

**City of Flint**  
**Receivership Transition Advisory Board Agenda**  
**Special Meeting**  
**Wednesday – December 20, 2017**  
**2:00 PM**

Richard H. Austin Building  
Treasurer Board Room – 1<sup>st</sup> Floor  
430 W. Allegan St.  
Lansing, Michigan 48922

**I. CALL TO ORDER**

- A. Roll Call
- B. Approval of Agenda
- C. Approval of RTAB Meeting Minutes
  - 1. November 17, 2017 (attachment #1)
  - 2. November 29, 2017 (attachment #2)

**II. UNFINISHED BUSINESS**

None.

**III. NEW BUSINESS**

- A. Mayor and Council President
- B. Approval of Resolutions & Ordinances for City Council Meetings
  - 1. Special City Council meeting of November 17, 2017 (attachment #3 and #3a)
  - 2. Special City Council meeting of November 20, 2017 (attachment #4)
  - 3. Regular City Council meeting of November 21, 2017 (attachment #5)
  - 4. Resolutions from Regular City Council meeting of November 27, 2017 (Resolutions #565, #566, #568, #569, #570, #571, #572,) (attachment #6)
    - a. Resolution #573 (Collective Bargaining Agreement/City of Flint/Flint Police Officers' Association - FPOA) (attachment #6a)
  - 5. Resolution #598 (Agree to the First Addendum to the License to Transmit Water) (attachment #7 and #7a)
- C. City Administrator Items
  - 1. Budget-to-Actual – October 2017 (attachment #8)
- D. 2018 RTAB Meeting Schedule (attachment #9)

**IV. PUBLIC COMMENT**

**V. ADJOURNMENT**

1 CITY OF FLINT  
2 RECEIVERSHIP TRANSITION ADVISORY BOARD MEETING  
3 FRIDAY, NOVEMBER 17, 2017  
4 2:00 P.M.

5  
6 Special Meeting before the RTAB Board at  
7 Richard H. Austin Building, State Treasurer Board Room,  
8 1st Floor, 430 W. Allegan Street, Lansing, Michigan, on  
9 Friday, November 17, 2017.

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11 BOARD MEMBERS PRESENT:

12 Frederick Headen - The Chairperson  
13 Joel Ferguson  
14 Paul Newman (by phone)

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17 OTHERS PRESENT:

18 R. Eric Cline

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20 REPORTED BY: Mona Storm, CSR# 4460

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1 Flint, Michigan

2 Friday, November 17, 2016

3 2:15 p.m.

4 THE CHAIRPERSON: Let the record reflect  
5 that we do have a quorum consisting of Mr. Ferguson  
6 and myself here and Mr. Newman by conference call.  
7 We may be expecting Mr. Tarver shortly. If not,  
8 I'll ask, without objection, that he receive an  
9 excused absence from this afternoon's meeting.

10 Next item is the approval of the agenda.  
11 I don't believe there are any additions to the  
12 agenda. So, without objection, I will consider the  
13 agenda to be approved.

14 Next item is Item C, which is the approval  
15 of RTAB meeting minutes. We have four sets of  
16 minutes; one from our regular meeting of  
17 October 11th and three special meetings from  
18 October 20th, 24th and 31st. All of those were sent  
19 out as attachments previously.

20 Are there any corrections or additions to  
21 any of those four sets of minutes?

22 And, if not, is there a motion that the --

23 MR. FERGUSON: So move.

24 THE CHAIRPERSON: -- minutes be approved?

25 MR. FERGUSON: So move.

1 MR. NEWMAN: Support.

2 THE CHAIRPERSON: Motion's made and  
3 supported. Any discussion?

4 Hearing none, those in favor of the  
5 motion, please say "aye".

6 BOARD MEMBERS: Aye.

7 THE CHAIRPERSON: Opposed?

8 Motion is adopted.

9 Next item is Unfinished Business.

10 Mr. Cline, have we ever received the  
11 additional signatures --

12 MR. CLINE: No, sir.

13 THE CHAIRPERSON: -- for the additional  
14 resolution --

15 THE WITNESS: No, sir.

16 THE CHAIRPERSON: 264.1 and 327.

17 MR. CLINE: No.

18 THE CHAIRPERSON: So we will leave these,  
19 then, in their status as unfinished business and  
20 move on, then, to New Business.

21 We'll go to Item B, the approval of  
22 resolutions and ordinance from City Council  
23 meetings. We'll begin with the resolutions, four  
24 of them, from the regular City Council meeting of  
25 October 9th.

1 Mr. Cline?

2 MR. CLINE: All right. Resolution 506, 507  
3 and 532 are legal settlements to address some  
4 outstanding legal matters and to settle those. And  
5 Resolution 531 is -- was the establishment of a  
6 public hearing date, which was actually held on  
7 October the 23rd. So that's already passed.

8 And, if you specifically wanted  
9 information on the three legal settlements, I would  
10 have to look those up very briefly.

11 THE CHAIRPERSON: Let's see if there is any  
12 discussion. But, initially, is there a motion that  
13 Resolutions 506, -07, 531 and 532 from the regular  
14 meeting of October 9th be approved?

15 MR. FERGUSON: So move.

16 MR. NEWMAN: Move approval.

17 MR. FERGUSON: Support.

18 THE CHAIRPERSON: Motion made and seconded.

19 Any discussion?

20 If there is no discussion, you need not  
21 refer to the details.

22 MR. CLINE: All right. Thank you.

23 THE CHAIRPERSON: Those in favor of the  
24 motion, please say "aye".

25 BOARD MEMBERS: Aye.

1 THE CHAIRPERSON: Opposed?

2 Motion is adopted.

3 That brings us to the special City Council  
4 meeting of October 20th.

5 MR. CLINE: I believe they took no action  
6 at this meeting. Yes, there's no action taken at  
7 this meeting.

8 THE CHAIRPERSON: So we listed that simply  
9 to acknowledge the fact that there was a meeting --

10 MR. CLINE: Correct.

11 THE CHAIRPERSON: -- on that date?

12 That, then, takes us to resolutions from  
13 the regular City Council meeting of October 23rd.

14 Mr. Cline?

15 MR. CLINE: All right. Resolution 513.1  
16 was the approval of an obsolete property exemption  
17 certificate.

18 Resolution 516.1 was the approval of a  
19 plant rehabilitation district.

20 Resolution 531.1 was the approval of an  
21 industrial facilities exemption certificate.

22 Resolution 535 was the hiring of Wade Trim  
23 for design services for the federal tiger grant  
24 project, which is a street reconstruction and water  
25 main replacement project. I know the City is

1 wanting to move forward on that one very rapidly.

2 Resolution 536 is an extension of their  
3 laboratory services contract with F&V Operations for  
4 water testing. And that will reinstate a contract,  
5 which I believe is already expired.

6 Resolution 540 is the extension of excess  
7 liability insurance coverage. Resolution 540 -- I'm  
8 sorry I just said that one.

9 Resolutions 541 is the acquisition of an  
10 excess liability insurance coverage policy which  
11 would extent through November of 2018.

12 Resolution 542 is the acquisition of  
13 property insurance coverage, again through  
14 November 1st, 2018.

15 Resolution 543 is the transfer of \$32,624  
16 from fund balance to wages for the reclassification  
17 of the Neighborhood Enforcement Officer within the  
18 Planning Department.

19 THE CHAIRPERSON: Is there a motion that  
20 the resolutions from October 23rd City Council  
21 meeting be approved?

22 MR. FERGUSON: So move.

23 THE CHAIRPERSON: Is there support?

24 MR. NEWMAN: Support.

25 THE CHAIRPERSON: Motion is made and



1 supported. Any discussion?

2 Hearing none, those in favor of the  
3 motion, please say "aye".

4 BOARD MEMBERS: Aye.

5 THE CHAIRPERSON: Opposed?

6 Motion is adopted.

7 Next item are resolutions from the special  
8 City Council meeting of October 27th. And I  
9 believe -- was there anything other than Resolution  
10 546?

11 MR. CLINE: No, there was not.

12 THE CHAIRPERSON: And that resolution  
13 extended, through the month of November, the  
14 temporary water contract with the Great Lakes Water  
15 Authority. The RTAB approved that resolution on  
16 October 31st.

17 That brings us to resolution from the  
18 regular City Council meeting of November 13th.  
19 There were two resolutions, 521 and 544.

20 MR. CLINE: Yes. Resolution 521 is the  
21 appointment of Hughey Newsome as Interim Chief  
22 Financial Officer. I believe you have the  
23 information in your packet regarding his background.

24 And Resolution 544 is the appointment of  
25 Robert Bincsik, I believe is the pronunciation, as

1 Director of Department of Public Works, which is a  
2 position that's been vacant, I believe, for over a  
3 year.

4 THE CHAIRPERSON: Is there a motion that  
5 Resolution --

6 MR. FERGUSON: So move.

7 THE CHAIRPERSON: -- 521 and 544 be  
8 approved?

9 Motion's been made. Is there support?

10 MR. NEWMAN: Support.

11 THE CHAIRPERSON: Any discussion?

12 Hearing none, those in favor of the  
13 motion, please say "aye".

14 BOARD MEMBERS: Aye.

15 THE CHAIRPERSON: Opposed?

16 Motion is adopted.

17 We had listed here under 6 and 7 possible  
18 resolutions from either November 15th or 16th.

19 Those concern the possibility of a long-term water  
20 contract. The City Council has not yet reached an  
21 agreement. I believe they're still meeting, as we  
22 speak. But they met Tuesday, Wednesday, Thursday  
23 and are meeting now. So there are no items for us  
24 to address with regards to that particular issue.

25 Next item would be under

1 City Administrator Items, the Budget-to-Actual  
2 report for the month of September 2017. If there  
3 are no questions regarding that Budget-to-Actual  
4 report, I'm going to consider that report to have  
5 been received.

6 That brings us to public comment. I think  
7 it's safe to assume no one has signed up for public  
8 comment.

9 MR. CLINE: Correct.

10 THE CHAIRPERSON: Which takes us to  
11 Item 5. Is there a motion that we adjourn?

12 MR. FERGUSON: So move.

13 MR. NEWMAN: Support.

14 THE CHAIRPERSON: Motion's been made and  
15 seconded. Without objection, we stand adjourned.

16 (Meeting was concluded at 2:24 p.m.)

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C E R T I F I C A T E

I, Mona Storm, do hereby certify that I have recorded stenographically the proceedings had and testimony taken in the meeting at the time and place hereinbefore set forth. I do further certify that the foregoing transcript, consisting of (11) pages, is a true and correct transcript of my said stenographic notes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mona Storm  
CSR-4460

**City of Flint**  
**Receivership Transition Advisory Board Special Meeting**  
**November 29, 2017**

**Meeting Minutes**

Richard H. Austin Building  
State Treasurer Board Room – 1st Floor  
430 W. Allegan St.  
Lansing, Michigan 48922

**Members Present:** Fredrick Headen, Joel Ferguson, Paul Newman (via phone), and David Tarver (via phone)

**Others Present:** Eric Cline (Department of Treasury), Steve Branch (Interim City Administrator), Hughey Newsome (Interim Chief Financial Officer), Angela Wheeler (Chief Legal Officer), Larry Steckelberg (Department of Treasury), Randy Byrne (Department of Treasury)

**Call To Order** – The meeting was called to order at 2:11 p.m. by Mr. Headen.

**Roll Call** – Mr. Headen noted that a quorum was present. Mr. Headen also noted that Mr. Tarver may join the meeting via phone.

**Approval of Agenda** – Citing no additional changes, Mr. Headen declared the agenda was approved as presented.

**Unfinished Business** – No Unfinished Business was addressed.

**David Tarver joined the meeting via phone at 2:12 p.m.**

**New Business** – Consideration was given to Resolution #354.3, Master Agreement Between the City of Flint, Department of Environmental Quality of the State of Michigan, the Genesee County Drain Commissioner, the Great Lakes Water Authority and the Karegnondi Water Authority.

Mr. Headen introduced the resolution and asked city officials if they wished to provide a few comments on the agreement. Ms. Wheeler stated that the City had worked collaboratively with all entities to develop the agreement, which was adopted by the City Council on November 21, 2017. Ms. Wheeler highlighted some of the key provisions for the members of the RTAB.

Mr. Newsome stated that ratification of the agreement by the RTAB will allow the short-term contract with GLWA to end. Mr. Newsome also stated that this agreement will permit the City to take advantage of bond credits, with the overall intent of keeping the Water Fund solvent and stable.

Mr. Tarver asked for clarification of the key points of this agreement. Ms. Wheeler reviewed a number of these points, specifically noting that the agreement will be more cost effective for the

City and complies with EPA requirements regarding clean water. Mr. Newsome added that the City will save approximately \$7M on bond credits.

Mr. Tarver also asked if the City of Flint will be the only Genesee County community receiving water from GLWA. Mr. Tarver further asked if the Karegnondi Water Authority (KWA) will be the back-up for the Flint water system. Mr. Steckelberg addressed the RTAB and explained how the City will acquire a back-up water supply in the event of a disruption in water flow from GLWA. Mr. Steckelberg also noted that the savings the City will see under this agreement can be applied to upgrades to the distribution system as opposed to upgrading the Water Treatment Plant to process raw water from KWA.

Upon no further comments or questions, Mr. Headen requested a motion on Resolution #354.3.

**Motion by Ferguson to approve Resolution #354.3. Second by Neuman. Motion passed by voice vote.**

**Other Business as Necessary** – No additional business was addressed.

**Public Comment** – No public comment was received.

**Adjournment** – Mr. Headen adjourned the meeting at 2:23 p.m.

Respectfully Submitted:

R. Eric Cline, Manager  
RTAB Staff Liaison  
MI Department of Treasury

# City of Flint, Michigan

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



## Meeting Minutes 2 - Final

Friday, November 17, 2017

10:20 AM

RTAB SUMMARY

Council Chambers

## SPECIAL CITY COUNCIL

*Herbert J. Winfrey, President, Ward 6  
Monica Galloway, Vice President, Ward 7*

*Eric Mays, Ward 1*

*Santino Guerra, Ward 3*

*Jerri Winfrey-Carter, Ward 5*

*Maurice Davis, Ward 2*

*Kate Fields, Ward 4*

*Allan Griggs, Ward 8*

*Eva Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*This Special City Council meeting was called for the purposed of an Executive (Closed) Session to discuss issues related to the lawsuit in the case of Michigan Department of Environmental Quality v. City of Flint and Flint City Council.*

## **ROLL CALL**

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

## **EXECUTIVE (CLOSED) SESSION**

*Executive (Closed) Session to discuss issues related to the lawsuit in the case of Michigan Department of Environmental Quality v. City of Flint and Flint City Council.*

*Councilperson Mays, seconded by Councilperson Guerra, made a motion to go into Executive Session. The motion passed by a vote of 9:0.*

## **RETURN TO ORDER**

*The meeting was returned to order at 6:40 p.m.*

*Councilperson Mays, seconded by Councilperson Guerra, made a motion to go out of Executive Session. The motion passed by a vote of 6:2 (Mays, Davis) (Absent: Winfrey)*

## **RESOLUTIONS**

*None*

## **ADJOURNMENT**

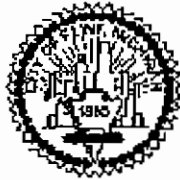
*Councilperson Mays, seconded by Councilperson Guerra, made a motion to adjourn the 11/17/2017 10:00 a.m. special City Council meeting to call the 11/17/2017 10:30 a.m. special City Council meeting to order. The motion passed by a vote of 8:0 (Absent: Winfrey).*

*The 11/17/2017 10:00 a.m. special City Council meeting was adjourned at 7:03 p.m.*



# City of Flint, Michigan

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



## Meeting Minutes 2 - Final

Friday, November 17, 2017

7:05 PM

RTAB SUMMARY

Council Chambers

## SPECIAL CITY COUNCIL

*Herbert J. Winfrey, President, Ward 6  
Monica Galloway, Vice President, Ward 7*

*Eric Mays, Ward 1*

*Maurice Davis, Ward 2*

*Santino Guerra, Ward 3*

*Kate Fields, Ward 4*

*Jerri Winfrey-Carter, Ward 5*

*Allan Griggs, Ward 8*

*Eva Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*This special Flint City Council Meeting was called by Mayor Karen Weaver for 5:00 p.m., WEDNESDAY, NOVEMBER 15, 2017, and was convened but not concluded.*

*However, the City Council voted to recess the meeting until 5:30 p.m., THURSDAY, NOVEMBER 16, 2017.*

*The November 16th meeting was convened but not concluded and the City Council again voted to recess the meeting until 10:30 a.m., FRIDAY, NOVEMBER 17, 2017.*

## ROLL CALL

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

**Absent:** President Winfrey

## RESOLUTIONS

**170354.1** Amended Resolution/Master Agreement/City of Flint/Department of Environmental Quality of the State of Michigan (MDEQ)/Genesee County Drain Commissioner (GCDC)/Great Lakes Water Authority (GLWA)/Karegnondi Water Authority (KWA)

An amended resolution resolving that the Flint City Council approves the Master Agreement and the Exhibits attached to the Master Agreement, inclusive of the Water Contract between the City of Flint and the Great Lakes Water Authority (GLWA), AND, resolving that the Mayor and City Clerk are authorized to execute and deliver the Transaction Documents to be executed by the City and to do all other things necessary to effectuate the execution and delivery of the Transaction Documents, in accordance with the provisions of this Resolution. [NOTE: The City of Flint, the Michigan Department of Environmental Quality (MDEQ), the Genesee County Drain Commissioner (GCDC), the Great Lakes Water Authority (GLWA) and the Karegnondi Water Authority (KWA) have worked in collaboration for the purposes of effectuating the overall agreement described in the Statement of Principles for Long-Term Water Delivery to the City of Flint, signed by the Parties and dated April 18, 2017, and implemented through the Master Agreement and the exhibits attached thereto and incorporated therein (collectively referred to as the "Transaction Documents"). The aforementioned parties have come to a collective agreement to enter into a partnership for the purpose of Flint receiving long-term water source from GLWA to provide safe drinking water to the residents of the city, to relieve the City of its debt service payment obligations on the KWA bonds, and to obtain ownership of the 72-inch pipe and a backup water source in the event of an emergency. GLWA and the City have agreed to a Water Service Contract regarding the long-term service of potable water to the City of Flint. GLWA shall sell and supply water to the City of Flint in accordance with the terms of the GLWA/Flint Water Contract. [NOTE: Resolution amended because the previous Master Agreement expired and terms amended.]

*Councilperson Mays made a motion to approve Resolution No. 170351.1. There was*

*no support for the motion.*

**Adopted**

## **MEETING RECESS**

*Councilperson Fields, seconded by Councilperson Worthing, made a motion to recess this special City Council meeting until Monday, November 20, 2017, at 10:00 a.m. The motion passed by a vote of 5:3 (Mays, Davis, Winfrey-Carter) (Absent: Winfrey).*

*This special City Council meeting was recessed at 7:24 p.m.*

# City of Flint, Michigan

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



## Meeting Minutes 2 - Final

Monday, November 20, 2017

10:14 AM

RTAB SUMMARY

Council Chambers

## SPECIAL CITY COUNCIL

*Herbert J. Winfrey, President, Ward 6  
Monica Galloway, Vice President, Ward 7*

*Eric Mays, Ward 1*

*Maurice Davis, Ward 2*

*Santino Guerra, Ward 3*

*Kate Fields, Ward 4*

*Jerri Winfrey-Carter, Ward 5*

*Allan Griggs, Ward 8*

*Eva Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*This special Flint City Council Meeting was called by Mayor Karen Weaver for 5:00 p.m., WEDNESDAY, NOVEMBER 15, 2017, and was convened but not concluded.*

*However, the City Council voted to recess the meeting until 5:30 p.m., THURSDAY, NOVEMBER 16, 2017.*

*The November 16th meeting was convened but not concluded and the City Council again voted to recess the meeting until 10:30 a.m., FRIDAY, NOVEMBER 17, 2017.*

*The November 17th meeting was convened but not concluded and the City Council again voted to recess the meeting until 10:00 a.m., MONDAY, NOVEMBER 20, 2017.*

## ROLL CALL

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

## EXECUTIVE (CLOSED) SESSION

*Executive (Closed) Session to discuss issues related to the lawsuit in the case of Michigan Department of Environmental Quality v. City of Flint and Flint City Council.*

*Councilperson Mays, seconded by Councilperson Galloway, made a motion to go into Executive Session. The motion passed by a vote of 8:1 (Galloway).*

## RETURN TO ORDER

*The meeting was returned to order at 11:13 a.m.*

*Councilperson Mays, seconded by Councilperson Guerra, made a motion to go out of Executive Session. The motion passed by a vote of 8:1 (Fields).*

## RESOLUTIONS

*In order to address the amended version of Resolution No. 170354, Councilperson Mays, seconded by Councilperson Davis, made a motion to suspend the rules. The motion passed by a vote of 7:2 (Fields, Griggs).*

*Councilperson Mays, seconded by Councilperson Davis, made a motion to reconsider Resolution No. 170354, which had been postponed until November 21, 2017. The motion passed by a vote of 9:0.*

*Councilperson Mays, seconded by Councilperson Winfrey-Carter, made a motion to amend Resolution No. 170354 to Resolution No. 170354.1. The motion passed by a vote of 9:0.*

**170354.1**

Amended Resolution/Master Agreement/City of Flint/Department of Environmental Quality of the State of Michigan (MDEQ)/Genesee County Drain Commissioner (GCDC)/Great Lakes Water Authority (GLWA)/Karegnondi Water Authority (KWA)

An amended resolution resolving that the Flint City Council approves the Master Agreement and the Exhibits attached to the Master Agreement,

inclusive of the Water Contract between the City of Flint and the Great Lakes Water Authority (GLWA), AND, resolving that the Mayor and City Clerk are authorized to execute and deliver the Transaction Documents to be executed by the City and to do all other things necessary to effectuate the execution and delivery of the Transaction Documents, in accordance with the provisions of this Resolution. [NOTE: The City of Flint, the Michigan Department of Environmental Quality (MDEQ), the Genesee County Drain Commissioner (GCDC), the Great Lakes Water Authority (GLWA) and the Karegnondi Water Authority (KWA) have worked in collaboration for the purposes of effectuating the overall agreement described in the Statement of Principles for Long-Term Water Delivery to the City of Flint, signed by the Parties and dated April 18, 2017, and implemented through the Master Agreement and the exhibits attached thereto and incorporated therein (collectively referred to as the "Transaction Documents"). The aforementioned parties have come to a collective agreement to enter into a partnership for the purpose of Flint receiving long-term water source from GLWA to provide safe drinking water to the residents of the city, to relieve the City of its debt service payment obligations on the KWA bonds, and to obtain ownership of the 72-inch pipe and a backup water source in the event of an emergency. GLWA and the City have agreed to a Water Service Contract regarding the long-term service of potable water to the City of Flint. GLWA shall sell and supply water to the City of Flint in accordance with the terms of the GLWA/Flint Water Contract. [NOTE: Resolution amended because the previous Master Agreement expired and terms amended.]

**A motion was made by Councilperson Mays, seconded by Councilperson Griggs, that this matter be Amended. The motion carried by the following vote:**

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

**170354.2** 2nd Amendment/Amended Resolution/Master Agreement/City of Flint/Department of Environmental Quality of the State of Michigan (MDEQ)/Genesee County Drain Commissioner (GCDC)/Great Lakes Water Authority (GLWA)/Karegnondi Water Authority (KWA)

A second amendment to a resolution resolving that the Flint City Council approves the Master Agreement and the Exhibits attached to the Master Agreement, inclusive of the Water Contract between the City of Flint and the Great Lakes Water Authority (GLWA) contingent upon the Additional Terms, AND, resolving that the Mayor and City Clerk are authorized to execute and deliver the Transaction Documents to be executed by the City and to do all other things necessary to effectuate the execution and delivery of the Transaction Documents, in accordance with the provisions of this Resolution. [NOTE: The City of Flint, the Department of Environmental Quality of the State of Michigan (DEQ), the Genesee County Drain Commissioner (GCDC), the Great Lakes Water Authority (GLWA) and the Karegnondi Water Authority (KWA) have worked in collaboration for the purposes of effectuating the overall agreement described in the Statement of Principles for Long-Term Water

Delivery to the City of Flint, signed by the Parties and dated April 18, 2017, and implemented through the Master Agreement and the exhibits attached thereto and incorporated therein (collectively referred to as the "Transaction Documents"). The aforementioned parties have come to a collective agreement to enter into a partnership for the purpose of Flint receiving long-term water source from GLWA to provide safe drinking water to the residents of the city, to relieve the City of its debt service payment obligations on the KWA bonds, and to obtain ownership of the 72-inch pipe and a backup water source in the event of an emergency. The Mayor and the Flint City Council have worked in collaboration with the State which has resulted in the Governor's legal counsel stating in writing that the current board member of GLWA appointed by the Governor will be asked to resign and that, upon application of a qualified representative from the city of Flint, the Governor intends to appoint a Flint resident to that seat; that \$750,000.00 will be granted to the City of Flint in some combination of GLWA Water Residential Assistance Program (WRAP) funds and by the State of Michigan from its Reserve Fund for estimated water bill relief; that funds earmarked in the WIIN Fund for residential infrastructure will be immediately released by the State of Michigan to the City of Flint upon submittal and approval by EPA of an Intended Use Plan based on the amended Project Plan to be submitted by the City and proof of qualified expenditures pursuant to that Plan; that the State of Michigan will request that General Motors Engine Plant return as a user of the City of Flint water supply. GLWA and the City have agreed to a Water Service Contract regarding the long-term service of potable water to the City of Flint. GLWA shall sell and supply water to the City of Flint in accordance with the terms of the GLWA/Flint Water Contract for a period of thirty years from the effective date of the GLWA/Flint Water Contract. Mayor Karen Weaver recommends that the Water Service Contract should be entered into in collaboration with the DEQ, GCDC, GLWA, and KWA. Subject to GLWA Board approval that the language that was added to the proposed Master Agreement (other than timing adjustments) and Article 12.04(B) & (F) and 12.06 that expired on October 1, 2017, be removed; that upon full execution of such agreements, the DEQ and the City of Flint and Flint City Council all stipulate to setting aside the judgment, withdrawing of all pleadings and other filings by all parties in US District Court Case No. 17-12107, and that the case be dismissed; and that the Great Lakes Water Authority be advised that the Flint City Council withdraws all statements in all its pleadings regarding the non-payment of water bills owed to the Great Lakes Water Authority by the City of Flint ("Additional Terms"). [NOTE: Resolution amended because the terms were amended.]

**Adopted**

*Councilperson Fields, seconded by Councilperson Worthing, made a motion that City Council would be prepared to take a vote on Resolution No. 170354.2 by Monday, November 27, 2017, during its regular City Council meeting. The motion passed by a vote of 9:0.*

**Substituted****MEETING RECESS**

*Councilperson Mays, seconded by Councilperson Galloway, made a motion to recess*

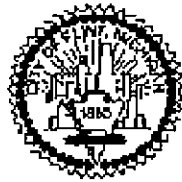
*this special City Council meeting until Monday, November 27, 2017, at 3:00 p.m. The motion passed by a vote of 8:1 (Fields).*

*This special City Council meeting was recessed at 12:40 p.m.*



# City of Flint, Michigan

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



## Meeting Minutes 2 - Final

Tuesday, November 21, 2017

7:20 PM

RTAB SUMMARY

Council Chambers

## SPECIAL CITY COUNCIL

*Herbert J. Winfrey, President, Ward 6  
Monica Galloway, Vice President, Ward 7*

*Eric Mays, Ward 1*

*Santino Guerra, Ward 3*

*Jerri Winfrey-Carter, Ward 5*

*Maurice Davis, Ward 2*

*Kate Fields, Ward 4*

*Allan Griggs, Ward 8*

*Eva Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*This Special City Council Meeting was called by Mayor Karen W. Weaver for the purpose of the GLWA 30 year contract Resolution No. 170354.2.*

## ROLL CALL

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

## RESOLUTIONS

**170354.2** 2nd Amendment/Amended Resolution/Master Agreement/City of Flint/Department of Environmental Quality of the State of Michigan (MDEQ)/Genesee County Drain Commissioner (GCDC)/Great Lakes Water Authority (GLWA)/Karegnondi Water Authority (KWA)

A second amendment to a resolution resolving that the Flint City Council approves the Master Agreement and the Exhibits attached to the Master Agreement, inclusive of the Water Contract between the City of Flint and the Great Lakes Water Authority (GLWA) contingent upon the Additional Terms, AND, resolving that the Mayor and City Clerk are authorized to execute and deliver the Transaction Documents to be executed by the City and to do all other things necessary to effectuate the execution and delivery of the Transaction Documents, in accordance with the provisions of this Resolution. [NOTE: The City of Flint, the Department of Environmental Quality of the State of Michigan (DEQ), the Genesee County Drain Commissioner (GCDC), the Great Lakes Water Authority (GLWA) and the Karegnondi Water Authority (KWA) have worked in collaboration for the purposes of effectuating the overall agreement described in the Statement of Principles for Long-Term Water Delivery to the City of Flint, signed by the Parties and dated April 18, 2017, and implemented through the Master Agreement and the exhibits attached thereto and incorporated therein (collectively referred to as the "Transaction Documents"). The aforementioned parties have come to a collective agreement to enter into a partnership for the purpose of Flint receiving long-term water source from GLWA to provide safe drinking water to the residents of the city, to relieve the City of its debt service payment obligations on the KWA bonds, and to obtain ownership of the 72-inch pipe and a backup water source in the event of an emergency. The Mayor and the Flint City Council have worked in collaboration with the State which has resulted in the Governor's legal counsel stating in writing that the current board member of GLWA appointed by the Governor will be asked to resign and that, upon application of a qualified representative from the city of Flint, the Governor intends to appoint a Flint resident to that seat; that \$750,000.00 will be granted to the City of Flint in some combination of GLWA Water Residential Assistance Program (WRAP) funds and by the State of Michigan from its Reserve Fund for estimated water bill relief; that funds earmarked in the WIIN Fund for residential infrastructure will be immediately released by the State of Michigan to the City of Flint upon submittal and approval by EPA of an Intended Use Plan based on the amended Project Plan to be submitted by the City and proof of qualified expenditures pursuant to that Plan; that the State of Michigan will

request that General Motors Engine Plant return as a user of the City of Flint water supply. GLWA and the City have agreed to a Water Service Contract regarding the long-term service of potable water to the City of Flint. GLWA shall sell and supply water to the City of Flint in accordance with the terms of the GLWA/Flint Water Contract for a period of thirty years from the effective date of the GLWA/Flint Water Contract. Mayor Karen Weaver recommends that the Water Service Contract should be entered into in collaboration with the DEQ, GCDC, GLWA, and KWA. Subject to GLWA Board approval that the language that was added to the proposed Master Agreement (other than timing adjustments) and Article 12.04(B) & (F) and 12.06 that expired on October 1, 2017, be removed; that upon full execution of such agreements, the DEQ and the City of Flint and Flint City Council all stipulate to setting aside the judgment, withdrawing of all pleadings and other filings by all parties in US District Court Case No. 17-12107, and that the case be dismissed; and that the Great Lakes Water Authority be advised that the Flint City Council withdraws all statements in all its pleadings regarding the non-payment of water bills owed to the Great Lakes Water Authority by the City of Flint ("Additional Terms"). [NOTE: Resolution amended because the terms were amended.]

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

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

170354.3

3rd Amendment/Amended Resolution/Master Agreement/City of Flint/Department of Environmental Quality of the State of Michigan (MDEQ)/Genesee County Drain Commissioner (GCDC)/Great Lakes Water Authority (GLWA)/Karegnondi Water Authority (KWA)

A third amendment to a resolution resolving that the Flint City Council approves the Master Agreement and the Exhibits attached to the Master Agreement, inclusive of the Water Service Contract between the City of Flint and the Great Lakes Water Authority (GLWA) contingent upon the Additional Terms, AND, resolving that the Mayor and City Clerk are authorized to execute and deliver the Transaction Documents to be executed by the City and to do all other things necessary to effectuate the execution and delivery of the Transaction Documents, in accordance with the provisions of this Resolution. [NOTE: The City of Flint, the Department of Environmental Quality of the State of Michigan (DEQ), the Genesee County Drain Commissioner (GCDC), the Great Lakes Water Authority (GLWA) and the Karegnondi Water Authority (KWA) have worked in collaboration for the purposes of effectuating the overall agreement described in the Statement of Principles for Long-Term Water Delivery to the City of Flint, signed by the Parties and dated April 18, 2017, and implemented through the Master Agreement and the exhibits attached thereto and incorporated therein (collectively referred to as the "Transaction Documents"). The aforementioned parties have come to a collective agreement to enter into a partnership for the purpose of Flint receiving long-term water source from GLWA to provide safe drinking water to the

residents of the city, to relieve the City of its debt service payment obligations on the KWA bonds, and to obtain ownership of the 72-inch pipe and a backup water source in the event of an emergency. The Mayor and the Flint City Council have worked in collaboration with the State which has resulted in the Governor's legal counsel stating in writing that the current board member of GLWA appointed by the Governor will be asked to resign and that, upon application of a qualified representative from the city of Flint, the Governor intends to appoint a Flint resident to that seat; that \$750,000.00 will be granted to the City of Flint in some combination of GLWA Water Residential Assistance Program (WRAP) funds and by the State of Michigan from its Reserve Fund for estimated water bill relief; that funds earmarked in the WIIN Fund for residential infrastructure will be immediately released by the State of Michigan to the City of Flint upon submittal and approval by EPA of an Intended Use Plan based on the amended Project Plan to be submitted by the City and proof of qualified expenditures pursuant to that Plan; and that the State of Michigan will request that General Motors Engine Plant return as a user of the City of Flint water supply system. GLWA and the City have agreed to a Water Service Contract ("Water Contract") regarding the long-term service of potable water to the City of Flint. GLWA shall sell and supply water to the City of Flint in accordance with the terms of the GLWA/Flint Water Contract for a period of thirty years from the effective date of the GLWA/Flint Water Contract. Mayor Karen Weaver recommends that the Water Service Contract should be entered into in collaboration with the DEQ, GCDC, GLWA, and KWA. Subject to GLWA Board approval that the language that was added to the proposed Master Agreement (other than timing adjustments) and Article 12.04(B) & (F), (G), (H) and 12.06 that expired on October 1, 2017, be removed; that upon full execution of such agreements, the DEQ and the City of Flint and Flint City Council all stipulate to setting aside the judgment, withdrawing of all pleadings and other filings by all parties in US District Court Case No. 17-12107, and that the case be dismissed; and that the Great Lakes Water Authority be advised that the Flint City Council withdraws all statements in all its pleadings regarding the non-payment of water bills owed to the Great Lakes Water Authority by the City of Flint ("Additional Terms"). [NOTE: Resolution amended because the terms were amended.]

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

**Aye:** 5 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter and President Winfrey

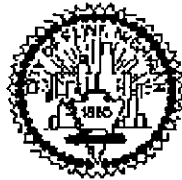
**No:** 4 - Councilperson Fields, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

## ADJOURNMENT

*This special City Council meeting was adjourned at 11:03 p.m.*

# City of Flint, Michigan

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



## Meeting Minutes 2 - Final

Monday, November 27, 2017

7:01 PM

RTAB SUMMARY

Council Chambers

### CITY COUNCIL

*Herbert J. Winfrey, President, Ward 6  
Monica Galloway, Vice President, Ward 7*

*Eric Mays, Ward 1*

*Maurice Davis, Ward 2*

*Santino Guerra, Ward 3*

*Kate Fields, Ward 4*

*Jerri Winfrey-Carter, Ward 5*

*Allan Griggs, Ward 8*

*Eva Worthing, Ward 9*

*Inez M. Brown, City Clerk*

## ROLL CALL

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

## PUBLIC HEARINGS

170562.4      Public Hearing/Consolidated Annual Performance and Evaluation Report (CAPER)

A Public Hearing for the purposes of allowing review of the Consolidated Annual Performance and Evaluation Report (CAPER) and to receive public comment.

**HEARING HELD**

## APPOINTMENTS

170566      Appointment/Board of Review/Vicki VanBuren (Ward 8)

Resolution resolving that Vicki VanBuren (1023 Leland Street, Flint, MI 48507 -- Ward 8) is appointed to the Board of Review to fill the remainder of a three-year term, which expires December 31, 2017. [NOTE: By way of background, Ms. VanBuren is replacing Louis A. Griggs, who resigned after being elected to the Flint City Council.]

**A motion was made by Councilperson Griggs, seconded by Councilperson Mays, that this matter be Approved. The motion carried by the following vote:**

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

## LICENSES

*None*

## RESOLUTIONS

170565      Lease Agreement/AIS Construction Equipment/Leasing of Three (3) Backhoes/John Deere Financial

Resolution resolving that the proper city Officials, upon City Council approval, are authorized to order three (3) backhoe loaders through AIS Construction Equipment, and to enter into a five-year lease(s) agreement with John Deere Financial, as requested by Street Maintenance/Water Service Center, in an amount NOT-TO-EXCEED \$46,574.72 annually for five years (FY2018 - FY2022), pending adoption of each year's budget [Fleet/Central Garage Fund Acct. No. 661-451.100-940.000]. [NOTE: The resolved paragraph does not

include a wheel loader that is mentioned in the first paragraph.]

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

## **RESOLUTIONS (May Be Referred from Special Affairs)**

**170568** Contract/AECOM/Program Management Services (Service Line Replacements)

Resolution resolving that the proper City Officials are authorized to enter into a contract with AECOM to complete all tasks necessary to close out Phase IV of the lead service line replacement project, along with planning and managing Phase V service line replacements, preparing the project plan for submission to the State of Michigan, and some additional design work, in an amount NOT-TO-EXCEED \$5,054,671.00, as requested by City Administration [Acct. No. 591-540.210-801.012]. [Administration Submission No. CA5602017]

**SEPARATED FROM MASTER RESOLUTION**

**170569** CO#2/Contract/Arcadis of Michigan, LLC/Municipal Water Distribution System Optimization Engineering Services

Resolution resolving that the proper City Officials are authorized to issue Change Order No. 2 to the contract with Arcadis of Michigan, LLC for the following additional services: water distribution system model calibration, corrosion control looping testing and additional GIS and enterprise asset management assistance, in an amount NOT-TO-EXCEED \$680,437.00, for a total revised contract amount of \$2,316,914.38, as requested by the Water Service Center [Acct. No. 591-540.211-801.000]. [Administration Submission No. CA5612017]

**SEPARATED FROM MASTER RESOLUTION**

**170570** Budget Amendment/2017-18 Adopted Budget/Water Infrastructure and Distribution Improvement

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to amend the 2017-18 adopted budget to include revenue and expenditure appropriation for the balance of \$40,000,000.00, in the amount of \$8,000,000.00, within the Water Fund, to be split appropriately under City of Flint Grant Codes No. FEPA17WIIN-1 and SDEQ-17LEAD2, and to budget any unspent grant funds in subsequent fiscal years in which they continue to remain available by the grantor(s).

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

**170571** Budget Amendment/2017-18 Adopted Budget/Corrosion Control Study-Water Distribution System Optimization

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to amend the 2017-18 adopted budget to include revenue and expenditure appropriation for the balance of the Corrosion Control Study/Water Distribution System Optimization, in the amount of \$680,510.00, within the Water Fund, under City of Flint Grant Codes No. SDEQ17-OPTIM, and to budget any unspent grant funds in subsequent fiscal years in which they continue to remain available by the grantor(s).

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

- 170572 Donated Asset/Acceptance/U.S. Law Enforcement Support Office/MaxxPro MRAP Armored Vehicle

Resolution resolving that the appropriate city officials are authorized to do all things necessary to accept a MaxxPro MRAP Armored Vehicle, and to add the estimated value of \$685,000.00 to the City's Capital Assets, AND, resolving that the appropriate City Officials are authorized to do all things necessary to appropriate estimated revenue and expense in the amount of \$685,000.00 to the following accounts: 661-000.300-159.000 and 661-000.300-674.000.

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

### **Passed The Consent Agenda**

**A motion was made by Councilperson Mays, 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, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing .

- 170573 Collective Bargaining Agreement/City of Flint/Flint Police Officers' Association (FPOA)

Resolution resolving that the Flint City Council approves the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association.

**SEPARATED FROM MASTER RESOLUTION**

### **SEPARATED FROM MASTER RESOLUTION**

- 170568 Contract/AECOM/Program Management Services (Service Line Replacements)

Resolution resolving that the proper City Officials are authorized to enter into a contract with AECOM to complete all tasks necessary to close out Phase IV of the lead service line replacement project, along with planning and managing Phase V service line replacements, preparing the project plan for submission



to the State of Michigan, and some additional design work, in an amount NOT-TO-EXCEED \$5,054,671.00, as requested by City Administration [Acct. No. 591-540.210-801.012]. [Administration Submission No. CA5602017]

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

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

**170569** CO#2/Contract/Arcadis of Michigan, LLC/Municipal Water Distribution System Optimization Engineering Services

Resolution resolving that the proper City Officials are authorized to issue Change Order No. 2 to the contract with Arcadis of Michigan, LLC for the following additional services: water distribution system model calibration, corrosion control looping testing and additional GIS and enterprise asset management assistance, in an amount NOT-TO-EXCEED \$680,437.00, for a total revised contract amount of \$2,316,914.38, as requested by the Water Service Center [Acct. No. 591-540.211-801.000]. [Administration Submission No. CA5612017]

**A motion was made by Councilperson Mays, seconded by Councilperson Davis, 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, President Winfrey, Vice President Galloway and Councilperson Worthing

**No:** 1 - Councilperson Griggs

**170573** Collective Bargaining Agreement/City of Flint/Flint Police Officers' Association (FPOA)

Resolution resolving that the Flint City Council approves the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association.

**Adopted**

**Substituted**

**A motion was made by Councilperson Fields, seconded by Councilperson Griggs, that this matter be POSTPONED for December 6, 2017. The motion failed by the following vote:**

**Aye:** 2 - Councilperson Fields and Councilperson Griggs

**No:** 7 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway and Councilperson Worthing

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

**Aye:** 8 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

**No:** 1 - Councilperson Fields

## **LIQUOR LICENSES**

*None*

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

*None*

## **SECOND READING AND ENACTMENT OF ORDINANCES**

*None*

## **RECONSIDERATION**

*Councilperson Mays, seconded by Councilperson Fields, made a motion to reconsider Resolution No. 170354.3 (GLWA Master Agreement - Water Service Contract). The motion failed by a vote of 3:4 (Davis, Guerra, Winfrey-Carter, Winfrey) (Absent: Griggs, Worthing).*

## **ADJOURNMENT**

*This regular City Council meeting was adjourned at 10:51 p.m.*

KENDALL B. WILLIAMS  
TIMOTHY R. WINSHIP†  
CHELSEA S. DOWN†  
MARC D. MORSE

LAW OFFICES  
**THE WILLIAMS FIRM**  
*A Professional Corporation*

SEAN M. SIEBIGTEROTH  
*Of Counsel*

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†Also admitted in State of Washington  
‡Also admitted in State of North Carolina

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Email: Info@TheWilliamsFirm.com

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**EXECUTIVE SUMMARY**  
**PREPARED FOR THE FLINT CITY COUNCIL**  
*Privileged*  
*Attorney-Client Communication/Work Product*

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**City of Flint and Flint Police Officers' Association**

**Re: Negotiation of Collective Bargaining Agreement**  
Our File City of Flint – FPOA 17001  
**Date: November 27, 2017**

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The purpose of this Executive Summary is to provide the Council with a summary of the tentative Collective Bargaining Agreement reached between the City of Flint and the Flint Police Officers' Association. This Executive Summary is provided by the undersigned, who served as the Chief Negotiator for the City of Flint.

**A. Background**

The last Collective Bargaining Agreement (“CBA”) negotiated between the City of Flint (“City”) and the Flint Police Officers' Association (“FPOA” or “Union”) was effective from March 1, 2006 through June 30, 2008. In **November 2011**, before a successor CBA was negotiated with FPOA, the City of Flint was declared to be in financial emergency and placed under the control of an Emergency Manager. Under the control of the Emergency Manager, the City of Flint's obligation to bargain with labor organizations was suspended. MCL 141.1567(3). Without an obligation to bargain with the Union regarding terms and conditions of employment, the City implemented various changes to the employment of FPOA members through Emergency Management Orders and an Imposed Contract. The Imposed Contract was effective from **July 16, 2014 through June 30, 2016**.

Pursuant to the Local Financial Stability and Choice Act, Act 436 of 2012, MCL 141.1541, *et seq.*, (the “Act”), a local government placed in receivership is not subject to the bargaining obligation found at 15(1) of the Public Employment Relations Commission Act (“PERA”). MCL 423.215; see *City of Detroit*, 27 MPER 6 (2013). However, once the receivership is terminated or it has been five (5) years from the date the local government is placed in receivership, whichever is first, the local government is again under the bargaining obligations of PERA. MCL 141.1567(3); *City of Ecorse*, 27 MPER 76 (2016).

Thus, in 2016, the City's obligation to bargain returned as did the ability of the FPOA to submit certain issues not resolved through collective bargaining to binding arbitration (commonly referred to as "Act 312 Arbitration"). Under Act 312, if the parties do not reach an agreement regarding terms and conditions of employment, the arbitrator has the ability to unilaterally decide the issues presented. Importantly, the City of Flint, the Flint City Council, and the Receivership Transition Advisory Board ("RTAB") do not have the ability to reject the decision of the arbitrator. The Union filed a Petition for Act 312 Arbitration on **February 16, 2017**. Importantly, FPOA had the right to request increases in wages and benefits commencing in November 2016.

With the return of the obligation to bargain, and the looming prospect that an arbitrator could ultimately decide issues regarding the terms and conditions of employment for the FPOA members, the respective bargaining teams worked to reach agreement on all terms of a collective bargaining agreement. Given that the Imposed Contract was something that the FPOA members had worked under, but had not negotiated for, the parties determined that it was best to work from the 2006-2008 CBA to develop a new CBA.

The management team did a considerable amount of work drafting proposals for each non-economic and economic contract provision. Although the team used the 2006-2008 CBA as a starting point, the proposals were combined language from the CBA, the Imposed Contract, and new language. The parties held eleven (11) mediated negotiation sessions and reached a final Tentative Agreement on a complete successor Collective Bargaining Agreement.

There are currently 73 full-time officers and 3 part-time officers in the Flint Police Department. The Tentative Agreement permits the City to continue to employ part-time officers, although they are not members of the bargaining unit. The former CBA did not permit the City to employ part-time officers.

On **October 25, 2017**, the Union voted to ratify the Tentative Agreement.

## **B. Summary of Tentative Agreements.**

The following is a summary of the substantive terms of the tentative *Collective Bargaining Agreement*.

### **1. Term.**

The parties agreed to a two (2) year term, running retroactively from **July 1, 2017**, through **June 30, 2019**.

### **2. Management Rights.**

Article 4 - Management Rights, which was previously Article 64 of the CBA, was updated to clarify the broad rights that management retains with respect to the issues not included in the CBA. Negotiating this provision was particularly challenging given that the Union was without any bargaining power while the City was under Emergency Manager control and the terms of an Imposed Contract.

**3. Union Paid Release Time.**

The parties agreed to revise the provision regarding paid release time of the Association President (Article 5) and Stewards (Article 6). The Association President is permitted to be released from his normal duties up to sixteen (16) hours per week and the Stewards are permitted to be released up to two (2) hours per shift in order to perform certain duties as permitted by the CBA.

**4. Layoff and Recall.**

The parties agreed to revise the procedure by which layoffs and recalls are conducted. In the event of a layoff situation, this revised language will provide a clear roadmap of how to make layoff determinations. Additionally, the tentatively agreed upon language limits the amount of time on the recall list to two (2) years. The 2006-2008 CBA provided recall rights for up to the length of the employee's service.

**5. Paid Time Off.**

Under the 2006-2008 CBA the FPOA members received both "annual leave" and "sick leave," these were converted to a "Paid Time Off" ("PTO") system under the Imposed Contract. In addition to combining the leave days, there was also a substantial reduction in paid leave time. For example, a new officer under the former CBA accrued 200 hours of paid time off during a year and under the Imposed Contract the paid time off accrual was capped at 79.82 hours per year. Additionally, those officers with over sixteen (16) years of seniority had their annual paid time off accruals reduced by over 100 hours per year. Given these substantial decreases in paid time off benefits, this was a very important topic during negotiations, and the parties agreed to maintain a combined PTO system, and increase the annual accruals by forty (40) hours for each seniority level.

**6. Compensatory Time.**

Under the 2006-2008 CBA, FPOA members could earn time off in lieu of being paid overtime for hours worked. Under the former CBA, FPOA members could accumulate up to two hundred forty (240) hours of compensatory time in a bank. The Imposed Contract removed the option to earn compensatory time altogether. The parties agreed to reinstate a limited compensatory time provision whereby officers can only elect to earn up to forty (40) hours of compensatory time off in lieu of overtime. The terms of the provision comply with the Fair Labor Standards Act of 1983, 29 USC 201, *et seq.*, and related regulations applicable to compensatory time.

**7. Health Insurance.**

The Hospitalization Article was revised for clarity, however, the status quo was maintained from the Imposed Contract. In accordance with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 *et seq.*, the City may only pay up to 80% of health insurance premium costs for employees or pay up to a "hard cap" amount that is determined each year by the Michigan Department of Treasury. Currently, the City pays 80% of the health insurance premium, with the employees paying the remaining 20%. The language agreed to by the parties allows the City the flexibility to change from the 80/20 cost sharing to the "hard cap" contributions during the term of

the agreement without negotiating the change with the Union. If the City changes to the hard cap contribution, it could be mutually beneficial to the parties.

The City's total health insurance premium cost for the 2017-2018 fiscal year is \$18,891,799. Of that total, \$3,407,405 is the cost for active employees, and the balance of \$15,484,394 is the cost of retiree health insurance coverage.

**8. Retirement.**

The Retirement Article was revised for clarity; however, the status quo for pension benefits was maintained from the Imposed Contract. The parties both understand that retirement benefits represent a significant cost for the City, and agreed to maintain the cost-saving measures that were implemented by the Emergency Manager.

**9. Pension Cost.**

Even with maintaining the status quo from the Imposed Contract, there are significant increases in the City's pension costs due to the plan funding requirements. The funding requirements are set by the Michigan Employment Retirement System ("MERS") and can vary substantially based on factors affecting actuarial estimates, such as the retiree population and returns on investments. Due to the actuarial estimates and funding requirements, over the term of the Tentative Agreement MERS requires additional funding in the amount of \$3,440,271 for FPOA members.

**10. Wages.**

Under the control of an Emergency Manager, the Union members have not realized competitive market wage increases since 2008. Consequently, it has been difficult for the department to recruit and retain well-trained police officers, because the pay at the City is lower than other area departments. The following chart shows the wages from the Imposed Contract compared to the wages of a few area police departments:

	FPOA - Imposed		G.C. Police Deputies 2014-2017 CBA		Metro Police Auth. 2017-2018 CBA		City of Owosso 2015 CBA		City of Fenton 2015-2018 CBA	
	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually	Hourly	Annually
0-6 Months	\$ 16.76	\$34,860	\$ 19.24	\$ 40,028	\$ 16.66	\$34,653	\$ 19.75	\$41,080	\$ 20.78	\$43,222
7 Months - 1 Year	\$ 17.52	\$36,444								
1 Year			\$ 21.86	\$ 45,473	\$ 18.45	\$38,376	\$ 21.94	\$45,635	\$ 25.38	\$52,790
18 Months										
2 Years	\$ 18.32	\$38,112	\$ 22.61	\$ 47,036	\$ 20.76	\$43,181	\$ 23.18	\$48,214	\$ 27.15	\$56,472
30 Months										
3 Years	\$ 20.36	\$42,345	\$ 23.37	\$ 48,599	\$ 23.72	\$49,338	\$ 24.92	\$51,834	\$ 29.17	\$60,674
42 Months										
4 Years	\$ 22.39	\$46,575	\$ 24.12	\$ 50,160	\$ 24.81	\$51,605	\$ 26.60	\$55,328		
5 Years	\$ 25.74	\$53,535	\$ 24.87	\$ 51,724	\$ 27.23	\$56,638				
6 Years			\$ 25.62	\$ 53,291	\$ 30.61	\$63,669				
10 Years	\$ 26.44	\$55,000								

Given the difficulty of recruiting and retaining officers, the parties agreed to revise the wage scale in the Imposed Contract by decreasing the number of years it takes to reach the top of the wage scale from ten (10) years to six (6) years. This scale is more comparable to the wage scales of other local police departments. Additionally, the parties agreed to a 3% increase to the revised wage scale in Year 1, and a 3% increase in Year 2.

The wage scales for the two (2) years of the agreement are as follows:

YEAR 1				YEAR 2			
Compensation Schedule – July 1, 2017 – June 30, 2018				Compensation Schedule – July 1, 2018 – June 30, 2019			
Seniority	Step	Base Annual Salary	Hourly Rate	Seniority	Step	Base Annual Salary	Hourly Rate
1st 6 Months	1	\$35,907.04	\$17.263	1st 6 Months	1	\$36,984.48	\$17.781
7 Months - End of 1 Year	2	\$37,537.76	\$18.047	7 Months - End of 1 Year	2	\$38,663.04	\$18.588
Start 2nd Year	3	\$39,251.68	\$18.871	Start 2nd Year	3	\$40,428.96	\$19.437
Start 3rd Year	4	\$43,615.52	\$20.969	Start 3rd Year	4	\$44,923.84	\$21.598
Start 4th Year	5	\$47,973.12	\$23.064	Start 4th Year	5	\$49,412.48	\$23.756
Start 5th Year	6	\$55,140.80	\$26.510	Start 5th Year	6	\$56,794.40	\$27.305
Start 6th Year	7	\$56,648.80	\$27.235	Start 6th Year	7	\$58,348.16	\$28.052

**11. Cost of the Tentative Agreement.**

The largest cost increase under the Tentative Agreement is the additional funding required by MERS for the pension plan. Over the term of the agreement, that cost is \$3,440,271. The funding costs can vary significantly depending on the retiree population and returns on plan investments.

As to wages and other non-pension benefits, the Tentative Agreement has a cost of \$1,263,033. The cost of wages and non-pension benefits under the Imposed Contract would have been \$998,892. Therefore, the additional cost of the negotiated Tentative Agreement is approximately \$264,141 over the term of the two (2) years.

**C. Recommendation.**

It is the recommendation of legal counsel for the City that the City Council ratify the tentative CBA between the City of Flint and the FPOA, and recommend approval of such tentative CBA by the RTAB. This recommendation is based on the assessment of the undersigned that the proposed tentative CBA serves the best interests of all parties.

**This document is a privileged attorney-client communication confidentially provided to the Flint City Council. This document is exempt from disclosure under the Michigan Freedom of Information Act, MCL 15.243(g). The Flint City Council may meet in closed-session to discuss the legal advice in this document pursuant to the Michigan Open Meetings Act, MCL 15.268(h).**

Respectfully Submitted,

**THE WILLIAMS FIRM, P.C.**

Kendall B. Williams

## Budget Amendment to Cover Increases for FPOA

	GL #	Description	Amt
General Fund	101-315.100-702.000	Wages	37,617.16
	101-308.200-702.000	Wages	12,644.58
	101-308.205-702.000	Wages	12,395.17
	101-308.202-702.000	Wages	6,192.21
	101-308.206-702.000	Wages	1,732.48
	101-315.100-719.152	MERS Hybrid DB Portion	1,678.54
	101-305.203-702.000	Wages	1,649.98
	101-315.100-719.100	Direct Fringes	1,053.28
	101-308.205-719.152	MERS Hybrid DB Portion	369.70
	101-308.200-719.100	Direct Fringes	354.05
	101-308.205-719.100	Direct Fringes	347.06
	101-308.202-719.100	Direct Fringes	173.38
	101-308.206-719.152	MERS Hybrid DB Portion	167.88
	101-308.202-719.152	MERS Hybrid DB Portion	118.57
	101-308.206-719.100	Direct Fringes	48.51
	101-305.203-719.100	Direct Fringes	46.20
	101-308.202-719.157	MERS Hybrid DC	-1,909.22
	101-308.206-719.157	MERS Hybrid DC	-2,703.07
	101-308.205-719.157	MERS Hybrid DC	-5,952.71
	101-315.100-719.157	MERS Hybrid DC	-27,027.02
	101-752.130-801.000	Professional Services	<u>-38,996.73</u>
<b>General Fund Total Appropriation</b>			<b>76,588.75</b>
Public Safety Fund	205-315.201-702.000	Wages	23,711.24
	205-315.201-719.100	Direct Fringes	663.91
	205-315.201-719.152	MERS Hybrid DB Portion	484.23
	205-315.201-719.157	MERS Hybrid DC	-7,796.79
	Due from fund Balance		<u>-17,062.59</u>
<b>Public Safety Fund Total Appropriation</b>			<b>24,859.38</b>
Police Fund	207-315.204-702.000	Wages	11,938.50
	207-315.204-719.100	Direct Fringes	334.28
	207-315.204-719.152	MERS Hybrid DB Portion	124.76
	207-315.204-719.157	MERS Hybrid DC	-2,008.77
	Due from fund balance		<u>-10,388.77</u>
<b>Police Fund Total Appropriation</b>			<b>12,397.54</b>
Drug Law Enf Func	265-308.207-702.000	Wages	1,164.47
	265-308.207-719.100	Direct Fringes	32.61
	265-308.207-719.152	MERS Hybrid DB Portion	112.84
	265-308.207-719.157	MERS Hybrid DC	-1,309.92



**Drug Enforcement Fund Total Appropriation**

**1,309.92**

**115,155.59**

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

PRESENTED: 12-11-2017

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

**RESOLUTION TO AGREE TO THE FIRST ADDENDUM TO THE LICENSE TO TRANSMIT WATER**

**BY THE MAYOR:**

**WHEREAS**, the City of Flint and the Genesee County Drain Commissioner entered into a License to Transmit Water, dated the 14<sup>th</sup> day of October 2015, and effective on October 14, 2015. A copy of the License is attached hereto and made a part hereof; and

**WHEREAS**, the City has selected the Great Lakes Water Authority (“GLWA”) as its primary source of potable water; and

**WHEREAS**, the City, the GLWA, the Genesee County Drain Commissioner (“GCDC”), the Karegnondi Water Authority (“KWA”), and the State of Michigan collectively negotiated various agreements related to the terms for the City’s using the GLWA as its permanent water supplier (the “Water Deal”); and

**WHEREAS**, as part of the Water Deal, the GCDC is quit claiming a 72” pipeline and associated appurtenances to the City that includes a meter pit at Baxter Road and Potter Road and such 72” pipeline continues westerly approximately eleven miles to west of the KWA connection at the intersection of Center Road and Pierson Road (“Pipeline”); and

**WHEREAS**, the Water Deal is effective December 1, 2017; however, the deed to the Pipeline will not be released from escrow until closing of the refinancing of the KWA’s \$74,370,000 Water Supply System (Karegnondi Water Authority Pipeline Bonds) Series 2016 (the “KWA Bonds”) , which is anticipated to be completed prior to May 2018; and

**WHEREAS**, the City will be the only entity using the Pipeline after the Water Deal closes as the GCDC has its own water treatment facility and 42”pipeline that are transmitting water to its customers; and

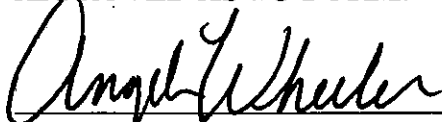
**WHEREAS**, it is critical that the City install various equipment and that the City can control the pressure of the Pipeline in the meter pit; and

**WHEREAS**, if the pressure is not controlled properly, a malfunction of the Pipeline could occur; and


**WHEREAS**, the City and the GCDC are willing to modify the language of the License by executing this Addendum to the License. A copy of the First Addendum to the License is attached hereto and made a part hereof.

IT IS RESOLVED that the Mayor is authorized to do all things necessary to enter into the First Addendum to License to Transmit Water with the Genesee County Drain Commissioner.

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

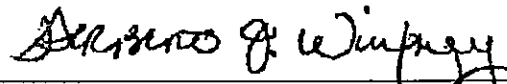
FOR THE CITY OF FLINT:

  
Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:

  
Hughey Newsome, Chief Financial Officer

APPROVED BY CITY COUNCIL:

  
Herbert Winfrey, City Council President

PRESENTED TO CITY COUNCIL:

12-11-2017  
ADOPTED BY CITY COUNCIL:

12-11-2017

## LICENSE TO TRANSMIT WATER

This License to Transmit Water ("License") entered into on October 14, 2015, (the "License Date" and "Effective Date") is made between the City of Flint, a Home Rule City (the "City"), and the Genesee County Drain Commissioner, as County Agency, a county agency pursuant to the County Public Improvement Act 342 of 1939, as amended, ("GCDC"). The City and GCDC may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, the City has requested the Detroit Water and Sewerage Department ("DWSD") to provide the City with potable water; and

**WHEREAS**, DWSD water distribution system has no physical connection to the City water distribution system; and

**WHEREAS**, GCDC is currently purchasing potable water from DWSD and GCDC is receiving DWSD water at the water meter GN-01 near Baxter and Potter Roads, located in Genesee County and more fully set forth in Exhibit 1 (hereinafter known as "GCDC/DWSD Connection"); and

**WHEREAS**, GCDC has a physical connection to the City water distribution system near Center Road and Pierson Road in Genesee Township, Genesee County, Michigan, which is more fully set forth in Exhibit 2 (hereinafter known as "GCDC/City Connection"); and

**WHEREAS**, GCDC owns nine (9) miles of water transmission pipeline ("Pipeline") that connects the GCDC/DWSD Connection to the GCDC/City Connection; and

**WHEREAS**, GCDC has the ability to allow Flint to transmit water through the Pipeline from the GCDC/DWSD Connection to the GCDC/City Connection so DWSD may service the City with DWSD treated potable water; and

**WHEREAS**, this License shall govern the terms and conditions of Flint transmitting water through the Pipeline from the DWSD/GCDC Connection to the GCDC/City Connection; and

**WHEREAS**, the Parties hereto acknowledge and agree that DWSD may assign its contract to provide potable water to the City to another entity, including, but not limited to, the Great Lakes Water Authority, and, if DWSD assigns its contract to provide water to the City, all reference to DWSD in this License shall be replaced by the party to whom DWSD assigns its contract.

**NOW, THEREFORE, THIS LICENSE** is hereby made and mutually entered into by the City and GCDC for the mutual consideration stated herein and the Parties agree to the following:

1. **Adoption of Recitals.** All of the matters stated in the Recitals of this License are true and correct and are hereby incorporated into the body of this License as though fully set forth in their entirety herein. However, in cases of conflict, provisions of this License shall prevail over the matters stated in the Recitals.

2. **Contract for Water.** As a condition precedent to this License being effective, the City shall enter into a contract with DWSD for DWSD to supply the City with water and said contract shall require the City to pay DWSD directly for all water consumed by the City and any applicable charges, fees, or other amounts charged by DWSD. The City shall hold GCDC harmless from any and all debts the City incurs from receiving water from DWSD and any and all costs that DWSD may impose on GCDC as a result of the City receiving water from DWSD.
3. **Term.** The Parties hereto understand and acknowledge that GCDC needs the Pipeline to transmit its potable water to its customers once GCDC starts receiving raw water from KWA. The Parties agree and acknowledge that this License shall expire sixty (60) days after the City has received notice from KWA that raw water is available for the City for treatment; however, the City may request GCDC to extend this License until GCDC starts receiving raw water from KWA. The City shall not transmit water through the Pipeline after GCDC begins to transmit its potable water to its customers. The City acknowledges and consents to GCDC terminating any water transmission in the Pipeline for the benefit of the City once GCDC begins to produce and sell its potable water to its customers. The City may terminate this License by providing GCDC with thirty (30) days written notice of termination.
4. **Consideration.** In exchange for GCDC allowing the City to transmit water through the Pipeline, the City shall pay GCDC one dollar (\$1.00) per month for the term of this License. The City is allowed to pay the first nine (9) months in a lump sum payment.
5. **Meters and Billing.** The City hereby grants GCDC complete access to and upon verbal request by GCDC complete control of Station 2, including, but not limited to, all meters, valves, structures, and appurtenances until the Karegnondi Water Authority ("KWA") has notified the City that water is available to the City for treatment or GCDC has provided the City with thirty (30) days notice that GCDC no longer requires access to Station 2. GCDC shall have the meter calibrated within fifteen (15) days of the execution of this License and all costs for the calibration shall be the responsibility of the City. The City shall be entitled to all data, meter reads, and other information that is collected by GCDC at Station 2. The City shall be responsible for all utility costs associated with the operation of Station 2. The City shall be responsible for all repairs to the meter and meter pit. GCDC shall notify DWSD of the monthly meter read for Station 2.
6. **Transmission of Water.** GCDC shall use reasonable diligence to allow the City regular and uninterrupted transmission of water through the Pipeline from the GCDC/DWSD Connection to the GCDC/City Connection; however, Flint shall hold harmless and indemnify GCDC for any damages, breach of contract, or otherwise for interruption of service or curtailment of supply for any cause beyond the control of GCDC. These could include, but are not limited to, Acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or failure of the Pipeline or appurtenances. The City shall further hold GCDC harmless from any claim for damages related to continuity of service by third parties, including DWSD, for GCDC's inability to allow the transmission of water due to any cause beyond the control of GCDC.
7. **Water Quality.** The City shall hold GCDC harmless from any water quality related claim for damages by third parties, including DWSD, served by the City, which are asserted against, or are imposed upon or incurred by GCDC and which result from, relate to, or arise out of a claim regarding the treatment of water or the quality of water.
8. **Volume Available.** The City shall hold GCDC harmless in the event that DWSD cannot meet the volume demands of both GCDC and the City. GCDC shall be entitled to receive the quantity of water requested by GCDC and the City shall be entitled to any remaining volume of water. The City shall notify GCDC daily of its anticipated water volume for that day and GCDC shall be responsible for notifying DWSD of the water volume demands for both GCDC and the City.

9. **Pipeline Malfunction.** If the Pipeline shall malfunction for any reason while the City is transmitting water through the Pipeline, GCDC shall notify the City within two (2) hours of verifying the Pipeline malfunction. Thereafter, the malfunction shall be promptly repaired by GCDC and a detailed invoice for one-half (1/2) of the total cost of the repair shall be submitted to the City. The City shall have thirty (30) calendar days to process and authorize the payment for the repair to GCDC. Payment shall be made to GCDC within thirty-two (32) calendar days by either check or wire transfer. Wire transfer instructions are available from the GCDC Chief Financial Officer. The City shall indemnify and hold GCDC harmless for any and all claims from the City or third parties that relate to the City not being able to supply water to its customers due to the malfunction.

10. **Severability.** The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this License or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this License or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this License shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

11. **Governing Law and Venue.** It is specifically agreed among the Parties to this License that Genesee County, State of Michigan is the place of performance of this License. In the event that any legal proceeding is brought to enforce this License or any provision hereof, the same shall be brought in the Genesee County Circuit Court.

12. **Interpretation and Construction.** For purposes of interpretation and construction of this License, both the City and GCDC shall be deemed to have been the drafter of this License and this License shall not be construed against any Party to this License.

13. **Modification.** This License shall not be modified, altered, or amended except through a written amendment signed by the Parties.

14. **No Third Party Beneficiaries.** This License is not intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies of any kind or nature whatsoever.

15. **Notices.** Other than invoices and payments, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

To GCDC: Genesee County Drain Commissioner's Office, Division of Water and Waste Services, G-4610 Beecher Road, Flint, Michigan 48532.

To the City: City of Flint, 1101 South Saginaw Street, Flint, Michigan 48502.

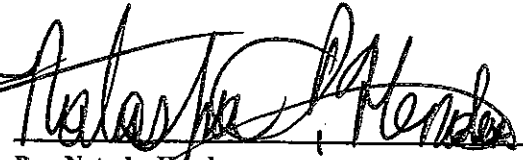
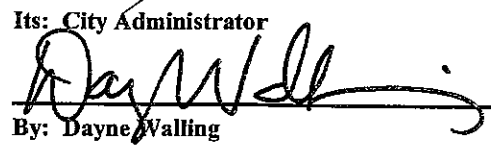
The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this License to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the License and Effective Date.


GCDC

  
By: Jeff Wright  
Its: Drain Commissioner

CITY:

  
By: Natasha Henderson  
Its: City Administrator  
  
By: Dayne Walling  
Its: Mayor

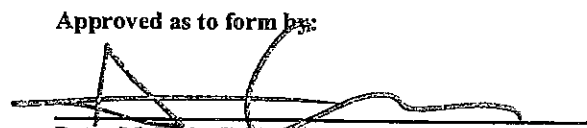
Attest:

  
By:

  
By:

This License was prepared by:  
Attorney Kevin Kilby (P68599)  
McGraw Morris P.C.  
2075 West Big Beaver Road  
Suite 750  
Troy, Michigan 48084  
Phone: (248) 502-4000  
Facsimile: (248) 502-4001  
Email: [kkilby@mcgrawmorris.com](mailto:kkilby@mcgrawmorris.com)

Approved as to form by:

  
Peter M. Bade (P47546)  
Chief Legal Officer  
City of Flint  
1101 South Saginaw Street, Room 307  
Flint Michigan 48502

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

PRESENTED: 10-12-15

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

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY ACTION TO CONVERT TO THE DETROIT WATER SYSTEM**

**BY THE CITY ADMINISTRATOR:**

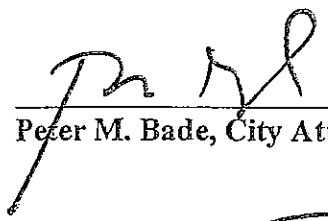
In order to promote the health, safety and welfare of this community, it is in the best interests of the City of Flint for the Detroit Water and Sewer Department (DWSD) to supply the City with treated water pending completion of the Karegnondi Water Authority; and

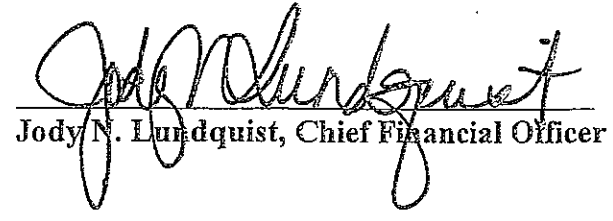
In order for DWSD to supply the City with water, it will be necessary to utilize pipe owned by the Genesee County Drain Commission (GCDC); and

The City, DWSD and GCDC are actively negotiating the terms of the necessary agreements to ensure this transition occurs as soon as possible; and

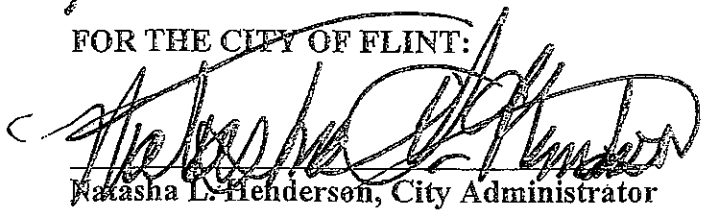
**IT IS RESOLVED** that the City Administrator is hereby authorized to enter into agreements with DWSD and GCDC for conversion to the Detroit Water System.

**APPROVED AS TO FORM:**

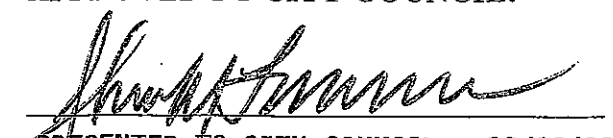
  
Peter M. Bade, City Attorney

  
Jody N. Lundquist, Chief Financial Officer

**FOR THE CITY OF FLINT:**

  
Natasha L. Henderson, City Administrator

**APPROVED BY CITY COUNCIL:**



PRESENTED TO CITY COUNCIL: 10/12/2015

ADOPTED BY CITY COUNCIL: 10/12/2015



**FIRST ADDENDUM TO  
LICENSE TO TRANSMIT WATER**

**THIS FIRST ADDENDUM** (“Addendum”) to the **LICENSE TO TRANSMIT WATER** (hereafter the “License”) is entered into effective December 1, 2017, by and between the City of Flint, a Home Rule City (the “City”), whose address is 1101 South Saginaw Street, Flint, Michigan 48502 and the Genesee County Drain Commissioner, as County Agency, a county agency pursuant to the County Public Improvement Act 342 of 1939, as amended (“GCDC”), whose address is G-4610 Beecher Road, Flint, Michigan 48532. Flint and GCDC are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

**WHEREAS**, the Parties entered into a License to Transmit Water, dated the 14<sup>th</sup> day of October 2015, and effective on October 14, 2015; and

**WHEREAS**, the City has selected the Great Lakes Water Authority (“GLWA”) as its primary source of potable water; and

**WHEREAS**, the City, the GLWA, the Genesee County Drain Commissioner (“GCDC”), the Karegnondi Water Authority (“KWA”), and the State of Michigan collectively negotiated various agreements related to the terms for the City’s using the GLWA as its permanent water supplier (the “Water Deal”); and

**WHEREAS**, as part of the Water Deal, the GCDC is quit claiming a 72” pipeline and associated appurtenances to the City that includes a meter pit at Baxter Road and Potter Road and such 72” pipeline continues westerly approximately eleven miles to west of the KWA connection at the intersection of Center Road and Pierson Road (“Pipeline”); and

**WHEREAS**, the Water Deal is anticipated to be effective December 1, 2017; however, the deed to the Pipeline will not be released from escrow until closing of the refinancing of the KWA’s \$74,370,000 Water Supply System (Karegnondi Water Authority Pipeline Bonds) Series 2016 (the “KWA Bonds”) , which is anticipated to be completed prior to May 2018; and

**WHEREAS**, the City will be the only entity using the Pipeline after the Water Deal closes as the GCDC has its own water treatment facility and 42” pipeline that are transmitting water to its customers; and

**WHEREAS**, it is critical that the City install various equipment and that the City can control the pressure of the Pipeline in the meter pit; and

**WHEREAS**, if the pressure is not controlled properly, a malfunction of the Pipeline could occur; and

**WHEREAS**, the City and the GCDC are willing to modify the language of the License by executing this Addendum to the License.

**NOW THEREFORE**, it is hereby agreed by the Parties as follows:

**1. Amendment to Section 9 of the License.** Section 9 of the License shall hereby be deleted in its entirety and replaced with the following:

**9. Meter Pit and Operation and Maintenance.** The GCDC grants the City full and unrestricted access to the meter pit located near the intersection of Baxter Road and Potter

Road from the December 1, 2017 effective date of this Addendum to the date on which the KWA Bonds are refinanced, which is anticipated to be prior to May 31, 2018 (“Interim Period”), thereby granting the City control for purposes of the Water Service Contract between GLWA and the City dated as of December 1, 2017. During this Interim Period, the GCDC shall coordinate with the City the removal of any equipment owned by the GCDC that GCDC will possess after the Interim Period. The City will notify the GCDC of the installation of the City’s equipment that is necessary to monitor the meter, the meter pit, control the pressure of the Pipeline, and any other equipment deemed necessary in the sole discretion of the City.

The Parties further understand that GLWA owns the metering equipment inside of the meter pit and that the GLWA may need to install additional equipment, meters, perform maintenance on the meters or the meter pit, or perform other actions necessary to ensure that the City receives uninterrupted potable water from GLWA. The GCDC acknowledges that the GLWA will be performing these actions to ensure that the City receives uninterrupted potable water from GLWA and that the GLWA shall coordinate said actions solely with the City.

The City shall be responsible for the operations and all maintenance of the meter pit and Pipeline during the Interim Period at no cost to the GCDC.

The City shall indemnify and hold the GCDC harmless for any and all claims from the City or third parties that relate to the City performing the operations and maintenance during the Interim Period. Additionally, the City shall obtain from GLWA evidence that GCDC has been added to GLWA’s insurance policy as an additional insured while installing the additional equipment, performing maintenance on the meters or the meter pit, or performing any other actions necessary to ensure that the City receives uninterrupted potable water from GLWA. The City shall transmit the communication to GCDC prior to the City allowing GLWA access to the meter pit to perform the actions listed herein.

**2. Notices.** Any notice, demand, or communication required, permitted or desired to be given under this Addendum shall be deemed effectively given pursuant to Section 15 of the License.

**3. Headings.** The headings of the sections set forth in this Addendum are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Addendum.

**4. Complete Agreement.** This Addendum, the License and any additional or supplementary documents incorporated by specific reference contain all the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Addendum or any part thereof shall have any validity or bind either of the Parties.

**5. Severability.** If any provision of this Addendum is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Addendum which shall remain in full force and effect and enforceable in accordance with its terms.

**6. Waiver.** No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Genesee County Drain Commissioner and by Mayor and Administrator of Flint, or both upon the Flint City Council’s approval, if applicable.

7. **Construction.** This Addendum has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Addendum therefore shall not be construed against either Party.

8. **Amendment.** This Addendum may not be amended or modified except for by written agreement signed by both Parties.

9. **Certification of Authority to Sign Addendum.** The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the Addendum on behalf of such Party and that this Addendum has been authorized by such Party.

10. **Remainder of License.** Except as modified by this Addendum, the terms of the License shall remain in full force and effect.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Addendum to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

**GCDC:**

**FLINT:**

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Jeff Wright, Genesee County Drain Commissioner

---

Dr. Karen W. Weaver, Mayor

**This Addendum was prepared by:**  
McGraw Morris P.C.  
Attorney Kevin Kilby (P68599)  
2075 West Big Beaver Road, Ste 750  
Troy, Michigan 48084  
(248) 502-4000  
kkilby@mcgrawmorris.com

**LICENSE OF 72 INCH MAIN**

**BY**

**CITY OF FLINT**

**TO**

**GREAT LAKES WATER AUTHORITY**

This License of 72 Inch Main (the "*License*") is made as of December 1, 2017 (the "*Dated Date*") by the City of Flint, a Michigan municipal corporation (the "*City*") to Great Lakes Water Authority, a Michigan municipal authority and public body corporate organized pursuant to the provisions of Act 233, Public Acts of Michigan, 1955, as amended ("*GLWA*");

**RECITALS:**

**WHEREAS**, the City and the Karegnondi Water Authority ("*KWA*") entered into a Raw Water Supply Contract, dated June 28, 2013, as amended through date hereof, including by that certain Second Addendum dated the date hereof.

**WHEREAS**, the City, KWA, GLWA, the Michigan Department of Environmental Quality and GCDC (collectively, the "*Parties*") are entering into a Master Agreement governing a number of inter-related transactions among the Parties described therein (the "*Master Agreement*") all effective as of the effective date defined therein (the "*Effective Date*"), including execution of a Water Service Contract between the City and GLWA (as the same may be amended or supplemented, the "*Flint Contract*");

**WHEREAS**, as of the Effective Date, the City owns and controls the 72 Inch Main described in greater detail in Exhibit A, attached hereto and incorporated herein by reference, (the "*72 Inch Main*");

**WHEREAS**, pursuant to the transactions contemplated by the Master Agreement, and under the Flint Contract, the City is to provide GLWA with an exclusive license to the 72 Inch Main as described in greater detail therein;

**ACCORDINGLY**, for good and valuable consideration in accordance with the Master Agreement, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees as follows:

**Section 1.01 License of 72 Inch Main.** The City hereby grants to GLWA, at no additional charge, an exclusive license to use the 72 Inch Main to supply potable water. This license does not confer any rights to GCDC to tap new connections into 72 Inch Main to serve GLWA customers without the City's written approval, which shall not be unreasonably withheld. This license is granted for an initial term of thirty (30) years, subject to ten year renewals thereafter and shall, in any event, run concurrent with the terms of the Flint Contract.

**Section 1.02 Savings Clause.** If any provision of this License or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this License shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law. If any agreement or obligation contained in this License is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the City or GLWA, as the case may be, to the full extent permitted by law.

**Section 1.03 Agreement of Parties.** This License, the Irrevocable License of Essential Water Mains and Raw Water Rights (the "*Irrevocable License*"), and the Master Agreement contain the entire agreement between the parties thereto and all prior negotiations and agreements are merged into the agreement. Neither the City nor GLWA has made any representations except those expressly set forth in this License, the Irrevocable License, and the Master Agreement, and no rights or remedies are, or shall be, acquired by either party by implication or otherwise unless expressly set forth in this License, the Irrevocable License, and the Master Agreement.

**Section 1.04 Remedies and Governing Law.** The rights and remedies set forth in this License are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This License and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan.

*(Signature on Next Page)*

IN WITNESS WHEREOF, this License is duly and irrevocably granted by the City to GLWA as of the Effective Date.

CITY OF FLINT

By: Karen Weaver  
Dr. Karen Weaver  
Its: Mayor

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF GENESEE )

The foregoing instrument was acknowledged before me this 4 day of Dec, 2017, by Dr. Karen Weaver, Mayor of the City of Flint.

[Signature]  
Notary Public, State of Michigan  
Genesee County, Michigan  
Acting in the County of Genesee  
My commission expires: 2-14-21

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Exhibit A

Legal Description of 72 Inch Main

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See Attached.

CITY OF  
FLINT MICHIGAN

FLINT - DETROIT WATER SUPPLY

DIVISION A

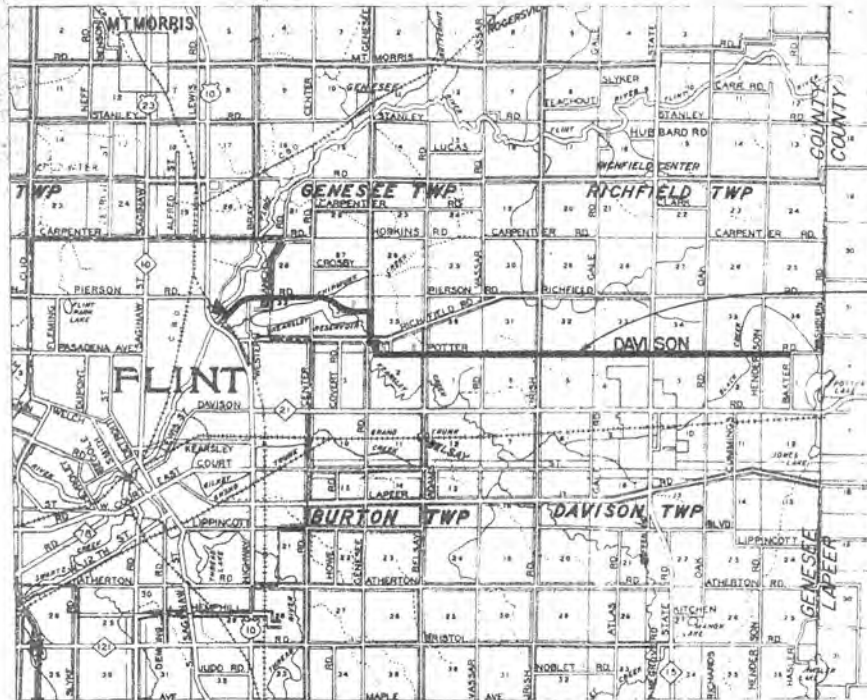
72" WATER SUPPLY PIPELINE

CONSNER TOWNSEND & ASSOCIATES

ENGINEERS

FLINT MICHIGAN





LOCATION MAP

DIVISION A  
PROPOSED 72-INCH FLINT-DETROIT  
WATER SUPPLY LINE

SYMBOL LEGEND OF EXISTING UTILITIES

PLAN	PROFILE	DESCRIPTION
		4-INCH MAIN LINE
		6-INCH MAIN LINE
		12-INCH MAIN LINE
		BLOW-OFF CHAMBER INCLUDING 12-1/2" PIPE AND 6" SILENT HEADPIPE
		VALVE
		LOW TIME

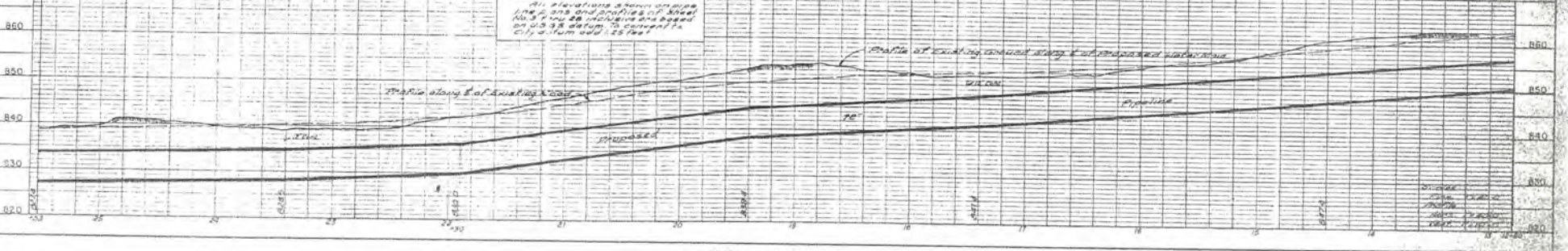
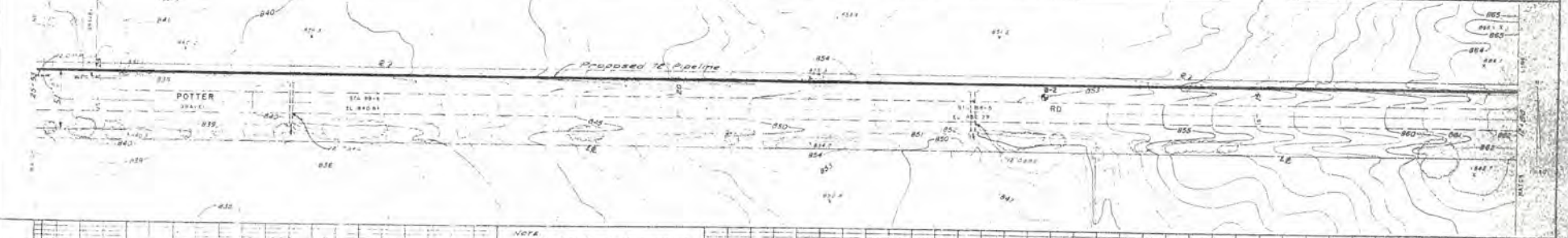
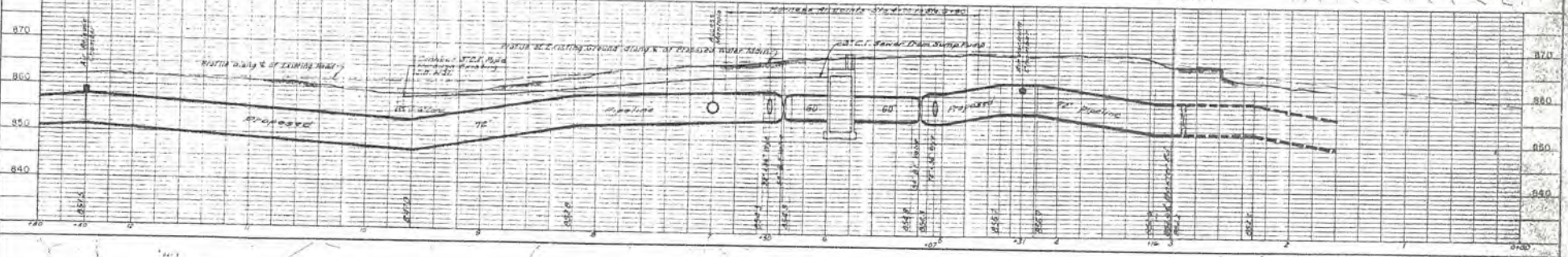
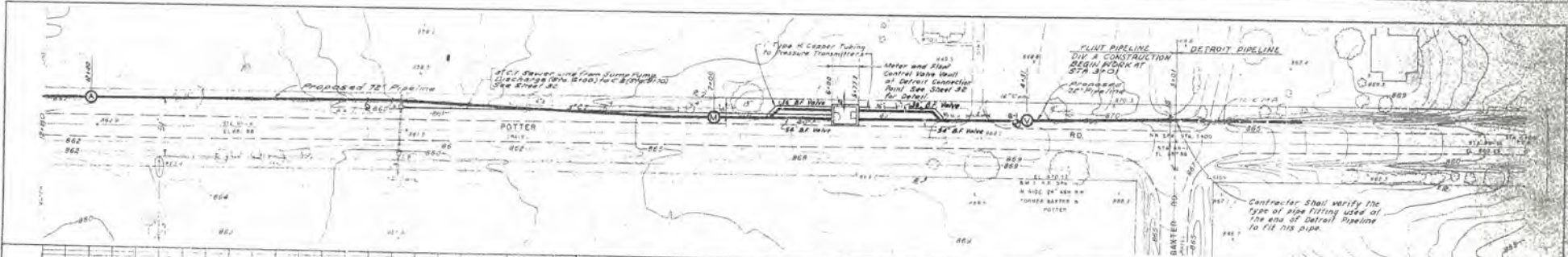
LEGEND OF EXISTING UTILITIES

	EXISTING WATER MAIN
	SEWER & MANHOLES
	GAS MAINS
	TELEPHONE CABLE OR CONDUIT
	WATER OR GAS VALVE
	HYDRANT
	UTILITY POLE
	CATCH BASIN

INDEX OF CONTRACT DRAWINGS	
SHEET NO.	DESCRIPTION
0	COVER SHEET
1	GENERAL LOCATION MAP & SHEET INDEX
2-28	PLAN & PROFILE
29	SITE PLAN AT EXISTING WATER TREATMENT PLANT
30	SITE PLAN AT EXISTING WATER TREATMENT PLANT
31	PROFILE AT EXISTING WATER TREATMENT PLANT
32	METER AND FLOW CONTROL VALVE VAULT AT DETROIT CONNECTION
33	FLUSH AND PRESSURE CONTROL VALVE HOUSINGS AT TREATMENT PLANT
34	FLUSH AND PRESSURE CONTROL VALVE HOUSINGS AT EXISTING NO. 2 WATER TREATMENT PLANT
35	CIRCULAR 18" PIPE AT EXISTING WATER TREATMENT PLANT
36	EXISTING PIPE TAPPING AND EXISTING VALVE LOCATION OF PROPOSED DISTRIBUTION SYSTEM
37	PIPELINE DETAILS
38	PIPELINE DETAILS
39	12" RELEASE, BLOWOFF VALVE & OTHER TAPABLE CHAMBERS
40	PIPE ORIFICE & ANCHOR SLOTTED
41	LAYOUT DETAILS OF APPURTENANCES
42	MISCELLANEOUS DETAILS
43	ELECTRICAL DETAILS

NOTES:  
1. ALL ELEVATIONS SHOWN ON PIPELINE PROFILE ARE INVERT ELEVATIONS.  
2. BORING LOCATIONS ON DRAWINGS ARE INDICATED BY THIS SYMBOL

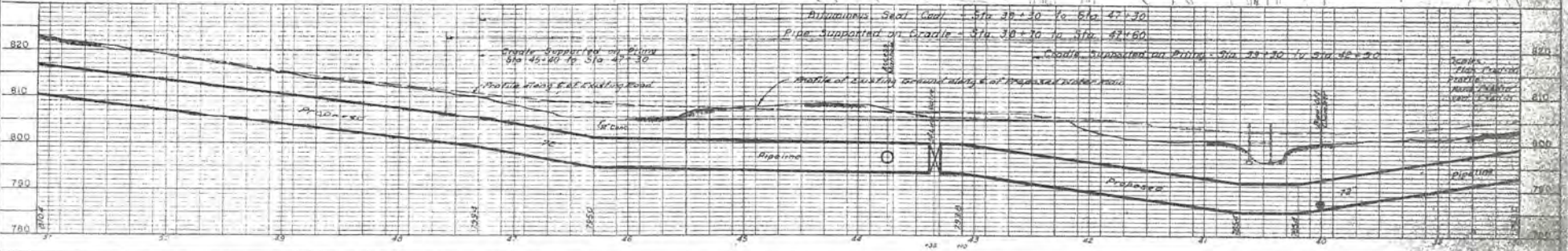
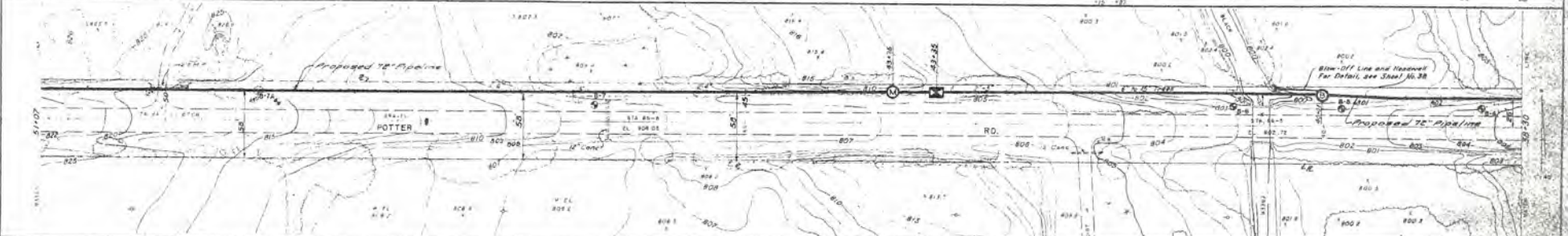
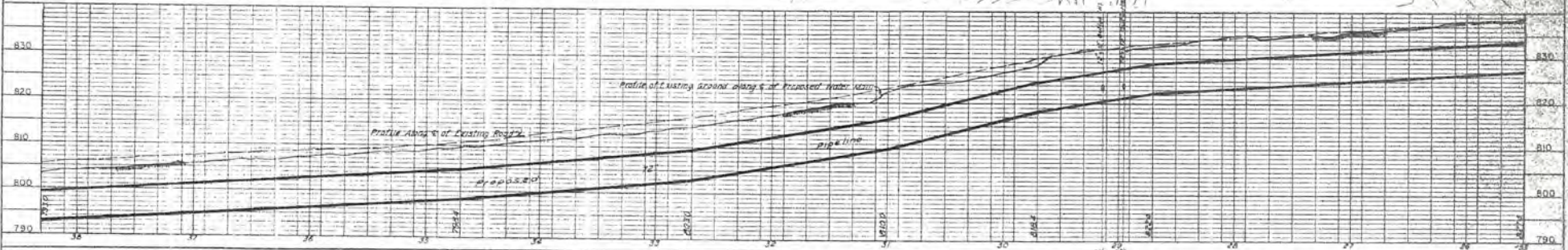
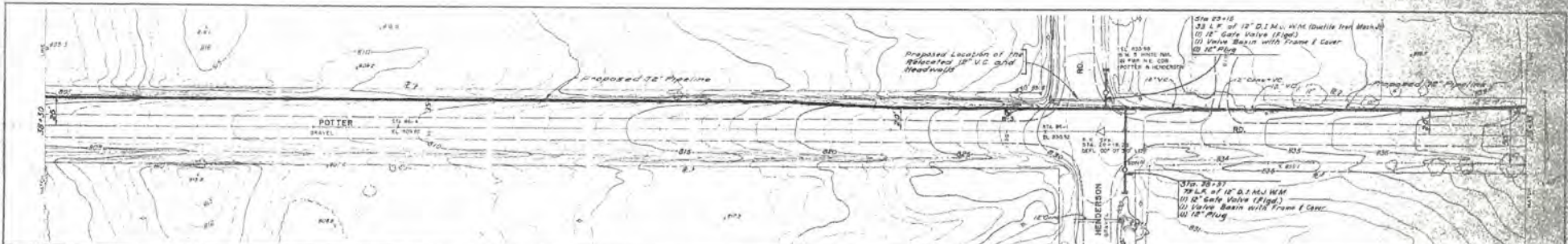
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	APPROVED	CHECKED
PROFILE	DATE	BY
	APPROVED	CHECKED



PROFILE	DATE	BY
	APPROVED	CHECKED

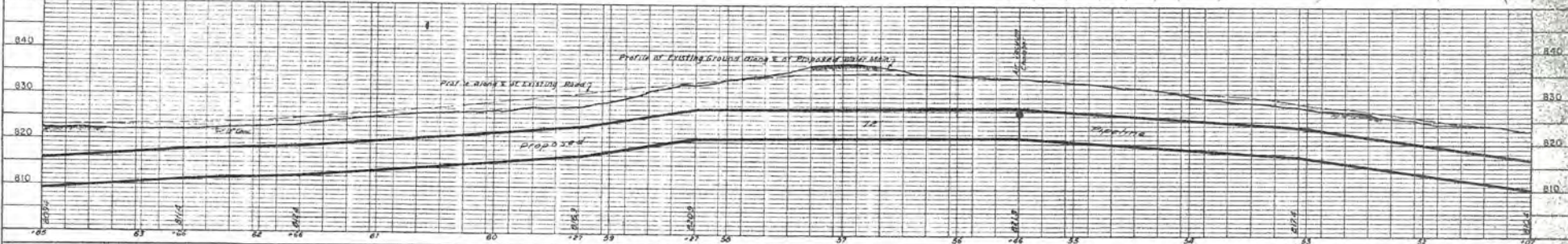
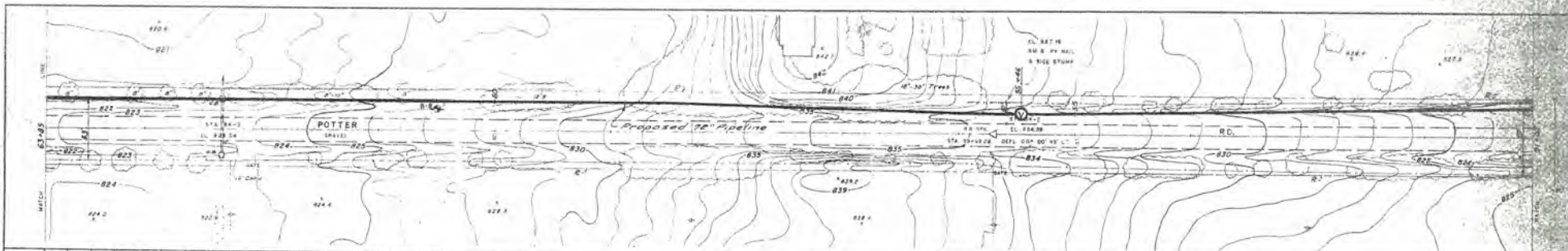
PLATE 3 PLAN PROFILE & P.W. SHOWN  
 DRAWN BY: [illegible] DATE: [illegible]

DATE	
BY	
CHECKED	
APPROVED	
PROJECT	
LOCATION	
SCALE	
PROJECT NO.	
SHEET NO.	
TOTAL SHEETS	
DATE	



DATE	
BY	
CHECKED	
APPROVED	
PROJECT	
LOCATION	
SCALE	
PROJECT NO.	
SHEET NO.	
TOTAL SHEETS	
DATE	

DATE	
SCALE	AS SHOWN
PROJECT	POTTER GRAVEL
BY	
CHECKED	
APPROVED	



DATE	
SCALE	AS SHOWN
PROJECT	POTTER GRAVEL
BY	
CHECKED	
APPROVED	

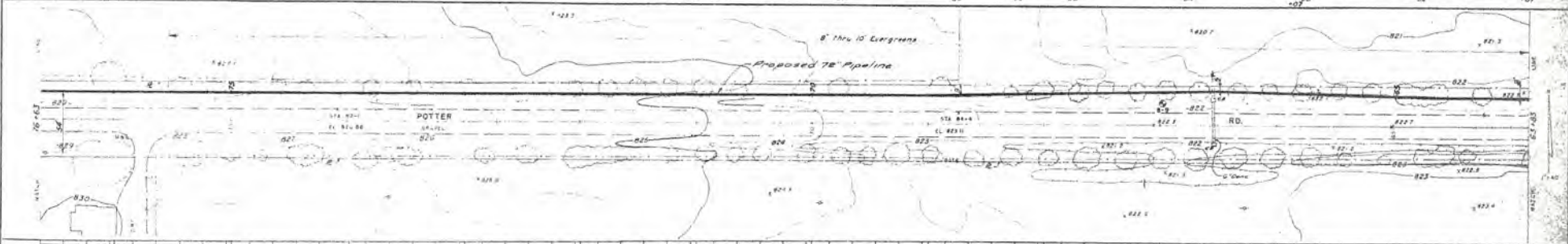
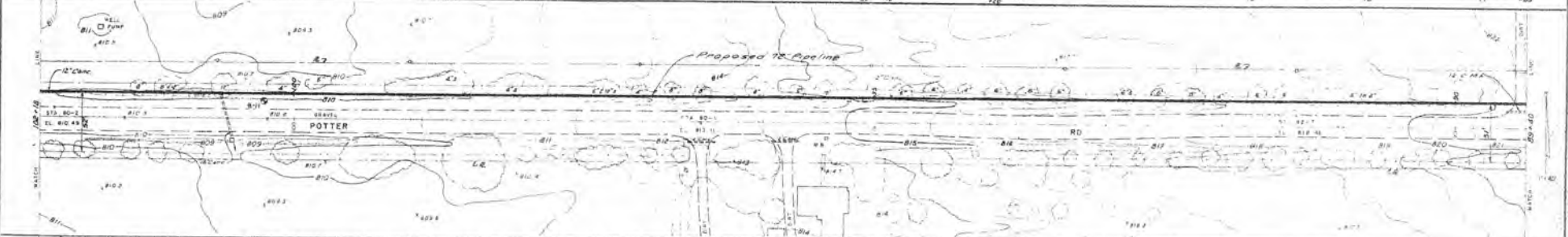
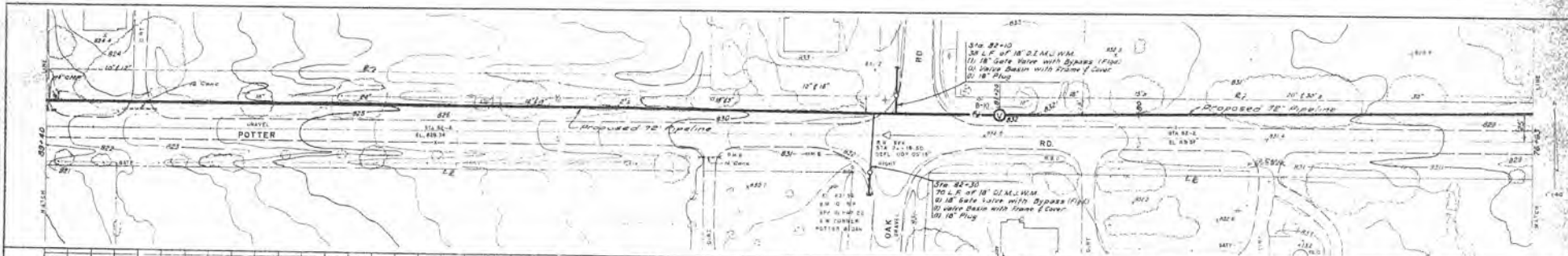


PLATE & PLAN PROFILE & P. R. BLOOMER  
 ENGINEER

PLAN
UNIVERSITY
PROPERTY
BOUNDARY
ANNUAL
TEXT BOOK
OF THE DISTRICT
NO.

PROFILE
UNIVERSITY
PROPERTY
BOUNDARY
ANNUAL
TEXT BOOK
OF THE DISTRICT
NO.



PLAN	DATE	BY
PROPERTY		
APPROVED		
DATE		
BY		

PROFILE	DATE	BY
PROPERTY		
APPROVED		
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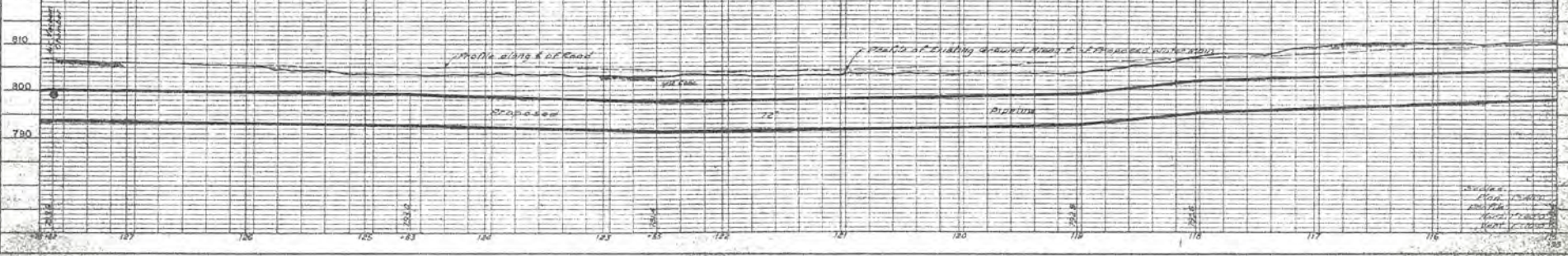
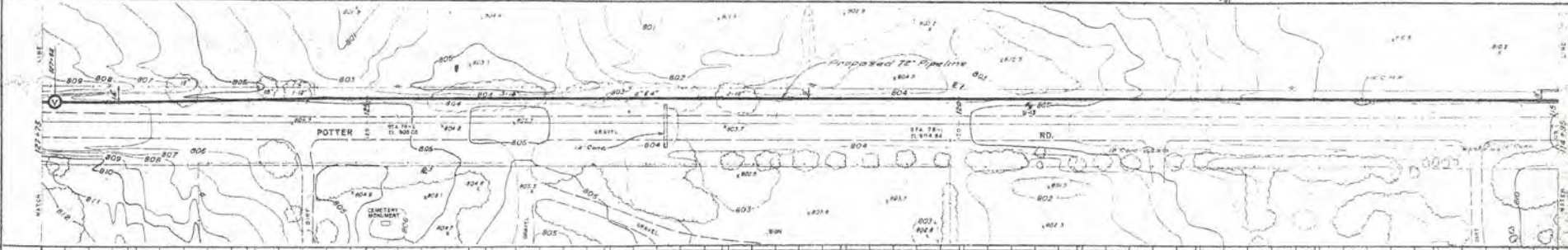
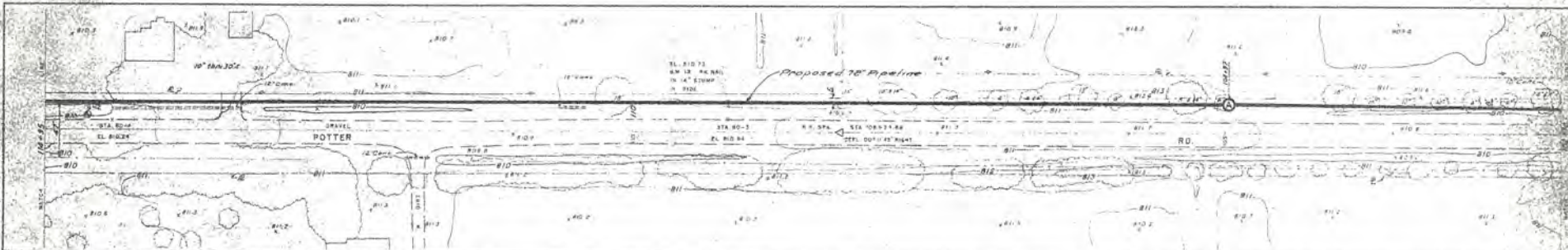
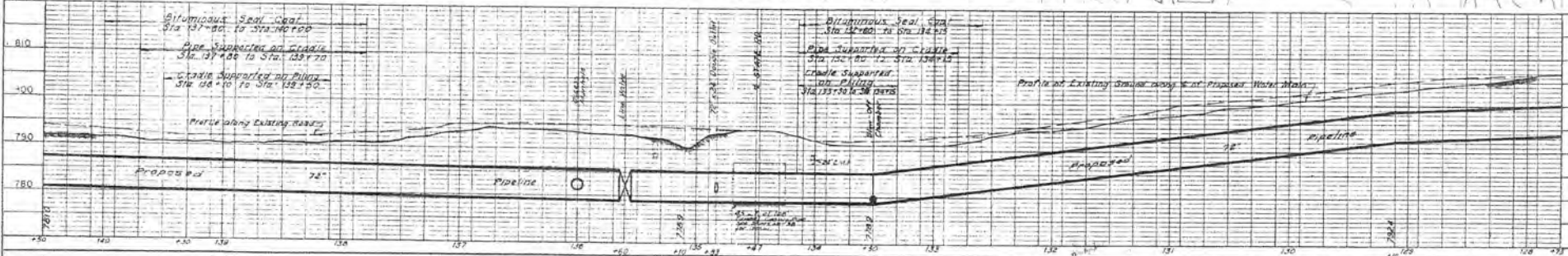
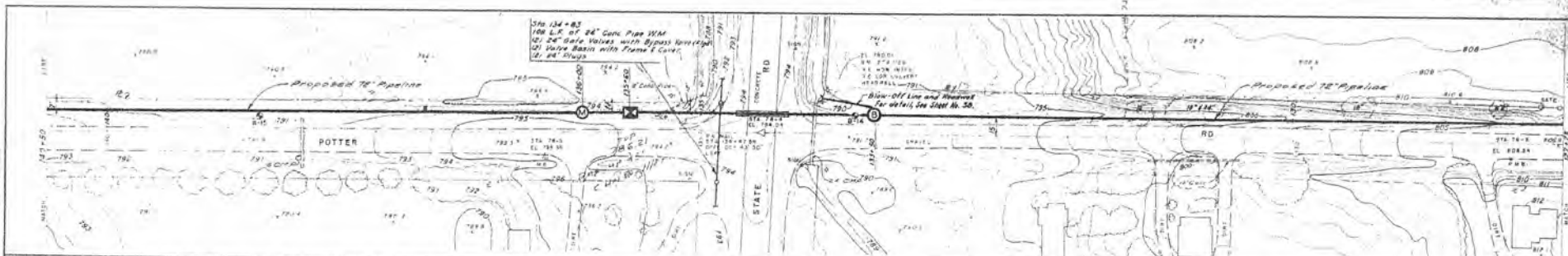


PLATE 2 PLAN PROFILE & P & S STANDARD  
FROM SURVEY OF 1924, 1925, 1926

DATE	
BY	
CHECKED	
DESIGNED	
IN CHARGE	
PROJECT	
NO.	



DATE	
BY	
CHECKED	
DESIGNED	
IN CHARGE	
PROJECT	
NO.	

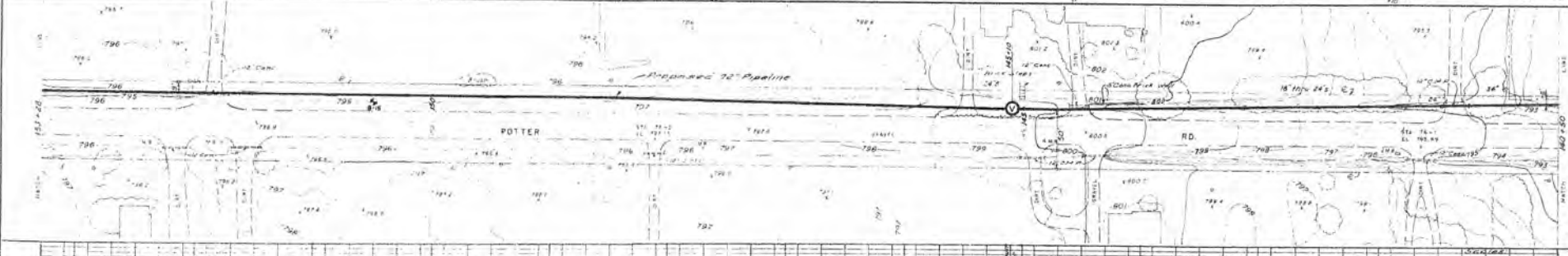


PLATE 2 PLAN, PROFILE & P. & M. SHEET NO. 8 OF 43



**Dr. Karen W. Weaver**  
Mayor

**CITY OF FLINT, MICHIGAN**  
**Department of Finance**

**Steve Branch**  
Interim City Administrator

**Hughey Newsome,**  
Interim Chief Financial  
Officer

**Dawn Steele**  
Deputy Finance Director

**DATE:** November 27, 2017

**TO:** Eric Cline, Department Manager  
Michigan Department of Treasury  
Local Government Financial Services Division  
Fiscal Responsibility Section

**FROM:** Hughey Newsome, Interim Chief Financial Officer

**RE:** Budget to Actual Revenue and Expenditure Report – October 2017

Please find attached the Budget to Actual Revenue and Expenditure Report and Cash and Investment Summary for the period ending October 31, 2017 for your review and submission to the RTAB per Emergency Manager Order 20.

Please note that the reporting includes the City's fiscal year end June 30, 2017 along with the October 31, 2017 financial information. The June 30, 2017 activity shown in the attached report is unaudited and subject to change as City staff continues to work on posting annual transactions associated with closing the fiscal year. For example, the following transactions are inherent to this process and will impact year-end balances once recorded: accounts receivable and accounts payable accruals, and budgeted use of fund balance.

The City's annual audit commenced October 16 and the Finance Department is waiting to receive the Draft Financial Statements for June 30, 2017 from Yeo & Yeo, our external auditing firm. As required by Public Act 2 of 1968 as amended and City Ordinance #3855, audited financial statements for the fiscal year ending June 30, 2017 will be available no later than December 31, 2017.

All 6/30/2017 operating funds and fund balances are in compliance with PA 2 of 1968 as amended as well as operating fund cash balances with the exception of the City's Grant Fund (274). The City is in the process of requesting reimbursement from the



federal and state governments for expenses incurred but not yet reimbursed within this operating funds.

As a reminder, YTD Balance reflects actual activity recorded as of November 20, 2017 for the period ending June 30, 2017. Invoices and purchases incurred for the period ending June 30, 2017 but not entered as of November 20 will increase actual activity amounts recorded. Available Balance is the difference between total budgeted amounts and actual activity shown in the YTD Balance column. Similarly, % BDGT Used represents the percentage of budget represented by the YTD Balances. Although the fiscal year ended June 30, 2017, as stated above the city continues posting annual transactions associated with closing the fiscal year.

All ending fund balances as of June 30, 2017 are in compliance with the City's Fund Balance Policy except the Water Fund. The Fund Balance in the Water Fund in accordance with the Fund Balance Policy should be 25% of actual expenditures. As of June 30, 2017 the Fund Balance was only 23% of actual expenditures. The city continues to monitor the water fund and the collection of revenues closely with the water fund currently supporting two water sources (KWA bond payment and the GLWA monthly payment for the purchase of water).

Please let me know if any additional information is necessary or if you have any questions.

**CITY OF FLINT  
BUDGET TO ACTUAL REVENUE AND EXPENDITURE REPORT  
FOR THE PERIOD ENDING OCTOBER 31, 2017**

ACCOUNT	2016-17	YTD BALANCE	2017-18	2017-18	Available Balance*	% BDGT USED
	AMENDED BUDGET	6/30/17	AMENDED BUDGET	YTD BALANCE 10/31/17		
<b>Fund 101 - General Fund</b>						
Property Taxes	4,400,000	4,759,236	4,591,469	4,728,502	-137,033	102.98
Special assessment taxes	0	0	0	15,969	-15,969	100.00
Income taxes	14,535,783	15,644,292	15,810,780	3,461,921	12,348,859	21.90
Interest and dividend income	235,000	282,176	440,923	17,186	423,737	3.90
State revenues	18,417,032	18,802,417	18,596,242	3,517,680	15,078,562	18.92
Charges for service rendered	7,724,432	7,724,263	9,428,591	3,308,609	6,119,982	35.09
Other revenues	441,347	435,910	253,895	44,728	209,167	17.62
Drawings from fund balance	-1,000,000	0	0	0	0	0.00
Fines and forfeitures	226,500	288,387	331,397	21,888	309,509	6.60
License and Permits	1,145,531	1,089,164	1,200,000	5,143	1,194,858	0.43
Judgement Levy	50,000	50,000	50,000	0	50,000	0.00
Transfers in	3,777,998	3,777,998	2,660,274	886,758	1,773,516	33.33
<b>TOTAL REVENUES</b>	<b>49,953,623</b>	<b>52,853,844</b>	<b>53,363,571</b>	<b>16,008,384</b>	<b>37,355,187</b>	<b>30.00</b>
Legislative	772,052	682,381	756,853	167,795	589,058	22.17
Judicial	829,681	829,681	858,955	0	858,955	0.00
General government	16,665,495	14,910,316	16,562,075	4,622,101	11,939,974	27.91
Police	19,558,717	18,291,758	22,091,612	6,655,766	15,435,846	30.13
Emergency dispatch	88,622	88,622	0	0	0	0.00
Fire	9,645,734	8,868,825	9,184,063	2,862,163	6,321,900	31.16
Facilities and Maintenance	1,480,309	1,231,552	1,465,435	343,490	1,121,945	23.44
Community development	832,524	670,522	1,056,520	267,802	788,718	25.35
Transfers out	80,489	80,489	15,641	5,214	10,427	33.33
<b>TOTAL EXPENDITURES</b>	<b>49,953,623</b>	<b>45,654,147</b>	<b>51,991,154</b>	<b>14,924,329</b>	<b>37,066,825</b>	<b>20.16</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>7,199,697</b>	<b>1,372,417</b>	<b>1,084,055</b>	<b>288,362</b>	
BEG. FUND BALANCE	9,774,094	9,774,094	16,973,791	16,973,791		
FUND BALANCE ADJUSTMENTS						
CONTRIBUTION TO FUND BALANCE						
END FUND BALANCE	9,774,094	16,973,791	18,346,208	18,057,846		
FUND BALANCE AS % OF EXPENDITURES - ACTUAL	20%	34%	35%			
FUND BALANCE AS % OF EXPENDITURES - POLICY	15%	15%	15%			
DESIGNATED RESERVE PER POLICY (15%)	7,493,043	7,493,043	7,798,673			
VARIANCE ACTUAL TO POLICY	2,281,051	9,480,748	10,547,535			

\*Available balance for revenue = amount to be collected & Available balance for expenditure = balance available to spend per the budget

**CITY OF FLINT  
BUDGET TO ACTUAL REVENUE AND EXPENDITURE REPORT  
FOR THE PERIOD ENDING OCTOBER 31, 2017**

ACCOUNT	2016-17	YTD BALANCE	2017-18	2017-18	Available Balance*	% BODGT USED
	AMENDED BUDGET	6/30/17	AMENDED BUDGET	YTD BALANCE 10/31/17		
<b>Fund 202 - Major Street Fund</b>						
State revenues	9,212,166	8,442,708	9,544,785	1,883,399	7,661,386	19.73
Charges for service rendered	37,466	43,035	981,186	20,571	960,615	2.10
Other revenues	199,168	67,421	253,750	24,950	228,800	9.83
License and Permits	0	1,400	0	0	0	0.00
Interest and dividend income	0	26,062	0	0	0	0.00
Federal revenues	0	0	-49,388	0	-49,388	0.00
Local grants	0	17,756	0	0	0	0.00
Drawings from fund balance	0	0	150,150	0	150,150	0.00
<b>TOTAL REVENUES</b>	<b>9,448,800</b>	<b>8,598,382</b>	<b>10,880,483</b>	<b>1,928,920</b>	<b>8,951,563</b>	<b>17.73</b>
General government	2,415,661	2,356,422	1,563,109	521,036	1,042,073	33.33
Transfers out	500,000	500,000	1,483,965	494,655	989,310	33.33
Transportation	6,300,812	4,190,515	6,589,142	1,471,856	5,117,286	22.34
Utilities	5,580	5,580	897,300	19,835	877,465	2.21
Debt services - interest	7,447	7,447	6,891	7,447	-556	108.07
Debt services - principal	111,175	111,173	111,731	111,173	558	99.50
<b>TOTAL EXPENDITURES</b>	<b>9,340,675</b>	<b>7,171,137</b>	<b>10,652,138</b>	<b>2,626,002</b>	<b>8,026,136</b>	<b>24.65</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>108,125</b>	<b>1,427,245</b>	<b>228,345</b>	<b>-697,082</b>	<b>925,427</b>	
BEG. FUND BALANCE	7,078,072	7,078,072	8,505,317	8,505,317		
END FUND BALANCE	7,186,197	8,505,317	8,733,662	7,808,235		
FUND BALANCE AS % OF REVENUES - ACTUAL	76%	99%	80%			
FUND BALANCE AS % OF REVENUES - POLICY	15%	15%	15%			
DESIGNATED RESERVE PER POLICY (15%)	1,417,320	1,417,320	1,632,073			
VARIANCE ACTUAL TO POLICY	5,768,877	7,087,997	7,101,590			

**CITY OF FLINT  
BUDGET TO ACTUAL REVENUE AND EXPENDITURE REPORT  
FOR THE PERIOD ENDING OCTOBER 31, 2017**

ACCOUNT	2016-17	YTD BALANCE	2017-18	2017-18	Available Balance*	% BDGT USED
	AMENDED BUDGET	6/30/17	AMENDED BUDGET	YTD BALANCE 10/31/17		
<b>Fund 203 - Local Street Fund</b>						
State revenues	3,168,592	2,354,028	2,658,853	489,287	2,169,566	18.40
Charges for service rendered	332,104	332,104	3,625,200	0	3,625,200	0.00
Other revenues	682,444	547,444	304,750	562	304,188	0.18
Interest and dividend income	0	8,374	0	0	0	0.00
Transfers in	500,000	500,000	1,483,965	494,655	989,310	33.33
Drawings from fund balance	586,259	0	0	0	0	0.00
<b>TOTAL REVENUES</b>	<b>5,269,399</b>	<b>3,741,951</b>	<b>8,072,768</b>	<b>984,504</b>	<b>7,088,264</b>	<b>12.20</b>
<b>Fund 203 - Local Street Fund</b>						
General government	1,700,405	1,656,866	1,082,141	360,714	721,427	33.33
Transportation	3,236,890	1,830,700	3,155,291	1,119,400	2,035,891	35.48
Utilities	332,104	332,104	3,589,200	105,301	3,483,899	2.93
<b>TOTAL EXPENDITURES</b>	<b>5,269,399</b>	<b>3,819,669</b>	<b>7,826,632</b>	<b>1,585,415</b>	<b>6,241,217</b>	<b>20.26</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>-77,718</b>	<b>246,136</b>	<b>-600,911</b>	<b>847,047</b>	
BEG. FUND BALANCE	2,961,165	2,961,165	2,883,447	2,883,447		
END FUND BALANCE	2,374,906	2,883,447	3,129,583	2,282,536		
FUND BALANCE AS % OF REVENUES - ACTUAL	51%	62%	39%			
FUND BALANCE AS % OF REVENUES - POLICY	15%	15%	15%			
DESIGNATED RESERVE PER POLICY (15%)	702,471	702,471	1,210,915			
VARIANCE ACTUAL TO POLICY	1,672,435	2,180,976	1,918,667			

**CITY OF FLINT**  
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ACCOUNT	2016-17	YTD BALANCE	2017-18	2017-18	Available	% BDGT
	AMENDED BUDGET	6/30/17	AMENDED BUDGET	YTD BALANCE		
				10/31/17	Balance*	USED
<b>Fund 205 - Public Safety</b>						
Property Taxes	3,490,453	3,948,192	3,673,176	3,946,369	-273,193	107.44
Interest and dividend income	0	14,903	0	0	0	0.00
State revenues	144,000	545,667	326,406	0	326,406	0.00
Charges for service rendered	0	14,109	0	11,117	-11,117	100.00
Drawings from fund balance	2,553,108	0	0	0	0	0.00
<b>TOTAL REVENUES</b>	<b>6,187,561</b>	<b>4,522,871</b>	<b>3,999,582</b>	<b>3,957,486</b>	<b>42,096</b>	<b>98.95</b>
Police	3,008,145	1,733,154	2,454,471	780,639	1,673,832	31.80
Fire	3,179,416	3,012,569	2,678,430	777,901	1,900,529	29.04
<b>TOTAL EXPENDITURES</b>	<b>6,187,561</b>	<b>4,745,723</b>	<b>5,132,901</b>	<b>1,558,541</b>	<b>3,574,360</b>	<b>30.36</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>-222,852</b>	<b>-1,133,319</b>	<b>2,398,945</b>	<b>-3,532,264</b>	
BEG. FUND BALANCE	4,088,656	4,088,656	3,865,804	3,865,804		
END FUND BALANCE	1,535,548	3,865,804	2,732,485	6,264,749		
FUND BALANCE AS % OF REVENUES - ACTUAL	42%	85%	68%			
FUND BALANCE AS % OF REVENUES - POLICY	10%	10%	10%			
DESIGNATED RESERVE PER POLICY (10%)	363,445	452,287	399,958			
VARIANCE ACTUAL TO POLICY	1,172,103	3,413,517	2,332,526			
<b>Fund 207 - Police Fund</b>						
Property Taxes	1,163,484	1,320,221	1,224,392	1,318,253	-93,861	107.67
Interest and dividend income	0	3,631	0	0	0	0.00
State revenues	48,000	181,888	108,802	0	108,802	0.00
<b>TOTAL REVENUES</b>	<b>1,211,484</b>	<b>1,505,741</b>	<b>1,333,194</b>	<b>1,318,253</b>	<b>14,941</b>	<b>98.88</b>
Fund 207 - Police Fund						
Police	978,470	784,572	1,231,035	377,174	853,861	30.64
<b>TOTAL EXPENDITURES</b>	<b>978,470</b>	<b>784,572</b>	<b>1,231,035</b>	<b>377,174</b>	<b>853,861</b>	<b>30.64</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>233,014</b>	<b>721,168</b>	<b>102,159</b>	<b>941,080</b>	<b>-838,921</b>	
BEG. FUND BALANCE	211,916	211,916	933,084	933,084		
END FUND BALANCE	444,930	933,084	1,035,243	1,874,164		
FUND BALANCE AS % OF REVENUES - ACTUAL	37%	62%	78%			
FUND BALANCE AS % OF REVENUES - POLICY	10%	10%	10%			
DESIGNATED RESERVE PER POLICY (10%)	121,148	121,148	133,319			
VARIANCE ACTUAL TO POLICY	323,782	811,936	901,924			

**CITY OF FLINT  
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ACCOUNT	2016-17 AMENDED BUDGET	YTD BALANCE 6/30/17	2017-18 AMENDED BUDGET	2017-18 YTD BALANCE 10/31/17	Available Balance*	% BDGT USED
<b>Fund 208 - Park/Recreation Fund</b>						
Property Taxes	315,000	329,177	306,098	328,751	-22,653	107.40
Interest and dividend income	0	876	0	0	0	0.00
Other revenues	1,500	5,042	1,500	350	1,150	21.00
Transfers in	64,848	64,848	0	0	0	0.00
<b>TOTAL REVENUES</b>	<b>381,348</b>	<b>399,943</b>	<b>307,598</b>	<b>329,101</b>	<b>-21,503</b>	<b>106.98</b>
Fund 208 - Park/Recreation Fund						
Community development	381,348	234,887	329,534	101,960	227,574	30.94
<b>TOTAL EXPENDITURES</b>	<b>381,348</b>	<b>234,887</b>	<b>329,534</b>	<b>101,960</b>	<b>227,574</b>	<b>30.94</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>165,056</b>	<b>-21,936</b>	<b>227,141</b>	<b>-249,077</b>	
BEG. FUND BALANCE	55,903	55,903	220,959	220,959		
END FUND BALANCE	55,903	220,959	199,023	448,100		
FUND BALANCE AS % OF REVENUES - ACTUAL	15%	55%	65%			
FUND BALANCE AS % OF REVENUES - POLICY	10%	10%	10%			
DESIGNATED RESERVE PER POLICY (10%)	38,135	38,135	30,760			
VARIANCE ACTUAL TO POLICY	17,768	182,824	168,263			
<b>Fund 219 - Street Light</b>						
Special assessment taxes	2,205,000	2,714,349	2,068,823	2,934,968	-866,145	141.87
Interest and dividend income	0	4,672	0	0	0	0.00
Other revenues	0	3,288	0	0	0	0.00
Drawings from fund balance	237,528	0	0	0	0	0.00
<b>TOTAL REVENUES</b>	<b>2,442,528</b>	<b>2,722,309</b>	<b>2,068,823</b>	<b>2,934,968</b>	<b>-866,145</b>	<b>141.87</b>
Fund 219 - Street Light						
General government	0	0	119,298	39,766	79,532	33.33
Transportation	2,442,528	2,264,896	2,337,702	589,033	1,748,669	25.20
<b>TOTAL EXPENDITURES</b>	<b>2,442,528</b>	<b>2,264,896</b>	<b>2,457,000</b>	<b>628,799</b>	<b>1,828,201</b>	<b>25.59</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>457,413</b>	<b>-388,177</b>	<b>2,306,169</b>	<b>-2,694,346</b>	
BEG. FUND BALANCE	463,875	463,875	921,288	921,288		
END FUND BALANCE	463,875	921,288	533,111	3,227,458		
FUND BALANCE AS % OF REVENUES - ACTUAL	21%	42%	26%			
FUND BALANCE AS % OF REVENUES - POLICY	15%	15%	15%			
DESIGNATED RESERVE PER POLICY (15%)	330,750	330,750	310,323			
VARIANCE ACTUAL TO POLICY	133,125	590,538	222,788			

**CITY OF FLINT  
BUDGET TO ACTUAL REVENUE AND EXPENDITURE REPORT  
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ACCOUNT	2016-17 AMENDED BUDGET	YTD BALANCE 6/30/17	2017-18 AMENDED BUDGET	2017-18 YTD BALANCE 10/31/17	Available Balance*	% BDGT USED
<b>Fund 226 - Rubbish Collection Fund</b>						
Property Taxes	4,400,000	4,959,273	3,923,927	5,300,974	-1,377,047	135.09
Interest and dividend income	0	5,194	0	0	0	0.00
Other revenues	0	8,374	0	0	0	0.00
Drawings from fund balance	213,210	0	0	0	0	0.00
License and Permits	1,500	1,460	1,500	620	880	41.33
<b>TOTAL REVENUES</b>	<b>4,614,710</b>	<b>4,974,301</b>	<b>3,925,427</b>	<b>5,301,594</b>	<b>-1,376,167</b>	<b>135.06</b>
General government	0	16,693	206,171	68,724	137,447	33.33
Transportation	60,000	5,000	0	0	0	0.00
Public works	4,554,710	4,148,678	3,920,656	1,281,411	2,639,245	32.68
<b>TOTAL EXPENDITURES</b>	<b>4,614,710</b>	<b>4,170,371</b>	<b>4,126,827</b>	<b>1,350,135</b>	<b>2,776,692</b>	<b>32.72</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>803,931</b>	<b>-201,400</b>	<b>3,951,459</b>	<b>-4,152,859</b>	
BEG. FUND BALANCE	48,315	48,315	852,246	852,246		
END FUND BALANCE	48,315	852,246	650,846	4,803,705		
FUND BALANCE AS % OF REVENUES - ACTUAL	1%	18%	17%			
FUND BALANCE AS % OF REVENUES - POLICY	15%	15%	15%			
DESIGNATED RESERVE PER POLICY (15%)	692,207	692,207	588,814			
VARIANCE ACTUAL TO POLICY	-643,892	160,039	62,032			
<b>Fund 265 - Drug Law Enforcement Fund</b>						
Interest and dividend income	0	4,234	0	0	0	0.00
Charges for services rendered	0	16,670	9,000	809	8,191	8.98
Other revenues	12,721	1,150	5,000	0	5,000	0.00
Drawings from fund balance	146,843	0	0	0	0	0.00
Fines and forfeitures	72,500	141,473	169,000	9,750	159,250	5.77
<b>TOTAL REVENUES</b>	<b>232,064</b>	<b>163,527</b>	<b>183,000</b>	<b>10,559</b>	<b>172,441</b>	<b>5.77</b>
Police	232,064	73,696	213,566	59,591	153,975	27.90
<b>TOTAL EXPENDITURES</b>	<b>232,064</b>	<b>73,696</b>	<b>213,566</b>	<b>59,591</b>	<b>153,975</b>	<b>27.90</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>89,830</b>	<b>-30,566</b>	<b>-49,033</b>	<b>18,467</b>	
BEG. FUND BALANCE	488,040	488,040	577,870	577,870		
END FUND BALANCE	341,197	577,870	547,304	528,838		
FUND BALANCE AS % OF EXPENDITURES - ACTUAL	147%	784%	256%			
FUND BALANCE AS % OF EXPENDITURES - POLICY	100%	100%	100%			
DESIGNATED RESERVE PER POLICY (100%)	232,064	232,064	213,566			
VARIANCE ACTUAL TO POLICY	109,133	345,806	333,738			

**CITY OF FLINT  
BUDGET TO ACTUAL REVENUE AND EXPENDITURE REPORT  
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ACCOUNT	2016-17 AMENDED BUDGET	YTD BALANCE 6/30/17	2017-18 AMENDED BUDGET	2017-18 YTD BALANCE 10/31/17	Available Balance*	% BDGT USED
<b>Fund 274 - HUD CDBG, ESG, &amp; HOME GRANTS</b>						
Federal revenues	13,017,689	4,458,316	8,833,265	616,603	8,216,662	6.98
Transfers in	0	1,045	0	0	0	0.00
<b>TOTAL REVENUES</b>	<b>13,017,689</b>	<b>4,459,361</b>	<b>8,833,265</b>	<b>616,603</b>	<b>8,216,662</b>	<b>6.98</b>
General government	137,981	72,994	66,706	30,580	36,125	45.84
Fire	2,918	0	2,918	0	2,918	0.00
Community development	11,090,182	3,467,714	7,121,710	532,648	6,589,062	7.48
Facilities and Maintenance	35,000	0	35,000	0	35,000	0.00
Public works	2,531	2,496	34	0	34	0.00
Building Inspections	786,134	415,291	370,844	149,707	221,136	40.37
<b>TOTAL EXPENDITURES</b>	<b>12,054,746</b>	<b>3,958,495</b>	<b>7,597,212</b>	<b>712,936</b>	<b>6,884,277</b>	<b>9.38</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>962,943</b>	<b>500,866</b>	<b>1,236,053</b>	<b>-96,333</b>	<b>1,332,385</b>	
<b>Fund 296 - Other Grants Fund</b>						
State revenues	1,663,946	645,660	1,206,823	0	1,206,823	0.00
Other revenues	0	0	-664	0	-664	0.00
Federal revenues	28,472,968	1,043,654	28,609,994	743,339	27,866,655	2.60
Local grants	2,381,233	646,434	1,617,154	635,357	981,797	39.29
<b>TOTAL REVENUES</b>	<b>32,518,148</b>	<b>2,335,748</b>	<b>31,433,308</b>	<b>1,378,696</b>	<b>30,054,611</b>	<b>4.39</b>
Fund 296 - Other Grants Fund						
General government	515,778	98,787	419,555	75,874	343,681	18.08
Police	3,422,691	574,355	2,813,369	104,080	2,709,289	3.70
Fire	4,039,549	575,634	3,463,915	416,372	3,047,543	12.02
Community development	3,360,890	801,547	3,657,837	239,632	3,418,205	6.29
Facilities and Maintenance	249,203	162,784	110,820	65,838	44,982	59.41
Transportation	21,829,861	1,582,782	20,247,078	0	20,247,078	0.00
Utilities	4,150	0	-93,640	0	-93,640	0.00
Public works	270	0	270	0	270	0.00
Building Inspections	8,131	2,776	161,959	0	161,959	0.00
<b>TOTAL EXPENDITURES</b>	<b>33,430,523</b>	<b>3,798,665</b>	<b>30,781,164</b>	<b>901,795</b>	<b>29,879,369</b>	<b>2.93</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>-912,375</b>	<b>-1,462,917</b>	<b>652,144</b>	<b>476,901</b>	<b>175,243</b>	



**CITY OF FLINT**  
**BUDGET TO ACTUAL REVENUE AND EXPENDITURE REPORT**  
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ACCOUNT	2016-17	YTD BALANCE	2017-18	2017-18	Available Balance*	% BDGT USED
	AMENDED BUDGET	6/30/17	AMENDED BUDGET	YTD BALANCE 10/31/17		
<b>Fund 402 - Public Improvement Fund</b>						
Property Taxes	1,454,356	1,644,708	1,530,490	1,642,297	-111,807	107.31
Interest and Dividend Income	0	4,760	8,000	0	8,000	0.00
Drawings from fund balance	925,033	0	0	0	0	0.00
<b>TOTAL REVENUES</b>	<b>2,379,389</b>	<b>1,649,468</b>	<b>1,538,490</b>	<b>1,642,297</b>	<b>-103,807</b>	<b>106.75</b>
Facilities and Maintenance	500,000	344,327	450,000	7,536	442,464	1.67
Transfers out	727,013	727,013	1,875,591	625,197	1,250,394	33.33
Debt services - Interest	522,376	522,376	0	0	0	100.00
Debt services - principal	630,000	630,000	0	0	0	100.00
<b>TOTAL EXPENDITURES</b>	<b>2,379,389</b>	<b>2,223,716</b>	<b>2,325,591</b>	<b>632,733</b>	<b>1,692,858</b>	<b>45.05</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>-574,248</b>	<b>-787,101</b>	<b>1,009,564</b>	<b>-1,796,665</b>	
BEG. FUND BALANCE	7,945,029	7,945,029	7,370,781	7,370,781		
END FUND BALANCE	7,945,029	7,370,781	6,583,680	8,380,345		
FUND BALANCE AS % OF EXPENDITURES - ACTUAL	N/A	N/A	N/A			
FUND BALANCE AS % OF EXPENDITURES - POLICY	N/A	N/A	N/A			
DESIGNATED RESERVE PER POLICY			2,928,267			
VARIANCE ACTUAL TO POLICY			3,655,413			
<b>Fund 542 - Building Inspection Fund</b>						
Charges for service rendered	0	31,625	30,000	11,319	18,681	37.73
Interest and Dividend Income	0	13,159	25,000	438	24,562	1.75
Drawings from fund balance	515,272	0	0	0	0	0.00
License and Permits	1,865,000	2,158,372	1,890,000	439,730	1,450,270	23.27
<b>TOTAL REVENUES</b>	<b>2,380,272</b>	<b>2,203,156</b>	<b>1,945,000</b>	<b>451,487</b>	<b>1,493,513</b>	<b>23.21</b>
General government	1,192,241	1,161,141	658,634	219,545	439,089	33.33
Building inspections	1,188,031	728,867	1,360,757	307,539	1,053,218	22.60
<b>TOTAL EXPENDITURES</b>	<b>2,380,272</b>	<b>1,890,008</b>	<b>2,019,391</b>	<b>527,084</b>	<b>1,492,307</b>	<b>26.10</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>0</b>	<b>313,148</b>	<b>-74,391</b>	<b>-75,597</b>	<b>1,206</b>	
BEG. FUND BALANCE	3,059,304	3,059,304	3,372,452	3,372,452		
END FUND BALANCE	2,544,032	3,372,452	3,298,061	3,296,855		
FUND BALANCE AS % OF REVENUES - ACTUAL	136%	181%	177%			
FUND BALANCE AS % OF REVENUES - POLICY	15%	15%	15%			
DESIGNATED RESERVE PER POLICY (15%)	279,750	279,750	291,750			
VARIANCE ACTUAL TO POLICY	2,264,282	3,092,702	3,006,311			

**CITY OF FLINT  
BUDGET TO ACTUAL REVENUE AND EXPENDITURE REPORT  
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ACCOUNT	2016-17	YTD BALANCE	2017-18	2017-18	Available Balance*	% BDGT USED
	AMENDED BUDGET	6/30/17	AMENDED BUDGET	YTD BALANCE 10/31/17		
<b>Fund 590 - Sewer Fund</b>						
Charges for service rendered	28,944,196	29,762,770	33,245,962	9,230,312	24,015,650	27.76
State revenues	2,000,000	287,808	1,712,192	0	1,712,192	0.00
Interest and dividend income	0	70,104	0	0	0	0.00
Other revenues	216,501	221,992	10,000	10,592	-592	105.92
License and Permits	31,000	309,577	15,000	3,775	11,225	25.17
Drawings from fund balance	4,660,422	0	0	0	0	0.00
Transfers in	0	55,445	0	0	0	0.00
Net increase in fair value of investment	0	120,899	117,000	72,548	44,452	62.01
<b>TOTAL REVENUES</b>	<b>35,852,119</b>	<b>30,828,594</b>	<b>35,100,154</b>	<b>9,317,227</b>	<b>25,782,927</b>	<b>26.54</b>
General government	7,958,266	7,846,459	5,869,320	1,956,440	3,912,880	33.33
Transfers out	1,860,000	1,860,000	960,848	320,283	640,565	33.33
Utilities	22,412,799	22,388,140	25,066,754	4,378,642	20,688,111	17.47
Debt services - Interest	108	90	0	0	0	0.00
Debt services - principal	5,445	4,376	0	0	0	0.00
Public works	3,400,000	1,162,157	4,320,952	265,102	4,055,850	6.14
<b>TOTAL EXPENDITURES</b>	<b>35,636,618</b>	<b>33,261,222</b>	<b>36,217,873</b>	<b>6,920,466</b>	<b>29,297,407</b>	<b>19.11</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>215,501</b>	<b>-2,432,628</b>	<b>-1,117,719</b>	<b>2,396,761</b>	<b>-3,514,480</b>	
BEGINNING NET POSITION, AS RESTATED	39,838,537	39,838,537	37,405,909	37,405,909		
ENDING NET POSITION	35,393,616	37,405,909	36,288,190	39,802,670		
FUND BALANCE AS % OF EXPENDITURES - ACTUAL	99%	105%	100%			
FUND BALANCE AS % OF EXPENDITURES - POLICY	25%	25%	25%			
DESIGNATED RESERVE PER POLICY (25%)	8,909,155	8,909,155	9,054,468			
VARIANCE ACTUAL TO POLICY	26,484,461	28,496,755	27,233,722			

**CITY OF FLINT  
BUDGET TO ACTUAL REVENUE AND EXPENDITURE REPORT  
FOR THE PERIOD ENDING OCTOBER 31, 2017**

ACCOUNT	2016-17	YTD BALANCE	2017-18	2017-18	Available	% BDGT
	AMENDED BUDGET	6/30/17	AMENDED BUDGET	YTD BALANCE		
				10/31/17	Balance*	USED
<b>Fund 591 - Water Fund</b>						
Charges for service rendered	32,211,749	29,515,754	30,544,155	8,092,961	22,451,194	26.50
Other revenues	0	50,356	0	39,088	-39,088	100.00
Federal revenues	12,000,000	1,253,227	20,000,000	22,183	19,977,817	0.11
State revenues	34,838,477	18,821,341	17,764,028	4,726,110	13,037,918	26.60
Local grants	1,765,252	1,745,252	60,000	60,000	0	100.00
Drawings from fund balance	559,232	0	0	0	0	0.00
Fines and forfeitures	0	964	0	0	0	0.00
Interest and dividend income	0	30,938	0	0	0	0.00
Transfers in	0	154,887	0	0	0	0.00
Net increase in fair value of investment	0	140,793	117,000	79,749	37,251	68.16
Gain on sale of fixed assets	0	-490	0	0	0	0.00
<b>TOTAL REVENUES</b>	<b>81,374,710</b>	<b>51,713,022</b>	<b>68,485,183</b>	<b>13,020,090</b>	<b>55,465,093</b>	<b>19.01</b>
General government	7,751,456	7,655,749	5,783,534	1,927,845	3,855,689	33.33
Public works	0	-38,430	250,000	0	250,000	0.00
Utilities	72,393,254	38,334,091	76,726,562	22,181,252	54,545,309	28.91
Transfers out	1,130,000	1,130,000	911,428	303,809	607,619	33.33
<b>TOTAL EXPENDITURES</b>	<b>81,274,710</b>	<b>47,081,410</b>	<b>83,671,524</b>	<b>24,412,906</b>	<b>59,258,617</b>	<b>29.18</b>
<b>NET OF REVENUES/EXPENDITURES</b>	<b>100,000</b>	<b>4,631,612</b>	<b>-15,186,341</b>	<b>-11,392,816</b>	<b>-3,793,524</b>	
BEGINNING NET POSITION, AS RESTATED	13,885,517	13,885,517	18,517,129	18,517,129		
Other related fund net activity						
ENDING NET POSITION	13,426,285	18,517,129	3,330,789	7,124,313		
FUND BALANCE AS % OF EXPENDITURES - ACTUAL	17%	23%	4%			
FUND BALANCE AS % OF EXPENDITURES - POLICY	25%	25%	25%			
DESIGNATED RESERVE PER POLICY (25%)	20,318,678	20,318,678	20,917,881			
VARIANCE ACTUAL TO POLICY	-6,892,392	-1,801,548	-17,587,092			

11/20/2017

## CASH SUMMARY BY ACCOUNT FOR CITY OF FLINT

FROM 07/01/2017 TO 10/31/2017

FUND: 101 202 203 205 207 208 219 226 265 274 296 402 542 590 591

## CASH AND INVESTMENT ACCOUNTS

Fund		Beginning Balance	Ending Balance
Account	Description	07/01/2017	10/31/2017
<b>Fund 101 General Fund</b>			
001.000	Commercial Pooled Cash Account	13,142,021.90	16,888,561.24
001.450	Citizens - P/R Direct Deposit - 906-9766	(54,542.95)	(55,982.14)
004.000	Imprest Cash	9,300.35	9,300.35
004.100	Imprest Cash - Register	5,325.00	5,325.00
	General Fund	13,102,104.30	16,847,204.45
<b>Fund 202 Major Street Fund</b>			
001.000	Commercial Pooled Cash Account	7,169,702.90	7,895,565.24
<b>Fund 203 Local Street Fund</b>			
001.000	Commercial Pooled Cash Account	2,519,179.89	2,315,691.49
<b>Fund 205 Public Safety</b>			
001.000	Commercial Pooled Cash Account	4,066,847.00	5,021,774.93
<b>Fund 207 Police Fund</b>			
001.000	Commercial Pooled Cash Account	990,892.05	1,457,103.05
<b>Fund 208 Park/Recreation Fund</b>			
001.000	Commercial Pooled Cash Account	238,989.33	347,878.93
<b>Fund 219 Street Light</b>			
001.000	Commercial Pooled Cash Account	1,274,989.51	1,774,404.46
<b>Fund 226 Rubbish Collection Fund</b>			
001.000	Commercial Pooled Cash Account	1,417,455.25	2,701,068.63
<b>Fund 265 Drug Law Enforcement Fund</b>			
001.000	Commercial Pooled Cash Account	1,167,225.50	1,306,876.62

11/20/2017

## CASH SUMMARY BY ACCOUNT FOR CITY OF FLINT

FROM 07/01/2017 TO 10/31/2017

FUND: 101 202 203 205 207 208 219 226 265 274 296 402 542 590 591

## CASH AND INVESTMENT ACCOUNTS

Fund		Beginning Balance	Ending Balance
Account	Description	07/01/2017	10/31/2017
<b>Fund 274 HUD CDBG, ESG, &amp; HOME GRANTS</b>			
001.000	Commercial Pooled Cash Account	(404,920.29)	(869,654.72)
001.100	Bank - Urban Renewal - 230006018089	282,065.42	634,155.48
	HUD CDBG, ESG, & HOME GRANTS	(122,854.87)	(235,499.24)
<b>Fund 296 Other Grants Fund</b>			
001.000	Commercial Pooled Cash Account	(407,863.35)	(201,521.87)
<b>Fund 402 Public Improvement Fund</b>			
001.000	Commercial Pooled Cash Account	1,291,766.71	1,213,004.27
<b>Fund 542 Building Inspection Fund</b>			
001.000	Commercial Pooled Cash Account	3,392,437.17	3,297,699.54
004.000	Imprest Cash	50.00	50.00
	Building Inspection Fund	3,392,487.17	3,297,749.54
<b>Fund 590 Sewer Fund</b>			
001.000	Commercial Pooled Cash Account	19,108,963.44	18,287,897.30
003.000	Certificate Of Deposit	19,334,978.15	20,578,240.37
	Sewer Fund	38,443,941.59	38,866,137.67
<b>Fund 591 Water Fund</b>			
001.000	Commercial Pooled Cash Account	3,157,103.01	2,780,343.64
001.001	Cash Reserve	5,113,523.20	5,113,523.20
003.000	Certificate Of Deposit	18,913,521.94	13,249,341.43
	Water Fund	27,184,148.15	21,143,208.27
<b>TOTAL - ALL FUNDS</b>		<b>101,729,011.13</b>	<b>103,750,646.44</b>

11/20/2017

CASH SUMMARY BY ACCOUNT FOR CITY OF FLINT

FROM 10/01/2017 TO 10/31/2017

FUND: 101 202 203 205 207 208 219 226 265 274 296 402 542 590 591

CASH AND INVESTMENT ACCOUNTS

Fund		Beginning	Ending
Account	Description	Balance	Balance
		10/01/2017	10/31/2017
<b>Fund 101 General Fund</b>			
001.000	Commercial Pooled Cash Account	15,420,079	16,888,561
001.450	Citizens - P/R Direct Deposit - 906-9766	-55,658	-55,982
004.000	Imprest Cash	9,300	9,300
004.100	Imprest Cash - Register	5,325	5,325
	General Fund	15,379,047	16,847,204
<b>Fund 202 Major Street Fund</b>			
001.000	Commercial Pooled Cash Account	8,329,487	7,895,565
<b>Fund 203 Local Street Fund</b>			
001.000	Commercial Pooled Cash Account	2,673,947	2,315,691
<b>Fund 205 Public Safety</b>			
001.000	Commercial Pooled Cash Account	5,059,281	5,021,775
<b>Fund 207 Police Fund</b>			
001.000	Commercial Pooled Cash Account	1,441,025	1,457,103
<b>Fund 208 Park/Recreation Fund</b>			
001.000	Commercial Pooled Cash Account	355,715	347,879
<b>Fund 219 Street Light</b>			
001.000	Commercial Pooled Cash Account	1,798,694	1,774,404
<b>Fund 226 Rubbish Collection Fund</b>			
001.000	Commercial Pooled Cash Account	2,402,071	2,701,069
<b>Fund 265 Drug Law Enforcement Fund</b>			
001.000	Commercial Pooled Cash Account	1,317,603	1,306,877

11/20/2017

## CASH SUMMARY BY ACCOUNT FOR CITY OF FLINT

FROM 10/01/2017 TO 10/31/2017

FUND: 101 202 203 205 207 208 219 226 265 274 296 402 542 590 591

## CASH AND INVESTMENT ACCOUNTS

Fund		Beginning Balance	Ending Balance
Account	Description	10/01/2017	10/31/2017
Fund 274 HUD CDBG, ESG, & HOME GRANTS			
001.000	Commercial Pooled Cash Account	-673,534	-869,655
001.100	Bank - Urban Renewal - 230006018089	418,367	634,155
	HUD CDBG, ESG, & HOME GRANTS	-255,167	-235,499
Fund 296 Other Grants Fund			
001.000	Commercial Pooled Cash Account	-570,461	-201,522
Fund 402 Public Improvement Fund			
001.000	Commercial Pooled Cash Account	1,636,767	1,213,004
Fund 542 Building Inspection Fund			
001.000	Commercial Pooled Cash Account	3,329,961	3,297,700
004.000	Imprest Cash	50	50
	Building Inspection Fund	3,330,011	3,297,750
Fund 590 Sewer Fund			
001.000	Commercial Pooled Cash Account	17,674,142	18,287,897
003.000	Certificate Of Deposit	20,777,651	20,578,240
	Sewer Fund	38,451,793	38,866,138
Fund 591 Water Fund			
001.000	Commercial Pooled Cash Account	9,052,975	2,780,344
001.001	Cash Reserve	5,113,523	5,113,523
003.000	Certificate Of Deposit	13,559,130	13,249,341
	Water Fund	27,725,628	21,143,208
	TOTAL - ALL FUNDS	109,075,441	103,750,646

**City of Flint  
Receivership Transition Advisory Board  
2018 Meeting Schedule  
2:00 P.M.**

Flint City Hall  
Council Chambers  
1101 S. Saginaw Street  
Flint, MI 48502

January 10, 2018

February 14, 2018

March 14, 2018

April 11, 2018

May 9, 2018

June 13, 2018

July 11, 2018

August 8, 2018

September 12, 2018

October 10, 2018

November 14, 2018

December 12, 2018