOUNTED ROLLER: - Optional Add On For ACR350	1
CRP14	140MM PROTEUS CRAWLER: - Steerable 6-Wheel Drive - Motorized Lift - Built-In Standard - Inclination & Tilt Sensor - Standard - Multi-Frequency Sonde - 33, 512 & 640Hz - Includes (6) 90MM Soft Rubber Wheels - Center In 6 - 24"	1

CAM028L	<p>CAM028L PAN&TILT: 1</p> <ul style="list-style-type: none"> - Lasers Standard for Measurement Functions - Hight Resolution - Adjustable Focus - Continuous Rotation - Auto-Home Feature - (6) High Powered & Adjustable LED Lights - Pressurized to 14psi - 120:1 Zoom (10x Optical-12x Digital) & 135Deg of Pan - Compatible with CRP140, CPL150 & CRP300
ALB300	<p>AUX LIGHT/BACKEYE CAMERA - PROTEUS 1</p>
	<p>◆ LATERAL LAUNCH EQUIPMENT ◆</p>
LCR350US	<p>LCR350 - LATERAL CABLE REEL: 1</p> <ul style="list-style-type: none"> - 1000' of cable and 165' of semi-flexible rod- Self layering mechanism keeps cable evenly wrapped on and off the reel - Cable payout and retrieval is synchronized with the crawler - Supplied with an extending guide arm roller system - Built in controls at the reel for cable tension adjustments during setup <p>*Compatible with VCU500 Controller and ACR style mainline reels.</p>
LAT150	<p>LAT150 - LATERAL LAUNCH CRAWLER: 1</p> <ul style="list-style-type: none"> - Inspect laterals from 3 inch and main sewers from 6 inch - 8-wheel drive, fully steerable and pressurized- Push rod deploy bells feed to a launch aiming unit for guiding lateral camera - Forward observation camera with LED light - Built-in backup camera with LED light - Inclonometer & multi-frequency sonde standard - Supplied with one set of 8 x 90mm rubber wheels & Quick Release Wheel Lock
CAM050LAT	<p>CAM050 LATERAL PAN & TILT CAMERA:</p> <ul style="list-style-type: none"> - Suitable for pipe sizes 3"+ - Suitable for Lateral System * Compatible with ASS-006-322 Lateral Pin * NOT compatible with CCP60/100 coilers <p>◆ WHEELS ◆</p>
QRW115SR/150	<p>115MM SOFT RUBBER WHEEL: 6</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (4) - LAT150 - Use (6) - Quick Release Connection - Center In 8 - 15"
QRW140SR/150	<p>140MM SOFT RUBBER WHEEL: 6</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (4)

	<ul style="list-style-type: none"> - LAT150 - Use (6) - Quick Release Connection - Center In 12 - 20" 	
QRW140XLSR/150	<p>140MM SOFT RUBBER WHEEL WITH XL HUB:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (4) - LAT150 - Use (6) - Quick Release Connection - Center In 12 - 24" 	4
QRW90PCD/150	<p>90MM POLY-CRYSTALLINE DIAMOND:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (2) or (4) - LAT150 - Use (4) or (6) - Quick Release Connection - Center In 6 - 12" 	4
QRW115PCD/150	<p>115MM POLY-CRYSTALLINE DIAMOND WHEEL:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (2) or (4) - LAT150 - Use (4) or (6) - Quick Release Connection - Center In 8 - 15" 	4
QRW140PCD/150	<p>140MM POLY-CRYSTALLINE DIAMOND WHEEL:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (2) or (4) - LAT150 - Use (4) or (6) - Quick Release Connection - Center In 10" - 15" 	4
QRW250BT/150	<p>10" BALLOON WHEEL:</p> <ul style="list-style-type: none"> - Compatible With PCC01 - Use (4) - Quick Release Connection- Center In 30 - 48" 	4
	<p>◆ TOOLS & ACCESSORIES ◆</p>	
PCC01	<p>LARGE DIAMETER CRADLE:</p> <ul style="list-style-type: none"> - Compatible With CRP140 & CPL150 - Includes (4) 8" Balloon Tires- Center In 18 - 48" - Compatible With 140mm Rubber Wheels - Option To Add (4) 10" Wheels. Use QRW250BT 	1
ASS-006-322	<p>CAM050 LATERAL PIN:</p> <ul style="list-style-type: none"> - Suitable for entering 4" lateral connections from a 6" main (& larger) - Assists operator in alignment of camera during deployment 	1
PKP01	<p>PRESSURIZATION KIT:</p> <ul style="list-style-type: none"> - Compatible With All Proteus Equipment - Carry Case - Regulator, hose and charging valve - 2 x CO2 cartridges Included 	1
CGP01	<p>CABLE GUIDE PULLEY:</p> <p>Sub-Surface Cable Protection</p>	1

TRP TOP ROLLER PULLEY: 1
Surface Level Cable Protection

◆VEHICLE & UPFIT◆

E450G176-2W- 2024 Ford E450 Gasoline, DRW Cutaway Chassis, 1 1
DD36767 176" Wheel Base, including:

- 7.3L V8 Premium Engine
- 6-Speed O/D Transmission
- 4.56 Limited-Slip Axle
- 14,500 GVWR Payload Package
- Power Windows & Locks
- Remote Keyless Entry- AM/FM Stereo

Includes:

Rockport 16' L x 96" W x 90" H CARGOPORT Box
Body #RPAF169690FX

PREMIUM BOX BODY - *PREMIUM INSTALL - BOX BODY - 14'/16' - GAS 1
GAS

- High Traction Flooring
 - Kemlite Covered Walls & Ceiling - Insulated
 - 110V Electrical Outlets
 - High Visibility Strobe Light Package
 - LED Directional Signal - Sub-Roofline Mounted
- CONTROL ROOM:
- 13,500 BTU A/C Unit - Partition Wall - Pass-Through Door - Observation Window - Counter Top Workstation - Overhead Storage Cabinet - Streetside - Storage Closet - Curbside - Bench Seat With Storage - LED Light - Ceiling Mounted - 120V Wall Mounted Heater - Rack Mount Storage - Printer/ Scanner - 34" PBP Monitor - Worksite Viewing Monitor - Rear Facing Camera

REAR WORK AREA:

- Rear Facing TV For Inspection Viewing - LED Ceiling - Mounted Lights (2) - Utility Cabinet & Workbench - Streetside - Tool Box & Workbench - Curbside - Overhead Storage Cabinet - Curbside - Reel Rack - 2 Compartment Drawer & Slide Tray - 20 Gallon Wash Down Tank - 25' Retractable Reel - Sanitary Station- Sanitizer, Towel & Rubber Glove Holder
- Rear Flood Light (2)
- 5500 Watt Onan Gasoline Generator
- 30 Amp Converter Charger - Shore Power Plug & Cord"

TOOL BOX UPGRADE - RANGER 5060-06	TOOL BOX UPGRADE - Ranger: Model 5060-06 - Aluminum - Weight Capacity: 150 lbs - Dimensions: 18D x 24W x 36H in - Cable latching drawers - Locking bar for padlocking all drawers simultaneously	1
Rackmount-PC	Rackmount computer - Intel Core i7 processor, 16GB RAM, 256GB M.2 SSD drive for Operating system and programs, 1TB M.2 SSD for data storage, DVD drive, Video capture card, Windows 10 Pro Operating system, keyboard and mouse.	1
Miscellaneous	◆ MISCELLENEOUS ◆ 2 Days On-Site Training	1

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

TODAY'S DATE: October 14, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: CCTV Truck Purchase

PREPARED BY: Cheri Priest for Entrice "Jiggy" Mitchell, Sewer Maintenance Supervisor

VENDOR NAME: Fredrickson Supply

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The sewer department is requesting the purchase of a CCTV truck. This truck will be in addition to the current CCTV truck (5 years old). We utilize our current truck almost daily. Our goal, with the new truck, is to separate the sanitary and storm televising, with one truck dedicated to each collection system. This equipment is vital to sewer maintenance and allows us to see inside sewer lines without having to excavate. This will allow the sewer department to determine any issues that may exist in each system. Fredrickson Supply is a sewer cleaning vehicle dealer that we have used in the past. We have had no issues with the vendor. The truck we purchased 2 years ago has had minimal repair services but we have also had no issues on the repair side. This vendor was chosen as they were the only vendor that met the specific specifications that the sewer department needs for this type of specialized vehicle.

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
2025	590-540.208-863.000	\$1,000,000.00	\$390,055.67	N/A	Pending
2025	590-540.208-863.000	\$1,000,000.00	\$15,000.00	\$4,930.60	N/A
2024	590-540.100-977.000	\$ 490,646.39	\$35,000.00	\$180,775.45	N/A
2023	590-540.208-977.000	\$ 618,000.00	\$525,353.61	\$525,353.61	230104
2022	N/A	N/A	N/A	N/A	N/A

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

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

With 2 CCTV trucks, the sewer department will be able to televise many more lines and identify any issues that may be affecting residents. This will allow us to get the lines on either a relining list, repair schedule and/or cleaning schedule. This should decrease the amount of issues that residents may experience due to issues in the sanitary and storm collection systems.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

This is a budgeted purchase and funding is available.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	590-540.208-863.000	Vehicle & Equipment Charges	N/A	\$390,055.67
FY25 GRAND TOTAL				\$390,055.67

CITY OF FLINT



STAFF REVIEW FORM

Revised 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 N/A

BUDGET YEAR 2 N/A

BUDGET YEAR 3 N/A

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 25-0009198

ACCOUNTING APPROVAL Cheri Priest Date: 10/16/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

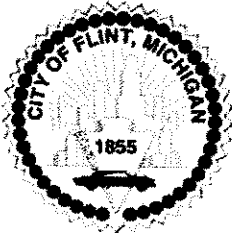
Section V: RESOLUTION DEFENSE TEAM:

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

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Jiggy Mitchell	810-397-7247
2	Tracey Smith	810-691-5366
3	Marquita Blair	810-423-5650

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

DEPARTMENT HEAD SIGNATURE: Entrice Mitchell
Entrice "Jiggy" Mitchell, Sewer Maintenance Supervisor



240484-T

RESOLUTION NO.: _____

PRESENTED: 10-23-2024

ADOPTED: _____

RESOLUTION FOR ACCEPT \$472,000 FROM MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY IN SUPPORT OF ACCESSIBILITY MODIFICATIONS FOR RENTERS, AND BUDGET AMENDMENT AUTHORIZATION TO RECOGNIZE REVENUE AND APPROPRIATE FUNDS

WHEREAS, the council adopted resolution no. 230404 on November 17th, 2023 accepting \$440,000.00 from MSHDA for their Investing in Community Housing Program which has been transitioned into the MI Neighborhood Program where the city of Flint was awarded an additional \$32,000.00;

WHEREAS, the City was awarded \$472,000 from Michigan State Housing Development Authority (MSHDA) MI Neighborhood Program; and

WHEREAS, this award will the City of Flint to make accessibility modifications for renters; and

WHEREAS, this program is an effort led by the City of Flint Department of Business and Community Services in support of other housing repair efforts; and

IT IS RESOLVED that appropriate City Officials are authorized to do all things necessary to process a budget amendment recognizing grant revenue and corresponding appropriations of funds under the following account:

Account Number	Account Name / Grant Code	Amount
296-704.735-569.000	SMSHD-MICH23 Revenue	\$472,000.00
296-704.735-963.000	SMSHD-MICH23 Expense	\$472,000.00

For the City:

For the City Council:

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

Joe Kuptz, City Attorney

Phillip Moore, Interim Chief Finance Officer



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 10/21/2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution For Accept \$472,000 From Michigan State Housing Development Authority In Support Of Accessibility Modifications For Renters, And Budget Amendment Authorization To Recognize Revenue And Appropriate Funds

PREPARED BY: Shelby Bader, Department of Business and Community Service, ext. 3009

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The city council authorized the acceptance of a \$440,000 grant from MSHDA for housing rehabilitations throughout the city of Flint. Since the acceptance of the award the grantor(MSHDA) has changed the program to a Community Housing Program which allows an additional \$32,000 in funds to be added to the original grant amount. This resolution allows the City of Flint to accept a total of \$472,000.00 from MSHDA for their MI Neighborhood Program which will allow the City to perform housing rehab for renters with disabilities across the city.

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

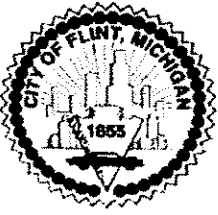
Resolution# 230404 Authorized the acceptance of \$440,000 of MSHDA funds to this program before MSHDA redid the program and allocated an additional \$32,000.00 to the City of Flint.

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

This program creates a unique opportunity for disabled renters across the city to complete upgrades to their homes that will allow their homes to better suit their needs.

FINANCIAL IMPLICATIONS:

These funds will be required to be spent within 24 months of the grant date.



CITY OF FLINT STAFF REVIEW FORM

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
BCS	SMSHD-MICH23 Revenue	296-704.735-569.000	SMSHDMICH23	\$472,000.00
BSC	SMSHD-MICH23Expense	296-704.735-963.000	SMSHDMICH23	\$472,000.00
FY24 GRAND TOTAL				736,122.00

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

BUDGET YEAR 1 \$472,000.00

BUDGET YEAR 2

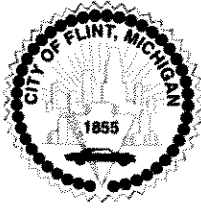
BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: _____
(Emily Doerr, Director Business and Community Services)

240496-T



RESOLUTION NO.: _____

PRESENTED: 11-6-24

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AWARDED CONTRACT TO AERO FILTER FOR FILTER CHANGES THROUGHOUT THE CITY HALL COMPLEX

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for environmental remediation at City Hall, via Resolution 230149.

To implement that resolution, Aero Filter, 1604 East Avis Dr., Madison Heights, MI submitted a quote to replace the air filters throughout City Hall and the Police Department as requested by the Department of Finance, Maintenance Division.

Account Number	Account Name	Amount
287-230.200-801.000	Professional Services	\$ 18,750.00
	FY25 GRAND TOTAL	\$ 18,750.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to Aero Filter, Inc. for air filter unit changes in an amount not to exceed \$18,750.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0327
CLYDE D EDWARDS / A0327 (Oct 25, 2024 13:25 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 25, 2024 13:11 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 25, 2024 12:33 EDT)
Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

TODAY'S DATE: October 23, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Filter changes at City Hall

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

VENDOR NAME: Aero Filter, Inc.

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Maintenance Division hires a company to change the filters in the heating units. This is done to promote healthier working conditions and to enhance energy usage. Aero Filter is the only company that Maintenance knows will move the furniture around to get to the filters and they have held the same price for several years. Two years we asked our HVAC vendor, William E. Walter, if they would make the filter changes and they told us it was going to be a lot more than \$20,000.00. The Maintenance Division has used Aero Filter for filter changes since 2013.

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

Table with 6 columns: Fiscal Year, Account, FY GL Allocation, FY PO Amount, FY Expensed, Resolution. Rows include data for FY13, FY14, FY15, FY20, and FY24.

This service has not been done every year.

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

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

Changing the air filters promotes healthier air for employees to breathe.

- It Improve air quality: A clean filter removes dust and allergens from the air.
- Improve system performance: A clean filter prevents blockages that can make the HVAC system work harder and reduce energy efficiency.
- Prevents clogged filters: A clogged filter can release pollutants into the air and causes the HVAC system to fail.
- Prevents allergies: An older filter can become saturated with allergens that can negatively affect employee’s health.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

The mold and remediation resolution allocated \$500,000 to be used for mold remediation at City Hall. Last year, the filter changes used the ARPA account number in the amount of \$18,750. This year, a resolution is before Council for the replacement of the walkway outside of City Hall, using mold and remediation ARPA funds in the amount of \$ 309,586.00. There will still be approximately \$150,000 left in the mold and remediation ARPA account.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Maint.	Professional Services	287-230.200-801.000	FUSDT-CSLFRF	\$18,759.00
FY25 GRAND TOTAL				

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 October 9, 2024

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

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: Kathryn Neumann Kathryn Neumann (Oct 23, 2024 17:13 EDT) Date: _____

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)

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Lee Osborne	810 691-6786
2	Phillip Moore	
3		

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

DEPARTMENT HEAD SIGNATURE: lee osborne lee osborne (Oct 25, 2024 10:46 EDT)
(Lee Osborne, Facilities Maintenance Operations Manager)

240497-T



RESOLUTION NO.: _____

PRESENTED: 11-6-24

ADOPTED: _____

Proposal 24000516

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO J & M TREE SERVICE CHANGE ORDER #1
FOR ADDITIONAL ARPA TREE REMOVALS IMPACTING SIDEWALKS
THROUGHOUT THE CITY OF FLINT**

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for environmental remediation at City Hall, via Resolution 230149.

The Division of Purchases & Supplies solicited bids for ARPA tree removals impacting sidewalks throughout the City of Flint in which J & M Tree Services, 4618 Milton Dr., Flint, Michigan was one of the awarded bidders.

On April 8, 2024, the appropriate City Officials were authorized to enter into a contract per resolution #240098 with J & M Tree Service, in an amount not to exceed \$862,500.00, and

Since there's still funds left in the Tree Maintenance ARPA account number, the Department of Public Works, Street Maintenance Division is requesting additional tree removals and trimmings in the amount not to exceed \$75,000.00. Funding for said services will come from the following accounts:

Account Number	Account Name	Amount
101-449.217-801.000	Professional Services	\$75,000.00
	FY25 GRAND TOTAL	\$75,000.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into change order #1 to the contract with J & M Tree Service for additional ARPA tree removals impacting sidewalks throughout the City of Flint, in an amount not to exceed \$75,000.00 and a revised aggregate amount of \$937,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0329
CLYDE D EDWARDS / A0329 (Oct 25, 2024 11:31 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 25, 2024 10:39 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 25, 2024 08:39 EDT)
Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

TODAY'S DATE: October 24, 2024

BID/PROPOSAL# 24000516

AGENDA ITEM TITLE: ARPA Tree Removals

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

VENDOR NAME: J & M Tree Service

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

J & M Tree Service was awarded a contract to remove City trees located in the right-of-way that were severely impacting sidewalks on April 8, 2024 in the amount of \$862,500.00. There were still ARPA funds for trees that were unused and a decision was made to award additional monies to J & M Tree Service. Work started this summer and many trees have already been removed. Several departments use (and have used) J & M Tree Service. The City of Flint, Parks & Recreation started using J & M Tree Service at least two decades ago.

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
FY21	202-449.215-801.000		\$73,000	\$52,700	None
FY22	203-449.215-801.000		\$125,000	\$122,825	210351
FY23	202-449.215-801.000	\$165,000	\$118,000	\$117,425	210351
FY24	203-449.215-801.000	\$315,000	\$165,500	\$112,400	210351
FY25	203-449.215-801.000	\$325,000	\$40,000	\$7,275	None

The City of Flint has issued many purchases orders to J & M Tree Service prior to 2012.

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

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

Throughout the City of Flint, sidewalks are severely impacted by trees growing in the right-of-way. Removal of these trees and the removal of the tree roots, will allow contractors to replace sidewalks. Sidewalks in good condition benefit residents so that children can play, and residents can walk without worrying about tripping. Sidewalks that are in good condition benefit home values and promotes walkability in neighborhoods. Also, residents that want new trees will be able to request replacement trees.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

\$2 million dollars in ARPA funds were allocated for tree removals. Adding these funds to J & M's contract will almost exhaust the full \$2 million.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Transp.	Tree Maintenance – ARPA	101-449.217-801.000		
FY25 GRAND TOTAL				

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 October 9, 2024

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 250009435

ACCOUNTING APPROVAL: Kathryn Neumann Date: _____
Kathryn Neumann (Oct 24, 2024 12:49 EDT)

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)

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Rodney McGaha	810 691-3106
2	Heather Griffin	810 423-7197
3		

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
Rodney McGaha (Oct 24, 2024 13:34 EDT)
(Rodney McGaha, Director of Transportation)

240098



RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: 4-08-2024

(Proposal 24000516)

BY THE CITY ADMINISTRATOR:

RESOLUTION AWARDING A CONTRACT TO J & M TREE SERVICE FOR TREE REMOVALS IMPACTING SIDEWALKS THROUGHOUT THE CITY OF FLINT

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

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for tree removals in the right-of-way as requested by the Department of Public Works, Transportation Division.

Staff recommends awarding a contract to J & M Tree Service, one of two lowest responsive bidders from five solicitations received.

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

Account Number	Account Name	Amount
101-449.217-801.000	Tree Maintenance - ARPA (RR)	\$ 862,500.00
	FY24/FY25/FY26 GRAND TOTAL	\$ 862,500.00

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 J & M Tree Service for removals of trees that are impacting sidewalks, in an amount not to exceed \$862,500.00. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:

William Kim
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

(Signature)

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager

240498-T



RESOLUTION NO.: _____

PRESENTED: 11-6-24

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR
THE PURCHASE OF A NEW BROCE RJT350 SELF-PROPELLED SWEEPER**

The City of Flint, Department of Public Works, Street Maintenance Division, is requesting a purchase order be issued to AIS Construction Equipment, 4600 AIS Drive, Bridgeport, MI for the purchase of a new Broce RJT350 Self-Propelled Sweeper.

This is a qualified purchase under MiDeal State Contract #240000000158. There is adequate funding for said purchases from the listed accounts:

Account Number	Account Name	Amount
202-449.201-977.000	Equipment	\$ 10,000.00
203-449.201-977.000	Equipment	\$ 79,841.00
	FY25 GRAND TOTAL	\$ 89,841.00

IT IS RESOLVED, that The Division of Purchases and Supplies, upon City Council’s approval, is hereby authorized to issue a purchase order to AIS Construction Equipment for the purchase of a new Broce RJT350 self-propelled sweeper in an amount not to exceed \$89,841.00 for FY25.

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0328
CLYDE D EDWARDS / A0328 (Oct 25, 2024 11:32 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 25, 2024 10:29 EDT)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 25, 2024 08:52 EDT)

Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

TODAY'S DATE: October 23, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Broce Self Propelled Sweeper

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

VENDOR NAME: AIS Construction

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Street Maintenance currently rents a sweeper that is used for milling and prepping streets before they are paved. The rental company also makes the City pay for a person to operate the sweeper, which makes the rental very costly. Street Maintenance is requesting to purchase a self-propelled sweeper because it will be more efficient (and cost conscious) to buy one. This equipment will be used on a daily basis during street paving months.

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

Table with 6 columns: Fiscal Year, Account, FY GL Allocation, FY PO Amount, FY Expensed, Resolution. The table is currently empty.

This is the first purchase of a self-propelled sweeper. The City of Flint has used AIS for the last few decades for the rental and purchase of equipment. The City bought the paver from AIS several years ago and they also do the repairs. The City rents sweepers and the dump trucks used for fall leaf clean up season.

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

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

This sweeper will be used when milling/prepping roads for paving. There is a possibility that it may be used in winter to blow snow off bridges. The benefit to residents is more efficient paving of streets and better use of taxpayers funds.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

[Empty box for explanation]

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

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include Streets Equipment with amounts \$10,000 and \$79,841, and a total of \$89,841.00.

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES [x] NO [] REQUISITION NO: 250009402

ACCOUNTING APPROVAL: Kathryn Neumann (Oct 23, 2024 17:18 EDT) Date:

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

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

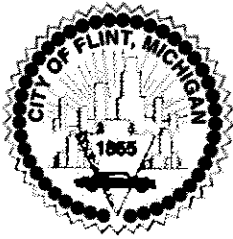
Section V: RESOLUTION DEFENSE TEAM:

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

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Rodney McGaha	810 691-3106
2	Don Thompson	810 240-4180
3	Dan Schiller	810 691-4788

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
Rodney McGaha (Oct 24, 2024 06:05 EDT)
(Rodney McGaha, Director of Transportation)



RESOLUTION NO.: 240499-T

PRESENTED: 11-6-24

ADOPTED: _____

Resolution Authorizing entering into a grant agreement with Michigan State Police for participation in a Byrne Discretionary Grants Program funded by the Department of Justice

BY THE CITY ADMINISTRATOR:

WHEREAS, The Michigan State Police was awarded \$4,347,000 from the Byrne Discretionary Grant Program, the Michigan State Police will provide a subawards to nine local law enforcement agencies; and

WHEREAS, The City of Flint Police Department has been granted a subaward, in the amount of \$160,500.00, from Michigan State Police; and

WHEREAS, Funding from this grant allows for equipment and technology upgrades including associated training for the police department;

Account Number	Account Name	Amount
296-302.738-569.000	State Grant - Other	\$160,500.00
296-302.738-977.000	Equipment	\$160,500.00

IT IS RESOLVED, that the appropriate City officials, upon the City Council approval, are hereby authorized to do all things necessary to participate with the Michigan State Police, in the Byrne Discretionary Grant Program between the City of Flint and the Michigan State Police, accept the subaward, amend the FY25 budget, appropriate award funding for revenue and expenditures in future fiscal years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan, in the amount of \$160,500.00, to grant code SMSP-BCP23.

APPROVED AS TO FORM:

J. Kuptz
Joseph Kuptz (Oct 28, 2024 16:07 EDT)

Joseph Kuptz, Acting Chief Legal Officer

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 28, 2024 16:21 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0332
CLYDE D EDWARDS / A0332 (Oct 29, 2024 11:36 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

, City Council President



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9 , 2024

TODAY'S DATE: 10/16/2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Authorizing entering into a grant agreement with Michigan State Police for participation in a Byrne Discretionary Grants Program funded by the Department of Justice.

PREPARED BY: Angela Amerman – Finance/Police

VENDOR NAME: Department of Justice

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Department of Justice has awarded the Michigan State Police \$4,347,000 from the Byrne Discretionary Grant program. The Michigan State Police will provide a subaward to the City of Flint in the amount of \$160,500.00. The Police Department is requesting the approval for the acceptance of \$160,500.00 from the Department of Justice for the purpose of participating with the Michigan State Police in the Byrne Discretionary Grants Program. There is no local match required. Funding from this grant allows for equipment and technology upgrades including associated training for the Police Department. I do not see where this has been awarded in the past.

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



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9 , 2024

Section III.

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

The benefit to the City of Flint residents and city operations are much needed equipment and possible upgrades to technology. The grant is based on the public safety needs of each community. This initiative is aimed at reducing crime, including planning, evaluation, and technology improvements programs. Some upgrades for surveillance cameras and license plate readers also help some departments counteract lower staffing levels while reducing crime.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

This will increase the Police budget due to the grant funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Equipment	296-302-738.569.000	SMSP-BCP23	\$160,500.00
FY25 GRAND TOTAL				\$160,500.00

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

BUDGET YEAR 1 \$

BUDGET YEAR 2



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: [Signature] Date: _____

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	Terence Green	(810) 237-6800
2	Jeff Antcliff	(810) 237-6800
3	Tyrone Booth	(810) 237-6800

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Terence Green
Terence Green (Oct 28, 2024 09:52 EDT)

(Terence Green, Police Chief)

BYRNE COMMUNITY PROJECT GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

City of Flint Police Department

210 E. 5th St.
Flint, MI 48502

Unique Entity Identifier: _____

hereinafter referred to as the "Contractor"
for

MSP Project Number: Byrne Community Project-03

I. Period of Agreement:

This Agreement shall commence on **10/01/2023** and continue through **6/30/2025**.

This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$160,500.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$160,500.
- C. The Assistance Listings Number is 16.753.
- D. The Assistance Listings Program Title is Congressionally Recommended Awards.
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 15PBJA-23-GG-00106-BRND.
- G. The federal project title is Support for Mid-Michigan Law Enforcement.

III. Grant Summary:

The MSP will provide subawards to nine local law enforcement agencies (Genesee County Sherri's Office, Saginaw Police Department, City of Linden Police Department, Mt. Morris Township Police Department, City of Fenton Police Department, City of Flint Police Department, Genesee Township Police Department, Bay County Sheriff's Office) across Michigan, as well as the Michigan State Police. The Michigan State Police will assist to meet the unique needs of Michigan Law enforcement entities by delivering the federal funding for equipment purchasing and technology upgrades including associated training. Some of these critical upgrades are to improve equipment, technology, patrol vehicles, to ensure the enduring efficacy of Michigan's law enforcement. This is a good use of taxpayer funding because it will improve public safety, officer safety, and increase the transparency of law

enforcement through technology improvements. Some upgrades for surveillance cameras and license plate readers also help some departments counteract lower staffing levels while reducing crime.

IV. Statement of Work:

The Contractor agrees to undertake, perform, and complete the services described in Attachment 1, which is part of this Agreement through reference. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment.

V. Project Timeline:

The Contractor agrees to undertake, perform, and complete the services within the timeline described in Attachment 2, which is part of this Agreement through reference. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment.

VI. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 3, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment submitted to the Department.

Budget deviation allowances are not permitted.

VII. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if accepted by both the Contractor and the Department.

VIII. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by the Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program, grant # 15PBJA-23-GG-00106-BRND, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

a. FSR:

FSRs must be prepared and submitted to the Department no later than 30 days after the close of each reporting period. An example is found in Attachment 4 which is part of this agreement through reference. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

b. Final FSR:

Final FSR is due 30 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. Unobligated Funds:

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. Program Income:

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GCSD-208B) are to be filed quarterly with Contractor's FSR.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GCSD-208A) within 30 days of the acceptance of this Agreement.

5. **Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. **Single Audit:**

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. **Financial Statement Audit:**

Contractors exempt from the Single Audit requirements that receive \$500,000 or more in total funding from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. **Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, Michigan 48909-0634

d. **Penalty:**

i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until

the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. **Delinquent Audit Status Notification Letter:**

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. **Other Audits:**

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

D. **Equipment Purchases and Title:**

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (Attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

E. **Record Maintenance/Retention:**

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

F. **Authorized Access:**

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

G. **Subcontractor/Vendor Monitoring:**

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as

amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subcontractors are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. Subcontracts:

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper reporting period FSR. Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.

H. Notification of Modifications:

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

I. **Software Compliance:**

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

J. **Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

IX. **Department Responsibilities:**

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

X. **Department Contract Manager/Administrator of the Agreement:**

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: (517) 898-9496
Email: becker@nichigan.gov

XI. **Agreement Suspension/Termination:**

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 60 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VIII, K of this Agreement during the term of this Agreement or any extension thereof.

XII. **Final Reporting Upon Termination:**

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall

provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XIII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XIV. Liability:

- A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XV. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the start of the Period of Agreement (April 1, 2023).
- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 15PBJA-23-GG-00106-BRND are agreed to by the Contractor. A copy of award 15PBJA-23-GG-00106-BRND is included as an attachment for reference.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

XVI. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliance@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

- 1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling

sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*
 - a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. **Training:**

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

8. It shall determine if an Equal Employment Opportunity Plan (EEO) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEO, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEO is not required. If the Contractor is required to develop an EEO, but is not required to submit the EEO to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEO is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEO shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEO requirements may be found at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.
9. If the Contractor is a governmental entity:
- It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 - It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. **Non-Supplanting:**

It is imperative that the Contractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

- Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
- Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
- Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1

and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVII. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- New construction.
- Service contracts and training beyond the expiration of this Agreement.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVIII. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XIX. Conflict of Interest:

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XX. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XXI. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

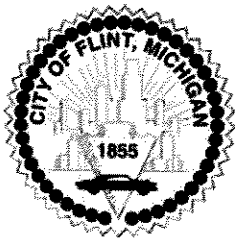
XXII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXIII. Contractor Signature:

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official Terence Green	Signature of Contractor's Authorized Official <i>Terence Green</i>	Date 11-2-23
Name of Department's Authorized Official Nancy Becker Bennett	Signature of Department's Authorized Official <i>Nancy Becker Bennett</i>	Date 11-7-23



RESOLUTION NO.: 240501-T

PRESENTED: 11-6-24

ADOPTED: _____

RESOLUTION AUTHORIZING RETAINING LIGHTHOUSE TO PROVIDE EXCESS GENERAL LIABILITY INSURANCE COVERAGE

BY THE CITY ADMINISTRATOR:


WHEREAS, the City of Flint through Lighthouse Group, its current broker, solicited proposals for general liability coverage; and

WHEREAS, the Department of Finance is recommending that the Lighthouse Group be retained to provide the City with general liability insurance coverage through the Old Republic Union Insurance Company for the period 11/23/2024-11/23/2025 for a cost of \$743,274.15. The option to include Terrorism coverage is an additional \$6,966.00 for a total combined cost of \$750,240.15.


IT IS RESOLVED, that the appropriate City officials are authorized to enter into a contract with the Lighthouse Group to provide the City with its general liability and terrorism coverage through the Old Republic Union Insurance Company at a premium not to exceed \$750,240.15 for the 12 months beginning 11/23/2024 to 11/23/2025. Funding for these services will come from account 677-267.651-955.000.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:


Joseph Kuptz (Nov 1, 2024 09:31 EDT)

Joseph Kuptz
Acting City Attorney


Phillip Moore (Nov 1, 2024 09:26 EDT)

Phillip Moore
Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS /A0335
CLYDE D EDWARDS /A0335 (Nov 1, 2024 16:48 EDT)

Clyde Edwards
City Administrator



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

TODAY'S DATE: October 30, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution Authorizing Retaining the Lighthouse Group to Provide Excess General Liability Insurance Coverage

PREPARED BY: V. Foster

VENDOR NAME: Lighthouse Group

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Lighthouse Group, the City's insurance broker, solicited quotes for its excess general liability policy. Of the seven carriers responding, six declined to submit quotes. Old Republic Union Insurance Company, the City's current provider, was the only market willing to offer terms.

Old Republic Union Insurance Company responded with a formal quote of \$724,000.00, plus \$19,274.15 for surplus lines fees and taxes. The City has the option to purchase Terrorism coverage for an additional cost of \$6,966.00. The total for general liability insurance, taxes/fees, and terrorism coverage would be \$750,240.15.

The premium quoted in the attached proposal represents an increase of 15% from the previous year. The increase is due to several factors, including past claims activity and large liability awards across the United States. Municipalities are a targeted class of business for liability claims and are experiencing increases in lawsuits.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2024	Risk-Benefit Insurance	677-267-651-955.000	635,510.00	635,510.00	230409
2023	Risk-Benefit Insurance	677-267-651-955.000	560,957.50	560,957.50	220489
2022	Risk-Benefit Insurance	677-267-651-955.000	465,843.85	465,843.85	210572
2021	Risk-Benefit Insurance	677-267-651-955.000	411,900.00	411,900.00	200480
2020	Risk-Benefit Insurance	677-267-651-955.000	343,951.50	343,951.50	200013



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

Section III.

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

The excess general liability policy protects both the City and its residents from claims arising from Bodily Injury (including auto liability) and Property Damage against someone else's property as a result of City operations. Excess General Liability coverage is important when dealing with large losses.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Finance	Risk/Insurance	677-267-651-955.000	N/A	\$750,240.15
FY25 GRAND TOTAL				\$750,240.15

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 250009519

ACCOUNTING APPROVAL: V. Foster

Date: 10/30/24

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

Section V: RESOLUTION DEFENSE TEAM:

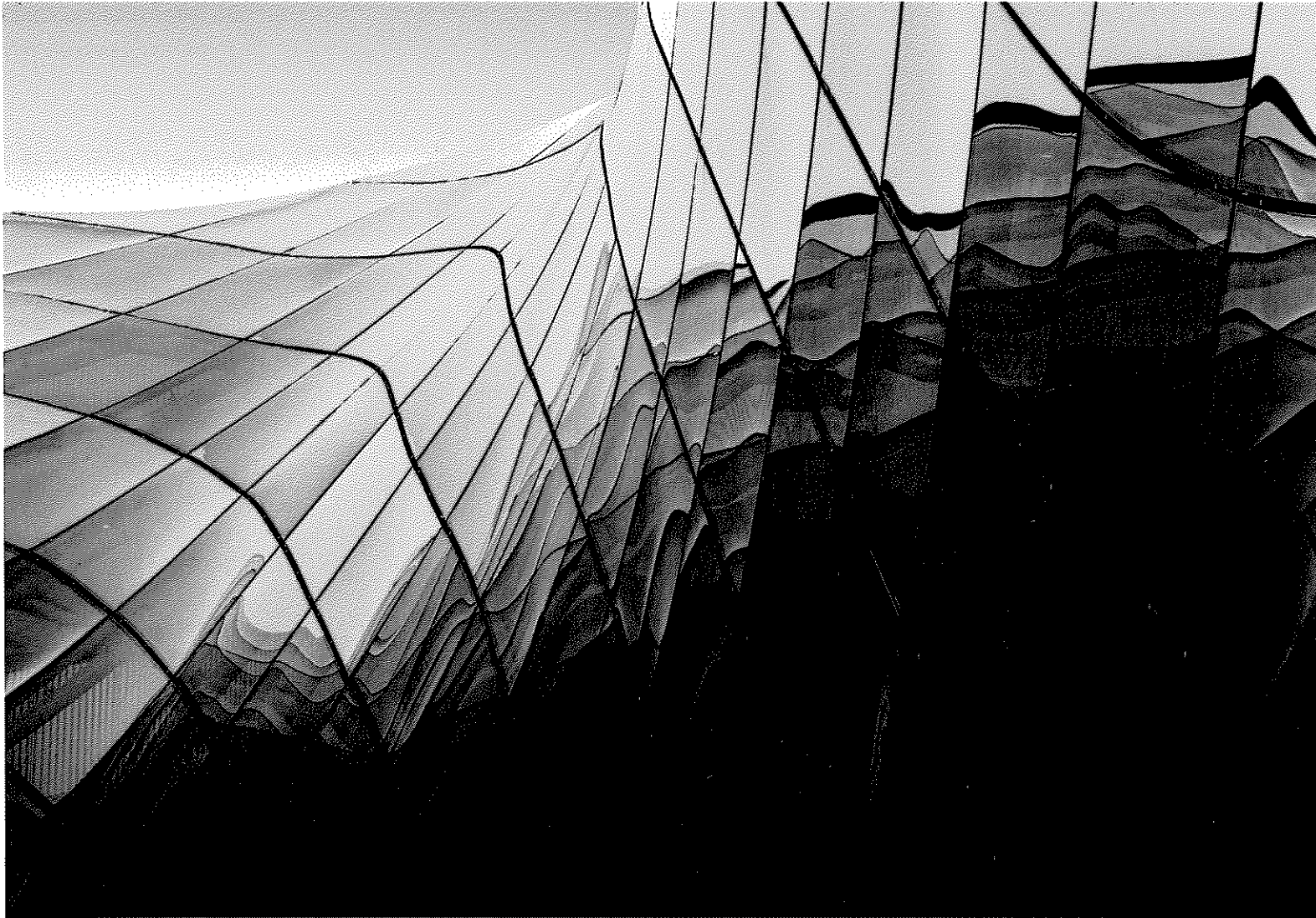
(Places of the names of those who can defend this resolution at City Council)

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Philly Moo
Phillip Moore (Oct 31, 2024 13:18 EDT)
Phillip Moore, Chief Financial Officer

ADMINISTRATION APPROVAL: CLYDE D EDWARDS
CLYDE D EDWARDS (Oct 31, 2024 13:22 EDT)
Clyde Edwards, City Administrator



Insurance Proposal Prepared For

City of Flint

Effective 11-23-24 to 11-23-25

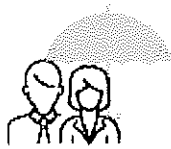


At a glance

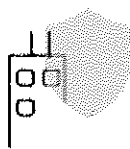
When your business begins and ends with people, it's important to build lifelong client relationships rooted in trust and worth. We believe in delivering tailored solutions and comprehensive strategies to help businesses, individuals, families and communities achieve their goals.

Areas of expertise

Comprehensive solutions for employers and employees



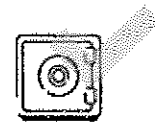
EMPLOYEE BENEFITS



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.

ALERAGROUP.COM | 86.2724

*Statistics accurate as of 3/31/24

Named Insureds

- City of Flint

Location Schedule

Loc #	Address	City	State	Zip
01	1101 S. Saginaw St. Room 203	Flint	MI	48502
02	210 E Fifth St.	Flint	MI	48502
11	4535 M L King Ave	Flint	MI	48503
12	310 E Fifth St	Flint	MI	48502
14	4309 Industrial	Flint	MI	48505
18	202 E Atherton	Flint	MI	48507
20	3310 East Ct St	Flint	MI	48502
22	4500 N Dort Hwy	Flint	MI	48506
23	2800 Hammerburg Rd	Flint	MI	48507
24	1614 Dupont	Flint	MI	48504
25	G-12233 E Potter Rd	Flint	MI	48507
30	G-4652 Beecher Rd	Flint	MI	48507
31	Avon St	Flint	MI	48503
34	6625 Fleming Rd	Flint	MI	48504
35	5629 Fleming Rd	Flint	MI	48504
36	2420 Brownel	Flint	MI	48504
38	2300 Branch	Flint	MI	48506
41	1106 S Averill St	Flint	MI	48506
42	930 East Blvd Dr.	Flint	MI	48502
44	4266 E Pierson Rd	Flint	MI	48506
46	2401 Nolen Dr.	Flint	MI	48503
47	1221 S Vernon	Flint	MI	48506
48	1901 Hammerburg Rd	Flint	MI	48507
49	3300-3400 N Saginaw	Flint	MI	48502
50	2201 Forest Hill	Flint	MI	48504
51	1301-09 Pingree St	Flint	MI	48505
52	1002 W Horne	Flint	MI	48504
53	249 Peer Ave	Flint	MI	48504

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

55	M L King Ave/2 E Pierson	Flint	MI	48505
57	Damon/N Saginaw St	Flint	MI	48501
58	E Hamilton/Ave A	Flint	MI	48505
61	1101 Kearsley Park Blvd	Flint	MI	48503
65	Harrison St	Flint	MI	48502
66	Chicago Blvd / Clancy	Flint	MI	48502
69	3201 Hammerburg Rd	Flint	MI	48507
70	3821 N Franklin	Flint	MI	48506
72	Morningside Dr	Flint	MI	48504
73	702 W 12th St	Flint	MI	48503
74	420 East Blvd	Flint	MI	48502
77	251 East Blvd Dr	Flint	MI	48503
92	1525 M L King Ave	Flint	MI	48502
93	716 W Pierson Rd	Flint	MI	48502
98	630 S Saginaw St	Flint	MI	48507
99	4000 S Saginaw St	Flint	MI	48507
100	121 E 7th St	Flint	MI	48502
104	3402 Western Rd	Flint	MI	48506
105	1100 S Cedar St	Flint	MI	48502
109	G-4662 Beecher Rd	Flint	MI	48507
110	1524 Mackin Rd & 1416 Dupont	Flint	MI	48503
111	2305 W GL Ave	Flint	MI	48503
112	Averill/I-69 Expy	Flint	MI	48506
113	3310 East Ct St	Flint	MI	48506

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

Commercial General Liability

Coverage Form Used

Coverage	Occurrence/Claims Made	Retroactive Date
General Liability	Occurrence	NA
Employee Benefits Liability	Claims Made	8/22/2013
Errors And Omissions Liability	Claims Made	8/22/2013
Employment Practices Liability	Claims Made	8/22/2013
Sexual Harassment Liability	Claims Made	8/22/2013
Sexual Abuse Liability	Claims Made	11/23/2016

Liability Limits

Coverage	Limit	Deductible
General Aggregate	10,000,000	
Each Occurrence	10,000,000	3,000,000
Damage to Premises Rented to You	Included	Included
Incidental Medical Malpractice	Included	Included
Liquor Liability	Included	Included

Automotive Liability

Coverage	Limit	Retention
Each Accident	10,000,000	3,000,000
Garagekeepers' Legal Liability Per Accident	1,000,000	3,000,000

Law Enforcement Liability

Coverage	Limit	Retention
General Aggregate	10,000,000	
Each Occurrence	10,000,000	3,000,000
Incidental Medical Services	Included	Included

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

Errors and Omissions Liability

Coverage	Limit	Retention
General Aggregate	10,000,000	
Each Claim	10,000,000	3,000,000
Employment Practices	Included	Included
Sexual Harassment Liability	Included	Included

Sexual Abuse Liability

Coverage	Limit	Retention
General Aggregate	10,000,000	
Each Claim	10,000,000	3,000,000

Employee Benefits Liability

Coverage	Limit	Retention
General Aggregate	10,000,000	
Each Claim	10,000,000	3,000,000

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
General Liability	Old Republic Union	\$625,905.00	\$724,000.00	\$98,095
Surplus Lines Fees & Taxes	Old Republic Union	\$16,818.88	\$19,274.15	\$2,905.27
Terrorism	Old Republic Union	\$6,850.00	\$6,966.00	\$116
Total Program		\$649,573.88	\$750,240.15	\$100,666.27

All quoted premiums are annual estimates

Company	Best Rating	Admitted or Non Admitted
Old Republic Union Insurance Company	A+ (Superior)	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.

Markets Approached

- Ambridge Partners – Declined, max limit of \$5M.
- Berkley Public Entity – Declined, max limit of \$5M.
- Risk Specialists – Declined, claims history.
- Great American – Declined, not in carrier appetite.
- Liberty Mutual – Declined, don't offer monoline GL/XS – max \$5M on XS.
- Safety National – Declined, max limit of \$5M.

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.

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: 11/23/2024

Policy Type: General Liability

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!

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.



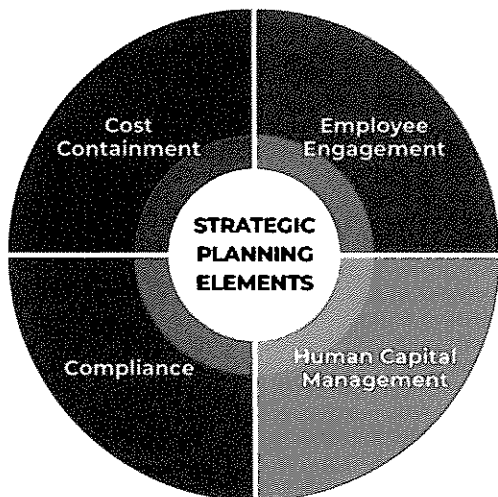
Strategic Employee Benefits Planning

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.

