

# **City of Flint, Michigan**

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



## **Meeting Agenda - Final**

**Tuesday, May 26, 2020**

**5:30 PM**

**ELECTRONIC PUBLIC MEETING**

### **CITY COUNCIL**

*Monica Galloway, President, Ward 7  
Maurice D. Davis, Vice President, Ward 2*

*Eric Mays, Ward 1  
Kate Fields, Ward 4  
Herbert J. Winfrey, Ward 6*

*Santino J. Guerra, Ward 3  
Jerri Winfrey-Carter, Ward 5  
Allan Griggs, Ward 8  
Eva L. Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*Davina Donahue, Deputy Clerk*

## CALL TO ORDER

### SPECIAL PUBLIC NOTICE - ELECTRONIC PUBLIC MEETING

*On March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed testing presumptively positive for COVID-19. On March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint as a result of the threat of COVID-19, and closed City Hall to the public effective March 17, 2020. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a local State of Emergency. Based on the White House guidelines issued on March 16, 2020, and continued on March 30, 2020, for an additional 30 days, it is recommended that people not gather in groups larger than 10 people in order to "flatten" the curve and slow the spread of the virus. On March 24, 2020, Governor Whitmer instituted Executive Order 2020-21, a temporary requirement to suspend activities that are not necessary to sustain or protect life, prohibiting "in-person" work with exceptions for essential and critical infrastructure workers. On April 1, 2020, Governor Whitmer instituted EO 2020-33, expanding a State of Emergency and a State of Disaster in the State of Michigan (rescinding and replacing EO 2020-4). On May 21, 2020, Governor Whitmer instituted EO 2020-96 in order to reaffirm, clarify and extend the suspension of activities not necessary to sustain or protect life.*

*On March 18, 2020, Governor Whitmer instituted Executive Order 2020-15, a temporary authorization of remote participation in public meetings and hearings. EO 2020-48, instituted April 14, 2020, clarifies and extends the duration of that relief, as does EO 2020-75, instituted on May 6, 2020. Therefore, in accordance with Governor Whitmer's Executive Order 2020-75 promoting public health, welfare and safety, and allowing for electronic public meetings during this pandemic, the following meeting is scheduled electronically:*

*Flint City Council Meeting, Tuesday, May 26, 2020, at 5:30 p.m.*

- 1. The public and media may listen to the meeting online by live stream at [www.youtube.com/user/spectacleTV](http://www.youtube.com/user/spectacleTV) or through Start Meeting Solution by dialing (617) 944-8177.*
- 2. In order to speak during the public speaking period of the meeting by telephone, participants will also call (617) 944-8177:*
  - a. All callers will be queued and muted until the Public Speaking portion of the agenda;*
  - b. Public speakers will be unmuted in order and asked if they wish to address the City Council;*
  - c. Public speakers should state and spell their name for the record and will be allowed three (3) minutes for public speaking;*
  - d. The speaker will be returned to mute after the 3 minutes have expired;*
  - e. After the telephonic public speakers are completed, emailed public comments will be read by the City Clerk.*
- 3. The public may send public comments by email to [CouncilPublicComment@cityofflint.com](mailto:CouncilPublicComment@cityofflint.com) no later than 10 minutes prior to the meeting start time of 5:30 p.m.*
- 4. Persons with disabilities may participate in the meeting by the abovementioned means and/or by emailing a request for an accommodation to [CouncilPublicComment@cityofflint.com](mailto:CouncilPublicComment@cityofflint.com), with subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request accommodation, including but not limited to interpreters.*

## ROLL CALL

**PLEDGE OF ALLEGIANCE****PRAYER OR BLESSING****READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

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

**REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA**

*Council shall vote to adopt any amended agenda.*

**SPECIAL ORDERS**

**200205** Discussion/City Council Budget Session/Tuesday, May 19, 2020

A special order to discuss the City Council Budget Session of Tuesday, May 19, 2020, as requested by Council President Galloway.

**200206** Discussion/City of Flint FY21-22 Proposed Budget

A special order to discuss the FY2021 and FY2022 City of Flint Proposed Budget, which shall be adopted by the City Council on or before the first Monday in June with or without amendment for the next fiscal year (per City Charter Section 7-101(A)(6)), as requested by Council President Galloway.

**PRESENTATION OF MINUTES**

**200207** Summary Minutes/Flint City Council/Regular Meeting/April 27, 2020

Summary Minutes of the Flint City Council regular ELECTRONIC PUBLIC MEETING held Monday, April 27, 2020, at 5:35 p.m.

**PUBLIC HEARINGS**

**200183.6** Public Hearing/Obsolete Property Rehabilitation District/3701 Lapeer Road

A public hearing to consider the establishment of an Obsolete Property Rehabilitation District at the property commonly known as 3701 Lapeer Road, Flint, Michigan, at which time the general public, property owners, and any other taxpayer or resident of the city of Flint may appear (participate) and be heard.

**PUBLIC SPEAKING**

## COUNCIL RESPONSE

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes and is subject to all rules of decorum and discipline.*

## PETITIONS AND UNOFFICIAL COMMUNICATIONS

### COMMUNICATIONS (from Mayor and Other City Officials)

**200208** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closures permits (1) dated May 2020 for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

**200209** Office of the City Council/President Monica Galloway/Communication/FY21 and FY22 Budget Overview-Questions

Communication dated May 21, 2020, from Council President Monica Galloway to Mayor Sheldon Neeley, re: Fiscal Year 2021 and Fiscal Year 2022 Budget Overview/Questions.

## ADDITIONAL COMMUNICATIONS

## APPOINTMENTS

## RESOLUTIONS

**200183.1** Establishment/Obsolete Property Rehabilitation District/3701 Lapeer Road

Resolution resolving that parcels of land located at 3701 Lapeer Road within the City of Flint, Genesee County, Michigan, be and are hereby established as an Obsolete Property Rehabilitation District, pursuant to provisions of the Public Acts of P.A. 146 of 2000, and shall be known as the 3701 Lapeer Road District.

**200210** Lease/City of Flint/Consumers Energy/Vehicle Storage

Resolution resolving that the City Administrator is authorized to do all things necessary to enter into a Lease Agreement with Consumers Energy [for the use of the property at 500 W. Pierson Road to store vehicles, in the amount of \$3,000 per month, commencing on May 26, 2020, and concluding July 26, 2020].

- 200211**      Donation/The Church of Jesus Christ of Latter-Day Saints/City of Flint Water Delivery Program
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to appropriate donation funding [to deliver water to those residents who are most vulnerable] from The Church of [Jesus Christ of] Latter-Day Saints, in the amount of \$10,000.00, and to make the donated funds available in the current and any subsequent fiscal years until the funds are diminished and are used for the state purpose.
- 200212**      Payment/Personal Injury Protection Claim/Eric Eads
- Resolution resolving that the City Administrator is authorized to resolve the Personal Injury Protection Claim for Officer Eric Eads, in the amount of \$4,924.85, in satisfaction of any and all claims arising out of said matter, with payment drawn from appropriated funds in the Litigation and Suits Line Item No. 677-266.200-956.300. [NOTE: The City desires to compensate Officer Eads for PIP claims for household chores, among other benefits already covered by a closed Worker's Compensation claim as the result of injury in a vehicle accident.]
- 200213**      Budget Amendment/Charles Stewart Mott Foundation/Financial Recovery Technical Assistance Grant
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to amend the FY20 Budget to include additional funding for the Charles Stewart Mott - Financial Recovery Assistance Grant, with appropriate funding changes to specified line items (Salaries @ \$350,955.00; Consultants @ \$375,000.00; Equipment @ \$75,000.00 = Total \$800,955.00), with all funds placed in the 296 Fund and into Grant Code No. LCSM-17-FRTA. Further, City Officials are authorized to abide by the terms of C.S. Mott Grant No. 2016-00651.
- 200214**      Contract/Spalding DeDecker/Preliminary Engineering Services/Miller Road Rehabilitation
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Spaulding DeDecker [for preliminary engineering services to rehabilitate Miller Road, from Hammerberg Road to Ballenger Highway], in an amount NOT-TO-EXCEED \$209,518.09, as requested by the Department of Public Works.
- 200215**      Contract/DTS Contracting, Inc./McKinley Community Center Renovations
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with DTS Contracting, Inc. [for renovations to McKinley Community Center], in an amount NOT-TO-EXCEED \$179,820.00, as requested by the Department of Planning and Development.
- 200216**      CO#1/Contract/Rowe Engineering/Northwest Transmission Main

Resolution resolving that the proper City Officials are authorized to enter into Change Order #1 [to the contract] with Rowe Engineering for additional scope of work for the Northwest Transmission Main Re-Permitting and Design, in an amount NOT-TO-EXCEED \$37,000.00, and a revised contract amount of \$104,360.00, as requested by the Department of Public Works and Utilities.

**200217** Policy/OSHA Preparedness

Resolution resolving that the Flint City Council authorizes the City Administrator to do all things necessary to adopt the OSHA Preparedness Policy and any subsequent amendments base on State and Federal guidelines, but not limited to Center for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA).

**LIQUOR LICENSES**

**INTRODUCTION AND FIRST READING OF ORDINANCES**

**SECOND READING AND ADOPTION OF ORDINANCES**

**NEW BUSINESS**

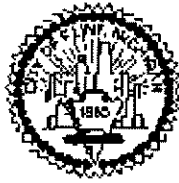
**FINAL COUNCIL COMMENTS**

**ADJOURNMENT**

200207

## City of Flint, Michigan

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### Meeting Minutes 2 - Final

Monday, April 27, 2020

5:35 PM

**ELECTRONIC PUBLIC MEETING**

### CITY COUNCIL

*Monica Galloway, President, Ward 7  
Maurice D. Davis, Vice President, Ward 2*

*Eric Mays, Ward 1  
Kate Fields, Ward 4  
Herbert J. Winfrey, Ward 6*

*Santino J. Guerra, Ward 3  
Jeri Winfrey-Carter, Ward 5  
Allan Griggs, Ward 8  
Eva L. Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*Davina Donahue, Deputy Clerk*

## ROLL CALL

**Present:** Councilperson: Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

## REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

*Councilperson Mays asked that the agenda be amended to add a discussion under New Business, re: Consumers Energy @ the St. Agnes Property. The motion PASSED by a vote of 9:0.*

## SPECIAL ORDER

**200188** Special Order/COF Secondary Water Source

A Special Order as requested by the Administration in order to allow Eric Oswald, Director, Drinking Water and Environmental Health Division with EGLE to discuss the construction of the city of Flint secondary water source.

**Presented**

## PRESENTATION OF MINUTES

*Since they were being brought from the floor, the minutes from the April 13, 2020, meeting were requested to be held until the next regular council meeting in order to give the public an opportunity to review them before a council vote.*

## PUBLIC HEARINGS

NONE

## EXECUTIVE (CLOSED) SESSION

*The Department of Law requests an Executive Session for the purpose of updating the City Council regarding Consumer's Energy Rate Case No. U-20124.*

*An Executive Session was held on this matter, with the regular meeting returning to order at 8:15 p.m.*

## SPECIAL ORDERS (Continued)

**200189** Discussion/Presentation/2021 City of Flint Proposed Budget (As Amended)

A discussion of and possible presentation to the Flint City Council of an "amended" 2021 City of Flint Proposed Budget by Finance/Admin.

**Presented**

## COUNCIL MOTION

*Councilperson Fields, seconded by Councilperson Guerra, made a Motion to Receive the "Amended" Proposed Budget. The motion PASSED by a vote of 6:3 (No: Mays,*



*Winfrey-Carter, Galloway).*

## PETITIONS AND UNOFFICIAL COMMUNICATIONS

- 200190      Communication/Great Lakes Water Authority (GLWA)GLWA FY2021 Wholesale Water Schedule of Charges
- Communication dated March 17, 2020, from the Great Lakes Water Authority (GLWA), re: Great Lakes Water Authority FY 2021 Wholesale Water Schedule of Charges.
- This Matter was Placed on File on the Consent Agenda.**

## COMMUNICATIONS (from Mayor and Other City Officials)

- 200191      Traffic Engineering/Closure Permits
- Sidewalk, Lane and Street Closures permits (3) dated April 2020 for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.
- This Matter was Placed on File on the Consent Agenda.**

## ADDITIONAL COMMUNICATIONS

*NONE*

## APPOINTMENTS

*NONE*

## RECONSIDERATION

- 200161      Contract/L. D'Agostini & Sons, Inc./Secondary Water Source Pipeline
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with L. D'Agostini [& Sons, Inc.] for the construction of a secondary water source pipeline, in an amount NOT-TO-EXCEED \$14,725,899.33, as requested by the Department of Public Works (DPW)/Water Plant [Water Capital Projects Fund].
- Councilperson Mays, seconded by Councilperson Griggs, made a Motion to Table the Reconsideration of Reso No. 200161 until the May 11, 2020 City Council Meeting.*
- A motion was made by Councilperson Mays, seconded by Councilperson Griggs, that this matter be TABLED for May 11, 2020. The motion carried by the following vote:**
- Aye:** 5 - Councilperson Mays, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Griggs
- No:** 4 - Councilperson Davis, Councilperson Guerra, Councilperson Fields and Councilperson Worthing

**200162** Contract/Pullman, SST/Dort Reservoir Rehabilitation

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with /Pullman, SST for Dort Reservoir Rehabilitation, in an amount NOT-TO-EXCEED \$2,169,985.00, as requested by the Department of Public Works (DPW)/Water Plant [Water Capital Projects Fund].

*Councilperson Mays, seconded by Councilperson Winfrey-Carter, made a Motion to Table the Reconsideration of Reso No. 200162 until the May 11, 2020 City Council Meeting.*

**A motion was made by Councilperson Mays, seconded by Councilperson Winfrey-Carter, that this matter be TABLED. The motion carried by the following vote:**

**Aye:** 5 - Councilperson Mays, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Griggs

**No:** 4 - Councilperson Davis, Councilperson Guerra, Councilperson Fields and Councilperson Worthing

**SEPARATED FROM MASTER RESOLUTION****200166.1** Amended Resolution/CO#1/Contract/CDM Smith/Resident Project Representative Services/Construction Engineering Services

An amended resolution authorizing the appropriate City Officials to do all things necessary to enter into change order #1 to the existing contract No. 18-119 to continue on with the Resident Project Representative (RPR) services, and with Construction Engineering (CE) services from CDM Smith, for an additional contract amount of \$428,947.00, for a total contract price NOT-TO-EXCEED \$915,247.00 for FY19/20, using WIIN Funds, as requested by the Department of Public Works (DPW). [NOTE: Resolution amended to remove "and pending budget approval of FY20/21" from the Resolved paragraph, and add "using WIIN funding".]

**A motion was made by Councilperson Fields, seconded by Councilperson Guerra, that this matter be Adopted. The motion carried by the following vote:**

**Aye:** 8 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Worthing

**No:** 1 - Councilperson Griggs

**RESOLUTIONS****200181** Settlement/Service Credits/Ilda Bugbee/Assessments Retiree

Resolution authorizing the Flint City Council to do all things necessary to approve the purchase of service credit for Ilda Bugbee [of Assessments] to retire and be provided with contractual benefits in a normal retirement based on the Michigan Employees' Retirement System (MERS) estimate, which

additional service credit shall be retroactively applied to Grievant's MERS retirement benefit such that her retirement benefit shall be recalculated as if the additional service credit was in place at the time of her original retirement effective date of November 1, 2019, and a retroactive benefit payment made by MERS to Grievant based on this retroactive recalculation. [NOTE: On February 4, 2020, the City of Flint resolved a labor dispute arising out of claims from October 4, 2018, in which the Union filed a grievance on behalf of Ilda Bugbee. This resolution complies with No. 4 in the terms of agreement.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**200182** Settlement/Willie Lee Owens v City of Flint/Case No. 19-112886-NO

Resolution resolving that the City Administrator hereby authorizes settlement in the matter of Willie Lee Owens v City of Flintm Case No. 19-112886-NO, in the amount of \$75,000.00, in satisfaction of any and all claims arising out of said matter, with payment drawn from appropriated funds in the Litigation and Suits Line Item No. 677-266.200-956.300. [NOTE: An Executive Session was requested on this matter on April 13, 2020.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**200183** Public Hearing Date/Obsolete Property Rehabilitation District (OPRD)/3701 Lapeer Road

Resolution resolving that a public hearing to consider an Obsolete Property Rehabilitation District [at 3701 Lapeer Road] be held on \_\_\_\_\_, 2020, at \_\_\_\_\_, either in the City Council Chamber of Flint City Hall, 1101 S. Saginaw Street, Flint, Michigan, or BY WAY OF ELECTRONIC PUBLIC MEETING, as requested by the Community and Economic Development, and that notice of such hearing shall be published in an official paper of general circulation not less than ten (10) days prior to said hearing; AND, resolving that at said hearing, the property owners and any other taxpayer or resident of the City of Flint may appear and be heard.

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**200184** Support/Mayor's Executive Order 20-004/Extension of Coronavirus Curfew

Resolution resolving that the Flint City Council joins in support of Mayor Sheldon Neeley's Executive Order 20-004 to extend the [City of Flint Executive Order on Coronavirus] curfew to May 15, 2020, in the interest of public safety, health and welfare to slow the spread of COVID-19. [NOTE: Mayor Neeley's Executive Order 20-003 ordered that (1) Pursuant to MCL 30.410(1)(b) and Flint City Ordinances, Section 14-7, a curfew is established within the boundaries of the City of Flint from 9 p.m. to 6 a.m. During those hours, all persons are prohibited from travelling on any county or local highway, or gathering outside their homes or places of residence. (2) Excepted from this 9 p.m. to 6 a.m. curfew are travel to and from grocery stores, gas stations, banks, pharmacies, and doctors' offices; in addition, also excepted are those

directly involved in providing or obtaining essential services as described in the Governor's executive order 2020-21. (3) Pursuant to Flint City Code of Ordinances, Section 1-11, violation of this ordinance shall be deemed a misdemeanor. (4) This order shall remain in effect until May 1, 2020.]

#### SEPARATED FROM MASTER RESOLUTION

200192 Settlement/Consumer's Energy Rate Case No. U-20134

Resolution resolving that the City Administrator authorizes to do all things necessary to enter into an amended settlement agreement [with Consumer's Energy] to delay the commencement of the summer on-peak rates by one year, to June 1, 2021.

This Matter was **ADOPTED BY THE MASTER RESOLUTION** on the Consent Agenda.

#### Passed The Consent Agenda

A motion was made by Councilperson Fields, seconded by Councilperson Davis, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

#### SEPARATED FROM MASTER RESOLUTION (Continued)

200184 Support/Mayor's Executive Order 20-004/Extension of Coronavirus Curfew

Resolution resolving that the Flint City Council joins in support of Mayor Sheldon Neeley's Executive Order 20-004 to extend the [City of Flint Executive Order on Coronavirus] curfew to May 15, 2020, in the interest of public safety, health and welfare to slow the spread of COVID-19. [NOTE: Mayor Neeley's Executive Order 20-003 ordered that (1) Pursuant to MCL 30.410(1)(b) and Flint City Ordinances, Section 14-7, a curfew is established within the boundaries of the City of Flint from 9 p.m. to 6 a.m. During those hours, all persons are prohibited from travelling on any county or local highway, or gathering outside their homes or places of residence. (2) Excepted from this 9 p.m. to 6 a.m. curfew are travel to and from grocery stores, gas stations, banks, pharmacies, and doctors' offices; in addition, also excepted are those directly involved in providing or obtaining essential services as described in the Governor's executive order 2020-21. (3) Pursuant to Flint City Code of Ordinances, Section 1-11, violation of this ordinance shall be deemed a misdemeanor. (4) This order shall remain in effect until May 1, 2020.]

A motion was made that this matter be Adopted. The motion carried by the following vote:

**Aye:** 8 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**Abstain:** 1 - Councilperson Mays

## **LIQUOR LICENSES**

*NONE*

## **INTRODUCTION AND FIRST READING OF ORDINANCES**

*NONE*

## **SECOND READING AND ADOPTION OF ORDINANCES**

*NONE*

## **DISCUSSION ITEMS**

*Councilperson Fields, seconded by Councilperson Davis, made a Motion to Postpone Discussion Items to the first regular in-person council/committee meetings. The motion PASSED by a vote of 5:4 (No: Mays, Guerra, Winfrey-Carter, Galloway).*

### **200174 Referral/ReCAST Grant Funds**

Referral by Councilperson Winfrey-Carter to ADMIN/PLANNING and DEVELOPMENT, re: She would like an update on the status of the ReCAST Grant Funds. [Referral Action Date: 4/13/2020 @ Electronic Public Meeting]

**REFERRED TO COMMITTEE to the GRANTS COMMITTEE**

### **200176 Referral/Kellogg Grant Funds**

Referral by Councilperson Mays to ADMIN/PLANNING and DEVELOPMENT, re: He would like an update on the status of the Kellogg Grant Funds. [Referral Action Date: 4/13/2020 @ Electronic Public Meeting.]

**REFERRED TO COMMITTEE to the GRANTS COMMITTEE**

### **200177 Referral/Reprogrammed Grant Funds**

Referral by Councilperson Mays to ADMIN/PLANNING and DEVELOPMENT, re: He would like an update on the status of reprogrammed grant dollars. [Referral Action Date: 4/13/2020 @ Electronic Public Meeting.]

**REFERRED TO COMMITTEE to the FINANCE COMMITTEE**

### **200185 Referral/Status/Acquisition of Properties/Secondary Water Pipeline**

Referral by Councilperson Mays to ADMIN/DPW: re, he would like information on what property has already been acquired and what property is in the process of being acquired. [Referral Action Date: 4/22/2020 @ Electronic Finance Committee Meeting.]

**REFERRED TO COMMITTEE to the FINANCE COMMITTEE**

200186 Referral/Enforcement/Social Distancing/Curfew

Referral by Councilperson Galloway to ADMIN/POLICE: re, She would like for Chief Hart to attend Monday's City Council meeting (4-27-20) to discuss if the police are enforcing social distancing and/or curfews. [Referral Action Date: 4/22/2020 @ ElectronicGovernmental Operations Committee Meeting.]

**REFERRED TO COMMITTEE to the GOVERNMENTAL OPERATIONS COMMITTEE**

200187 Referral/Contracts/Community Development Block Grant (CDBG) Funds

Referral by Councilperson Mays to ADMIN/PLANNING & DEVELOPMENT: re, he would like to know if the contracts for Big Brothers Big Sisters and McCree Theater have been signed, and if not, why not? He would also like to know if there are any other unsigned contracts for Community Development Block Grant funds and where are they in the process? [Referral Action Date: 4/22/2020 @ Electronic Grants Committee Meeting.]

**REFERRED TO COMMITTEE to the GRANTS COMMITTEE**

## **NEW BUSINESS**

*Councilperson Mays, seconded by Councilperson Winfrey-Carter, made Motion to (If Possible) Do All Things Necessary to effectuate an agreement with Consumers Energy for a two month (possible three month option) to store trucks on the St. Agnes property at a rate of \$2,500/per month. The motion PASSED by a vote of 7:0 (Absent: Fields, Worthing).*

## **ADJOURNMENT**

*Councilperson Winfrey, seconded by Councilperson Winfrey-Carter, made a Motion to Adjourn this regular City Council Electronic Public Meeting at 1:12 a.m. The motion PASSED by a vote of 6:1 (No: Mays).*

200183.1

Resolution No.: \_\_\_\_\_

Presented: 5-26-20

Adopted: \_\_\_\_\_

**Resolution Approving the Establishment of an  
Obsolete Property Rehabilitation District**  
(P.A. 146 of 2000, 3701 Lapeer Rd.)

**By the Mayor:**

Pursuant to Act No. 146 of the Public Acts of 2000, the City of Flint has the authority to establish Obsolete Property Rehabilitation Act Districts within the physical boundaries of the City of Flint.

The applicant has filed a written request with the Clerk of the City of Flint requesting the establishment of an Obsolete Property Rehabilitation District on property located at 3701 Lapeer Road and legally described on the Attachment.

The City of Flint sets forth a finding and determination that the district meets the requirements set forth in section 3(1) of Public Act 146 of 2000.

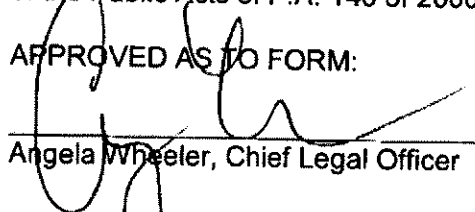
Written notice has been given by mail to all owners of real property located within the proposed district, and to the public by newspaper advertisement in the Flint Journal and public posting of the hearing on the establishment of the proposed district.

On May 26, 2020, a public hearing was held and all residents and taxpayers of the City of Flint were afforded an opportunity to be heard thereon.

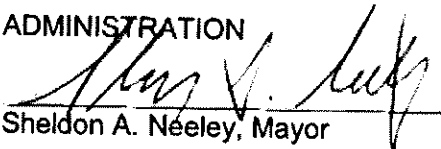
The Flint City Council deems it to be in the public interest of the City of Flint to establish the Obsolete Property Rehabilitation District as proposed.

**IT IS RESOLVED**, by the Flint City Council that the parcels of land legally described in the *Attachment* and situated within the City of Flint, Genesee County, and State of Michigan, be and is hereby established as an Obsolete Property Rehabilitation District pursuant to the provisions of the Public Acts of P.A. 146 of 2000, and to be known as the 3701 Lapeer Road District.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

ADMINISTRATION

  
\_\_\_\_\_  
Sheldon A. Neeley, Mayor

CITY COUNCIL

\_\_\_\_\_  
Monica Galloway, President

## RESOLUTION STAFF REVIEW FORM

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**DATE**

January 5, 2020

**Agenda Item Title:**

1. Resolution Setting Hearing Date to Consider the Establishment of an Obsolete Property Rehabilitation District at 3701 Lapeer Rd.
- ✓ 2. Resolution Approving the Establishment of an Obsolete Property Rehabilitation District at 3701 Lapeer Rd.

**Prepared By**

Department of Planning and Development, Community & Economic Development Division

**Background/Summary of Proposed Action:**

The attached resolutions are being presented to satisfy the owner's request to establish an Obsolete Property Rehabilitation District on the property commonly known as 3701 Lapeer Rd.

Per the public act, a hearing shall be held prior to the establishment of such a district.

**Financial Implications (Analysis):**

There is no financial impact with the establishment of an Obsolete Property Rehabilitation District. But once established, the district allows the property tax payer to apply for an exemption from ad valorem taxes on rehabilitated facilities within the district for a period of up to 12 years.

**Budgeted Expenditure:** Yes \_\_\_ No X Please explain, if no: N/A

**Account #:**

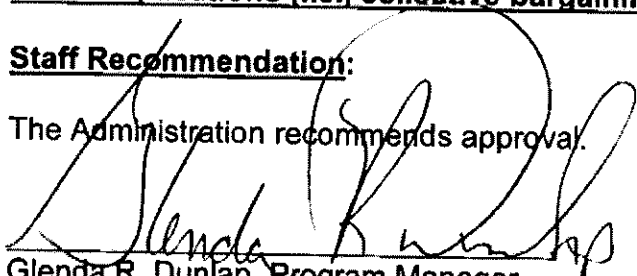
Date Reviewed and approved by Carissa Dotson N/A

**Pre-encumbered:** Yes \_\_\_ No \_\_\_ Requisition # N/A

**Other Implications (i.e., collective bargaining):** There are no known implications

**Staff Recommendation:**

The Administration recommends approval.

  
Glenda R. Dunlap, Program Manager



**RESOLUTION REVIEW FORM**

FROM: DCED/- GRD  
Department/Author

DATE NO. February 25, 2020

Law Office Login # \_\_\_\_\_

RESOLUTION NAME: Resolution Approving an OPRA District for 3701 Lapeer Road

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

**1. RESOLUTION REVIEW - PLANNING AND DEVELOPMENT DIRECTOR**

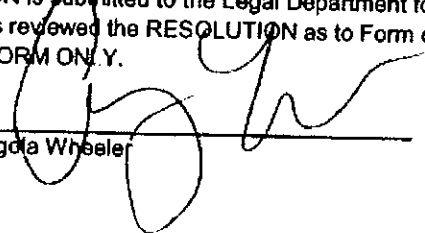
By: Suzanne Wilcox   
Planning and Development Director

DATE: \_\_\_\_\_  
(Date)

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

**2. RESOLUTION REVIEW - LEGAL**

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY:  
The Legal Department has reviewed the RESOLUTION as to Form on  
this form approves as to FORM ONLY.

By:   
Chief Legal Officer Angela Wheeler

\_\_\_\_\_, and by signing  
(Date) 2/26/2020  
DATE: \_\_\_\_\_



200210

RESOLUTION NO.:

PRESENTED: 5-26-20

ADOPTED:

**RESOLUTION TO APPROVE THE TERMS OF LEASE BETWEEN THE CITY OF FLINT  
AND CONSUMERS ENERGY FROM MAY 20, 2020 TO JUNE 20, 2020**

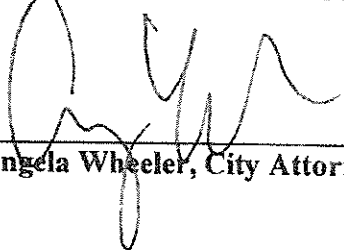
**BY THE CITY ADMINISTRATOR:**

**WHEREAS,** The City of Flint desires to enter into a Lease Agreement with Consumers Energy.

**WHEREAS,** the lease is for use of the property at 500 West Pierson Road to store vehicles. The lease will commence on May 26, 2020 and conclude on July 26, 2020. The lease amount will be \$3000.00 per month; and

**IT IS RESOLVED,** that the City Administrator is authorized to do all things necessary to enter into this Lease Agreement with Consumer's Energy.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Angela Wheeler, City Attorney

**APPROVED AS TO FINANCE:**

\_\_\_\_\_  
Amanda Trujillo, Acting Finance Director

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Clyde Edwards, City Administrator

**APPROVED BY THE COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President



## License Agreement

Work Order #: 128812

This LICENSE AGREEMENT (hereinafter "License Agreement") is made as of \_\_\_\_\_, 2020 between City of Flint, 1101 S. Saginaw St. Rd., Flint MI 48502 (hereinafter "Licensor" ), and Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson Michigan 49201, (hereinafter "Consumers").

Licensor, in consideration of the covenants herein specified, hereby grants to Consumers a License (hereinafter "License") on property located in the City of Flint, County of Genesee, and State of Michigan in Section 25, T08N, R06E having Parcel ID #46-25-351-029 and the common street address of 500 W Pierson Rd., Flint MI 48505 more fully described and depicted in the attached Exhibit A (hereinafter "Licensed Area") for Consumers to use as a construction show up site, which use includes, by way of example and not limitation, the use of the Licensed Area for the outdoor storage of commercial vehicles, backhoes, trailers, compressors, trenchers, directional boring machines, passenger vehicles, aggregate, spoils, soils, dumpsters, pipe material, portable toilets, and other construction equipment.

This License Agreement is executed by Licensor and accepted by Consumers on and subject to the following terms and conditions:

1. Duration. This License Agreement shall be effective from **May 26, 2020** (hereinafter "Effective Date") and shall run through **July 26, 2020** (hereinafter the "Primary Period"). Licensor grants to Consumers the option to extend this License Agreement for **three** additional one month periods (each additional one month period shall hereinafter be referred to both collectively and singularly as "Extended Period"), which the Extended Period shall commence upon the expiration of the Primary Period or any exercised Extended Period, as the case may be, by giving the Licensor written notice prior to the end of the then current term.
2. Consideration. Consumers shall pay to Licensor as consideration for the use of the Licensed Area the sum of **\$3000** during the Primary Period. Consumers shall pay the Primary Period's consideration within seven days of the date first written above. Consumers shall pay to Licensor as consideration for the use of the Licensed Area the sum of **\$3000** per month, payable in advance, for any exercised Extended Period.
3. Security. Consumers may provide, in its sole discretion and at its sole expense, on-site security for Consumers' personal property located on the Licensed Area 24 hours a day and 7 days a week during the Primary Period and any Extended Period.
4. Condition of the Licensed Area. Consumers accepts the Licensed Area in its present condition and upon the expiration of this License Agreement shall leave the Licensed Area in a condition substantially similar to the condition as it existed on the Effective Date of this License Agreement.
5. Maintenance/Repair. Consumers shall not make alterations or additions to the Licensed Area, with the exception of those alterations or additions allowed pursuant to the terms of this License Agreement, without Licensor's prior written consent.
6. Exclusivity. Except as provided in this License Agreement, during the term of this License Agreement, Licensor shall not license or grant to any other person or entity any other right, permission, or interest (including leases and easements) in the Licensed Area.

7. Insurance. Consumers Energy shall maintain insurance in such amounts and covering such risks as is usually carried by companies engaged in similar businesses, either with reputable insurance companies or, in whole or in part, by establishing reserves or self-insure, either alone or with other companies or associations.
8. Indemnity. Consumers shall indemnify, defend, and hold Licensor harmless from and against any liability for personal injuries or property damage to the extent proximately caused by Consumers' negligent acts or omissions in performing work within the Licensed Area pursuant to this License.
9. Environmental. Licensor shall indemnify Consumers and assume all liability for environmental contamination in, on, and under the Licensed Area and Licensor's property of which the Licensed Area is a part excepting only contamination resulting from a negligent release by Consumers on the Licensed Area. The provisions of this paragraph shall survive the duration or any termination of this License Agreement.
10. Waiver of Subrogation. Licensor does hereby remise, release, and discharge Consumers of and from any liability whatsoever hereafter arising from loss, damage or injury caused to Licensor's personal property or its property by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by Licensor at the time of such loss, damage, or injury to the extent of any recovery by Licensor under such insurance.
11. Entire Agreement. This License Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter. There are no agreements, representations, statements, or understandings which have been relied on by the parties hereto which are not stated in this License Agreement.
12. Miscellaneous.
  - a. All requisite action on the part of Licensor necessary for the execution, delivery, and performance of this License Agreement, and all other agreements of Licensor contemplated hereby, have been taken.
  - b. This License Agreement shall be interpreted and construed under the laws of the State of Michigan.
  - c. The captions and headings herein are for convenience and reference only and shall not be used to construe or interpret this License Agreement.
  - d. Whenever possible, each provision of this License Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of this License Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the License Agreement; and the parties shall negotiate in good faith to replace such prohibited or invalid provision with the intent of preserving the original business intent thereof.
  - e. Where applicable, pronouns and relative words used herein shall be read as plural, masculine, feminine or neuter.
  - f. Any notices required or permitted to be given under the terms of this License Agreement shall be in writing and given by certified U.S. mail, postage prepaid, or by recognized courier service, and in any case duly and properly addressed to the party indicated below (or such other address as the party to whom such notice is to be given may specify from time to time by notice to the other party in accordance with this section):

City of Flint Clerks Office  
ATTN Inez Brown, City Clerk  
1101 S. Saginaw St.  
Flint, MI 48502

Stacy L. Ykimoff  
One Energy Plaza, EP7-464  
Jackson, MI 49201

Each such notice shall be deemed to have been given and effective when mailed as evidence by the receipt of said mailing.

- g. This License Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this License Agreement, including this License Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

IN WITNESS WHEREOF, the Licensor and Consumers have executed this License Agreement on the date first above written.

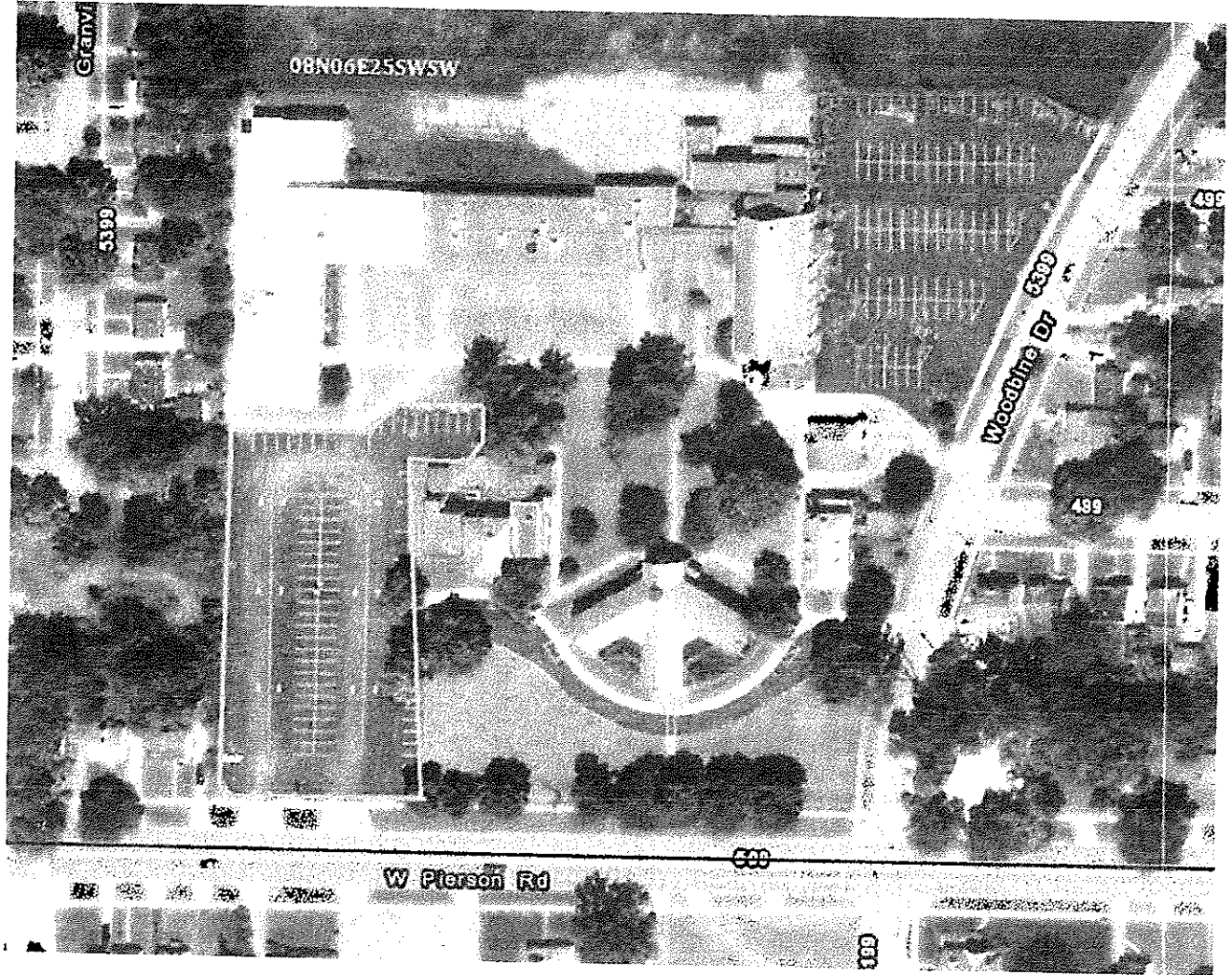
City of Flint

By: \_\_\_\_\_  
*Name of Signatory.*  
Its *Title of Signatory.*

Consumers Energy Company

By: \_\_\_\_\_  
Stacy L. Ykimoff  
Its Real Estate Acquisition, Project  
Manager

Exhibit A



200211



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

PRESENTED: 5-26-20

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

**RESOLUTION TO ACCEPT DONATION FROM THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, TO SUPPORT THE CITY OF FLINT WATER DELIVERY PROGRAM DURING THE COVID-19 CRISIS, IN THE AMOUNT OF \$10,000**

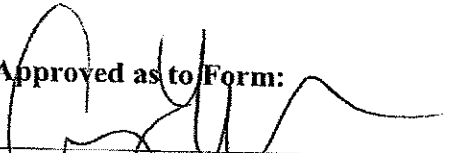
**BY THE MAYOR:**

**WHEREAS**, the City was awarded \$10,000 from The Church of Latter-Day Saints; and

**WHEREAS**, this award is to further the City's project, in conjunction with a partnership through Nestle Waters, to deliver water to those residents who are most vulnerable;

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to appropriate donation funding, for the stated purpose, from The Church of Latter-Day Saints, in the amount of \$10,000 to 296-171.420 with Grant Code OCOJ-H2OC19, and make the donated funds available in the current and any subsequent fiscal years until the funds are diminished and are used for the stated purpose.


Approved as to Form:

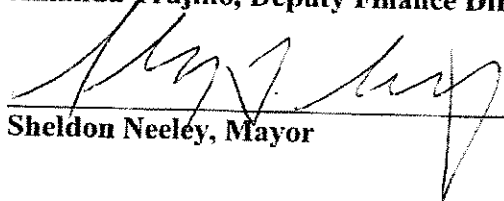
  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

  
\_\_\_\_\_  
Clyde Edwards, City Administrator

*CE*

Approved as to Finances:

  
\_\_\_\_\_  
Amanda Trujillo (May 14, 2020 12:28 EDT)  
Amanda Trujillo, Deputy Finance Director

  
\_\_\_\_\_  
Sheldon Neeley, Mayor

**CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, Council President

**RESOLUTION STAFF REVIEW**

**Date:**

May 4, 2020

**Agenda Item Title:**

**RESOLUTION TO ACCEPT DONATION FROM THE CHURCH OF LATTER-DAY SAINTS TO SUPPORT THE CITY OF FLINT WATER DELIVERY PROGRAM DURING THE COVID-19 CRISIS IN THE AMOUNT OF \$10,000**

**Prepared By:**

Mayor's Office

**Background/Summary of Proposed Action:**

The Church of Jesus Christ of Latter-day Saints is donating \$10,000 to the City of Flint to support a program developed by Flint Mayor Sheldon Neeley, to deliver bottled water to the most vulnerable, as part of the city's response to COVID-19.

Mayor Neeley's bottled water delivery program is a partnership with Nestlé Waters that operates in conjunction with four area churches to deliver bottled water to those with compromised immune systems.

Marcelino Sanchez, President of the Grand Blanc Stake, and Robert Leon, Bishop of the Flint Ward, presented the donation to Mayor Neeley via video conference on April 29, 2020.

"In the midst of the COVID-19 crisis, we know that many people and businesses are facing financial hardships," said Marcelino Sanchez. "Members of the Church of Jesus Christ of Latter-day Saints from around the world fast once a month and donate what they would otherwise spend on food to a world-wide fund so that in times of need, such as this, we can address the needs of our neighbors whether they are members of our church or not."

"We are grateful for the continued support to the City of Flint from members of Church of Jesus Christ of Latter-day Saints," Mayor Neeley said. "We value the relationship that members of the church have built in our community through their example of passionate service. We look forward to working together for the benefit of our community."

Those seeking bottled water delivery can contact the City of Flint Public Health Navigators at (810) 410-2020. Public Health Navigators also will deliver water filters, filter replacement cartridges, and water testing kits to residents' homes.

"This gift from the Church of Latter-day Saints is another example of the great strength that comes from unity," Mayor Neeley said.

**Financial Implications:**

The \$10,000 will be added to the budget in newly created department 296-171.420.

Budgeted Expenditure: Yes  No

Please explain, if no:

Pre-encumbered: Yes  No

Requisition #: TBD

**Other Implications:** No other implications are known at this time.

**Staff Recommendation:** Staff recommends approval of this resolution.

**APPROVAL**

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200212



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

PRESENTED: 5-26-20

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

**RESOLUTION TO APPROVE PAYMENT OF PERSONAL INJURY PROTECTION CLAIM TO ERIC EADS**

**BY THE CITY ADMINISTRATOR:**

WHEREAS, the City desires to compensate Officer Eric Eads for Personal Injury Protection (PIP) claims for household chores among other benefits not already covered by a closed Worker's Compensation claim as a result of injury in a vehicle accident; and

WHEREAS, the amount of the PIP claim is \$4,924.85. The law department recommends payment of this claim.

All parties have agreed to resolve in the amount of \$4924.85; and

**IT IS RESOLVED** that the City Administrator is hereby authorize to resolve this PIP claim in the amount of \$4924.85 in satisfaction of any and all claims arising out of said matter. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE:**

Angela Wheeler  
Angela Wheeler, Chief Legal Officer

\_\_\_\_\_  
Amanda Trujillo, Acting Finance Director

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

Clyde Edwards  
Clyde Edwards, City Administrator

\_\_\_\_\_  
Monica Galloway, City Council President

*Handwritten initials*

200213

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

PRESENTED: 5-26-20

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

**RESOLUTION TO ACCEPT THE INCREASE (2020-06408) AND APPROVE THE BUDGET AMENDMENT OF THE CHARLES STEWART MOTT FOUNDATION – FINANCIAL RECOVERY TECHNICAL ASSISTANCE GRANT (2016-00651) IN THE AMOUNT OF \$550,000 FOR FY20**

**BY THE CITY ADMINISTRATOR:**

Whereas, resolution #170000.1, authorized the Charles Stewart Mott Foundation to award \$417,199.00 to the City of Flint to assist in Flint's financial recovery process on January 19, 2017. This grant, Grant #2016-00651 is recorded under City of Flint as grant code LCSM-17-FRTA, was awarded for Financial Recovery Technical Assistance. The adopted budget was amended to include the awarded funds for FY17 and any subsequent fiscal years that funding continued to remain available by the grantor. The project period was September 1, 2016 through March 31, 2018; and

Whereas, in June 2018, The Charles Stewart Mott Foundation approved an extension of the grant period without changes to the budget. The revised grant period was September 1, 2016 through June 30, 2019; and

Whereas, resolution #190023, authorized an extension through November 30, 2019, and a revised budget, including the removal of the Executive Search line in the amount of \$100,000, which is replaced by a \$22,801 Police Equipment line, and additional funding in the amount of \$77,199 to the DPW Director-partial line; and

Whereas, in March 2020, The Charles Stewart Mott Foundation approved an extension of the grant through December 31, 2020; and

Whereas, in March 2020, The Charles Stewart Mott Foundation approved a \$550,000 increase to the remaining balance of \$250,955 of the original grant, and is to be used in accordance with the following budget, which was established based on the grant increase request by the City of Flint dated February 19, 2020:

Category	Revised Budget Amount
Salaries	\$350,955
Consultants	\$375,000
Equipment	\$75,000
<b>Total</b>	<b>\$800,955</b>

**IT IS RESOLVED**, that appropriate City Officials are authorized to do all things necessary to amend the FY20 budget to include additional funding for The Charles Stewart Mott – Financial Recovery Assistance Grant with the appropriate funding changes to all line items in the aforementioned table. All funds are to be placed in the 296 fund and into grant code LCSM-17-FRTA. Furthermore, City official are authorized to abide by the terms of the C.S. Mott Grant #2016-00651.



## RESOLUTION STAFF REVIEW

**Date:** May 8, 2020

**Agenda Item Title:** RESOLUTION TO ACCEPT THE INCREASE (2020-06408) AND APPROVE THE BUDGET AMENDMENT OF THE CHARLES STEWART MOTT FOUNDATION – FINANCIAL RECOVERY TECHNICAL ASSISTANCE GRANT (2016-00651) IN THE AMOUNT OF \$550,000 FOR FY20

**Prepared by:**

Chay Linseman, Administration Grants and Finance Coordinator

**Summary of Proposed Action:**

Recognizing a need for financial assistance with the cost of facilitating financial recovery technical assistance, the C.S. Mott Foundation awarded and the City accepted grant funds in the amount of \$417,199.00, with Resolution #170000.1. In February 2019, The City of Flint adopted and approved resolution #190023, which changes the budget line items and extended the grant period to November 30, 2019. The original grant period was from September 1, 2016 through March 31, 2018. The Charles Stewart Mott Foundation has given an extension of the grant period, revised to September 1, 2016 through December 31, 2020.

Additionally, as stated in the approval letter dated March 23, 2020, \$166,244 has been paid to the City of Flint,

**Financial Implications:**

**Budgeted Expenditure:** Yes  No  Please explain, if no:

**Account No.** Various Accounts under Grant Code LCSM-17-FRTA

**Pre-encumbered:** Yes  No  Requisition:

**Other implications (i.e. collective bargaining):**  
No other implications are known.

**Staff Recommendation:** Recommend Approval

**APPROVAL**

*Clyde D. Edwards*

Clyde D. Edwards | May 14, 2020 | 16:09 EDT

Clyde Edwards, City Administrator



CHARLES STEWART  
MOTT FOUNDATION®

March 23, 2020

The Honorable Sheldon Neeley  
Mayor, City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502-1420

Project: Financial Recovery Technical Assistance  
(Grant Increase No. 2020-06408)  
(Original Grant No. 2016-00651)

Dear Mayor Neeley:

By letter dated December 2, 2016 (as amended by letter dated September 21, 2017, the "Original Grant Letter"), the Charles Stewart Mott Foundation awarded a grant of \$417,199 to the City of Flint for Financial Recovery Technical Assistance for the period September 1, 2016 through March 31, 2018 (the "Original Grant"). This letter amends, supersedes and replaces the Original Grant Letter in its entirety.

To date, \$166,244 of the Original Grant has been paid, leaving an unfunded grant balance of \$250,955. We are pleased to inform you that the Foundation has approved a \$550,000 increase in the amount of the Original Grant (on the terms contained in this letter), leaving a remaining grant balance of \$800,955. The Foundation has also approved an extension of the grant period through December 31, 2020.

The \$800,955 balance of this grant (the "grant") is subject to the terms and conditions of this letter, and shall be used by the City of Flint in accordance with the following budget, which has been established based on your grant increase request dated February 19, 2020:

Salaries	\$350,955
Consultants	375,000
Equipment for water plant	<u>75,000</u>
Total	<u>\$800,955</u>

You have confirmed (and agree) that the grant funds will not be used, under any circumstances, to support salaries, fringes, or other benefits for the mayor, the mayor's City administrator and chief of staff, or for any government official, as such term is defined in section 4946(c) of the

The Honorable Sheldon Neeley  
March 23, 2020  
Page 2 (Grant Increase No. 2020-06408)  
(Original Grant No. 2016-00651)

Internal Revenue Code of 1986, as amended. Feel free to contact us should you have any questions regarding this limitation.

### Grant Payments

The balance of this grant will be paid upon receipt of your acceptance of this letter.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.
2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
3. Your organization's performance under the grant has not been satisfactory. The Mott Foundation in its sole and absolute discretion will determine whether performance has been satisfactory.
4. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

### Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Kimberly Roberson, Program Director - Flint Area.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at <http://www.mott.org/grantee-resources>.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about



The Honorable Sheldon Neeley  
March 23, 2020  
Page 3 (Grant Increase No. 2020-06408)  
(Original Grant No. 2016-00651)

the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Sheldon Neeley, can login at <https://mott.fluxx.io> with their registered email address.

#### Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted February 19, 2020. However, to the extent of any conflict between this letter and your proposal, this letter shall control.

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any employee or consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection or continued retention of an employee or consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the "Reports" section of this letter and as set forth on page 1 of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

#### Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records, and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.



The Honorable Sheldon Neeley  
March 23, 2020  
Page 4 (Grant Increase No. 2020-06408)  
(Original Grant No. 2016-00651)

Reports

**The Mott Foundation requires the following report(s) to be submitted for this grant:**

<b>Report Type:</b>	<b>For Period Ending:</b>	<b>Due on or Before:</b>
Final Report	December 31, 2020	February 1, 2021

**The report must include the following parts, which must be submitted together:**

1. A **narrative report** summarizing what was accomplished by the expenditure of funds, including a description of progress made toward achieving the following reporting objectives:
  - a. copy of how the salary pool was utilized;
  - b. copy of the executive search contract;
  - c. update on consultants utilized and a summary of their work;
  - d. overall assessment of current state of capacity within city administration; and
  - e. description of the water plant equipment that was purchased and a summary of how it is working.

The Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above before it is entitled to the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your proposal.

2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and ten percent (10%) of the budgeted line item amount.

**Your organization must report against the approved budget of \$800,955 submitted on February 19, 2020** (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Reports and other grant requirements should be submitted online via the Mott Foundation's Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates (Word and Excel) are available for download via the Grantee Portal. The Mott Foundation does not intend to treat this grant as a "conditional contribution" described under FASB ASU 2018-08. Your organization should make its own determination as to how to account for this grant in its financial statements, and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment.





The Honorable Sheldon Neeley  
March 23, 2020  
Page 5 (Grant Increase No. 2020-06408)  
(Original Grant No. 2016-00651)

#### Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

#### Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

#### Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

#### Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please return, via **electronic mail to [CMohn@mott.org](mailto:CMohn@mott.org)**, one complete copy of this letter with an **electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf. Your organization also agrees that an electronic signature shall be considered valid and have the same effect for all purposes as an original signature.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.



The Honorable Sheldon Neeley  
March 23, 2020  
Page 6 (Grant Increase No. 2020-06408)  
(Original Grant No. 2016-00651)

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

*Mary A. Gailbreath*

Mary A. Gailbreath  
Vice President-Administration and Secretary/Treasurer

MAG:cmm

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: City of Flint

Printed Name of Authorized Signer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
*(This must be an original signature of an authorized representative of the organization.)*

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

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



170000.1

SUBMISSION NO.: CA324 2016

PRESENTED: 12-19-16

ADOPTED: RTAB 1-19-17

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2016-17 ADOPTED BUDGET FOR C.S. MOTT GRANT # 2016-00651 IN THE AMOUNT OF \$417,199.00**

**BY THE ADMINISTRATION:**

Whereas, the Charles Stewart Mott Foundation wishes to assist the City of Flint's financial recovery process,

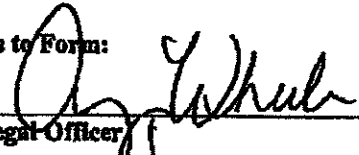
Whereas, Grant #2016-00651 has been awarded in the amount of \$417,199.00 for Financial Recovery Technical Assistance, and

Whereas the FY17 adopted budget must be amended to include the awarded funds,

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to abide by the terms of C.S. Mott Grant # 2016-00651 in the amount of \$417,199.00, to appropriate revenue and expenditure amounts using grant code LCSM17-FRTA, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.

**APPROVAL:**

As to Form:

  
\_\_\_\_\_  
Legal Officer

As to Funding:

  
\_\_\_\_\_  
David Sabuda, Chief Financial Officer

  
\_\_\_\_\_  
Sylvester Jones, City Administrator

  
\_\_\_\_\_  
Dr. Karen W. Weaver, Mayor

  
\_\_\_\_\_  
Kerry Nelson, Council President

**RECEIVERSHIP TRANSITION ADVISORY BOARD:**

PRESENTED TO CITY COUNCIL:

1-09-2017

ADOPTED BY CITY COUNCIL:

1-09-2017

ADOPTED BY THE  
RECEIVERSHIP TRANSITION  
ADVISORY BOARD  
JANUARY 19, 2017

**RESOLUTION STAFF REVIEW FORM**

**DATE:** December 15, 2016

**Agenda Item Title:** RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2016-17 ADOPTED BUDGET FOR C.S. MOTT GRANT # 2016-000651 IN THE AMOUNT OF \$417,199.00

**Prepared By:** Tamar Lewis, Budget & Grants Administrator 

**Background/Summary of Proposed Action:** Recognizing a need for financial assistance with the costs of facilitating financial recovery technical assistance, the C.S. Mott Foundation has awarded and the City has accepted grant funds in the amount of \$417,199.00 for the following:

<b>Position</b>	<b>Amt</b>
Grant Writer	\$ 120,000.00
DPW Director - partial	77,199.00
Executive Search	100,000.00
Economic Development	60,000.00
Rebuild Flint The Right Way	60,000.00
<b>TOTAL:</b>	<b>\$ 417,199.00</b>

**Financial Implications:**

**Budgeted Expenditure:** Yes \_\_\_ No X Please explain, if no: The funds will be added to the budget and encumbered upon approval of this resolution.

**Account #:** Various Accounts under Grant Code LCSMOTT17-FRTA

**Pre-encumbered:** Yes \_\_\_ No X Requisition # \_\_\_\_\_

**Other Implications (i.e., collective bargaining):**

**Staff Recommendation:**  Approval of this resolution is recommended.

**Approval:**   
Sylvester Jones, Jr.  
City Administrator

Position	Wages	10.48%		10%		AGG
		Direct Fringe	Other Fringe	Retirement		
1 Grant Writer	120,000.00					\$ 120,000.00
2 DPW Director - partial	50,000.00	5,245.00	16,954.00	5,000.00		77,199.00
3 Executive Search						100,000.00
4 Economic Development						60,000.00
5 Rebuild Flint The Right Way						60,000.00
<b>TOTAL:</b>						<b>\$ 417,199.00</b>

1	101 - 172 100 - 801 000	120,000.00				120,000.00
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2	202 - 442 100 - 702 000	12,500.00				12,500.00
	203 - 442 100 - 702 000	12,500.00				12,500.00
	590 - 442 100 - 702 000	12,500.00				12,500.00
	591 - 442 100 - 702 000	12,500.00				12,500.00
	202 - 442 100 - 719 100		1,311.25			1,311.25
	203 - 442 100 - 719 100		1,311.25			1,311.25
	590 - 442 100 - 719 100		1,311.25			1,311.25
	591 - 442 100 - 719 100		1,311.25			1,311.25
	202 - 442 100 - 719 157				1,250.00	1,250.00
	203 - 442 100 - 719 157				1,250.00	1,250.00
	590 - 442 100 - 719 157				1,250.00	1,250.00
	591 - 442 100 - 719 157				1,250.00	1,250.00
	202 - 442 100 - 719 200			4,238.50		4,238.50
	203 - 442 100 - 719 200			4,238.50		4,238.50
	590 - 442 100 - 719 200			4,238.50		4,238.50
	591 - 442 100 - 719 200			4,238.50		4,238.50

3	101 - 270 100 - 801 000	100,000.00				100,000.00
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4,5	101 - 690 100 - 801 000	120,000.00				120,000.00
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\$ 390,000.00 \$ 8,245.00 \$ 16,954.00 \$ 5,000.00 \$ 417,199.00



December 2, 2016

The Honorable Karee Weaver, Mayor  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502-1420

Project: Financial Recovery Technical Assistance  
(Grant No. 2016-00651)

Dear The Honorable Mayor Weaver:

We are pleased to inform you that, in response to your grant proposal dated August 26, 2016 ("Grant Proposal"), the Charles Stewart Mott Foundation has approved a grant in the amount of up to \$417,199 to the City of Flint ("you" or the "City") for the above-referenced project for the period September 1, 2016 through March 31, 2018.

This grant is being made in accordance with the following budget:

Consulting Services	
Economic Development	\$60,000
Rebuilding Flint the Right Way	60,000
Grant Writer	120,000
Executive Search	100,000
DPW Director-partial	77,199
Total	<u>\$417,199</u>

This is a one-time only grant and a renewal for any or all of the budget line items should not be anticipated.

Grant Payments

Subject to the grant conditions specified below, this grant will be paid as follows:

1. The initial grant payment of \$40,000 for one-third of the Economic Development and Rebuilding Flint the Right Way under the Consulting Services line item of the budget, contingent upon:
  - a) our receipt of the signed commitment letter;
  - b) satisfactory verification of acceptance of the Mott Foundation grant by the Flint City Council and the Receivership Transition Advisory Board (RTAB);

190023

SUBMISSION NO.:

PRESENTED: 1-23-19

ADOPTED: 2-04-2019

**RESOLUTION**

**Resolution to Approve a Budget Amendment of the Charles Stewart Mott Foundation – Financial Recovery Technical Assistance Grant #2016-00651 Budget**

**BY THE CITY ADMINISTRATOR:**

Resolution # 170000.1, authorized the Charles Stewart Mott Foundation to award \$417,199.00 to the City of Flint to assist in Flint's financial recovery process on January 19, 2017. This grant, Grant #2016-00651 is recorded under City of Flint as grant code LCSM-17-FRTA, was awarded for Financial Recovery Technical Assistance. The adopted budget was amended to include the awarded funds for FY17 and any subsequent fiscal years that funding continued to remain available by the grantor. The project period was September 1, 2016 through March 31, 2018.

In June 2018, The Charles Stewart Mott Foundation approved an extension of the grant period without changes to the budget. The revised grant period was September 1, 2016 through June 30, 2019.

In January 2019, The Charles Stewart Mott Foundation approved another extension of the grant period along with a revised budget. The revised grant period was September 1, 2016 through November 30, 2019.

The approved budget included line item Executive Search for \$100,000.00; The revised budget removes the Executive Search line item and replaces it with Police Equipment \$22,801.00 and adds an additional \$77,199 to DPW director-partial, which partially pays for the salary of the City of Flint DPW Director.

Position	Approved Budget Amount	Revised Budget Amount
Economic Development	\$ 60,000	\$ 60,000
Rebuilding Flint the Right Way	60,000	60,000
Grant Writer	120,000	120,000
DPW Director - partial	77,199	154,398
Executive Search	100,000	-
Police Equipment	-	22,801
<b>TOTAL:</b>	<b>\$ 417,199</b>	<b>\$ 417,199</b>

**IT IS RESOLVED**, that appropriate City Officials are authorized to do all things necessary to amend the FY19 budget to include additional funding for the DPW Director salary as well as all line items in the aforementioned table. All funds are to be placed in the 296 fund and into grant code LCSM-17-FRTA. Furthermore, City official are authorized to abide by the terms of the C.S. Mott Grant #2016-00651 (attached).

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

  
Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:

  
Hughie Newsome, Chief Financial Officer

CITY COUNCIL:

  
Herbert J. Winfrey, Council President




## RESOLUTION STAFF REVIEW

**Date:** January 15, 2019

**Agenda Item Title:** Resolution to Approve a Budget Amendment of the Charles Stewart Mott Foundation – Financial Recovery Technical Assistance Grant #2016-00651 Budget

**Prepared by:**

Martita Moffett-Page, Budget & Grants Administrator 

**Summary of Proposed Action:**

Recognizing a need for financial assistance with the cost of facilitating financial recovery technical assistance, the C.S. Mott Foundation awarded and the City accepted grant funds in the amount of \$417,199.00, with Resolution # 170000.1. The original grant period was from September 1, 2016 through March 31, 2018. The C.S. Mott Foundation has granted an extension of the grant period, revised to September 1, 2016 through November 30, 2019. In addition, the budget has been revised:

Position	Amount
Economic Development	\$ 60,000
Rebuilding Flint the Right Way	60,000
Grant Writer	120,000
DPW Director-partial	154,398
Police Equipment	22,801
<b>Total</b>	<b>\$417,199</b>

The approved budget included line item Executive Search for \$100,000.00; The revised budget removes the Executive Search line item and replaces it with Police Equipment \$22,801.00 and adds an additional \$77,199 to DPW director-partial.

**Financial Implications:**

**Budgeted Expenditure:** Yes  No  Please explain, if no:

**Account No.** Various Accounts under Grant Code LCSM-17-FRTA

**Pre-encumbered:** Yes  No  Requisition:

**Other implications (i.e. collective bargaining):**

No other implications are known.

**Staff Recommendation:** Recommend Approval

**APPROVAL**

  
Steve Branch, City Administrator

01/22/2018

GRANT LEDGER REPORT FOR CITY OF FLINT

Date Range: 09/01/2016 to 12/31/2018

GL NUMBER	DESCRIPTION	ACTIVITY FOR					AVAILABLE BALANCE	LIFETIME ACTIVITY
		2016-17 AMENDED BUDGET	2017-18 AMENDED BUDGET	2018-19 AMENDED BUDGET	MONTH 12/31/18	YEAR-TO-DATE THRU 12/31/18		
Fund 296								
296-172 100-580.000	Local Grants	417,199.00	340,231.86	250,955.00	0.00	0.00	250,955.00	140,022.86
296-172.100-580.001	Prior yr revenue - local grant	0.00	26,221.14	0.00	0.00	0.00	0.00	26,221.14
296-172.100-801.000	Professional Service	120,000.00	120,000.00	120,000.00	6,795.00	6,795.00	120,000.00	6,795.00
296-376 100-801.000	Professional Service	100,000.00	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00
296-442.100-702.000	Wages & Salaries	23,000.00	23,000.00	12,227.17	1,346.99	0,079.89	4,147.98	18,852.42
296-442.100-719.100	Direct Fringes	2,412.70	2,412.70	1,453.55	119.88	719.39	734.16	1,678.54
296-442.100-719.150	Employer Pension DB Plan	7,998.84	7,998.84	3,275.51	481.36	6,163.44	(2,887.93)	10,686.79
296-442.100-719.200	Other Fringes	2,300.00	2,300.00	966.00	103.27	666.93	299.07	2,000.93
296-536.100-702.000	Wages & Salaries	11,500.00	11,500.00	1,558.93	1,230.14	7,380.70	(5,721.77)	17,221.77
296-536.100-719.100	Direct Fringes	1,206.35	1,206.35	330.25	109.51	657.09	(326.84)	1,533.19
296-536.100-719.150	Employer Pension DB Plan	3,899.42	3,899.42	1,637.76	805.11	5,630.21	(3,992.47)	7,891.89
296-536.100-719.200	Other Fringes	1,150.00	1,150.00	483.00	94.34	609.21	(126.21)	1,276.21
296-536.101-702.000	Wages & Salaries	11,500.00	11,500.00	3,181.05	1,038.60	6,231.70	(3,040.65)	14,540.65
296-536.101-719.100	Direct Fringes	1,206.35	1,206.35	466.56	92.47	954.82	(83.26)	1,294.61
296-536.101-719.150	Employer Pension DB Plan	3,899.42	3,899.42	1,637.76	679.76	4,753.65	(3,115.89)	7,015.31
296-536.101-719.200	Other Fringes	1,150.00	1,150.00	483.00	79.85	514.44	(31.43)	1,181.44
296-690 100-801.000	Professional Service	120,000.00	43,034.86	0.00	0.00	0.00	0.00	120,000.00
296-753.200-702.000	Wages & Salaries	4,000.00	4,000.00	2,151.76	232.07	1,386.21	765.55	3,234.45
296-753.200-719.100	Direct Fringes	419.60	419.60	254.89	20.61	123.46	131.43	788.17
296-753.200-719.150	Employer Pension DB Plan	1,356.32	1,356.32	569.85	151.20	1,057.36	(487.71)	1,844.03
296-753.200-719.200	Other Fringes	400.00	400.00	168.00	17.71	114.42	58.58	346.42
TOTAL FUND 296			(26,221.14)	(0.10)	13,796.27	51,437.66	(43,642.82)	51,437.82
TOTAL LCSM-17-FRFA - Flint Redwery Tech Assst-CSMost Grant			(26,221.14)	(0.10)	13,796.27	51,437.66	(43,642.82)	51,437.82
TOTAL REPORT			(26,221.14)	(0.10)	13,796.27	51,437.66	(43,642.82)	51,437.82



**CHARLES STEWART**  
**MOTT FOUNDATION\***

January 10, 2019

The Honorable Karen Weaver, Mayor  
City of Flint  
1101 South Saginaw Street  
Flint, MI 48502

Project: Financial Recovery Technical Assistance  
(Grant #G-201600651)

Dear Honorable Mayor Weaver:

In response to the request of the City of Flint dated November 14, 2018, the Mott Foundation has approved an extension of the grant period for the above-referenced project.

The revised grant period is now September 1, 2016 through November 30, 2019. In addition, the budget has been revised as requested:

Economic Development	\$ 60,000
Rebuilding Flint the Right Way	60,000
Grant writer	120,000
DPW director-partial	154,398
Police equipment	<u>22,801</u>
Total	\$417,199

The revised reporting requirements are as follows:

Report Type	For Period Ending	Due On or Before
Progress Report	June 30, 2019	August 1, 2019
Progress Report	November 30, 2019	January 1, 2020 (New)

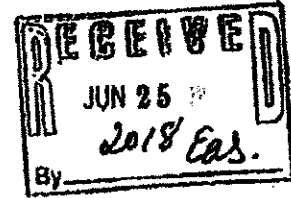
Payments are conditioned upon the Mott Foundation's receipt and acceptance of all reports as specified in the original grant award letter.

All other terms and conditions of this grant remain unchanged.

Sincerely,

Kimberly Roberson  
Program Director - Flint Area

AH:clb



June 21, 2018

The Honorable Karen Weaver  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502-1420

Project: Financial Recovery Technical Assistance  
(Grant #G-201600651)

Dear Mayor Weaver:

In response to the request of the City of Flint dated April 2, 2018, the Mott Foundation has approved an extension of the grant period for the above-referenced project.

The revised grant period is now September 1, 2016 through June 30, 2019. The revised reporting requirements are as follows:

Report Type	For Period Ending	Due On or Before
Special Requirement (Pymt)		December 2, 2016 (Received)
Special Requirement (Pymt)		March 1, 2017 (Received)
Progress Report	June 30, 2017	August 1, 2017 (Waived)
Progress Report	March 31, 2018	May 1, 2018 (Waived)
Progress Report	June 30, 2019	August 1, 2019 (New)

All other terms and conditions of this grant remain unchanged.

Sincerely,

Kimberly Roberson  
Program Director - Flint Area

AH:clb

170000.1

SUBMISSION NO.: CA324 2016

PRESENTED: 12-19-16

ADOPTED: RTAB 1-19-17

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2016-17 ADOPTED BUDGET FOR C.S. MOTT GRANT #2016-00651 IN THE AMOUNT OF \$417,199.00**

**BY THE ADMINISTRATION:**

Whereas, the Charles Stewart Mott Foundation wishes to assist the City of Flint's financial recovery process,

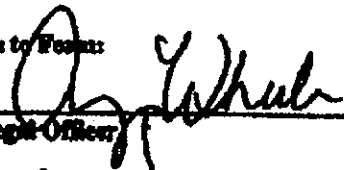
Whereas, Grant #2016-00651 has been awarded in the amount of \$417,199.00 for Financial Recovery Technical Assistance, and

Whereas the FY17 adopted budget must be amended to include the awarded funds,

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to abide by the terms of C.S. Mott Grant # 2016-00651 in the amount of \$417,199.00, to appropriate revenue and expenditure amounts using grant code LCSM17-FRTA, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.

**APPROVAL:**

As to Form:

  
\_\_\_\_\_  
Legit Officer

As to Funding:

  
\_\_\_\_\_  
David Sabuda, Chief Financial Officer

  
\_\_\_\_\_  
Sylvester Jones, City Administrator

  
\_\_\_\_\_  
Dr. Karen W. Weaver, Mayor

  
\_\_\_\_\_  
Kerry Nelson, Council President

**RECEIVERSHIP TRANSITION ADVISORY BOARD:**

PRESENTED TO CITY COUNCIL:

1-09-2017

ADOPTED BY CITY COUNCIL:

1-09-2017

ADOPTED BY THE  
RECEIVERSHIP TRANSITION  
ADVISORY BOARD  
JANUARY 19, 2017

**RESOLUTION STAFF REVIEW FORM**

**DATE:** December 15, 2016

**Agenda Item Title:** RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2016-17 ADOPTED BUDGET FOR C.S. MOTT GRANT # 2016-000651 IN THE AMOUNT OF \$417,199.00

**Prepared By:** Tamar Lewis, Budget & Grants Administrator 

**Background/Summary of Proposed Action:** Recognizing a need for financial assistance with the costs of facilitating financial recovery technical assistance, the C.S. Mott Foundation has awarded and the City has accepted grant funds in the amount of \$417,199.00 for the following:

Position	Amt
Grant Writer	\$ 120,000.00
DPW Director - partial	77,199.00
Executive Search	100,000.00
Economic Development	60,000.00
Rebuild Flint The Right Way	60,000.00
<b>TOTAL:</b>	<b>\$ 417,199.00</b>

**Financial Implications:**


**Budgeted Expenditure:** Yes \_\_\_ No X Please explain, if no: The funds will be added to the budget and encumbered upon approval of this resolution.

**Account #:** Various Accounts under Grant Code LCSMOTT17-PRTA

**Pre-encumbered:** Yes \_\_\_ No X Requisition # \_\_\_\_\_

**Other Implications (i.e., collective bargaining):**

**Staff Recommendation:**  Approval of this resolution is recommended.

**Approval:**   
Sylvester Jones, Jr.  
City Administrator

Position	Wages	\$ 28,954.00		10%	Amt
		Direct Fringe	Other Fringe		
1 Gen'l Writer	120,000.00				\$ 120,000.00
2 DPW Director - partial	50,000.00	5,245.00	16,954.00	5,000.00	77,199.00
3 Recruit Search					100,000.00
4 Economic Development					60,000.00
5 Retainl Plan The Right Way					60,000.00
<b>TOTAL:</b>					<b>\$ 417,199.00</b>

1	101 - 572 100 - 801 000	120,000.00			120,000.00
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2	101 - 42 100 - 702 000	11,500.00			11,500.00
	101 - 42 100 - 702 000	11,500.00			11,500.00
	101 - 42 100 - 702 000	11,500.00			11,500.00
	101 - 42 100 - 702 000	11,500.00			11,500.00
3	101 - 42 100 - 719 100		1,311.25		1,311.25
	101 - 42 100 - 719 100		1,311.25		1,311.25
	101 - 42 100 - 719 100		1,311.25		1,311.25
	101 - 42 100 - 719 100		1,311.25		1,311.25
	101 - 42 100 - 719 100		1,311.25		1,311.25
	101 - 42 100 - 719 100			1,250.00	1,250.00
	101 - 42 100 - 719 100			1,250.00	1,250.00
	101 - 42 100 - 719 100			1,250.00	1,250.00
	101 - 42 100 - 719 100			1,250.00	1,250.00
	101 - 42 100 - 719 100			1,250.00	1,250.00
	101 - 42 100 - 719 100			1,250.00	1,250.00
	101 - 42 100 - 719 100			1,250.00	1,250.00

3	101 - 270 100 - 801 000	100,000.00			100,000.00
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4.5	101 - 690 100 - 801 000	130,000.00			130,000.00
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\$ 280,000.00 \$ 5,245.00 \$ 16,954.00 \$ 8,000.00 \$ 417,199.00



December 2, 2016

The Honorable Korea Weaver, Mayor  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502-1420

Project: Financial Recovery Technical Assistance  
(Grant No. 2016-00651)

Dear The Honorable Mayor Weaver:

We are pleased to inform you that, in response to your grant proposal dated August 26, 2016 ("Grant Proposal"), the Charles Stewart Mott Foundation has approved a grant in the amount of up to \$417,199 to the City of Flint ("you" or the "City") for the above-referenced project for the period September 1, 2016 through March 31, 2018.

This grant is being made in accordance with the following budget:

Consulting Services	
Economic Development	\$60,000
Rebuilding Flint the Right Way	60,000
Grant Writer	120,000
Executive Search	100,000
DPW Director-partial	77,199
Total	<u>\$417,199</u>

This is a one-time only grant and a renewal for any or all of the budget line items should not be anticipated.

#### Grant Payments

Subject to the grant conditions specified below, this grant will be paid as follows:

1. The initial grant payment of \$40,000 for one-third of the Economic Development and Rebuilding Flint the Right Way under the Consulting Services line item of the budget, contingent upon:
  - a) our receipt of the signed commitment letter;
  - b) satisfactory verification of acceptance of the Mott Foundation grant by the Flint City Council and the Receivership Transition Advisory Board (RTAB);



200214

CITY OF FLINT



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

PRESENTED: 5-26-20

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

PROPOSAL #20000558

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SPALDING DEDECKER FOR PRELIMINARY ENGINEERING SERVICES TO REHABILITATE MILLER ROAD FROM HAMMERBERG TO BALLENGER HWY**

The Finance Department Division of Purchases & Supplies solicited proposals for Preliminary Engineering (PE) services to rehabilitate Miller Road from Hammerberg to Ballenger Hwy., as requested by the Department of Public Works, and;

Spalding DeDecker was the responsive bidder for said services. Funding for said services are budgeted and will come from the following accounts:

Dept.	Name of Account	Account #	Grant #	Amount
496	Water Capital Projects	555.000-801.066	FEP18WIIN-1	\$31,025.58
202	Major Street Fund	441.702-801.000	N/A	\$178,492.51

IT IS RESOLVED, appropriate City Officials are to do all things necessary to enter into a contract with Spalding DeDecker in an amount not-to-exceed \$209,518.09.00.

APPROVED AS TO PURCHASING:

APPROVED AS TO FINANCE:

Joyce A. McClane  
Purchasing Manager

\_\_\_\_\_  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: April 18, 2020

BID/PROPOSAL# 20000558

AGENDA ITEM TITLE: PE Services Miller Rd.

PREPARED BY Mark Adas, City Engineer, for Robert Bincsik, Director of Public Works

VENDOR NAME: Spalding DeDecker

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to award a contract to Spalding DeDecker for the Preliminary Engineering (PE) services to rehabilitate Miller Rd. from Hammerberg to Ballenger Hwy. Miller Rd. will be resurfaced, along with sidewalk replacements and the watermain will be replaced. The watermain is old and deteriorated and there have been several major watermain breaks through the years.

Please Note  
Purchasing  
received by  
staff review  
on 5/20/20 JPA

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Water Capital Projects	555.000-801.066	FEP18WIIN-1	\$ 31,025.58
202	Major Street Fund	441.702-801.000		\$178,492.51
<b>FY20 GRAND TOTAL</b>				<b>\$ 209,518.09</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 20003119

ACCOUNTING APPROVAL: Kirstie S. Troup Date: \_\_\_\_\_

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

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



## CITY OF FLINT

---

**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:** Robert Binisch  
(PLEASE TYPE NAME, TITLE)



# CITY OF FLINT

## Department of Public Works & Utilities

**Sheldon A. Neeley**  
Mayor

**Robert Bincsik**  
Director

May 20, 2020

**TO:** Joyce A. McClane  
Purchasing Manager

**FROM:** Robert Bincsik, Director  
Public Works & Utilities

**SUBJECT:** RECOMMENDATION – MILLER RD. PRELIMINARY ENGINEERING  
SERVICES, PROPOSAL #20-558

I have carefully reviewed the bids received for the preliminary engineering services for Miller Rd. rehabilitation and am recommending the bidder with the highest score, Spalding DeDecker, in the amount not to exceed \$209,518.09. The scoring points are as follows:

Spalding DeDecker	263.5 points
Wade Trim	255.5 points
Rowe	244 points
Fleis & Vandenbrink	229.5 points

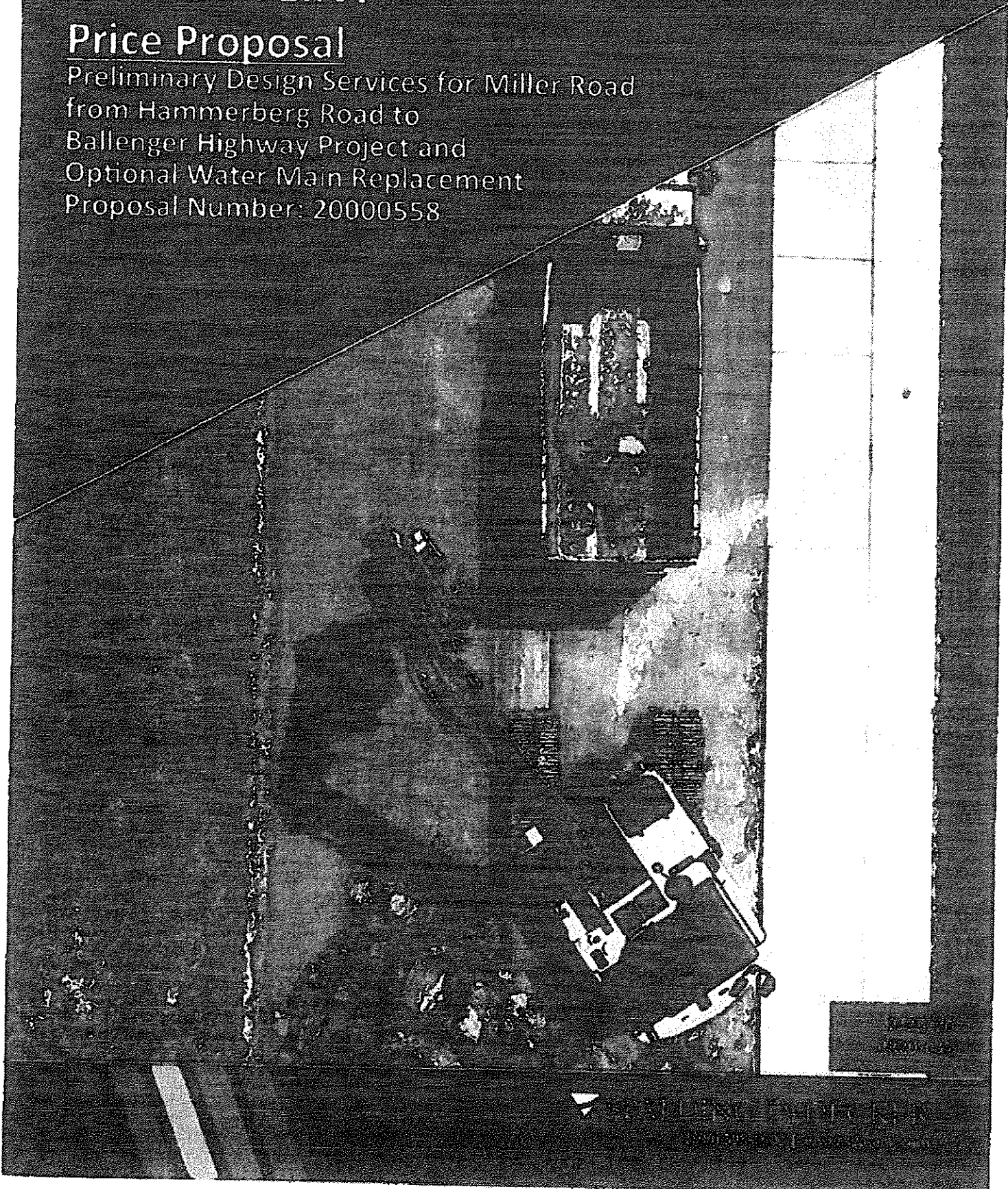
Requisition #20003119 has been pre-encumbered. If you have any questions or concerns, feel free to give me a call at 810 577-8267.

/km

# CITY OF FLINT

## Price Proposal

Preliminary Design Services for Miller Road  
from Hammerberg Road to  
Ballenger Highway Project and  
Optional Water Main Replacement  
Proposal Number: 20000558



Ballenger Highway  
20000558









**COST PROPOSAL - SUMMARY**

City of Flint Proposal #		20000558			
Project Description :		Miller Road Preliminary Design Services			
Consultant :		Spalding DeDecker			
TASK	DIRECT LABOR	OVERHEAD	DIRECT COSTS	FIXED FEE	TOTAL
Design Survey	\$17,578.00	\$36,411.07	\$0.00	\$5,938.80	\$59,927.87
Plans and Bid Documents	\$34,044.00	\$70,518.74	\$2,500.00	\$11,501.90	\$118,564.64
CONTRACT TOTAL =					\$178,492.51

**OPTIONAL - WATER MAIN DESIGN**

TASK	DIRECT LABOR	OVERHEAD	DIRECT COSTS	FIXED FEE	TOTAL
Water Main Design	\$9,100.40	\$18,850.57	\$0.00	\$3,074.61	\$31,025.58

CITY OF FLINT

200215



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

PRESENTED: 5-26-20

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

PROPOSAL #20000564

BY THE CITY ADMINISTRATOR:

RESOLUTION TO DTS CONTRACTING, INC  
FOR RENOVATIONS TO MCKINLEY COMMUNITY CENTER

The Finance Department - Division of Purchases & Supplies solicited proposals for renovations to McKinley Community Center, as requested by the Department of Planning and Development, and;

DTS Contracting, Inc. was the lowest responsible bidder for said services. Funding for said services are budgeted and will come from the following accounts:

Dept.	Name of Account	Account #	Grant #	Amount
DPD	Comm. Development Block Grant	274-748.214-805.056	FHUD19CDBG	\$50,000.00
DPD	Comm. Development Block Grant	274-748.214-805.057	FHUD19CDBG	\$37,275.32
DPD	Comm. Development Block Grant	274-748.214-805.056	FHUD18CDBG	\$42,544.68
DPD	Comm. Development Block Grant	274-748.207-805.051	FHUD19CDBG	\$50,000.00

GRAND TOTAL \$179,820.00

IT IS RESOLVED, appropriate City Officials are to do all things necessary to enter into a contract with DTS Contracting, Inc. in an amount not-to-exceed \$179,820.00.

APPROVED AS TO PURCHASING:

Joyce E. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

\_\_\_\_\_  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 03/30/2020

BID/PROPOSAL# 20000564

AGENDA ITEM TITLE: Renovations to McKinley Community Center

PREPARED BY: Alissa Paquette, Planning

VENDOR NAME: DTS Contracting, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

We recommend that DTS Contracting, Inc. be hired for the Renovations to McKinley Community Center, as they are the lowest responsible bidder. Though their lump sum bid (\$200,670.00) is over the amount that is budgeted for this project (\$192,544.68), we recommend that the air conditioning work be deducted, as shown in Alternate No. 1, which reduces the amount by \$20,850.00, to \$179,820.

FINANCIAL IMPLICATIONS: This project uses CDBG funds, and delivers no impact to the City's General Fund nor the Parks Millage.

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

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. It lists four rows of expenditures for Community Development Block Grants and a final row for the FY19/20 GRAND TOTAL of \$179,820.00.

PRE-ENCUMBERED? YES [checked] NO [ ] REQUISITION NO: 200002745

ACCOUNTING APPROVAL: Mary Jarvis Date: 03/31/2020



## CITY OF FLINT

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WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

(If yes, please indicate how many years for the contract) 1 YEARS

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

BUDGET YEAR 1

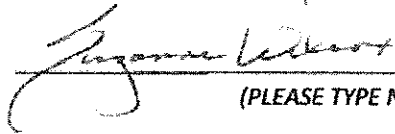
BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

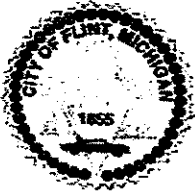
DEPARTMENT HEAD SIGNATURE:



(PLEASE TYPE NAME, TITLE)

CITY OF FLINT  
DEPARTMENT OF FINANCE  
DIVISION OF PURCHASES SUPPLIES

<b>P20-564 - RENOVATION TO MCKINLEY COMMUNITY CENTER</b>		
<b>BID PRICE</b>		
1	DTS CONTRACTING, INC	\$200,670.00
2	AUSTIN MORGAN CONTRACTING	\$205,000.00
3	SORENSEN GROSS COMPANY	\$251,000.00



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

PRESENTED: 5-26-20

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ROWE ENGINEERING FOR NORTHWEST TRANSMISSION MAIN RE-PERMITTING AND DESIGN - CHANGE ORDER 1**

In July 2019, Rowe Engineering was awarded to provided engineering services for the Northwest Transmission Main Re-Permitting and Design as requested by the Public Works and Utilities Department in the amount not to exceed \$67,360.00, and;

Rowe Engineering was the sole source for said services. Additional scope of services was needed: change in size of water main, new connection points, and new survey data and plans.

Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
496	Northwest Transmission	554.000-801.051	FEP18WIIN-1	\$37,000.00

IT IS RESOLVED, that the proper City Officials, are hereby authorized to enter into CHANGE ORDER #1 with Rowe Engineering for additional scope of work for the Northwest Transmission Main Re-Permitting and Design in an amount not-to-exceed \$37,000.00 and a revised contract amount of \$104,360.00.

APPROVED AS TO PURCHASING:

APPROVED AS TO FINANCE:

Joyce A. McClane  
Purchasing Manager

Amanda Trujillo (May 14, 2020 10:57 EDT)  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: April 20, 2020

BID/PROPOSAL# Sole Source

AGENDA ITEM TITLE: Northwest Transmission Main Replacement Change Order #1

PREPARED BY: Yolanda Gray on behalf of Robert Bincsik, Director of Public Works

VENDOR NAME: Rowe Engineering

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Rowe Engineering was awarded a contract as the sole source, to provide engineering services for the Northwest Transmission main re-permitting and redesign as needed in an amount not to exceed \$67,360. Since, moving forward with the design, additional scope of services is required. These items are: change in size of water main, new connection points, and new survey data and plans. Additional costs are not to exceed \$37,000 for a total contract amount of 104,360.00

This work will be paid out of the \$77.7 million WIIN Funding.

### FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Northwest Transmission	554.000-801.051	FEPA18WIN-1	\$37,000.00
<b>FY20 GRAND TOTAL</b>				<b>\$37,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 20003067

ACCOUNTING APPROVAL: Yolanda Gray Date: 4-22-2020

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



# CITY OF FLINT

**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:**

*Robert Biniash*

**(PLEASE TYPE NAME, TITLE)**





# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.™*

February 19, 2019

Mr. Robert Bincsik, Director of Public Works  
City of Flint  
1101 South Saginaw Street  
Flint, MI 48502

RE: Northwest Transmission Main Replacement  
Professional Engineering Services Proposal

Dear Mr. Bincsik:

ROWE Professional Services Company is pleased to submit the following proposal for professional engineering associated with the replacement of the northwest transmission main from the water treatment plant to the intersection of University Avenue and DuPont Street, approximately 5.6 miles. As you are aware, ROWE initially prepared the design plans and specifications for this transmission main replacement project back in 2009. In 2014, ROWE again worked with the city's Water Service Center staff to break the entire project into four separate segments. One segment went out for bids and a second segment was prepared for advertising for bids when both projects were placed on hold. We understand that the city is interested in proceeding with advertising for bids and construction of the entire project, as identified on the attached diagram. As a result, we offer the following scope of work for your consideration.

## SCOPE OF WORK

### Plans and Specifications Updates

- Administer a project kick-off meeting with city staff to review the scope of work and review the status of the current design plans and specifications including the potential for downsizing of the proposed transmission main as confirmed by current water model system, pipe material selection, and proposed connections at the treatment plant.
- Based on comments from the kick-off meeting, the construction drawings and specifications will be updated and combined back into a single project.
- Perform field check of project route to verify/update information that may have changed that could affect the design from the survey data originally collected in 2009 and updated in 2014-2015.
- Contact public utilities to verify/update information that had been previously obtained in 2014-2015.

Plans and Specifications Update Fee:.....\$57,660

### Project Permitting

- Prepare and submit a Michigan Department of Environmental Quality Act 399 Construction Permit.
- Prepare and submit a Genesee County Soil Erosion Control Permit.
- Prepare and submit a CSX Railroad Application for Facility/Utility Installations Permit.

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning  
Corporate: The ROWE Building, 540 S. Saginaw Street, Ste. 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573  
With Offices In: Lapeer, MI • Mt. Pleasant, MI • Farmington Hills, MI • Lansing, MI • Grayling, MI • Myrtle Beach, SC  
www.rowepsc.com

- Prepare and submit a Michigan Department of Transportation (MDOT) Application for underground Utility Construction Within Existing Right-of-Way Permit.

**Project Permitting Fee:** ..... **\$4,100**

**Project Advertising and Bidding Services**

- Prepare Engineer's Opinion of Cost to construct proposed water transmission main.
- Work with the city Purchasing Department to develop front end bidding documents.
- Assist the city with the pre-bid meeting.
- Address comments from contractors and prepare an addendum, if required.
- Attend the bid opening, review contractors' bids, and prepare bid tabulation and letter of recommendation of award.

**Project Advertising & Bidding Fee:** ..... **\$5,600**

*Construction Engineering Services*

**Survey Construction Staking**

- Stake proposed water main alignment.
- Stake location of proposed bends, tees, crosses, valves, and hydrant.
- Stake road centerline alignment and provide grade stakes.
- Stake proposed curb alignment and grades.

*\$47,360*

Survey Field	12 hrs/wk x 52 wks = 624 hrs	\$20,450
Survey Office	2 hrs/wk x 52 wks = 104 hrs	\$8,900

**Survey Construction Staking Fee Total:**..... **\$29,350**

**Construction Observation and Testing**

- Attend preconstruction and progress meetings.
- Measure and track contract quantities daily.
- Prepare connection detail sketches.
- Document plan changes for preparation of record drawings.
- Perform construction quality control testing on concrete and density testing of asphalt and aggregate materials.
- Verify construction compliance with contract specifications.
- Prepare Observer Daily Reports (ODRs).

Field Engineer	60 hrs/wk x 52 wks = 3,120 hrs	\$392,720
Engineering Field Technician	10 hrs/wk x 52 wks = 520 hrs	\$52,000

**Construction Observation and Testing Fee Total:**..... **\$444,720**

**Construction Administration**

- Provide construction administration duties including preparation of bulletins, work change directives, change orders, and pay applications.
- Review material shop drawings for compliance with contract documents.
- Verify project quantities with Contractor.
- Process pay requests/change orders.
- Prepare closeout documents to be delivered to the city. The closeout documents will include copies of the observer's daily reports, testing results, material shop drawings, and record drawings (as-built).
- Conduct progress meetings twice a month including preparation of meeting agendas and minutes.

Project Manager	16 hrs/wk x 52 wks = 832 hrs	\$112,320
Office Technician	6 hrs/wk x 52 wks = 312 hrs	\$32,760

**Construction Administration Fee Total:..... \$145,080**

**Design and Construction Engineering Services Total \$686,510**

**SCHEDULE**

We are available to begin work on this project immediately upon receiving authorization to proceed. We anticipate having the project updated and ready to submit to agency reviews within six weeks after the initial project scoping review meeting. We will work with the city staff to develop the schedule for bidding once the project is proceeding.

Once again, we appreciate the opportunity to provide continued engineering services to the City of Flint for your infrastructure improvements. If you are in agreement with this proposal, we request that you process a contract for signatures. If you have any questions or require additional information, please contact us at (810) 341-7500.

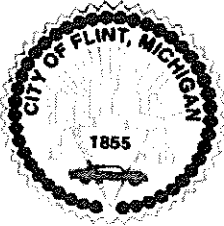
Sincerely,  
ROWE Professional Services Company



Jeffrey B. Markstrom, PE  
Engineering Division Manager

Attachment





**CITY OF FLINT**  
**DEPARTMENT OF PUBLIC WORKS**

Dr. Karen W. Weaver  
Mayor

Robert Bincsik, Director  
Public Works & Utilities

July 11, 2019

**TO:** Joyce A. McClane  
Purchasing Manager

**FROM:** Robert Bincsik, Director *RB*  
Public Works & Utilities

**SUBJECT:** NORTHWEST TRANSMISSION MAIN RE-PERMITTING

I am requesting for Rowe Engineering to provide engineering services for the Northwest Transmission main re-permitting and redesign as needed. Rowe is the sole source, as they previously designed this project several years ago in the amount of \$577,600.

This recommendation is pursuant to review and confirmation by the Purchasing and Finance Departments.

Please refer to requisition #190002129 in the amount of \$67,360.00.

If you have any questions or concerns, feel free to give me a call at 810 577-8267.

/km

## RESOLUTION STAFF REVIEW

---

**DATE:** July 11, 2019

**Agenda Item Title:** Northwest Transmission Main Repermitting

**Prepared By:** Kathryn Neumann/Robert Bincsik

**Background/Summary of Proposed Action:**

Under the WIIN funding intended use plan The City of Flint has elected to replace approximately 5.5 miles of transmission main identified as the "Northwest Transmission Main". This project has been a long standing priority for replacement and has been previously designed. Rowe Professional Services designed the project several years ago and the City of Flint paid \$577,600 to have the project designed. Other than pipe sizing the project design and route hasn't changed. The City of Flint would like to select Rowe Professional services as a sole source to have the project repermited and get the project ready for bid. Rowe provided a quote to perform these services of \$67,360. DPW recommends the City of Flint enter into a contract not to exceed \$67,360.

**Financial Implications:** Funding is available in the account listed below.

**Budgeted Expenditure?** Yes  No  Please explain if no:

**Account No.:** 496-554.000-801.051

**Pre-encumbered?** Yes  No  Requisition # 190002129

**Other Implications (i.e., collective bargaining):** None

**Staff Recommendation:** Recommend Approval

**Staff Person:** Robert Bincsik  
Robert Bincsik, Director of Public Works



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.™*

February 19, 2019

Mr. Robert Bincsik, Director of Public Works  
City of Flint  
1101 South Saginaw Street  
Flint, MI 48502

RE: Northwest Transmission Main Replacement  
Professional Engineering Services Proposal

Dear Mr. Bincsik:

ROWE Professional Services Company is pleased to submit the following proposal for professional engineering associated with the replacement of the northwest transmission main from the water treatment plant to the intersection of University Avenue and DuPont Street, approximately 5.6 miles. As you are aware, ROWE initially prepared the design plans and specifications for this transmission main replacement project back in 2009. In 2014, ROWE again worked with the city's Water Service Center staff to break the entire project into four separate segments. One segment went out for bids and a second segment was prepared for advertising for bids when both projects were placed on hold. We understand that the city is interested in proceeding with advertising for bids and construction of the entire project, as identified on the attached diagram. As a result, we offer the following scope of work for your consideration.

### SCOPE OF WORK

#### Plans and Specifications Updates

- Administer a project kick-off meeting with city staff to review the scope of work and review the status of the current design plans and specifications including the potential for downsizing of the proposed transmission main as confirmed by current water model system, pipe material selection, and proposed connections at the treatment plant.
- Based on comments from the kick-off meeting, the construction drawings and specifications will be updated and combined back into a single project.
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Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning  
Corporate: The ROWE Building, 540 S. Saginaw Street, Ste 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573  
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[www.rowepsc.com](http://www.rowepsc.com)

- Prepare and submit a Michigan Department of Transportation (MDOT) Application for underground Utility Construction Within Existing Right-of-Way Permit.

Project Permitting Fee: ..... \$4,100

**Project Advertising and Bidding Services**

- Prepare Engineer's Opinion of Cost to construct proposed water transmission main.
- Work with the city Purchasing Department to develop front end bidding documents.
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- Address comments from contractors and prepare an addendum, if required.
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Project Advertising & Bidding Fee: ..... \$5,600

*Construction Engineering Services*

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- Stake proposed water main alignment.
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Survey Construction Staking Fee Total:..... \$29,350

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Construction Observation and Testing Fee Total:..... \$444,720

*\$47,360*



**Construction Administration**

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**Construction Administration Fee Total:..... \$145,080**

**Design and Construction Engineering Services Total \$686,510**

**SCHEDULE**

We are available to begin work on this project immediately upon receiving authorization to proceed. We anticipate having the project updated and ready to submit to agency reviews within six weeks after the initial project scoping review meeting. We will work with the city staff to develop the schedule for bidding once the project is proceeding.

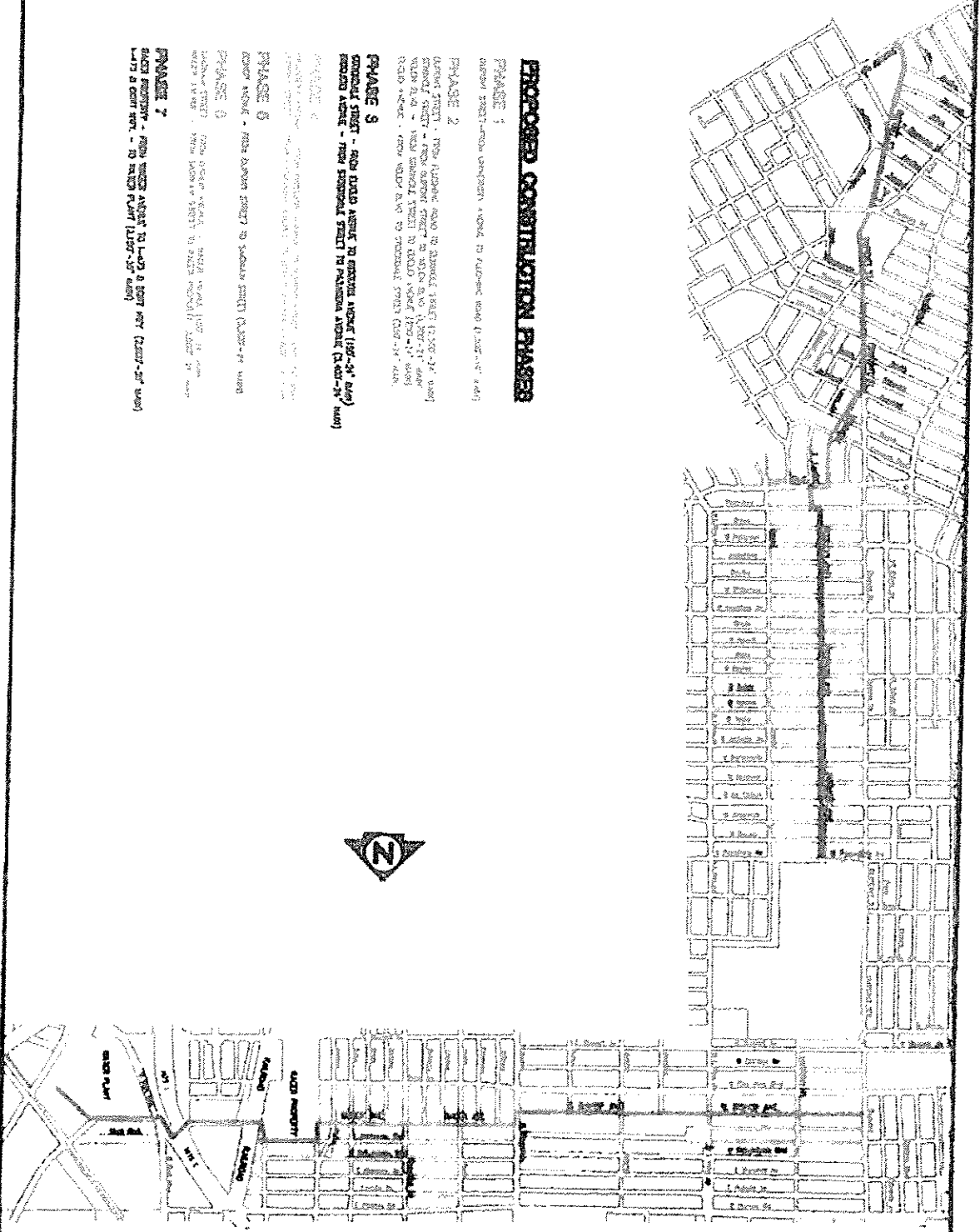
Once again, we appreciate the opportunity to provide continued engineering services to the City of Flint for your infrastructure improvements. If you are in agreement with this proposal, we request that you process a contract for signatures. If you have any questions or require additional information, please contact us at (810) 341-7500.

Sincerely,  
ROWE Professional Services Company



Jeffrey B. Markstrom, PE  
Engineering Division Manager

Attachment



**PROPOSED CONSTRUCTION PHASES**

- PHASE 1**  
 CENTER STREET - FROM UNIVERSITY AVENUE TO ALDINE ROAD (1,200'-0" LONG)
- PHASE 2**  
 CENTER STREET - FROM ALDINE ROAD TO MARKET STREET (1,200'-0" LONG)  
 MARKET STREET - FROM CENTER STREET TO ALDINE ROAD (1,200'-0" LONG)  
 ALDINE ROAD - FROM CENTER STREET TO MARKET STREET (1,200'-0" LONG)
- PHASE 3**  
 MARKET STREET - FROM ALDINE ROAD TO MARKET AVENUE (1,200'-0" LONG)  
 MARKET AVENUE - FROM MARKET STREET TO ALDINE ROAD (1,200'-0" LONG)
- PHASE 4**  
 MARKET AVENUE - FROM MARKET STREET TO ALDINE ROAD (1,200'-0" LONG)
- PHASE 5**  
 ALDINE ROAD - FROM MARKET STREET TO ALDINE ROAD (1,200'-0" LONG)
- PHASE 6**  
 MARKET STREET - FROM ALDINE ROAD TO MARKET AVENUE (1,200'-0" LONG)
- PHASE 7**  
 MARKET AVENUE - FROM MARKET STREET TO ALDINE ROAD (1,200'-0" LONG)



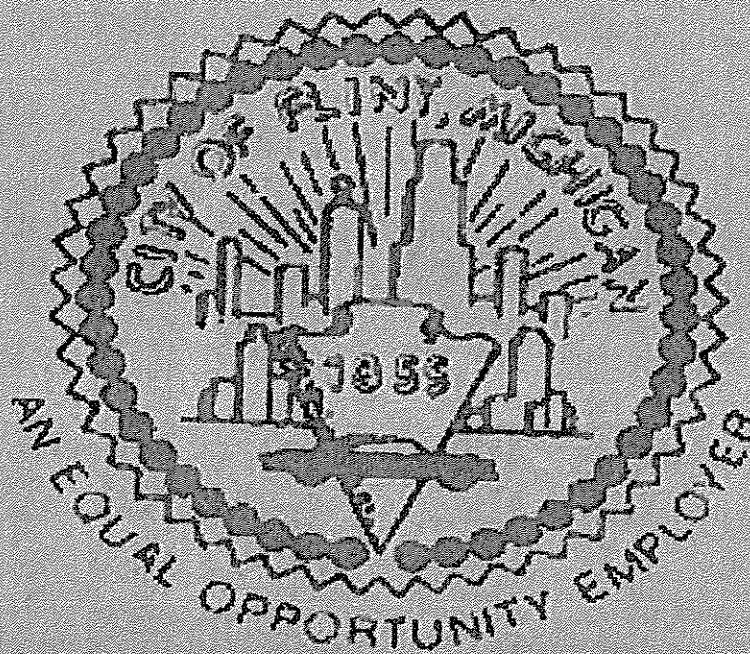
<p>PREPARED FOR:  <b>CONSTRUCTION SEQUENCE DIAGRAM</b>          24" WATERMAIN REPLACEMENT</p>	 <b>ROWE PROFESSIONAL SERVICES COMPANY</b> <small>100 N. Highway 22, Box 200 N O. Box 1140          Tulsa, OK 74102</small>	<p>DATE: DECEMBER 2010          PROJECT MGR: J.R.V.          REVIEWER: L.P.T.          SCALE: 1"=50'</p>
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**20-006**

**ROWE Engineering**

**NW Transmission Main Re-Permitting**

# **CITY OF FLINT MICHIGAN**



# **CONTRACTS**

**Utilities Copy**



**CITY OF FLINT**  
**DEPARTMENT OF PUBLIC WORKS**

Dr. Karen W. Weaver  
Mayor

Robert Bincsik, Director  
Public Works & Utilities

July 11, 2019

**TO:** Joyce A. McClane  
Purchasing Manager

**FROM:** Robert Bincsik, Director *RB*  
Public Works & Utilities

**SUBJECT:** NORTHWEST TRANSMISSION MAIN RE-PERMITTING

I am requesting for Rowe Engineering to provide engineering services for the Northwest Transmission main re-permitting and redesign as needed. Rowe is the sole source, as they previously designed this project several years ago in the amount of \$577,600.

This recommendation is pursuant to review and confirmation by the Purchasing and Finance Departments.

Please refer to requisition #190002129 in the amount of \$67,360.00.

If you have any questions or concerns, feel free to give me a call at 810 577-8267.

/km

**AGREEMENT BETWEEN THE CITY OF FLINT  
AND  
ROWE ENGINEERING**

This agreement (hereinafter "Agreement") by and between the City of Flint, a Michigan Municipal Corporation, 1101 S. Saginaw Street, Flint, MI 48502, (hereinafter the "City"), and Rowe Professional Services Company, 540 S. Saginaw Street, Ste. 200, Flint, MI 48502 hereinafter referred to as "Contractor."

1. **Applicable Law:** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.
2. **Arbitration:** Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.
  - (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
  - (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
  - (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
  - (d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
  - (e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
3. **City Income Tax Withholding:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to City tax, after giving effect to exemptions, as follows:

- (a) Residents of the City: At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
- (b) Non-residents: At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a material breach of this contract.

4. **Compensation**: The City shall pay for such services as have been set forth herein within 45 days of submission of proper invoices, releases, affidavits, and the like. Notwithstanding, the contract price shall not to exceed **\$67,360.00**. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth in this Section. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

- (a) Contractor shall submit itemized invoices for all services provided under this Agreement identifying:
  - (i) The date of service
  - (ii) The name of person providing the service and a general description of the service provided.
  - (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint  
Accounts Payable  
P.O. Box 246  
Flint, MI 48501-0246

5. **Contract Documents**: The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

6. **Disclaimer of Contractual Relationship With Subcontractors**: Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.



7. **Effective Date:** This contract shall be effective upon the date that it is executed by all parties and presented to the City of Flint Clerk. This contract shall not extend beyond fiscal year 2020.

8. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

9. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

10. **Good Standing:** Contractor must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

11. **Indemnification:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence, or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Contractor. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.

12. **Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

13. **Insurance/Worker's Compensation:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Finance Department. Policies shall be reviewed by the City's Finance Department for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.
- (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
- (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."
- (d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and



approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Finance Department, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

**14. Laws and Ordinances:** Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

**15. Modifications:** Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

**16. No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

**17. Non-Assignability:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust

company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. **Non-Disclosure/Confidentiality:** Contractor agrees that Contractor will not disclose any such information provided to Contractor in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.

19. **Non-Discrimination:** The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.

20. **Anti-Lobbying:** The Contractor shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Contractor shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State or City. Further, the Contractor agrees to require that language of this assurance be included in the award documents of all subawards.

21. **Ethics:** Pursuant to the Flint City Charter §1-602 (1) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, Contractor acknowledges receipt of Flint City Charter §1-602 and agrees that Contractor and its staff shall abide by the terms and participate in any training provided by the City or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers, in accordance with Flint City Charter §1-602.

22. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Robert Bincsik, Director of Public Works** and **Inez Brown, City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **540 S. Saginaw Street,**

Ste. 200, Flint, MI 48502, or to such other address as may be designated in writing by Contractor from time to time.

**23. Records Property of City:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint, and shall be disclosed to the City upon request.

**24. Scope of Services:** Contractor shall provide all of the materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to complete the project in accordance with the proposals submitted on February 19, 2019. Contractor shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents.

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

**25. Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

**26. Standards of Performance:** Contractor agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining any certifications in accordance with any applicable legal requirements.

**27. Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

28. **Termination:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its City Administrator, may terminate this agreement upon actual notice to Contractor. Contractor may terminate this agreement by providing written notice that shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

29. **Time of Performance:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

30. **Union Compliance:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.

31. **Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

32. **Whole Agreement:** This Agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.

**CONTRACTOR:**

12016-00078 Rick Freeman  
Mar 24 2020 8:13 AM  
Date

**WITNESS(ES):**

Jeffrey Markstrom, PE  
Digitally signed by Jeffrey Markstrom, PE  
DN: cn=Jeffrey Markstrom, o=J&K Professional Services  
Date: 2020.03.24 09:56:12-0400

Its \_\_\_\_\_

**CITY OF FLINT, a Michigan Municipal Corp.:**

Sheldon A. Neeley  
3/11/20  
Sheldon A. Neeley, Mayor Date

**APPROVED AS TO FORM:**

Angela Wheeler  
3-2-2020  
Angela Wheeler, Chief Legal Officer Date

S Contract Review Standard Contract Boilerplate revised 1-31-2020 track changes.docx



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.*

February 19, 2019

Mr. Robert Bincsik, Director of Public Works  
City of Flint  
1101 South Saginaw Street  
Flint, MI 48502

RE: Northwest Transmission Main Replacement  
Professional Engineering Services Proposal

Dear Mr. Bincsik:

ROWE Professional Services Company is pleased to submit the following proposal for professional engineering associated with the replacement of the northwest transmission main from the water treatment plant to the intersection of University Avenue and DuPont Street, approximately 5.6 miles. As you are aware, ROWE initially prepared the design plans and specifications for this transmission main replacement project back in 2009. In 2014, ROWE again worked with the city's Water Service Center staff to break the entire project into four separate segments. One segment went out for bids and a second segment was prepared for advertising for bids when both projects were placed on hold. We understand that the city is interested in proceeding with advertising for bids and construction of the entire project, as identified on the attached diagram. As a result, we offer the following scope of work for your consideration.

## SCOPE OF WORK

### Plans and Specifications Updates

- Administer a project kick-off meeting with city staff to review the scope of work and review the status of the current design plans and specifications including the potential for downsizing of the proposed transmission main as confirmed by current water model system, pipe material selection, and proposed connections at the treatment plant
- Based on comments from the kick-off meeting, the construction drawings and specifications will be updated and combined back into a single project.
- Perform field check of project route to verify/update information that may have changed that could affect the design from the survey data originally collected in 2009 and updated in 2014-2015.
- Contact public utilities to verify/update information that had been previously obtained in 2014-2015.

Plans and Specifications Update Fee:.....\$57,660

### Project Permitting

- Prepare and submit a Michigan Department of Environmental Quality Act 399 Construction Permit
- Prepare and submit a Genesee County Soil Erosion Control Permit.
- Prepare and submit a CSX Railroad Application for Facility/Utility Installations Permit

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning  
Corporate: The ROWE Building, 540 S Saginaw Street, Ste 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573  
With Offices In: Lapeer, MI • Mt Pleasant, MI • Farmington Hills, MI • Lansing, MI • Grayling, MI • Myrtle Beach, SC  
www.roweps.com

Mr. Robert Bincsik  
February 19, 2019  
Page 2

- Prepare and submit a Michigan Department of Transportation (MDOT) Application for underground Utility Construction Within Existing Right-of-Way Permit.
- Project Permitting Fee: ..... \$4,100

**Project Advertising and Bidding Services**

- Prepare Engineer's Opinion of Cost to construct proposed water transmission main.
- Work with the city Purchasing Department to develop front end bidding documents.
- Assist the city with the pre-bid meeting.
- Address comments from contractors and prepare an addendum, if required.
- Attend the bid opening, review contractors' bids, and prepare bid tabulation and letter of recommendation of award.

Project Advertising & Bidding Fee: ..... \$5,600

*Construction Engineering Services*

**Survey Construction Staking**

- Stake proposed water main alignment
- Stake location of proposed bends, tees, crosses, valves, and hydrant.
- Stake road centerline alignment and provide grade stakes.
- Stake proposed curb alignment and grades.

Survey Field	12 hrs/wk x 52 wks = 624 hrs	\$20,450
Survey Office	2 hrs/wk x 52 wks = 104 hrs	\$8,900

Survey Construction Staking Fee Total: ..... \$29,350

**Construction Observation and Testing**

- Attend preconstruction and progress meetings
- Measure and track contract quantities daily.
- Prepare connection detail sketches.
- Document plan changes for preparation of record drawings.
- Perform construction quality control testing on concrete and density testing of asphalt and aggregate materials.
- Verify construction compliance with contract specifications.
- Prepare Observer Daily Reports (ODRs)

Field Engineer	60 hrs/wk x 52 wks = 3,120 hrs	\$392,720
Engineering Field Technician	10 hrs/wk x 52 wks = 520 hrs	\$52,000

Construction Observation and Testing Fee Total: ..... \$444,720

\$47,360

**Construction Administration**

- Provide construction administration duties including preparation of bulletins, work change directives, change orders, and pay applications.
- Review material shop drawings for compliance with contract documents.
- Verify project quantities with Contractor.
- Process pay requests/change orders.
- Prepare closeout documents to be delivered to the city. The closeout documents will include copies of the observer's daily reports, testing results, material shop drawings, and record drawings (as-built).
- Conduct progress meetings twice a month including preparation of meeting agendas and minutes.

Project Manager	16 hrs/wk x 52 wks = 832 hrs	\$112,320
Office Technician	6 hrs/wk x 52 wks = 312 hrs	\$32,760

**Construction Administration Fee Total:..... \$145,080**

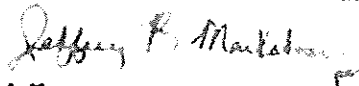
**Design and Construction Engineering Services Total \$686,510**

**SCHEDULE**

We are available to begin work on this project immediately upon receiving authorization to proceed. We anticipate having the project updated and ready to submit to agency reviews within six weeks after the initial project scoping review meeting. We will work with the city staff to develop the schedule for bidding once the project is proceeding.

Once again, we appreciate the opportunity to provide continued engineering services to the City of Flint for your infrastructure improvements. If you are in agreement with this proposal, we request that you process a contract for signatures. If you have any questions or require additional information, please contact us at (810) 341-7500.

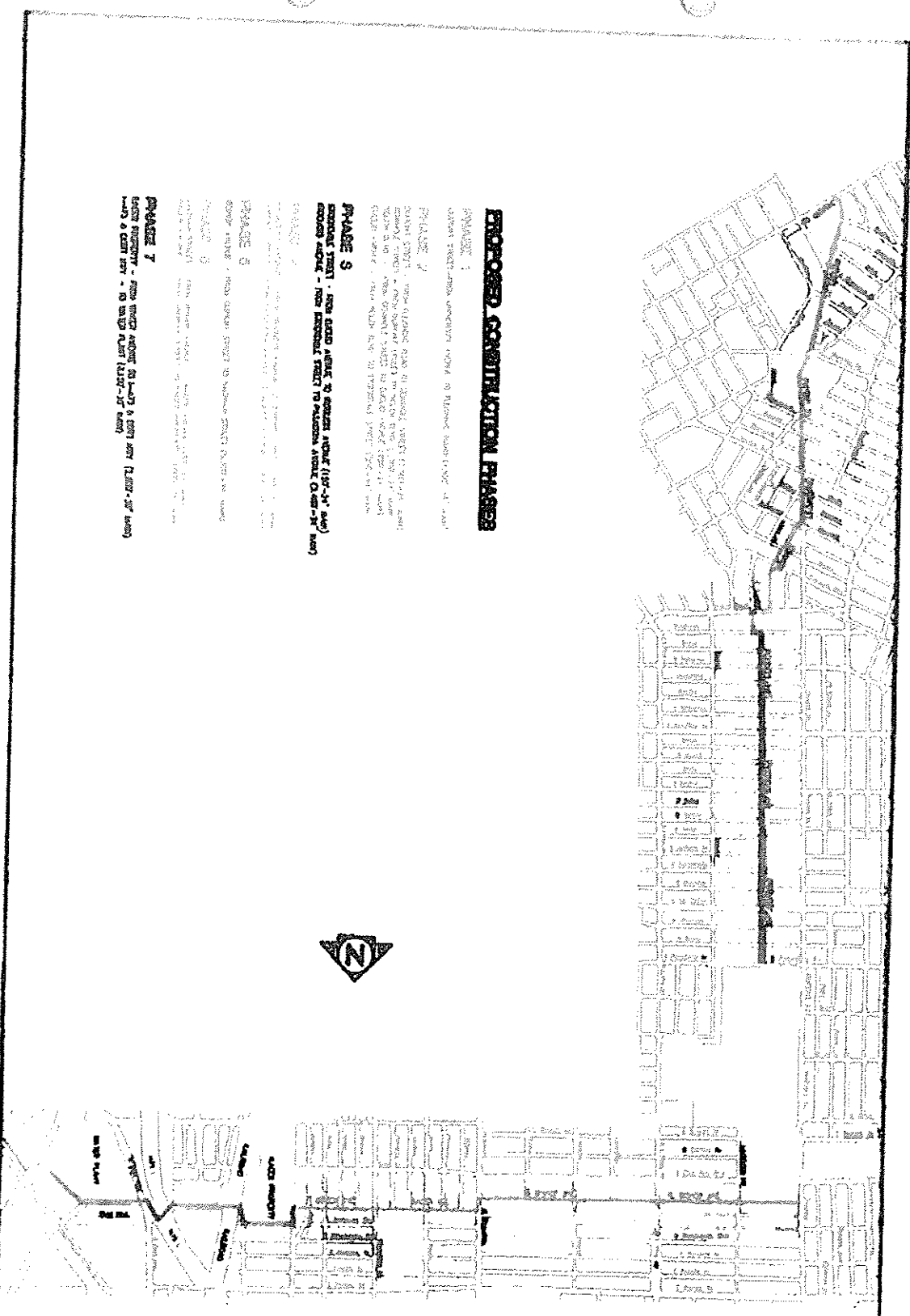
Sincerely,  
ROWE Professional Services Company



Jeffrey B. Markstrom, PE  
Engineering Division Manager

Attachment





**PROPOSED CONSTRUCTION PHASES**

- PHASE 1** - EXISTING WATERMAIN DESTRUCTION AND 24" DIAMETER TRENCHING
- PHASE 2** - 24" DIAMETER PIPE INSTALLATION AND BACKFILLING
- PHASE 3** - NEW 24" DIAMETER PIPE AND STRUCTURE ABOVE (18" x 48" AND 30" x 60" AND 48" x 72" AND 60" x 96" AND 72" x 120" AND 96" x 144" AND 120" x 168" AND 144" x 192" AND 168" x 216" AND 192" x 240" AND 216" x 288" AND 240" x 324" AND 288" x 360" AND 324" x 396" AND 360" x 432" AND 396" x 468" AND 432" x 504" AND 468" x 540" AND 504" x 576" AND 540" x 612" AND 576" x 648" AND 612" x 684" AND 648" x 720" AND 720" x 756" AND 756" x 792" AND 792" x 828" AND 828" x 864" AND 864" x 900" AND 900" x 936" AND 936" x 972" AND 972" x 1008" AND 1008" x 1044" AND 1044" x 1080" AND 1080" x 1116" AND 1116" x 1152" AND 1152" x 1188" AND 1188" x 1224" AND 1224" x 1260" AND 1260" x 1296" AND 1296" x 1332" AND 1332" x 1368" AND 1368" x 1404" AND 1404" x 1440" AND 1440" x 1476" AND 1476" x 1512" AND 1512" x 1548" AND 1548" x 1584" AND 1584" x 1620" AND 1620" x 1656" AND 1656" x 1692" AND 1692" x 1728" AND 1728" x 1764" AND 1764" x 1800" AND 1800" x 1836" AND 1836" x 1872" AND 1872" x 1908" AND 1908" 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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861		<b>CONTACT NAME:</b> certs@pciaonline.com <b>PHONE (A/C, No. Ext.):</b> (800) 969-4041 <b>E-MAIL ADDRESS:</b> certs@pciaonline.com <b>FAX (A/C, No.):</b> (800) 969-4041	
<b>INSURED</b> Rowe Professional Services, Co 540 S Saginaw St Ste 200 Flint MI 48502		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Phoenix Insurance Co <b>INSURER B:</b> Charter Oak Fire Ins. Co. <b>INSURER C:</b> Travelers Indemnity Co <b>INSURER D:</b> Travelers Indem. Co of America <b>INSURER E:</b> AXA XL <b>INSURER F:</b>	<b>NAIC #</b> 25623 25615 25658 25666 37885

**COVERAGES**

CERTIFICATE NUMBER: 20 - 21 ALL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AGREEMENT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> Contractual Liability GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	6805H96006619	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BASC42450319	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired & Non-Owned \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		CUP5C49442519	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	089305513819	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>Professional Liability</b> <b>Contractor's Pollution</b>		0PR9553275	1/1/2020	1/1/2021	Per Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):  
 Preventative maintenance bridge inspections

The City of Flint and including all elected and appointed officials, all employees and volunteers, all boards, commissions and /or authorities and their board members, employees and volunteers are considered additional insured as respects to General Liability only when required within a written contract.

**CERTIFICATE HOLDER**

kneumann@cityofflint.com

City of Flint DPW/Maintenance  
 Waste Collection/Purchasing  
 1101 S. Saginaw St., Rm. N102  
 Flint, MI 48502

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove JESS

*Michael Cosgrove*



200217

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

PRESENTED: 5-26-20

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

## RESOLUTION TO ADOPT THE OSHA PREPAREDNESS POLICY

### BY THE CITY ADMINISTRATOR:

**WHEREAS**, on March 24, 2020, Governor Whitmer instituted Executive Order 2020-21, a temporary requirement to suspend activities that are not necessary to sustain or protect life prohibiting “in-person” work that is not necessary to sustain or protect life with exceptions for essential and critical infrastructure workers. On April 9, 2020 Executive Order 2020-21 was amended through Executive Order 2020-42, replacing Executive Order 2020-21, with an expiration date of April 30, 2020 at 11:59 p.m. Order 2020-21, was subsequently replaced by Orders 2020-59, 2020-70, 2020-77 extending the stay at home order of May 28, 2020. Subsequently, Executive Order 2020-92 expanding the previous order and lifting some restrictions. The current order in place is Order 2020-96.

**WHEREAS**, to protect workers, Governor Whitmer adopted ordered 2020-91 that was subsequently replaced by Executive Order 2020-97 and entitled Safeguards to Protect Workers from COVID-19. Order 2020-97 requires all businesses and operations that are permitted to require their employees to leave the home or residences for work under 2020-92 to develop a COVID-19 preparedness and response plan, consistent with recommendations in Guidance on Preparing Workplaces for COVID-19, developed by the Occupational Health and Safety Administration.

**WHEREAS**, The City of Flint intends to protect the rights of public servants and employees by adopting policies and procedures regarding the OSHA Preparedness Policy.

**WHEREAS**, The City has prepared a OSHA Preparedness Policy. The policy is attached.

**WHEREAS**, The City Administrator, recommends adopting the OSHA Preparedness Policy.

**THEREFORE, BE IT RESOLVED** that Flint City Council authorizes the City Administrator to do all things necessary to adopt the OSHA Preparedness Policy and any subsequent amendments




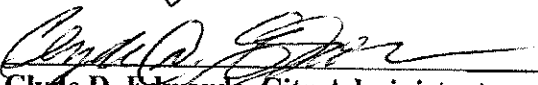
RESOLUTION NO.: \_\_\_\_\_

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

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

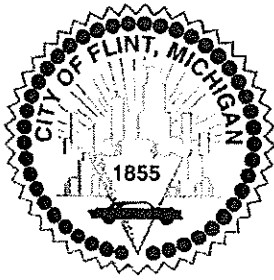
based on State and Federal guidelines, but not limited to Center for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA).

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**  
  
\_\_\_\_\_  
Clyde D. Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**  
\_\_\_\_\_  
Monica Galloway, City Council President





# City of Flint

## COVID-19 Preparedness and Response Plan

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### I. PURPOSE AND SCOPE

This COVID-19 Preparedness and Response Plan (“COVID-19 Plan”) is designed to provide a means by which City of Flint (“City”) personnel, generally Department heads & Division managers, can plan for and document responses to the COVID-19 pandemic that will allow the City to continue to provide vital services to the community, while protecting our employees to the maximum extent practical. By identifying risk factors and planning potential responses and controls to those risk factors, the City can implement this plan and reduce the chance of employees contracting COVID-19, while maintaining the City’s ability to provide vital services to our residents.

### II. CONCEPT OF OPERATIONS

This plan documents and memorializes the analysis of City’s operations by Departments/Divisions. The objective is to identify all staff within those Department/Divisions, assess potential sources of employee exposure and the presence of any individual risk factors, and identify controls that are in place, or that can be put into place, to minimize those risks.

### III. FORMAT FOR DEPARTMENT/DIVISION ANALYSIS

#### A. Document Creation Information

Identify, by name and position, the person(s) actually recording/producing this section.

#### B. Identify Staff

Identify all positions that fall within the department/division’s analysis.

#### C. Potential Sources of Employee Exposure

Based on the department/division’s normal operations, identify potential sources of employee exposure to COVID-19 (i.e. Employees duties require close contact with members of the public).

#### D. Individual Risk Factors of Employees

Identify any individual risk factors of employees within the Department/Division (i.e. special medical needs, etc), if known. Any such individual risk factors should not be described in a manner that could identify specific employees.

#### E. List Controls to Address Risks

List any controls that are or can be implemented to address the risks identified above while still providing critical City services. Controls can include, but are not limited to, actions such as the

following:

- Remote working/meeting
- Physical barriers to enforce social distancing/avoid close contact
- Notices/Announcements regarding social distancing measures
- Issuance/availability of PPE
- Diagnosis of employees who have contracted COVID-19.

Identified controls should be as specific as possible. (i.e. “markings placed on floor to encourage social distancing” not “enforce social distancing”)

#### **IV. CITY ADMINISTRATION/MAYOR'S OFFICE**

##### **A. Document Creation Information**

Clyde Edwards, City Administrator

##### **B. Staff**

Mayor, City Administrator, Chief of Staff, Special Projects Coordinator, Deputy Director of Economic Development, Mayor's Administrative Assistant/Community Relations Specialist, Mayor's Office Receptionist, Public Relations Officer, Administration Grants & Finance Coordinator, Director of Community Recreation, Public Health Coordinator (7), Chief Recovery Officer (1), Executive Assistant to City Administrator,

##### **C. Potential Sources of Employee Exposure**

- Contacts are usually with "middle-aged" staff and external customers
- Public/Customers enter main entrance; offices sequestered by glass enclosed reception area and locked entrance.
- Guests/customers allowed by appointment to enter and meet in designated areas within the Mayoral suite.
- Guests may be from local, state, and or national sites regarding government activities
- Exposure to SARS-COV2 may come from external customers and/or departmental staff via outside contacts/contaminations.

##### **D. Special Individual Risk Factors of Employees**

None known at this time

##### **E. Controls to Address Risks**

- Social distancing, i.e. 6' between individuals when meetings are necessary
- Teleconferencing is utilized for most meetings
- Sanitizing of surfaces is practiced. Hands are sprayed with alcohol solutions
- Masks worn when necessary
- Remote work used frequently

**V. CITY COUNCIL**

**A. Document Creation Information**

Inez M. Brown, City Clerk

**B. Staff**

City Councilpersons (9), Administrative Secretary to City Council (2), City Council Receptionist.

**C. Potential Sources of Employee Exposure**

Over the counter activity

**D. Individual Risk Factors of Employees**

None that we are currently aware.

**E. Controls to Address Risks**

\*For some time now, there has been ongoing dialogue between the administration and the City Clerk regarding some of the SPECIAL NEEDS that may be required for the future. That dialogue will continue.

Some staff is working remotely

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**VI. MULTIPLE MEMBER BOARDS (MAY NEED TO BE DUPLICATED FOR EACH SEPARATE BOARD - I.E. ETHICS & ACCOUNTABILITY BOARD, ZONING BOARD OF APPEALS, ETC.)**

**A. Document Creation Identification**

Suzanne Wilcox for Planning Commission, Zoning Board of Appeals, Historic District Commission, Economic Development Corporation

**B. Staff**

Planner I, Zoning Coordinator, Program Manager III, Planning and Development Director, Assistant City Attorney, MMB appointees

**C. Potential Sources of Employee Exposure**

- In-person meetings
- Applicants dropping off materials for meetings

**D. Individual Risk Factors of Employees**

- Unknown at this time

**E. Controls to Address Risks**

- Currently no in-person meetings; meetings held by phone, Zoom, Youtube

## **VII. OMBUDSMAN'S OFFICE**

### **A. Document Creation Identification**

Tane Dorsey, Ombudsperson

### **B. Staff**

Ombudsman, Ombudsman Investigator, Ombudsman Office Manager

### **C. Potential Sources of Employee Exposure**

- Residents coming into the office to file complaints
- Staff entering and exiting the building as well as using shared spaces

### **D. Individual Risk Factors of Employees**

None known at this time

### **E. Controls to Address Risks**

- Remote work and alternating staff time in office
- Office remaining closed to the public, or,
- Limiting walk in times and encouraging making complaints via phone
- Setting appointments

### **VIII. CLERK'S OFFICE**

#### **A. Document Creation Identification**

Inez M. Brown, City Clerk

#### **B. Staff**

City Clerk, Deputy City Clerk, Election Information & Operations Supervisor,  
Election Clerk, Election/Licensing/Investigator Clerk (2),  
Election/Licensing/Accounts Payable Clerk

#### **C. Potential Sources of Employee Exposure**

- clients/customers entering the Municipal Bldg.,
- accessing the elevators or stairs to enter the Assessment area.
- Area is shared with the City Clerk's staff.

#### **D. Individual Risk Factors of Employees**

None known at this time

#### **E. Controls to Address Risks**

- Office is closed to the public.
- Business is conducted by appointment only.
- Remote work is utilized.
- Employees have their own spaces/office areas on one side of the 2nd floor area.
- \*For some time now, there has been ongoing dialogue between the administration and the City Clerk regarding some of the SPECIAL NEEDS that may be required for the future. That dialogue will continue.

**IX. CITY ASSESSOR'S OFFICE**

**A. Document Creation Identification**

Stacey Kaake, Assessor

**B. Identify Staff**

City Assessor, Deputy City Assessor, Assessment Support Supervisor, Sr. Appraiser (4) Appraiser Trainee (2)

**C. Potential Sources of Employee Exposure**

- exposure could be by clients/customers entering the Municipal Bldg.,
- accessing the elevators or stairs to enter the Assessment area.
- Area is shared with the City Clerk's staff.
- Exposure when they need to go out in the field for permits and site inspections.

**D. Special Individual Risk Factors of Employees**

I have a breast cancer survivor with a compromised immune system. I have an employee with asthma and breathing issues. I have another employee with allergies and breathing issues.

**E. Controls to Address Risks**

- Office is closed to the public.
- Business is conducted by appointment only.
- Remote work is utilized.
- Employees have their own spaces/office areas on one side of the 2nd floor area.
- Plexiglass or some type of protection on our counter window

**X. TREASURER – CUSTOMER SERVICE CENTER**

**A. Document Creation Identification**

Amanda Trujillo, Acting CFO

**B. Staff**

Accountant, Assistant Customer Service Operations Supervisor, Clerk Teller (9), Deputy City Treasurer, Principal Clerk Typist, Receivable Enforcement Officer, Sr. Customer Service Clerk (2), Sr. Customer Service Clerk-Provisional (2)

**C. Potential Sources of Employee Exposure**

- Customers enter from the street area directly into the worksite which is separated from the other first floor areas by glass doors.
- The staff is separated from their customers by counters encompassing the entire work area.
- Only three feet separates customers from staff.

**D. Individual Risk Factors of Employees**

None known at this time

**E. Controls to Address Risks**

- Processing mail from drop box/fedex/usps.
- Setting up guidelines on how to process the mail. Plan on gathering mail and placing it in our mail room and let it sit for a minimum of 24 hours before it is opened. Clerks will have to wear gloves in order to handle mail and cash/checks/money orders and credit card.
- Employees will be required to wear a face covering and gloves when waiting on customers. Access was closed to the public, who now pay bills via a drop box located outside of the Municipal Bldg.
- Staff practice social distancing and observe sanitation guidelines and protocols.

**XI. FINANCE - PURCHASING**

**A. Document Creation Identification**

Joyce McClane, Purchasing Manager

**B. Staff**

Clerk Typist, Purchasing Manager

**C. Potential Sources of Employee Exposure**

- The general public, employees, vendors, coworkers,
- has tremendous traffic daily from each stated categories.
- The Purchasing Department has daily traffic from every category previously mentioned.
- The Purchasing Department performs public bid openings, mandatory pre-bid meetings, interviews vendors, vendors supplying samples of their products day-to-day, deliveries of purchases, day to day interaction with walkin vendors looking to do business with the City of Flint and face-to-face interaction with department heads, and staff /employees with purchasing needs.

**D. Individual Risk Factors of Employees**

None known at this time

**E. Controls to Address Risks**

- Purchasing employees would need to wear face covering when dealing with customers/vendors.
- Limit number of vendors that can come to bid opening. Only one person per bidder. (Some have two or three individuals from the same company present).

## **XII. FINANCE**

### **A. Document Creation Identification**

Amanda Trujillo, Acting CFO

### **B. Staff**

Auditor (2), Budget & Grants Administrator, Chief Auditor, Finance Administrative Assistant, Finance Director, Finance Intern, Payroll Coordinator, Payroll Division Supervisor

### **C. Potential Sources of Employee Exposure**

- The general Public, employees, retirees, vendors, coworkers, family members
- The Payroll Department has traffic from each of the categories previously mentioned.
- The Payroll department performs activities such as meetings, retirement appointments, and day to day Finance front counter interactions with the general public and employees alike regarding payroll, benefits and retirement issues.

### **D. Individual Risk Factors of Employees**

None known at this time.

### **E. Controls to Address Risks**

- Employees separated by cubicles, but still would need to wear face coverings as they move about the office.
- Need sneeze shield installed for Front Desk (Angela) where individuals would be facing down toward her.
- Additional barriers needed to control public access to employee areas.

### **XIII. LAW DEPARTMENT**

#### **A. Document Creation Identification**

Angela Wheeler, Chief Legal Officer

#### **B. Staff**

Chief Legal Officer, Assistant City Attorney (5), Paralegal

#### **C. Potential Sources of Employee Exposure**

- In person court hearings and other legal proceedings, if required.
- In-person meetings, if required
- Processing legal filings
- In-person contacts with public/opposing parties/counsel/court staff

#### **D. Individual Risk Factors of Employees**

Staff /w medical conditions making them more vulnerable to infections and disease

Staff interfacing with post office for mailings

#### **E. Controls to Address Risks**

- Department closed to walk-in inquiries at present
- Employees mostly working remotely
- Most court proceedings are currently either handled remotely or stayed/adjourned during emergency.
- Receipt/transmission of legal documents is primarily being done electronically
- Public access to Law Department is restricted.



#### **XIV. HUMAN RESOURCES/LABOR RELATIONS**

##### **A. Document Creation Identification**

Charley McClendon, Interim Human Resources & Labor Relations Director

Dr. Tia Lewis, Senior Human Resources & Labor Relations Consultant

##### **B. Staff**

Human Resources & Labor Relations Director (1), Sr. Human Resources & Labor Relations Consultant (3), Human Resources & Labor Relations Assistant (1), Human Resources & Labor Relations Administrative Assistant (1)

##### **C. Potential Sources of Employee Exposure**

- The general Public, employees, vendors, coworkers, family members
- The Human Resources & Labor Relations Department has traffic from each of the categories previously mentioned.
- The HR department performs activities such as meetings, interviews, testing, and day to day HR front counter interactions with the general public and employees alike

##### **D. Individual Risk Factors of Employees**

- Known comorbidities of HR/LR Staff in addition to family members who live in households with comorbidities that can be put at risk.

##### **E. Controls to Address Risks**

- HR/LR Department face-to-face meetings are by appointment only. 5 out of 6 HR/LR Staff Members work remotely.
- HR/LR Staff working within the office have been issued PPE, including facemasks.
- HR/LR Staff that are working remotely have utilized the following online formats: Email, Google Hangout Meetings, Zoom, Google Forms/Quiz, Google Docs, Google Sheets to successfully perform meetings, interviews, On-boarding and pre-employment testing, group collaboration and employment testing/examination.
- Continued use of online platforms that were already in place to complete HR/LR key essential duties: Work Injuries/Workers' Compensation, Personnel Transactions, Verification of Employment, Leaves of Absences (Short Term Disability, FMLA), CDL Drug Screening, Employee Inquiries, Employee Benefits, Retirement, Unemployment.
- The HR/LR staff began to store all Personnel Files and Employee Health Files electronically.

## XV. POLICE DEPARTMENT

### A. Document Creation Identification

Chief Phil Hart

### B. Staff

Chief of Police, ID Technician Supervisor, ID Technician (3), ID Technician Trainee, Intelligence Analyst (5), IT Specialist, Neighborhood Safety Officer (8), Police Captain (3), Police Deputy Chief, Police Financial Coordinator, Police Lieutenant (6), Police Officer (64), Police Officer Recruit (2), Police Records Coordinator, Police Sergeant (23), Police Terminal Operator (7), Principal Clerk Typist (4), Property Room Clerk (2)

### C. Potential Sources of Employee Exposure

- Due to the nature of Police work, Police employees have interaction with the public on a daily basis, creating an ongoing potential for exposure. Listed below are some common examples of potential exposure sources:
- Citizens, both in the field and at the station.
- Interviews of suspects and witnesses to crimes.
- Jails. Officers take prisoners to be lodged and interview lodged suspects in jails, usually the Genesee County Jail.
- Court appearances.
- Hospitals. Officers are often required to frequent hospitals (usually Hurley) for follow ups on assaults and crashes, interviews of injured suspects and witnesses, to petition the admission of mental patients and to pick up blood and sexual assault kits.
- Co-Workers.
- Vendors.
- Custodial Services.
- In-service training.
- Large community events, Back to the Bricks, Crim Race, 4th of July Celebration etc.
- Smaller scale community events, National Night Out, Shop with a Cop, Touch a Truck etc.

### D. Individual Risk Factors of Employees

No known employees with special medical needs

**E. Controls to Address Risks**

- Public access to the station is monitored through use of an intercom and camera system. Only one citizen is allowed access at a time. Temperature is taken prior to entry, and use of a protective mask is mandatory.
- Efforts are now being made to maintain as much distance as practical during interviews of suspects and witnesses. Interviews of potential police employees are currently being held remotely (digitally).
- Hospitals and Jails are being frequented only when necessary, and as few Officers as possible are making entry when required.
- All Officers on patrol are now assigned as one man cars. The only exceptions to this rule are training cars, as probationary employees require a training Officer for an approximant six month period.
- Vendors and custodians are monitored for body temperature prior to gaining access to the Police building, and use of a protective mask while in the building is mandatory.
- In service Police training through the Law Enforcement Officers Regional Training Council is currently suspended. Essential training, such as firearms proficiency and qualification, continues to be conducted by the Police Department. This training is being conducted at an outdoor location, where distancing is being maintained as much as is practical.
- Large community events are currently suspended. Some smaller community meetings are taking place in digital and teleconference formats, however in person group meetings have been temporarily suspended.
- The Police Department is assigned four civilian Principal Clerk Typists. The PCT's are currently working remotely from their homes, only reporting to the Police Department, for a short period, every other Monday for payroll deadline purposes.

## XVI. FIRE DEPARTMENT

### A. Document Creation Identification

Chief Raymond Barton

### B. Staff

Fire Chief, Deputy Fire Chief-Interim, Fire Administrative Support Technician, Fire Administrative Clerk, Fire Apparatus Operator I (16), Battalion Chief (3), Fire Prevention Inspection Lieutenant, Fire Provisional Suppression Sergeant (5), Fire Quartermaster, Fire Safety Training Officer, Fire Suppression Lieutenant (6), Fire Suppression Sergeant (7), Firefighter 2nd driver (4), Firefighter/EMT (31), Firefighter/EMT Trainee

### C. Potential Sources of Employee Exposure

- As First Responders, we are tasked with providing services on the front line during the entire 24 hour shift.
- Employees of the City of Flint Fire Department may be exposed to Covid-19 through interactions with the general public and coworkers.
- Fire personnel reside within the fire stations during their work shift and cannot isolate or practice social distancing at all times especially on emergency calls
- Fire personnel may possibly become sick or ill from members of the department that come to work ill or is asymptomatic.
- As First Responders, we are exposed daily whether knowingly or unknowingly.

### D. Individual Risk Factors of Employees

- Individual response to medical emergencies and providing community service and patient care within the Flint community
- Entering the home of residents to provide service (Tier I and II, Lift or Patient assist and fire related emergencies)
- Inneractions on scene with other emergency medical responders
- Delivering of patients to the emergency room where possibly contaminated patients are waiting to be scene or who are being treated
- Performing CPR which may or may not be COVID-19 related up to 20 minutes without transport to a medical facility in home of a resident
- In close proximity of on duty fire personnel in fire houses
- Personal protective equipment and cleaning supplies

### E. Controls to Address Risks

- Pre and post employee screening (includes question regarding contact, travel, symptoms and a temperature check)
- Suspended in person training. All training is being conducted remotely or on-line
- All meetings are done remotely

- All non-essential in-person meetings are suspended
- Fire Stations are closed to the public. For smoke detectors or CO detectors, firefighters take to the residents vehicle
- Visitors in fire stations is restricted
- Firefighter on-duty travel is restricted to fire responses in which the unit is dispatched by the 911 center and to pick up groceries for the shift
- New protocol in place that requires the use of a N95 mask when performing CPR and or responding to medical calls. We DO NOT have protective gowns and or covering
- Cleaning often when in the fire stations and when returning from a call within the community
- Disinfecting fire vehicles often
- Proper disposal of PPE and encouraging the frequent changing of uniforms due to the lack of protective coverings/gowns
- Use of UV light to decontaminate N95 masks
- Frequent training and information as it presents on the coronavirus and safe practices
- Notices and memos regarding social distancing, safe practices, and the use of surgical masks in the fire stations when around other employees
- Employees are issued N95 masks and may decontaminate at any time upon request if they feel that they have been exposed
- Employees are encouraged to shower before going home or at any time after a response in the community
- The fire department in partnership with a local clinic set up COVID-19 testing for firefighters regardless of symptomatic or asymptomatic
- Policies in place if an employee has a temperature, is ill and or exposed

## **XVII. INFORMATION TECHNOLOGY**

### **A. Document Creation Identification**

Jeff Keen, IT Director

### **B. Staff**

IT Director, IT Specialist (3), Network/LAN Administrator, IT Desktop Support Technician, Administrative Assistant

### **C. Potential Sources of Employee Exposure**

- Department is in the basement level of the Municipal Bldg.
- IT co-workers
- Internal customers (other City employees) as well as citizens they may be helping in their area
- Vendors
- Custodial Services

### **D. Individual Risk Factors of Employees**

None known at this time

### **E. Controls to Address Risks**

- Department access is badge access only
- We can open the door for internal customers to get equipment that we keep near door
- Work with internal customers by appointment
- Work is currently done remotely and in house by appointment only
- PPE when onsite

**XVIII. DEPARTMENT OF PUBLIC WORKS, TRAFFIC ENGINEERING DIVISION**

**A. Document Creation Identification**

Robert Bincsik, Director of Public Works

**B. Staff**

Electrician-Traffic Engineering, Traffic & Sign Coordinator, Traffic Safety Maintainer (4), Traffic Signal Electrician Supervisor, Fleet Maintenance Supervisor, Fleet Garage Foreman, Fleet Administration Office Manager

**C. Potential Sources of Employee Exposure**

- Located at 12th Street Yards
- Interaction with other employees
- Interaction with the Public

**D. Individual Risk Factors of Employees**

None known at this time

**E. Controls to Address Risks**

- Staggered starting shift times
- Limited interaction while at work
- Cannot eat in lunch room
- Markings on floor identifying proper 6' spacing during punch in and punch out times
- 1 person in a truck at a time
- Checking temperature and asking screening questions at beginning of shift
- Employees able to work remotely are doing so

**XIX. DEPARTMENT OF PUBLIC WORKS, TRANSPORTATION DIVISION**

**A. Document Creation Identification**

Robert Bincsik, Director of Public Works

**B. Staff**

Transportation Administration: DPW Director, City Engineer, Infrastructure/Development Administrative Technician, Transportation Accounting Coordinator, Transportation Director, Waste Services Coordinator

Transportation Streets: Principal Clerk Typist, Street Maintenance Construction Foreman (3), Street Operator Maintainer (19), Street Operator/Maintainer Trainee I (2), Transportation Division Manager

**C. Potential Sources of Employee Exposure**

- Located at 12th Street Yards and DPW Office at City Hall
- Interaction with other employees
- Interaction with the Public

**D. Individual Risk Factors of Employees**

None known at this time.

**E. Controls to Address Risks**

- Staggered starting shift times
- Limited interaction while at work
- Cannot eat in lunch room
- Markings on floor identifying proper 6' spacing during punch in and punch out times
- 1 person in a truck at a time
- Checking temperature and asking screening questions at beginning of shift
- Employees able to work remotely are doing so
- Employees wearing proper PPE including masks, tyvek suits, goggles, gloves



**XX. DEPARTMENT OF PUBLIC WORKS, UTILITIES DIVISION, WATER POLLUTION CONTROL/WATER SERVICE CENTER DISTRIBUTION AND SEWER**

**A. Document Creation Identification**

Robert Bincsik, Director of Public Works

**B. Staff**

Water Pollution Control: Electrical Inspector, Electrician -WPCF (2), Environmental Compliance Supervisor, Facilities Technical Consultant, Inventory Control Consultant, Sr. Environmental Compliance Analyst (3), Sr. Sewage Pumping Station Operator, Utilities & Maintenance SCADA Systems Supervisor, WPC Administrative Technician, WPC Division Manager, WPC Electrical Foreman, WPC Laboratory Supervisor, WPC Laborer, WPC Maintainer, WPC Maintenance Foreman, WPC Operations Supervisor, WPC Operator Foreman (4), WPC Operator Trainee, WPC Sr. Maintainer (5), WPC Sr. Operator (6), Instrumentation Technician

Water Service Center - Distribution: Sr. Water Distribution Operator (19), Water Distribution Foreman (4), Water Distribution Operator, Water Distribution Operator Trainee (3), Water Service Center Administrative Assistant

Water Service Center - Sewer: Sr. Sewer System Maintainer (9), Sr. Sewer System Construction Operator (5), Sewer Cleaning Foreman, Sewer System Construction Foreman (2), Sewer System Maintainer Trainee (2), Utilities Data Technician, Water Service Center Administrative Manager

**C. Potential Sources of Employee Exposure**

- Located at 3310 E. Court St.
- Interaction with the PublicContact with the general public while performing normal duties may lead to exposure
- Exposure to contaminated areas including common spaces, where those infected have been
- Working with piping, tools, and other equipment that has been soiled with raw sewage, other human waste and body fluids, or sludge may lead to contamination.
- Vehicles, lunchrooms, restrooms, and locker-rooms have the potential to be shared by staff
- Many tasks require employees to work in pairs or groups which may lead to exposure if a party is an active carrier/spreader of Covid-19.
- Members of the general public accessing the facilities for various reasons may cause exposure
- Contractors, vendors, inspectors, are frequently on -site performing work which may cause exposure
- Any general person who is an active carrier/or spreader of Covid-19 in contact with an employee or their immediate family may lead to exposure

**D. Individual Risk Factors of Employees**

None known at this time

**E. Controls to Address Risks**

- Staggered starting shift times
- Limited interaction while at work
- Cannot eat in lunch room
- Markings on floor identifying proper 6' spacing during punch in and punch out times
- 1 person in a truck at a time
- Checking temperature and asking screening questions at beginning of shift
- Employees able to work remotely are doing so Face masks and shields, googles, and gloves are available to employees
- Employees are required to don protective gear including face masks/shields relative to their work assignments
- Management has asked employees to monitor their temperature daily
- Management will screen employees at the start of the work day
- Employees exhibiting signs of infection will be sent home pending negative Covid-19 test results
- Employees are required to sanitize work areas on a daily basis
- Employees are encouraged to shower before leaving for the day, once showered not to return to the work vehicle or other potentially contaminated work areas
- Employees that are provided with uniforms; they should be changing into their regular clothes at the end of their shift or work day
- Employees are reminded to maintain proper hygiene including frequent handwashing
- In person meetings are limited to 5 persons or less
- Employees are required to practice social distancing
- Hand sanitizer stations are set up in work areas
- Buildings are cleaned daily
- Employees may face disciplinary action if they fail to adhere to the City's Covid-19 Policies

**XXI. DEPARTMENT OF PUBLIC WORKS - UTILITIES DIVISION, WATER PLANT**

**A. Document Creation Identification**

Robert Bincsik, Director of Public Works

**B. Staff**

Utilities Administration - Water Plant: DPW Accounting Supervisor, Plumbing/Mechanical Inspector, Utilities Administrator

Water Plant: Principal Clerk Typist, Water Plant Maintainer Supervisor, Water Plant Operations Foreman, Water Plant Operations Foreman-Temporary (3), Water Plant Sr. Operator/Maintainer, Water Plant Sr. Operator/Maintainer-Temporary (3)

**C. Potential Sources of Employee Exposure**

- Located at 4500 N. Dort Hwy.
- Interaction with other employees

**D. Individual Risk Factors of Employees**

None known at this time.

**E. Controls to Address Risks**

- Limited interaction while at work. Plant is minimally staffed so inherently limits exposure to other employees
- 1 person in a truck at a time
- Checking temperature and asking screening questions at beginning of shift
- Employees able to work remotely are doing so
- Water Plant is secure and isolated from public interaction which limits public access

**XXII. DEPARTMENT OF PUBLIC WORKS - UTILITIES DIVISION, FACILITIES MAINTENANCE**

**A. Document Creation Identification**

- Robert Bincsik, Director of Public Works

**B. Staff**

Facilities Maintenance Building maintenance supervisor, Building Maintainer

**C. Potential Sources of Employee Exposure**

- Located at City Hall and works in all city buildings
- Interaction with other employees in the buildings they maintain
- Interaction with the Public

**D. Individual Risk Factors of Employees**

None known

**E. Controls to Address Risks**

- Limited interaction while at work
- 1 person in a truck at a time
- Checking temperature and asking screening questions at beginning of shift

**XXIII. DEPARTMENT OF PLANNING AND DEVELOPMENT - PLANNING/ZONING/COMMUNITY & ECONOMIC DEVELOPMENT**

**A. Document Creation Identification**

Suzanne Wilcox, Director of Planning and Development

**B. Staff**

Planning and Development Director

Planning and Zoning

Lead Planner, CNI Project Coordinator, GIS Technician, Planner I (2), CNI Project Planner, Urban Designer, Neighborhood Planner, Zoning Coordinator

Community and Economic Development

Program Manager III (2), Accountant, Community Development Grant Coordinator (3) Planner I, Planning & Development Accounting Supervisor, Principal Clerk Typist

**C. Potential Sources of Employee Exposure**

- Interaction with other employees
- Interaction with the public
- Common area surfaces
- Elevator

**D. Individual Risk Factors of Employees**

- Cancer survivor with compromised immune system
- Employees with asthma, allergies and breathing issues.

**E. Controls to Address Risks**

- Limited interaction while at work
- Checking temperature and asking screening questions at beginning of shift (need thermometers)
- Ensure 6' spacing in common areas and meeting spaces
- Employees able to work remotely are doing so
- Wear masks and gloves
- Disinfect common areas and surfaces touched (copy machine, punch clock, other shared office equipment)
- Some employees have individual offices
- Management will screen employees at the start of the work day
- Employees exhibiting signs of infection will be sent home pending negative Covid-19 test results
- Employees are required to sanitize work areas on a daily basis

- Employees are reminded to maintain proper hygiene including frequent handwashing
- In person meetings are limited, masks required; utilize teleconferencing for the most part
- Employees are required to practice social distancing
- Set up hand sanitizer stations in work areas
- Buildings are cleaned daily
- Office remains closed to the public
- Staff utilizing the following online formats: Email, Google Hangout meetings, Zoom, Google Docs, Google Sheets, PolIEV, Youtube and Facebook Live for Open Meetings Act requirements and for neighborhood planning,
- Continued use of online platforms that were already in place to complete key essential duties:
  - Need to digitize files
  - Investigating online platforms for grants management systems
  - Suspended in-person training
  - Suspended large community events

**XXIV. DEPARTMENT OF PLANNING AND DEVELOPMENT - BUILDING AND SAFETY  
INSPECTIONS/DEVELOPMENT/ENFORCEMENT**

**A. Document Creation Identification**

Suzanne Wilcox, Director of Planning and Development

**B. Staff**

Business Services (Building and Safety Inspections/Development/Enforcement)

Chief Building Official, Neighborhood Enforcement Officer II, Neighborhood Enforcement Official, Planning and Development Accounting Coordinator, Development Technician (2), Senior Development Technician, Plumbing and Mechanical Inspector, Electrical Inspector, Code Enforcement Officer

**C. Potential Sources of Employee Exposure**

- Interaction with other employees
- Interaction with the public
- Shared work areas
- Must enter resident's homes to facilitate work as necessary
- Contact with vendors/contractors due to ongoing projects critical to maintaining infrastructure and safety

**D. Individual Risk Factors of Employees**

- Unknown at this time

**E. Controls to Address Risks**

- Limited interaction while at work
- 1 person in a truck at a time
- Checking temperature and asking screening questions at beginning of shift (need thermometer)
- Business conducted by appointment only
- Install plexiglass shield at BSI front counter
- Keep admin door locked
- Install drop box outside of BSI entrance
- Continued use of online platforms that were already in place to complete key essential duties
- Need to digitize files
- Investigating online platforms for BSI permitting and inspections functions
- Suspended in-person training