

From: Jason Lorenz <jlorenz@cityofflint.com>
Sent: Monday, August 18, 2014 5:52 PM
Subject: PRESS RELEASE: Water Advisory Update
Attachments: Water Advisory 8.18.2014.pdf

For Immediate Release

City of Flint Boil Water Advisory Still in Effect for Area Affected by Discovery of Abnormal Water Sample

Flint, Michigan – August 18, 2014 – The City of Flint’s Utilities Department has received word today from the Department of Environmental Quality that the boil water advisory issued for a small portion of the city is still in effect although additional testing has shown no signs of E-coli or fecal coliform bacteria in the water. Testing over the last 48 hours has shown that the water tests negative for the presence of fecal coliform bacteria and E-coli, but an abnormal test result triggered the advisory. It is believed that a sampling error is to blame for the abnormal test; however, as a precaution, the advisory will remain in effect until the next citywide sampling has been completed. The next round of routine testing will take place on Tuesday, August 19, 2014 with the possibility that the advisory could be lifted as early as Wednesday, August 20, 2014.

Testing of the drinking water is a part of the routine process for ensuring the quality and safety of the system which happens weekly at nine different sites around the city. Drinking water contamination due to E-coli or coliform bacteria is very rare due to the fact that the bacteria cannot survive in the water for very long. The colder temperature of water in the system coupled with the regular blending of chlorine into the water makes for a hostile environment for these kinds of bacteria. The Flint Water Treatment Plant works diligently to provide water of the highest quality to everyone in the city.

–END–

Pleyte, Beth (Treasury)

From: Maxine Murray <mmurray@cityofflint.com>
Sent: Tuesday, August 19, 2014 2:36 PM
To: Byrne, Randall (Treasury); Kapp, Gene (MSP); Muchmore, Dennis (GOV); Roberts, John (DTMB); West, Samantha (GOV); Dempkowski, Angela (Treasury); Baird, Richard (GOV); Larkin, Brian (GOV); Darnell Earley; Deasy, Thomas (MSP); Koryzno, Edward (Treasury); Clement, Elizabeth (GOV); Elizabeth Murphy; Etue, Kriste (MSP); Hollins, Harvey (GOV); James Tolbert; Jerry Ambrose; Klotz, Josephine (MSP); Lee, Nichole (MSP); McGowan, Emmitt (MSP); Sands, Thomas (MSP); Sipes, Stephen (MSP); O'Neill, Stephen (MSP); Saxton, Thomas (Treasury); Workman, Wayne (TREASURY)
Subject: Conference Call Agenda
Attachments: Agenda 081914 and Attachment.pdf

Good afternoon,

Please find attached the agenda for the Wednesday, August 20th, 9:00 am conference call.

Thank you.

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Maxine Murray
Executive Assistant to
Mayor Dayne Walling
Darnell Earley, Emergency Manager
1101 S. Saginaw Street
Flint, MI 48502
810.237.2035 Telephone
810.766.7218 Fax

City of Flint Wednesday 9:00am Phone Conference Agenda
August 20, 2014

1) Public Safety Update – FPD, MSP, (FFD, if needed)

- a) FPD –
 - i. FBI vs FPD stats variation
- b) FFD
- c) Traffic Accidents Resulting in Death of Flint Citizens – Update on Strategies Special ALPACT Meeting scheduled for August 22, 2014
- d) Would like to have a statement of the mission, goals, and objectives of MSP/FPD collaboration.
- e) Other update from Chief Tolbert and MSP

2) Governor's Office Update – R. Baird, H. Hollins, B. Clement

- a) Court Consolidation

3) Lawsuits – Status, Issues

- a) Retiree Lawsuit – On June 30, 2014 Judge Tarnow issued an order modifying in part his preliminary injunction barring the City from modifying retiree health care benefits. While the details of the Judge's recent order are still being reviewed, and while the details of implementing the order are still being developed, it appears that the ruling will have a positive financial impact on the City, at least for the period while the litigation continues. A meeting between the City and Cornerstone was held on July 21, 2014 to discuss the compilation of alternatives based on Judge's new orders. An implementation date is anticipated in the second quarter of the year.

4) Financial Update

- a) Remaining bargaining units in "meet and confer" sessions: Fire, Sgts., and Capts. & Lts.
- b) Need to start to develop a plan to begin pre-funding employee healthcare.

5) City Council Update

- a) Councilman Eric Mays was sentenced to 72 days in jail following impaired driving sentencing. He was released, pending appeal, with a \$15,000 bond.
- b) Council wants to retain an attorney for an outside legal opinion on when the 18 month term (to allow them to remove the EM) commenced. They discussed asking Darnell for the money to hire an outside attorney, but they ultimately have decide to pool their own money.
- c) A grid-timeline is being developed using the 7 point Transition Management plan. This will be used as an itemized list of steps to be completed in order to prepare for transition. (See attached)

6) Blue Ribbon Committee on Governance

- a) Five Charter Amendments and the question of whether to have a general revision of the current charter have been placed on the November ballot. These were as recommended by the BRC.

7) Water Issues

- a) The cost of providing water is becoming a state-wide issue for distressed communities. Let's begin a larger conversation on both the impacts and the potential limitations for cities and how the State could play a role. Meeting held last week with United Way and Resource Genesee to discuss options for residents who receive water shut off notices.
- b) Glenn Acres – water turn-on order from Judge Hayman
- c) Limited area boil-water notice
- d) General Motors Water Issues

8) Messaging

- a) A plan is being developed to present to the community at-large and to the various interest groups (i.e. business, investors, foundations) the background of the financial emergency, the actions taken and next steps to emerge from receivership. This will be an on-going item for discussion.

9) Recruitment and Selection of City Administrator/Manager

- a) Provide guidance on several considerations: duration of appointment, contract, consistent with TAB, working with TAB, etc.
- b) Emergency Manager is developing a recruitment and selection calendar; recruitment to begin September 1, 2014.

10) Other Items

Attachment: Steps to Prepare for Transition from Emergency Manager to Receivership Transition Advisory Board

Steps to Prepare for Transition From Emergency Manager to Receivership Transition Advisory Board

	Target	Completion	7 Pt. Trans. Plan #	Comments
Chief Administrative Officer				
* National Recruitment	9/1/14		4	
* Appoint Selection Committee				
* Select finalists				
* Conduct Interviews				
* Recommend Candidate				
* EM Appoints Selected Candidate	12/1/14			
Organizational Development				
* EM/Mayor determine recommended City organizational structure	5/17/14	5/17/2014	4	
* EM/Mayor recommend Council action on ordinance changes to implement organizational structure		6/26/2014	4	
* Council to review and adopt revised organizational structure	5/17/14	6/26/2014	4	
* Finalization organizational structure roles: Mayor, Council, Administration	6/26/14	6/26/2014	4	
Complete Bargaining Units Contracts				
* Local 1600	7/1/14	Ratified	4	
* Local 1799	7/1/14	Ratified		
* FPOA	7/1/14	Imposed		
* PD - Sgts.	7/1/14			
* PD -Capts & Lts.	7/1/14			
* Fire Union	7/1/14			

Steps to Prepare for Transition From Emergency Manager to Receivership Transition Advisory Board

	Target	Completion	7 Pt. Trans. Plan #	Comments
Comprehensive Public Safety Study				
* Contract with ICMA for Study		5/8/2014	4	
* Collect Data				
* Receive Draft Report	9/30/14			
* Receive Final Report				
* Plan Implementation				
* Determine best, most appropriate use of \$1.1 million State Allocation				
Retiree Health Care Lawsuit				
* City Notified of Lawsuit			5	
* Injunction Received		1/13/2014		
* Injunction Modified		6/30/2014		
Cornerstone determines impact on				
* FY15 & 16 Budget	9/1/14			
* Implement Modifications	11/1/14			
* Scheduling Conference				
* Mayor and Council to support City's position on retiree health care or adopt measures offsetting increased costs				
	6/26/14	6/26/2014	5	
Biennial Budget Implementation				
* Biennial Budget Adopted		6/26/2014	6	
* 1st Quarter Status	10/1/14			
* 2nd Quarter Status	1/1/15			
FY 14 Budget Close Out				
* Preliminary Close				

Steps to Prepare for Transition From Emergency Manager to Receivership Transition Advisory Board

	Target	Completion	7 Pt. Trans. Plan #	Comments
* Audit Received	11/30/14			
Governance				
* EM receives BRC Final Report	7/18/14	7/18/2014	3	
* Present Report to Mayor and City Council	7/28/14	7/28/14		
* Mayor and Council Submit Comments to EM			3	
* EM Orders BRC Recommended Charter Amendments and Charter Commission Initiative on Nov. Ballot	7/30/14	8/5/2014		
* EM develops proposed governance structure and sends to governor			3	Part of Final Order
* Mayor and Council Comments on EM Proposal	7/28/14	7/28/2014	3	
* Define and incorporate financial and organizational best practices	3/25/13	3/25/2014	7	Reso on TAB
Deficit Elimination/Reserve Accumulation Plan				
* EM Submits Plan to Treasury	7/1/14		1	
* Treasury Approval Received		7/16/2014		
* EM Orders DE/RAP Adoption		7/15/2014		
* City Council passes resolution of support for DE/RAP		3/25/2014	1	Reso on TAB
* Confirmation by Mayor and Council that DE/RAP actions will be a top priority in budgeting	6/26/14	6/26/2014	1	

Steps to Prepare for Transition From Emergency Manager to Receivership Transition Advisory Board

	Target	Completion	7 Pt. Trans. Plan #	Comments
City Council Activity				
* Council to receive quarterly reports from Mayor/Fin. Director on progress of achieving strategic objectives and priorities	9/22/14		6	
* Completion of City Ordinance Review by Council as proposed by EM	9/22/14		3	
* Review Strategic Plan, FY16 Budget	1/20/15		6/7	
* 6 mos. FY15 Budget Review/Amendments	1/20/15		6/7	
* Strategic Plan to be updated annually	2/20/15		6	
* Completion of MML Level One Education Award per EM Order 2	3/28/14		7	
Five Year Financial Analysis				
* City Council adopts 5 Year Analysis	6/1/14	6/1/2014	2	
* Finance/Adm Cmte shall annually review analysis in February each year and Send to Council for approval	2/20/15		2	
Issue outgoing EM Order				
	4/8/2015			

Byrne, Randall (Treasury)

From: Byrne, Randall (Treasury)
Sent: Thursday, August 21, 2014 12:52 PM
To: Dube, Mathieu (Treasury)
Subject: FW: City of Flint Water and Sewer Rate Study
Attachments: proposal.water_sewer_study_2013.pdf

Matt:

I just received this from the City of Flint.

Randy,

From: Elizabeth Murphy [mailto:emurphy@cityofflint.com]
Sent: Thursday, August 21, 2014 12:22 PM
To: Byrne, Randall (Treasury)
Subject: Re: City of Flint Water and Sewer Rate Study

Randy,
Water and Sewer Rate Study RFP is attached.
LIZ MURPHY

On Thu, Aug 21, 2014 at 9:41 AM, Elizabeth Murphy <emurphy@cityofflint.com> wrote:
Randy,
I will check.
LIZ

On Thu, Aug 21, 2014 at 9:29 AM, Byrne, Randall (Treasury) <ByrneR1@michigan.gov> wrote:
Liz:

Do you have a copy of the RFP for the water and sewer rate study that you could send to me?

Thanks once again,

Randy,

From: Elizabeth Murphy [mailto:emurphy@cityofflint.com]
Sent: Wednesday, August 20, 2014 11:02 AM
To: Byrne, Randall (Treasury)

Subject: City of Flint Water and Sewer Rate Study

Randy,

Please see attached City of Flint Water and Sewer Rate Study performed by Raftelis Financial Consultants.

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Liz Murphy

Assistant to the Emergency Manager

City of Flint

810 237 2025

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Liz Murphy

Assistant to the Emergency Manager

City of Flint

810 237 2025

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Liz Murphy

Assistant to the Emergency Manager

City of Flint

810 237 2025

INVITATION TO BID

OWNER:

THE CITY OF FLINT
DEPARTMENT OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., Room 304
FLINT, MI 48502

Proposal No. 14-564

SCOPE OF WORK:

The City of Flint, Department of Purchases & Supplies, is soliciting sealed proposals for providing:

WATER & SEWER RATE STUDY

per the attached additional requirements.

If your firm is interested in providing the requested services, please submit 1 original and 2 copies of your detailed proposal to the City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Room 304, Flint, MI, 48502, by **Thursday, November 7, 2013 @ 3:00 PM (EST)**. Please note: all proposals received after 3:00 PM (EST) will not be considered. Faxed proposals into the Purchasing Department are not accepted.

All additional bid documents, requirements, addendums, specifications and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at www.cityofflint.com/purchasing under "open bids" and the specific bid or proposal number assigned to this notice.

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing proposals, Bidders are advised to rely only upon the contents of this Request for Proposal (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any proposal, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence
- 3) **BID SUBMISSION:**
 - a) The Bidder must include the following items, or the bid may be deemed non-responsive:
i.e. All forms contained in this RFP, fully completed.
 - b) Proposal must be submitted to the Purchasing Department, City of Flint, 1101 S. Saginaw Street -Room 304, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department's time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that its bid is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
 - c) Proposals must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
 - d) Submission of a proposal establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP), and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by email, facsimile or other electronic means will not be considered unless specifically authorized in this RFP
 - g) All costs incurred in the preparation and presentation of the proposal are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
 - h) Proposal must be held firm for a minimum of 120 days.
 - i) Term - Contract and/or all other procurement documents shall be effective until completed to the satisfaction of the City of Flint. The City of Flint reserves the right to cancel or not renew all or any part of the procurement agreement/contract at any time.

- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's proposal, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Proposals not meeting all requirements may be rejected.
- 5) **DUPLICATE PROPOSALS:** No more than one (1) proposal from any Bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple proposal.
- 6) **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of bids. No proposal may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award.
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Proposals must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total proposal to the lowest responsive, responsible Bidder. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract, and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All bids must be firm for at least 120 days from the due date of the proposal. If, for by reasons of refusal by the vendor/contractor, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all bidder lists.
- 12) **FREEDOM OF INFORMATION ACT REQUIREMENTS:** Proposals are subject to public disclosure.

after the deadline for submission in accordance with state law.

- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's obligation to submit to arbitration shall be subject to the following provisions.
- (a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to his claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - (b) Within fourteen (14) days from the date demand for arbitration is received by the City, 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 decision concurred by a majority of the three shall be a final binding decision.
 - (c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - (d) 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.
- 14) **BID HOLD:** The City of Flint may hold proposals for a period of one hundred - (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of 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 having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, 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
- 19) **LAWS AND ORDINANCES:** The bidder 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 improvement, local government, and its operational requirements

20) **LOCAL PREFERENCE:** Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible vendor is not located within the limits of the City of Flint, but is located within the county of Genesee and vendor does not exceed the bid of the lowest non-local bidder by more than three and a half percent (3 ½%), the County vendor may have a competitive advantage.

21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the bidder. The bidder agrees that all of the obligations required by him/her pursuant to this Agreement shall be performed by him/her or by others employed pursuant to this Agreement shall be performed by him/her and working under his direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the bidder maintaining his/her operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.

22) **MODIFICATIONS/CHANGES/PRICE VARIATIONS:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances. Commodities subject to market price variation shall be considered on all term agreements subject to a 30-day advance written notification from the vendor. Such notice must be substantiated by a written price change from the manufacturer and shall be required for both price increases and decreases

23) **NON-COLLUSION:** The bidder acknowledges that by signing this document that he/she is duly authorized to make said offer on behalf of the company he/she represents and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that he/she and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that he/she and said bidder have not in any manner sought by collusion to secure to himself/herself and said bidder any advantage over any other bidder.

24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 PA. 220 (Michigan Handicapped Rights Act), the local unit and its' agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.

25) **SUBCONTRACTING:** No subcontract work 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.

- 26) **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 that term, covenant or condition or of any other 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.
- 27) **JURISDICTION OF OMBUDSMAN:** Any person, business or other entity submitting a bid or bid in response to a request by the City consents to be subject to the jurisdiction of the Ombudsman of the City of Flint and to comply with the respective Charter provisions governing the Ombudsman's duties, jurisdiction and powers.
- 28) **PREVAILING WAGE:** The successful bidder providing any contractual labor services must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City's Resolution R-12 adopted 4/8/91. The bidder is aware of City of Flint Resolution #R-12 dated April 8, 1991, a copy of which is annexed hereto and incorporated herein, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution. This form and prevailing wage information is available on the city's website, www.cityofflint.com/purchasing. (not applicable to this project.
- 29) **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 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 substantial and material breach of this contract.
- 31) **CONTRACT/PROCUREMENT DOCUMENTS:** The invitation for bids, instructions to bidders, bid, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, (if required), 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.
- 32) **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.
- 33) **EFFECTIVE DATE:** Any agreement between the City and the contractor shall be effective upon the date that it is executed by all parties hereto.
- 34) **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
- 35) **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 others working on behalf of the City of Flint, including the Project Manager, 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/her 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.

- 36) **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.
- 37) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, 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.
- 38) **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.
- 39) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 40) **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.
- 41) **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.
- 42) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and 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.

- 43) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay
- 44) **EVALUATION OF BIDS:** In the City's evaluation of proposals, at minimum; firm's written proposal, the qualifications of the firm, the overall fee structure, feedback from references, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise as specified.

INSURANCE REQUIREMENTS

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile – Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person/\$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability– Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

Minimum Limits

- Workers' Compensation – statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease – each employee
- \$500,000 disease – policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

Minimum Limits.

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein

Any written questions regarding this project shall be directed to Derrick Jones @ djones@cityofflint.com using the subject title of "RFP 14-564-Question" by Wednesday, October 30, 2013 before 5:00 PM. Questions will be collected and the responses will be released in the form of an addendum that will be posted on the City's website.

Sincerely,

Derrick F. Jones,
Purchasing Manager
Department of Purchases & Supplies

SCOPE OF SERVICE

The City of Flint, (hereinafter "the City"), is requesting proposals from qualified consultant to conduct a comprehensive water and sewer rate study. The intent of the study is to independently assess and evaluate the City's existing water and sewer rates and provide recommendations. The broad objective of the study is to adequately fund water and sewer utility operations, capital costs, and bonded debt while minimizing rates to the greatest degree possible.

The study will be based on a comprehensive review of the City's water and sewer funds and budgets, water system plan, wastewater plan, current usage data, future planned growth, and any other information deemed necessary.

Background

The City of Flint had its first municipal water supply beginning in 1883 under a private franchise. This supply was from the Flint River. In 1903, this system was taken over as a municipal system and has been operated as such to the present time. The first water purification plant was placed into service in 1911 and additional pumps, filters, and mains were added as needed until 1938. In the early 1950's, the City of Flint added a second treatment facility and constructed the Holloway Dam.

In the late 1960's the City signed a water purchase agreement with the City of Detroit and constructed 13 miles of water mains, using 72" pipe, from Davidson to the Flint Water Plant to obtain potable water from Detroit Port Huron Plant. Plant #1 and #2 were then placed on emergency stand-by status for operations. Water received through this pipeline is discharged into the City of Flint distributions system and is also stored in the treatment facilities reservoirs. During periods of high demand the water is pumped from the storage reservoirs into the Flint distribution system to supplement the Detroit supply. Presently the plant is only available for emergency service.

In 2000, the City began a five (5) year implementation of a Drinking Water Revolving Fund Project Plan for the rehabilitation of the water plant to meet current drinking water quality standards. The water filtration plant facilities are to be used on a standby basis in the event that the supply from the city of Detroit is interrupted.

At the present time the only facilities which are currently in use of both the old and the new plants are the 18 million gallon (MG) Dort reservoir, a 2MG elevated tank, and high and low lift pumps.

Study Objectives

The study is to be performed in conformance with the following policy directions:

1. Evaluate the existing water and sewer rate structures for conformance with existing statutory regulations and make recommendations for any changes that are necessary to achieve compliance.
2. Identify the various direct costs included in the City's budget and make recommendations for any changes necessary to ensure those direct operational costs are properly aligned with the appropriate fund or water classification within the water fund.
3. Evaluate the existing overhead distribution formulas and develop recommendations that will improve equity in the application of overhead between the water and wastewater funds and among the various water classifications in the water fund.
4. Develop an understanding of the cost of serving and the benefits derived by various water classifications and make recommendations as necessary to achieve equity between the various water classifications.
5. Evaluate the City's meter service fee structure and make recommendations to better align fixed operating costs with the fixed revenues inherent in the meter service fee.
6. Review the City's existing water commodity rate structure within each water classification and develop recommendations for improvements that will ensure the structure promotes realization of various statewide initiatives, City's goals, and best meets the City's operational needs.
7. Evaluate the existing water connection fee and make recommendations for any changes.

Study Requirements

Any recommendations made must consider or make provision for the following factors:

- Current and future cost of providing water and wastewater services in conformance with established or anticipated changes to standards and regulations
 - Changes in projected demands
 - Availability of water supply
 - Age and condition of water and sewer systems and the need to fund long-term capital replacement
1. Develop an understanding of the existing rate structures and the assumptions underlying cost distribution to the various rate categories.
 2. Develop an understanding of the City's reserve policy and other financial policies and ensure any recommendations for changes in rates meet the cash flow objectives.
 3. Assess existing customer service fee structure and identify other potential areas for service and system charges (water and sewer shut-offs, back-flow devices, plan reviews, etc.) and recommend changes, if appropriate. Please indicate if there are any liability issues as a result of assessing recommended fees.
 4. Develop an understanding of the costs and benefits (both tangible and intangible) realized by operating the existing water and wastewater systems.
 5. Develop a proposed rate schedule that reflects the City's priorities and contains a forecast for proposed rates over a five (5) year period that will integrate the City's capital plan.
 6. Develop a rate projection that forecasts rates to 10 years based on expected cost increases over time including any proposed changes.
 7. Reserve analysis must be part of the model.

8. Demonstrate that costs from any proposed modifications are equitably distributed in proportion to the benefit received by various rate payers.
9. Provide justifications for any special classes of customers under the recommended rate structure.
10. Demonstrate that any alternative rate structure is easy to understand and administer and can be accommodated within existing billing system.
11. Demonstrate that any proposed modifications to the rates and fees are in keeping with the City's strategic plan and other policies.

Study Elements

In making rate recommendations, the final report shall explicitly include the following elements and analysis:

1. Current Rate Structure – assess the current rate structure's suitability for sustaining cost recovery based on customer demands.
2. Equity – assess the equity of recommended water and sewer rates for all types of property ownership.
3. Conservation impacts – assess the interaction between the water conservation elements of the recommended rates and their impacts on the ability to fund water and sewer operations, as well as their impact on the economic well-being of the community.
4. Sensitivity analysis – assess the ability of the revenue stream generated by the recommended rate structures to continue to fully fund water and sewer system costs.
5. Other service charges – assess existing customer service fee structure and identify other potential areas for service and system charges and recommend changes.
6. Comprehensive summary of recommended rate structure(s) – assess performance of each recommended rate structure and provide recommendation on preferred rate structure.
7. Supporting data – provide data supporting conclusions and observations made for each of the areas above and site within study.
8. Electronic rate model – provide an easy to use electronic rate model that the City may use in future rate setting.

Services to be Provided by Consultant

1. Conduct a review of the existing water and sewer rates and status of the water and sewer funds. Develop a general familiarity with the City's billing system.
2. Meet with staff as needed and attend meetings when request to present interim status of the study and obtain feedback. City may request attendance to any public meetings with City Council or public.
3. Conduct analyses as required in the scope of work.
4. Preliminary reports:
 - a. Prepare preliminary study report with tentative rates
 - b. Submit 10 copies of each report, plus one reproducible copy.
 - c. Present preliminary report and tentative rates to staff for comments
5. Draft final reports:
 - a. Incorporate changes based on comments received from staff meeting
 - b. Submit 10 copies of each report, plus one reproducible copy.
 - c. Present report to staff for final review.
6. Final reports:
 - a. Incorporate final changes based on staff meeting
 - b. Submit 10 copies of each report, plus one reproducible copy.

- c. Provide an electronic copy with report in MS Word format, with spreadsheets in Excel format.
- d. City may request the final version of report be presented to City Council and/or public.
7. Supply a time schedule for developing the preliminary and final reports
8. Provide an easy-to-use electronic rate model for the City to use in future rate setting.

Services to be Provided by the City

The services to be provided by the City include, but are not necessarily limited to the following:

1. Furnish all reasonably available records and information, including financial reports, budgets, consumption data, meter sizes and types of customers.
2. Provide any information on capital improvement plans
3. Provide staff support and assistance as required
4. Provide any information on future initiatives

Proposal Requirements

Individuals or firms submitting a proposal shall meet all of the terms and conditions specified in the RFP. By its proposal submittal, the firm (or individual) acknowledges agreement with the acceptance of all provisions of the RFP.

The following information is to be submitted as part of the proposal. Other material may be attached as deemed appropriate, to include copies of rate studies performed by the vendor that most clearly fit the scope of work outlined in this RFP. At a minimum the proposal must include the following

1. Approach to the project – describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly.
2. Experience – describe the experience of the firm (individual) and of the individuals assigned with related projects of a similar scope. The team's experience with creating various rate structures. Provide at least three references.
3. Qualification – describe your staff's unique qualifications and training for this type of work.
4. Schedule – describe your plan/schedule for completing the work. A shorter timeline is preferred and will be given added value.
5. Cost – provide a cost to perform study as requested in this RFP. Cost is to include any travel and lodging.
6. Contact – provide a contact individual that the City can contact for any questions or clarifications on any information that has been submitted.
7. Affidavit – complete and submit the affidavit that is enclosed with this RFP.

Tentative Timeline

The timeline that has been developed for this project is listed below. Please note that this is only tentative and is subject to revision.

October 23, 2013	Release date for RFP
October 30, 2013	Due date for any questions to this RFP (see information listed above on how to submit questions and the deadline)
November 1, 2013	City will release responses to any questions submit through an addendum (posted on City's website)
November 7, 2013	Due date for proposal
November 13, 2013	Vendor selected for project
November 15, 2013	Contract drawn up for review
December ????	Preliminary report due to the City

Executive Search: City Administrator Flint, Michigan



Office of the Emergency Manager
City of Flint
9/1/2014

City Administrator Flint, Michigan

The City of Flint, Michigan has opened the position of City Administrator and is now accepting applications. Contained herein is a brief overview of Flint as well as the requirements of the position and application instructions.



Overview

Flint, Michigan is a mid-sized, mid-western city with an economy built on industrial manufacturing, continuing education and medical research. The 2010 Census figures noted a population of just over 102,000 with an average household income of \$30,826. Flint is the regional hub of Genesee County, containing businesses and colleges which employ 33% of county residents and result in a daytime population of over 133,000.

Flint is intersected with three major highways, including US-23 and Interstates 69 and 75. Air service and travel is provided by Bishop International Airport. The city also contains an extensive railway system which includes AmTrak service. Internally, the City consists of 500 miles of road and 1500 miles of underground water and sewer lines. Flint also owns and operates a water treatment plant as well as a wastewater treatment plant. Flint is situated along the river which bears its name and currently supplies its water.

Flint operates under the Strong Mayor form of government and has a legislative body consisting of nine City Council members, each elected by and representing the nine City Wards. Currently, the City operates on a General Fund budget of approximately \$56,000,000 with a total workforce of 522. The City provides the services of police, fire, 911, street maintenance and traffic engineering, building safety and inspections, planning and economic development, customer service, park maintenance and contracted waste collection service. The City also operates and maintains both its water treatment plant and sewage treatment plant out of the Utilities Division of the Department of Public Works which are funded through enterprise funds. This division is also responsible for maintaining the water distribution, sanitary and storm sewer systems.



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City Administrator Flint, Michigan

Challenges

The city, at one time, was one of the largest automotive manufacturing centers in the world. Years of decline in the auto industry led to a shrinking economy as well as population loss. The years following this decline have left Flint facing a decreasing tax base, increasing operational costs and a significantly reduced workforce.



As a consequence of these factors, coupled with decades of ineffective management decisions, Flint has been placed into state level financial receivership twice within the last 12 years. The second episode of receivership began in late 2011 is still in effect at this time. However, significant progress has been made in addressing the financial and institutional deficiencies which have led to the

City's challenges. The City has a two-year, balanced budget, it has addressed a significant portion of its legacy costs and is in the ongoing process of identifying and correcting structural weaknesses within the organization. The City is poised to exit receivership with a much stronger financial position and with a more efficient organizational structure.

The current Emergency Manager convened a 23 member Blue Ribbon Committee on governance to identify areas and mechanisms within the City government which may have led to systemic financial stress. Once identified, this committee was tasked with developing recommendations on how to address these problems, whether through ordinance changes, charter amendments or a charter review commission. Chief among the committee's recommendations was a transition to a Council/Manager form of government, in which the day to day operations of government would be overseen by the City Manager.



In addition, the City of Flint has approved and adopted its first citywide Master Plan in more than 50 years. This document represents the input of over 5000 residents and community members through hundreds of hours of meticulous research and compilation. This document will serve as our city's guiding principles for the next five years. The plan covers land use, future development and economic growth, capital improvement investments, housing and neighborhood stability, transportation and mobility, open space and parks,

infrastructure and community facilities, public safety, education, community health, welfare and arts and cultural assets.



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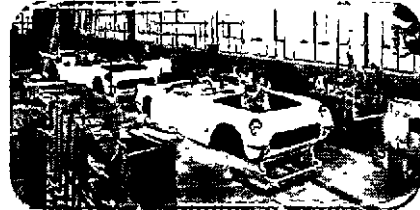
City Administrator Flint, Michigan

Flint: Vehicle City



The City of Flint, Michigan was established in 1855 along the banks of the Flint River. It is known as the Vehicle City. This is a moniker that has its roots in the booming carriage industry of the late 19th century and not the auto industry of the 20th century as many would expect. The name reflects the historical willingness of Flint to reinvent itself as it went from lumber town, to carriage capital to automobile city. That spirit of reinvention is alive today as Flint again adapts to the changing climate of business.

Flint is not only still a significant base for industrial manufacturing, but has also grown into a college town as well as a hub for medical education and pharmaceutical research supported by the city's engineering,



manufacturing and transportation infrastructure. "Eds and Meds" are emerging as the next important step for Flint's ever diversifying economy. Flint contains two of the three hospitals in Genesee County as well as an extension of the Michigan State University School of Medicine. Additionally, there are

three major college campuses in Flint, including Mott Community College, Kettering University (formerly General Motors Institute), and the University of Michigan-Flint.



Drawing people into Flint is an ever growing lineup of activities and year-round events. Our downtown has many attractive restaurants and shops and is host to some of our most popular events. Each summer Flint hosts the Crim Festival of Races, the Back to the Bricks car cruise and festival, the Juneteenth Celebration, The Sloan Auto Fair, Shakespeare in the Park and the Buckham Alley Fest. In the fall we have our very own Zombie Walk for charity, the Bikes on the Bricks festival and in winter we have the Fire and Ice Festival. Furthermore, every second Friday of the month is host to our downtown Artwalk.

Just a few blocks away from downtown is the Flint Cultural Center, a real treasure to the community. Located on its grounds are the Flint Institute of Art, the Flint Institute of Music, the Main Branch of the Flint Public Library, the Longway Planetarium, Bower Theatre, the Sloan Museum and the Buick Automotive Gallery. The Cultural Center also serves as home to the Flint Youth Theatre, Flint School of Performing Arts and the Flint Symphony Orchestra.



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City Administrator Flint, Michigan



The crown jewel of the cultural center is the Whiting. The Whiting is the city's grand venue for hosting the Flint Symphony Orchestra as well as national musical and theatre acts.

Flint is a city of rich diversity and deep history; it is a city that has seen many ups and downs throughout the years and has adapted to change as needed. The city's motto is "Strong and Proud", a motto that reflects the tenacity of its

citizens. The challenges here are not small. However, they represent the potential for significant growth and development for anyone ready and willing to face them and share in our success.



Application Instructions

Interested applicants for the position of City Administrator must meet the minimum criteria listed below. The position will be filled from the pool of qualified candidates through a selection process undertaken by the Emergency Manager, the Mayor, a City Council representative and community representatives. The position will remain open until filled. Interviews will begin November 5, 2014. Applicants should send a cover letter, resume and five professional references by email addressed to Darnell Earley, ICMA-CM, MPA, Emergency Manager, Flint, Michigan at em@cityofflint.com.



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**City Administrator
Flint, Michigan**

GENERAL STATEMENT OF DUTIES:

Performs high level administrative, technical and professional work in directing and supervising the day-to-day management of city government.

SUPERVISION RECEIVED:

Works under the broad policy guidance of Michigan Public Act 436 of 2012, including but not limited to, the Receivership Transition Advisory Board (RTAB); meets, confers and reports to the Mayor.

SUPERVISION EXERCISED:

Exercises appointment and supervision authority over all municipal employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Serves as the chief administrative officer in implementation of executive policy, strategic planning, Master Plan activities and directs the management of day-to-day administrative activities and appointed staff officials.
- Assembles financial and management information; meets and confers with City department heads to gather and assemble pertinent data and information and recommendations for the Mayor and City Council's consideration in making executive determinations and policy.
- Translates executive decisions and policies of the RTAB and Mayor into administrative procedures for the cost effective and efficient operation of the City.
- Implements legislative action of the City Council as approved by the RTAB.
- Monitors and manages the administrative inter-activity of City departments so the delivery of public services represents an efficient, effective and coordinated effort.
- Interacts with other governmental agencies as requested by the RTAB, Mayor or City Council.
- Prepares and reviews correspondence, reports, speeches, resolutions, and other material for public relations purposes. Answers citizen and official inquiries regarding City policy matters.
- Directs the preparation of the agenda for City Council meetings. Attends RTAB, City Council, and Council Committee meetings advising members, and makes recommendations to committees consistent with policy objectives, strategic planning and administrative activities.
- Attend public meetings and events; gives presentations and information to the public regarding matters of City business.



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City Administrator Flint, Michigan

MINIMUM REQUIREMENTS:

- Graduation from an accredited four-year college or university with a degree in public administration, political science, business management or a closely related field; Master's degree in public administration preferred, ICMA-CM Credentialed Manager desired.
- Seven (7) years of increasingly responsible experience as a city manager, or municipal administrator.
- Five (5) years experience supervising a professional staff at the department head level.
- Considerable knowledge of modern policies and practices of public administration.
- Working knowledge of municipal finance, human resources, public works, public safety, and community and economic development.
- Skill in preparing and administering municipal budgets and planning, directing and administering municipal programs.
- Demonstrated ability to facilitate organization development, delivery systems and evaluation in a complex municipal environment.
- Ability to prepare and analyze comprehensive reports.
- Ability to carry out assigned projects through to completion.
- Ability to communicate effectively verbally and in writing.
- Ability to make presentations to the public and elected officials regarding complex concepts.
- Ability to establish and maintain effective working relationships with employees, City officials and the public; ability to efficiently and effectively administer a municipal government.

COMPENSATION AND BENEFITS

- Salary dependent upon qualifications.
- Excellent benefit package.
- Employment contract as part of appointment offer.



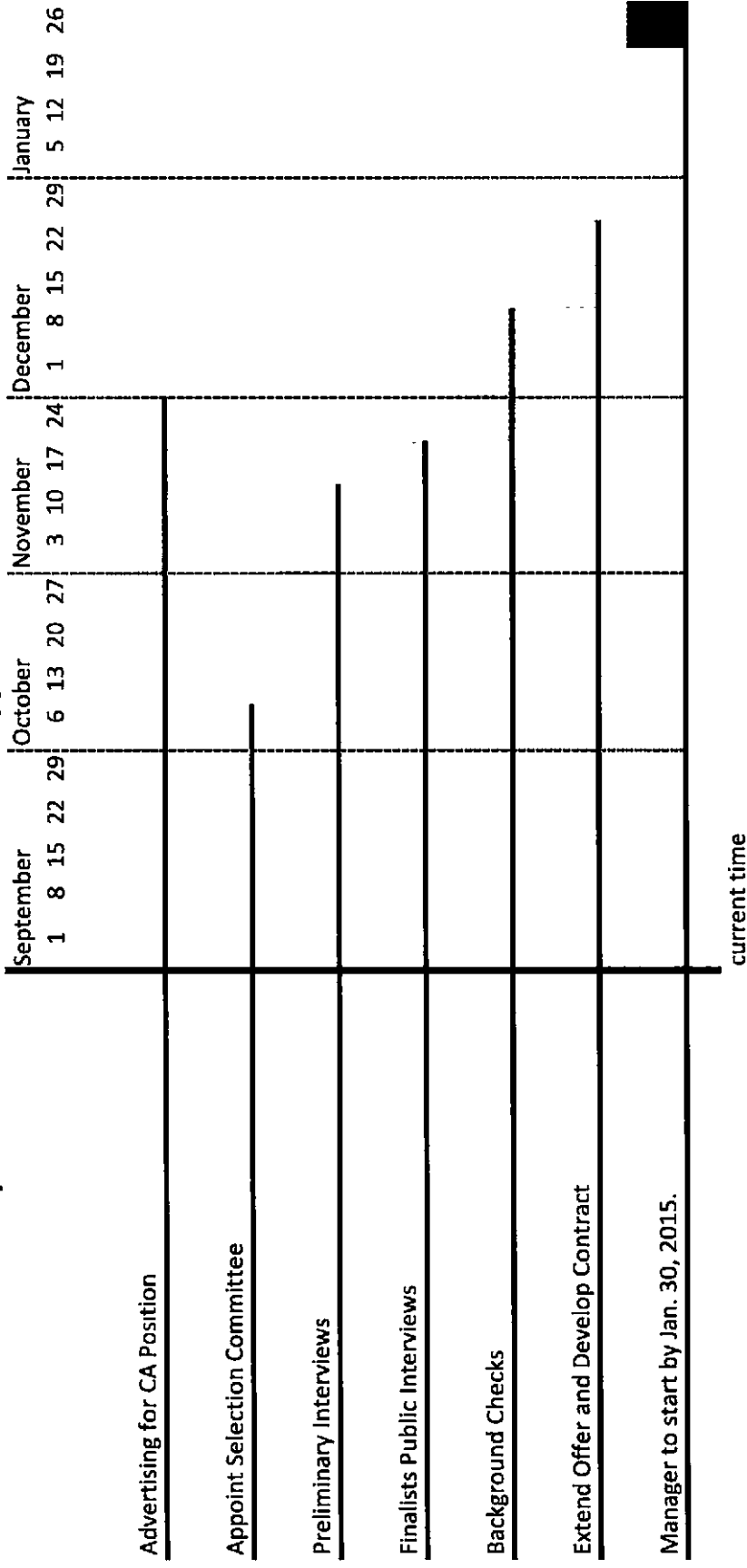
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**City Administrator
Flint, Michigan**



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City Administrator Recruitment and Appoointment Timeline



Revision: 8/28/14

Demolition Update for Flint, Michigan – November 2014

Flint's current administrative capacity and its data-driven blight elimination strategy leave it opportunistically poised for continuing to successfully removing blight through demolition.

The City of Flint and the Genesee County Land Bank (GCLBA) have led demolition in Flint over the last ten years through a strong partnership. Together, the two demolished more than 4,000 blighted structures in Flint through the year 2013. Over the last eighteen months this capacity for administering demolition has greatly increased. The GCLBA is successfully administering \$26.41 million of funding for demolition in Flint, which will remove more than 2,000 blighted structures in record time.

In 2014 the City of Flint released *Beyond Blight: City of Flint Comprehensive Blight Elimination Framework*. This data-driven Framework quantifies the scale of blight in Flint today, identifies roles and responsibilities for a collaborative approach, and provides priorities and strategies for eliminating blight in Flint in alignment with the City's new Master Plan. The Framework includes a five-year demolition strategy. The Framework and its demolition strategy have been touted as models for approaching and prioritizing blight elimination broadly, and demolition specifically.

Figure 1: Place-Based Demolition in Flint, Michigan

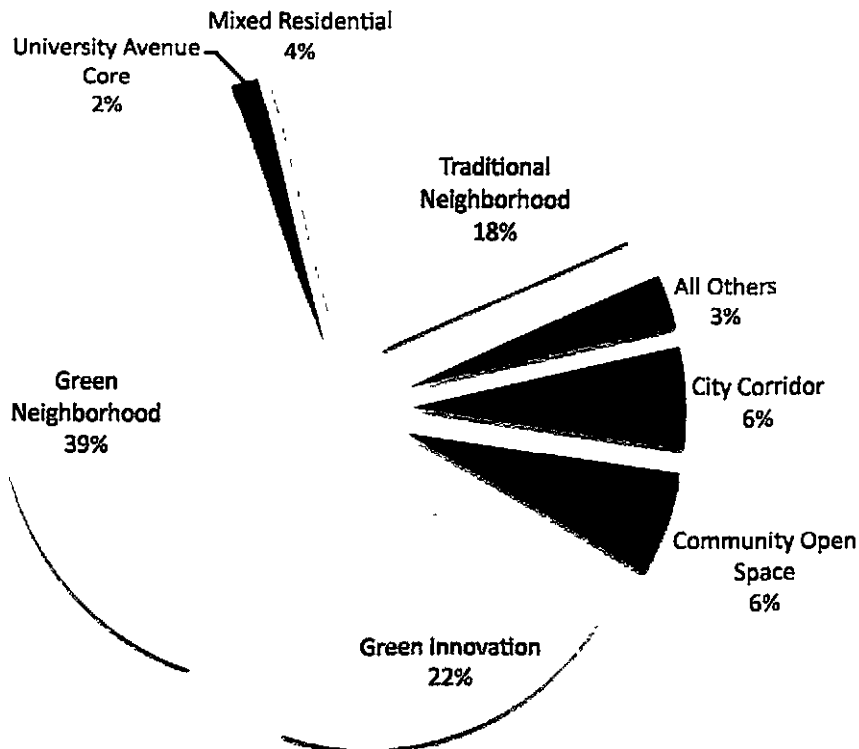
Place Type	Structures in Need of Demolition			Cost of Needed Demolition		
	Residential	Commercial	Total	Residential	Commercial	Total
TIER 1						
Neighborhood Center	16	14	30	\$160,000	\$700,000	\$860,000
Traditional Neighborhood	690	124	814	\$6,900,000	\$6,200,000	\$13,100,000
Green Neighborhood	2049	156	2205	\$20,490,000	\$7,800,000	\$28,290,000
Mixed Residential	201	16	217	\$2,010,000	\$800,000	\$2,810,000
University Avenue Core	67	9	76	\$670,000	\$450,000	\$1,120,000
City Corridor	228	38	266	\$2,280,000	\$1,900,000	\$4,180,000
TIER 2						
Green Innovation	1381	35	1416	\$13,810,000	\$1,750,000	\$15,560,000
Community O&S	357	18	375	\$3,570,000	\$900,000	\$4,470,000
TIER 3						
Downtown	6	9	15	\$60,000	\$450,000	\$510,000
Commerce & E	33	13	46	\$330,000	\$650,000	\$980,000
Production	0	0	0	\$0	\$0	\$0
TOTAL	5028	432	5460	\$50,280,000	\$21,600,000	\$71,880,000

Demolition in Hardest Hit Fund Areas

- Demolition in the Hardest Hit Fund areas aligns with the top priorities of Flint's Blight Elimination Framework. These areas comprise a subset of the Tier 1 areas in the table above. More specifically, Hardest Hit Fund areas include Neighborhood Centers, the vast majority of Traditional Neighborhoods, Green Neighborhoods with greater occupancy, the majority of Mixed Residential areas, the University Avenue Core, and the majority of City Corridors.
- Given the recent large investment in the Hardest Hit Fund areas, remaining blighted structures in these areas are the first priority for demolition.
 - \$30,720,000 needed to remove all blighted structures in Hardest Hit Fund areas.
 - \$8,860,000 needed to demolish 662 (606 residential and 56 commercial) remaining blighted Land Bank structures in the Hardest Hit Fund areas, including structures the Land Bank will receive on January 1, 2015.
 - \$21,850,000 needed to demolish 1,653 (1,520 residential and 133 commercial) remaining blighted structures, privately owned, in the Hardest Hit Fund areas.

DEMOLITION

Five-Year Demolition Needed by Place Type



4,000
residential structures
demolished in the last
10 years

1,600
residential structures
already funded and
scheduled for
demolition by spring
2015

17
commercial structures
already funded and
scheduled for
demolition by spring
2015

\$10,000 on
average to
demolish a
residential
structure

\$50,000 on
average to
demolish a
residential
structure

5,028
residential
structures in need
of demolition in
the next five years

\$71.88
million
to demolish all
blighted
structures over
the next five
years

432
commercial
structures in need
of demolition in
the next five years

1 out of every 8
residential
structures in
Flint is in need
of demolition in
the next five
years

\$69.38
gap in funding for
demolition

1 out of every 6
commercial
structures in
Flint is in need
of demolition in
the next five
years

DEMOLITION

Demolition of blighted and dangerous properties within Flint neighborhoods was identified as a top priority during Master Plan community engagement input sessions. In 2013 the Genesee County Land Bank Authority received two grants totaling roughly \$23.8 million to demolish blighted residential and commercial structures, the vast majority of which are located in Flint. Accordingly, roughly 1,600 blighted structures will be demolished between the fall of 2013 and the spring of 2015, according to the guidelines and requirements of the two funding sources. Because the demolition of these properties is funded and under way they are not included in the calculation of needed demolition and are considered demolished moving forward in this framework. There are still approximately 5,028 houses and 432 commercial buildings that will need to be demolished over the next five years at a cost of roughly \$71.88 million. Additional expected funding for demolition over the next five years totals only \$2.5 million (\$500,000 of City of Flint CDBG funding annually), leaving a \$69.38 million gap for demolition. Thus, pursuing funding for demolition is a top priority for the next five years. Demolition accounts for 66% of the total cost of removing blight over the next five years. Furthermore, although government agencies will typically take the lead on demolition, partnerships between government and institutions should be created and solidified for a complementary demolition approach.

COLLABORATION BETWEEN PARTNERS

Partner Roles

Residents

Residents should support demolition by reporting both properties in need of demolition and improperly completed demolition projects to local government.

Local Government

Because the vast majority of demolition in Flint is needed for blight removal and not redevelopment, government will lead demolition throughout the city.

Institutions

Institutions such as non-profit organizations, churches, and places of learning and higher education and should support demolition by purchasing and demolishing nearby blighted properties in coordination with government agencies.

Community Groups

Residents should support demolition by reporting both properties in need of demolition and improperly completed demolition projects to local government. Community groups should also share information about demolition efforts with other community members.

Businesses and Developers

Like institutions, businesses and developers can support demolition by purchasing and demolishing nearby blighted properties. While businesses and developers will lead demolition for redevelopment purposes, government will likely support demolition for redevelopment given property values and market conditions in Flint.

DEMOLITION

This chart directs citywide demolition for neighborhood stabilization in Flint by outlining priorities according to place type and depicting the connections between place types, methods, and partners. Place types are organized into three prioritized tiers and are listed in descending order on the left side. Yellow boxes provide descriptions of demolition methods for each tier and its place types. Blue boxes identify responsible partners for each tier and its place types.

Priority Chart for Neighborhood Stabilization

Tier 1: Neighborhood Demolition

Neighborhood Center
Traditional Neighborhood
Green Neighborhood
Mixed Residential
University Avenue Corridor
City Corridor



Demolition of blighted residential and commercial structures in and around Flint neighborhoods. Demolition eligibility depends on property condition, value, and place type location. Generally, properties in poor or structurally deficient condition are considered for demolition.

Local Government with Institutional support

Tier 2: Demolition for Green Reuse

Community Open Space
Green Innovation



Demolition of vacant residential and commercial structures for green re-use.

Local Government

Tier 3: Demolition for Redevelopment

Downtown District
Commerce & Employment Center
Production Center



Demolition of residential and commercial structures for redevelopment and re-use according to place type.

Businesses and Developers with Institutional and Local Government support

DEMOLITION

ACTION STEPS AND POTENTIAL STRATEGIES

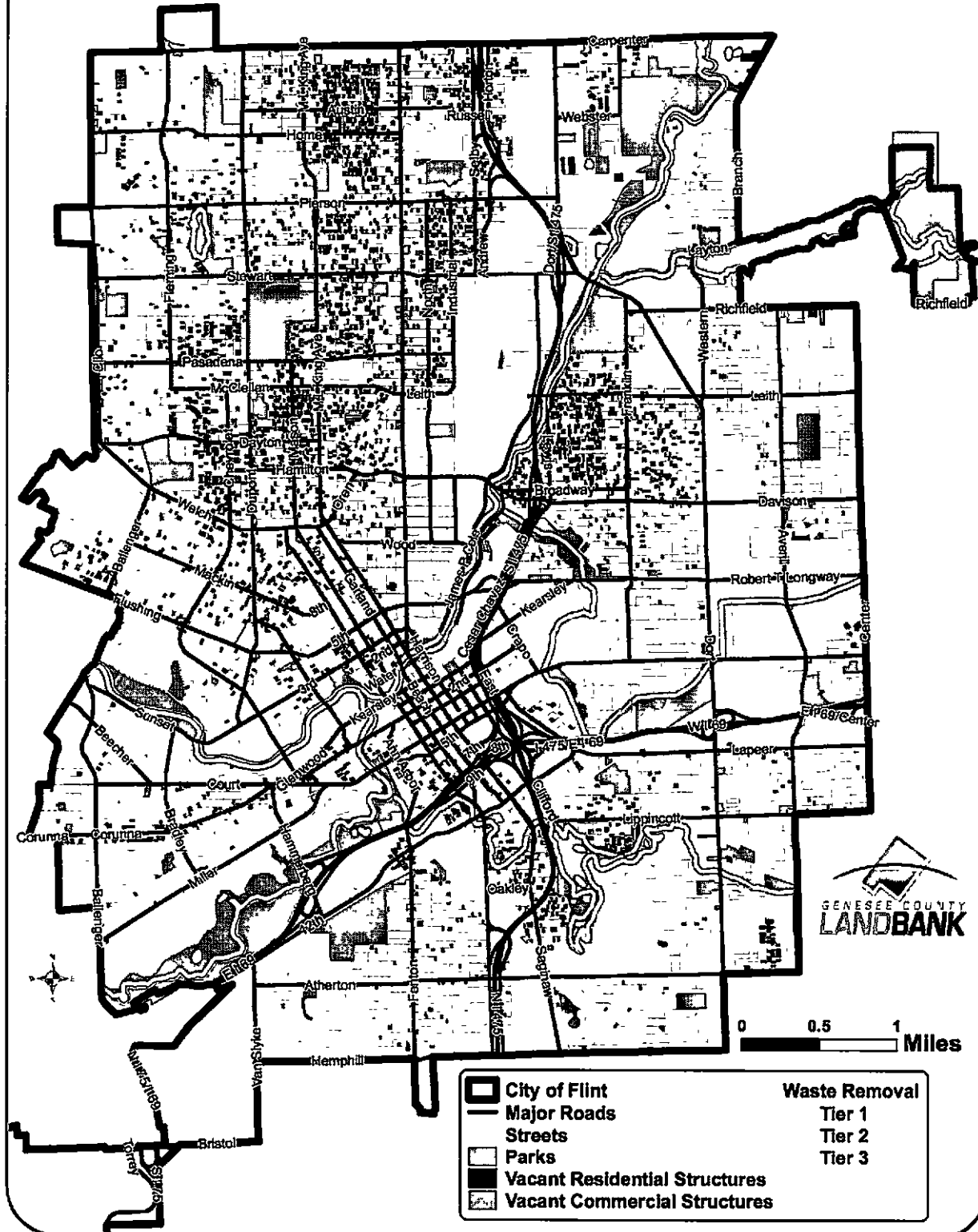
- Actively pursue funding for demolition to fill the gap between funding needed to demolish blighted structures over the next five years and funding currently available.
- Develop demolition plans in line with the priority chart and place type descriptions provided in this framework.
- Prioritize demolition within place types according to block-level occupancy. Prioritize demolishing blighted structures on blocks with higher occupancy. See vacancy by block maps for Traditional Neighborhoods on page 62 and Green Neighborhoods on page 66.
- Review and revise demolition infill specifications to reduce future maintenance and infrastructure costs.
- Refrain from boarding vacant properties planned and funded for demolition. Board vacant properties identified for demolition but not funded.
- Ensure collaboration between local government and University Avenue Core institutions. The demolition recently completed by the institutions in the University Ave Core is a leading example of a cross-sector demolition partnership. 93 properties are in need of demolition in this place type: 91 residential and 2 commercial structures costing approximately \$1,010,000 total. Plans should be developed with University Avenue Core institutions to complete this demolition over the next five years.
- Direct any deconstruction projects to Green Innovation sites to precede Green Innovation pilot projects.
- Incorporate demolition into an online Problem Property portal (see page X for more details). Consider creating an online demolition-tracking tool.
- Consider establishing a matching fund for demolition whereby private parties (residents, businesses, community organizations, institutions, etc.) can contribute money towards demolition in a particular place type that will be matched by one or more local foundations. Consider a specific request to homeowners in Traditional Neighborhoods. If each homeowner in Traditional Neighborhoods contributed \$300 to a matching fund, all residential structures in need of demolition could be demolished in Traditional Neighborhoods.

FIVE-YEAR BENCH MARKS FOR BLIGHT ELIMINATION

Years 1 and 2	Years 3 and 4	Year 5
• 1,400 blighted residential structures demolished, 25% of the total needed • 98 blighted commercial structures demolished, 25% of the total needed	• 2,800 additional blighted residential structures demolished, completing 75% of the total needed • 196 additional blighted commercial structures demolished, completing 75% of the total needed	• 1,445 additional blighted residential structures demolished, completing 100% of the total needed • 96 additional blighted commercial structures demolished, completing 100% of the total needed

DEMOLITION

Demolition Needed by Place Type



Widigan, Robert (TREASURY)

From: Cline, Richard (Treasury)
Sent: Thursday, August 28, 2014 10:09 AM
To: Dempkowski, Angela (Treasury)
Cc: Widigan, Robert (TREASURY)
Subject: FW: One Resolution #EME4592014
Attachments: EME4592014.PDF; City of Flint EM Spending Resolution Memo to State Treasurer.08-27-14.docx

Importance: High

Angela,

Attached is a recommendation for State Treasurer approval for a spending resolution from the City of Flint.

If there are any questions, please let me know.

Eric Cline | Unit Operations Specialist - Office of Fiscal Responsibility
State of Michigan | Michigan Department of Treasury
430 W. Allegan Street, 3rd Floor | Lansing, MI 48922
(517) 335-2078 | cliner1@michigan.gov | Traverse City Extension (231) 922-5228

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From: Dempkowski, Angela (Treasury)
Sent: Wednesday, August 20, 2014 3:38 PM
To: Cline, Richard (Treasury); Widigan, Robert (TREASURY)
Subject: FW: One Resolution #EME4592014

Angela Dempkowski
Senior Executive Management Assistant
Michigan Department of Treasury
dempkowskia@michigan.gov
(517) 373-4415

From: Maxine Murray [<mailto:mmurray@cityofflint.com>]
Sent: Wednesday, August 20, 2014 3:29 PM
To: Dempkowski, Angela (Treasury)
Subject: One Resolution #EME4592014

Good afternoon Angela,

We are submitting the following resolution for State approval because it is a sole source provider:

EME4592014 -- Resolution to IDEXX for Water Testing Supplies

Thanks Angela and I look forward to hearing from you soon.

--

Maxine Murray
Executive Assistant to
Mayor Dayne Walling
Darnell Earley, Emergency Manager
1101 S. Saginaw Street
Flint, MI 48502
810.237.2035 Telephone
810.766.7218 Fax



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

R. KEVIN CLINTON
STATE TREASURER

DATE: August 28, 2014
TO: Kevin Clinton, State Treasurer
FROM: Wayne Workman, Deputy State Treasurer
SUBJECT: City of Flint Sole Source Contract Approval

On August 20, 2014, the City of Flint requested approval to purchase \$70,000 of water testing supplies from Idexx Distribution. Public Act 436 of 2012 requires that any no bid contract with a value exceeding \$50,000 must receive approval of the State Treasurer.

Justification by the City

Follow-up from the City indicates that their Water Plant Laboratory has only been certified by the MDEQ to use Colilert and Simplate media test to perform coliform, E. Coli, and heterotrophic bacteria tests in the City's water supply. These media tests are only manufactured by Idexx Distribution.

Recommended Action

Approval of this EM Resolution is being requested. No adverse impacts resulting from this purchase have been identified.

Attached for review is a copy of the Emergency Manager Resolution that authorizes this purchase.

If additional information is desired, please let me know.

State Treasurer Approval:

I, R. Kevin Clinton, State Treasurer for the State of Michigan, pursuant to the authority assigned by the Governor of the State of Michigan at the time of appointment of the Receivership Transition Advisory Board, do hereby:

_____ Approve Submitted Recommendation

_____ Deny Submitted Recommendation

R. Kevin Clinton, State Treasurer
Michigan Department of Treasury

Date

14-5258

(Purchasing No 15000036)

EM SUBMISSION NO.: EME4592014

PRESENTED: 8-20-14

ADOPTED: _____

BY THE EMERGENCY MANAGER:

RESOLUTION TO IDEXX FOR WATER TESTING SUPPLIES

BY THE EMERGENCY MANAGER

RESOLUTION

The Water Plant is requesting to purchase water testing supplies in order to test for coliform, E. Coli, and heterotrophic bacteria in the City's water supply; and

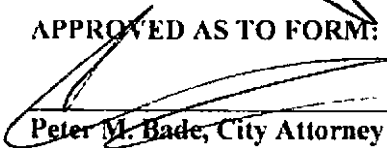
Idexx Distribution, One Idexx Dr., Westbrook, Maine is the sole vendor that can provide said supplies as required. The funding for this purchase will come from the following account number: 591-545.200-726.000; and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon the Emergency Manager's approval, is hereby authorized to issue a purchase order to Idexx for water testing supplies in an amount not to exceed \$70,000.00. (Water Fund)

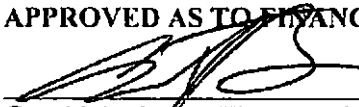
APPROVED-PURCHASING DEPT:


Derrick Jones, Purchasing Manager

APPROVED AS TO FORM:


Peter M. Bade, City Attorney

APPROVED AS TO FINANCE:


Gerald Ambrose, Finance Director


Michael K. Brown, City Administrator

MEMORANDUM DISPOSITION:

ENACT _____ REFER TO COUNCIL _____ FAIL _____

Darnell Earley, Emergency Manager

DATED: _____

FY15 DFJ

RESOLUTION STAFF REVIEW

DATE:

July 15, 2014

Agenda Item Title:

IDEXX

Prepared By:

Brent Wright, Supervisor

Background/Summary of Proposed Action:

The Flint Water Plant Laboratory is a state certified bacteriological lab. The Michigan Department of Environmental Quality (MDEQ) requires the City to perform a minimum of 100 bacteria samples on the water distribution system, along with an additional 14 samples within the Water Treatment Plant, because it is fully operational. The Lab has only been certified in using Colilert and Simplate media test for performing these samples by the State. Both of these media tests are only supplied by IDEXX. To become certified in using a different media test, the City staff would need to conduct side by side proficiency tests and become certified by the State, which can be very time consuming and costly. The City is requesting approval to procure these test media from the sole source provider of IDEXX.

Financial Implications. Please approve the purchase order for IDEXX. The funds are available in the FY14 amended budget in an amount not to exceed \$70,000.00

Budgeted Expenditure? Yes ☒ No ☐ Please explain if no: N/A

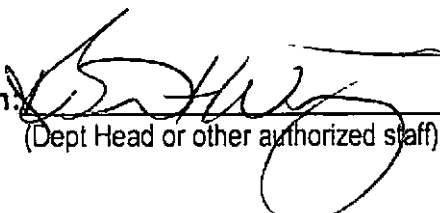
Account No.: 591-545.200-726.000

Pre-encumbered? Yes ☒ No ☐ Requisition # 140000602

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

Staff Recommendation: Recommend Approval

Staff Person:



(Dept Head or other authorized staff)