

City of Flint
Receivership Transition Advisory Board Agenda

Monday – March 5, 2018
2:00 PM

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

I. CALL TO ORDER

- A. Roll Call
- B. Approval of Agenda
- C. Approval of RTAB Minutes of January 10, 2017 (attachment #1)

II. UNFINISHED BUSINESS

None

III. NEW BUSINESS

- A. Resolution #170552 (Budget Amendment to Transfer Funds to Monitor the Bray Road Dump Site in the Amount of \$225,000) (attachment #2)
- B. Resolution #170564 (Budget Amendment for C.S. Mott Grant #2017-01580 in the Amount of \$133,290) (attachment #3)
- C. Resolution #180009 (Budget Amendment to Transfer \$171,309.67 from 101 Fund Balance to 101-371.209 Expense Accounts) (attachment #4)
- D. Resolution #180032 (Budget Amendment to Transfer \$950,000 from 661 Fund Balance into Account #661-451.100-977.500) (attachment #5)
- E. Resolution #180033.1 (Gun Sale Revenue from Auctions and Appropriate into Police Restricted Accounts) (attachment #6)
- F. Resolution #180060 (Budget Amendment for W.K. Kellogg Foundation Grant #P0130654 in the Amount of \$2,957,800)

IV. PUBLIC COMMENT

V. ADJOURNMENT

1 CITY OF FLINT
2 RECEIVERSHIP TRANSITION ADVISORY BOARD MEETING
3 WEDNESDAY, JANUARY 10, 2018
4 2:00 p.m.

5
6 Meeting before the RTAB Board at Flint
7 City Hall, Flint, Michigan, on Wednesday, January 10,
8 2018.

9
10 BOARD MEMBERS PRESENT:

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

15 FROM THE CITY:

16 Mayor Karen Weaver
17 Councilman Santino J. Guerra

18 OTHERS PRESENT:

19 R. Eric Cline

20 REPORTED BY: Mona Storm, CSR# 4460
21
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25

1	MOTION INDEX	
2	MOTION	PAGE
3	Roll Call	3
	Approval of Agenda	3
4	Approval 12-20-17 minutes	4
5	UNFINISHED BUSINESS	
6	None	4
7	NEW BUSINESS:	
8	RTAB Resolution #2018-1, adopted	7
9	Public Comment, none	7
	Adjournment	11
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1 Flint, Michigan

2 Wednesday, January 10, 2018

3 2:10 p.m.

4 THE CHAIRPERSON: The meeting will be in
5 order, please. It's 2:09. Let the record reflect
6 that there is a quorum present. Mr. Ferguson and I
7 are here in person. On the phone participating are
8 Mr. Newman and Mr. Tarver.

9 Next item of business is the approval of
10 the agenda. Are there any additions to the agenda?

11 If not, without objection, the agenda will
12 be considered approved as circulated.

13 Next item of business would be the
14 approval of RTAB minutes of our December 20th
15 meeting. Those are Attachment 1. Are there any
16 corrections or additions to those proposed minutes?

17 If not, is there a motion that the minutes
18 be approved as submitted?

19 MR. FERGUSON: So move.

20 MR. NEWMAN: So move.

21 MR. TARVER: So move.

22 MR. FERGUSON: Support.

23 MR. TARVER: Second.

24 THE CHAIRPERSON: Motion's been made and
25 seconded several times.

1 Those in favor of the motion, please say
2 "aye".

3 BOARD MEMBERS: Aye.

4 THE CHAIRPERSON: Opposed?

5 Motion is adopted.

6 Next item of business, there is no
7 Unfinished Business.

8 New Business, there is proposed RTAB
9 Resolution 2018-1, which is Attachment 2. We will,
10 without objection, suspend the rules to have a
11 motion occur first and allow discussion to occur.

12 This proposed resolution would make a
13 recommendation to the State Treasurer that the final
14 EM order be repealed. That particular EM order did
15 several things, most significant of which, for our
16 purposes, required all City Council resolutions to
17 be approved first by the RTAB before taking effect.

18 Anyone who has followed our agendas over
19 the last year and a half or so would know that the
20 vast majority of the work that we have been
21 disposing of at RTAB meetings really have to do with
22 the resolutions proposed and approval by the City
23 Council for various reasons.

24 That EM order also established various
25 lanes of responsibility for the Mayor, for Council

1 and for the City Administrator, which were
2 appropriate back in April of 2015 when the order was
3 issued.

4 Given the progress the City has made, both
5 financially and operational since then, because of
6 the Mayor, because of the City Council and because
7 of various other city officials, now seemed an
8 appropriate time to revisit that EM order and to
9 decide whether or not it needs to remain in place.

10 If we approve the resolution today, we
11 will be making a recommendation to the State
12 Treasurer that it be repealed, we will not be
13 repealing the resolution ourselves. I want to make
14 that important distinction.

15 Under the Letter of Appointment the
16 Governor issued establishing this RTAB on
17 April 29th, 2015, one of the additional powers that
18 he assigned in this RTAB was the ability to
19 recommend to the State Treasurer modifications or
20 repeal of existing EM orders. So that would be in
21 this particular vein this afternoon.

22 One other caveat, before I open up the
23 discussion or questions by our RTAB members, it's
24 important to note what this resolution would not do.

25 This resolution would not affect any

1 statutory authority that the RTAB has. And so, if
2 you review Section 23 of PA 436 of 2012, that lays
3 out the various responsibilities and duties that a
4 RTAB has by statute, such as approving the budget,
5 approving collective bargaining agreements. None of
6 those statutory powers would be affected by this
7 proposed order, if it's approved this afternoon.

8 So, with that as a preface, gentlemen,
9 Mr. Ferguson, Mr. Tarver and Mr. Newman, do any of
10 you have any questions or observations before I ask
11 for a motion regarding this particular proposed
12 resolution?

13 MR. TARVER: I have no questions.

14 THE CHAIRPERSON: Mr. Newman?

15 MR. NEWMAN: No, I don't have any at this
16 moment.

17 THE CHAIRPERSON: Mr. Ferguson?

18 MR. FERGUSON: No --

19 THE CHAIRPERSON: If not, then --

20 MR. FERGUSON: -- I don't. So you can hear
21 me, no, no questions.

22 THE CHAIRPERSON: If not, then is there a
23 motion --

24 MR. FERGUSON: I so move.

25 THE CHAIRPERSON: -- that Resolution 2018-1

1 be approved?

2 MR. FERGUSON: I so move.

3 THE CHAIRPERSON: Is there support?

4 MR. TARVER: Support.

5 THE CHAIRPERSON: The motion having been

6 made and seconded, is there any discussion now?

7 Hearing none, those in favor of the

8 motion, please say "aye".

9 BOARD MEMBERS: Aye.

10 THE CHAIRPERSON: Opposed?

11 Motion is adopted.

12 Did we lose someone?

13 MR. NEWMAN: Not me. I'm here.

14 THE CHAIRPERSON: Sounds like we lost

15 Mr. Tarver, then.

16 Next item of business would be public

17 comment.

18 Mr. Cline, did anyone sign in for public

19 comment this afternoon?

20 MR. CLINE: I do not know.

21 No, sir.

22 THE CHAIRPERSON: If not, but given the

23 fact that a number of folks have traveled up here

24 from Flint this afternoon --

25 MR. TARVER: I'm sorry. My phone just --

1 my call just dropped right after the vote.

2 THE CHAIRPERSON: That's okay. We're just
3 moving on to public comment.

4 We do have, this afternoon with us, the
5 Mayor and members of her -- her staff.

6 So, Madam Mayor, if you do want to offer
7 any comment, we're more than happy to have you do
8 that now.

9 MAYOR WEAVER: Well, I guess I would like
10 to say thank you to you, Mr. Headen, and to members
11 of the RTAB. And I'm coming before you -- we are
12 so thankful. I'm speaking on behalf of proud, great
13 City of Flint, Michigan.

14 And, you know, RTAB has been in place for
15 several years now and one of the things that did
16 represent was a City that was in turmoil and
17 financial distress. And I know over the last two
18 years we have been able to show that we have been
19 fiscally responsible. And so we thank you for the
20 support that you've shown us.

21 One of the things I have to add to this
22 is, I don't pat myself on the back very often. I am
23 going to, as far as our selection of Chief Financial
24 Officers, Hughey Newsome on board because we know
25 one of the things he's going to do is keep us on

1 track as far as finances of the City go. So I'm
2 excited to have him as part of the team and we're
3 looking forward to moving the City of Flint together.

4 The other thing I wanted to say is I'm
5 glad to have support of Council. And having a new
6 Council in place has brought an added level of unity
7 and commitment to the City of Flint.

8 And so I think it's absolutely time. I
9 know it's time for the local elected official to run
10 the City. We have been anxiously awaiting to do so.
11 And so we appreciate and we thank you for giving us
12 a divorce. That's what we've been asking for. We
13 wanted this arranged marriage to be dissolved. And
14 we are ready to handle the business of the City. So
15 I wanted to just say thank you for that.

16 THE CHAIRPERSON: Thank you.

17 If not a divorce, at least a first step in
18 a separation.

19 MAYOR WEAVER: That's right. We know we
20 will continue to do some work together and we look
21 forward to working together on other things for the
22 City of Flint.

23 MR. FERGUSON: Any Council members here
24 today?

25 MAYOR WEAVER: We do have a council member.

1 And that's one of the things that I was talking
2 about. We have a councilman, who can introduce
3 himself, Guerra, with us. And he represents the
4 2nd --

5 MR. GUERRA: 3rd.

6 MAYOR WEAVER: -- 3rd Ward.

7 MR. GUERRA: Hi, I'm Councilman Guerra,
8 Santino Guerra from 3rd Ward in the City of Flint.

9 I just wanted to thank you guys for making
10 this decision as well. I know when we read the
11 article this morning that you guys were possibly
12 going to be voting on it, I thought that that was a
13 great step forward because the Administration is
14 working very well with Council. And I know that we
15 can stay fiscally and financially stable, now that
16 we have a working relationship. And I'm looking
17 forward to a future together in this first step in
18 the process of starting to move forward in the right
19 direction. So I thank you guys for that.

20 MR. FERGUSON: We need a change in Council.
21 Your TV ratings are going to go down.

22 MR. GUERRA: That's fine. I will be
23 content with that.

24 MR. FERGUSON: So Stephen Colbert will not
25 be following you guys around.

1 MR. GUERRA: No, I was looking forward to
2 going on a show, eventually, Monday.

3 MAYOR WEAVER: We had a reality show for a
4 while.

5 MR. GUERRA: But thank you guys, very much.

6 MR. FERGUSON: Thank you.

7 THE CHAIRPERSON: Thank you. Since there
8 is no public comment and if there is no further
9 business before this board, is there a motion that
10 we adjourn?

11 MR. FERGUSON: So move.

12 MR. TARVER: So move.

13 MR. NEWMAN: So move.

14 THE CHAIRPERSON: Is there support?

15 MR. NEWMAN: Support.

16 THE CHAIRPERSON: Without objection, we are
17 adjourned.

18 (Meeting was concluded at 2:20 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 (12) pages, is a true and correct transcript of my said stenographic notes.

Date

Mona Storm
CSR-4460

170552

CA5522017

Presented: 11-6-17

Adopted:

Resolution for a Budget Amendment to Transfer Funds to Monitor the Bray Road Dump Site in the amount of \$225,000

BY THE MAYOR:

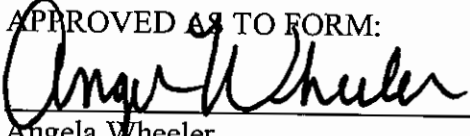
WHEREAS, there is a need for an emergency allocation of funds to protect Bluebell Beach and residential wells near the Bray Road Dump Site. Funds to provide for environmental monitoring and assessment were previously included in the Mayor's Budget in the amount of \$225,000 and were removed from the budget adopted by the Flint City Council for fiscal year 2017-2018; and

WHEREAS, it is important to proactively monitor the drinking water and the water that comes into contact with the residences and visitors. The people drawing water out of their wells or going to the beach should know that the City is taking affirmative steps to provide appropriate monitoring so that their health, safety and welfare is protected.

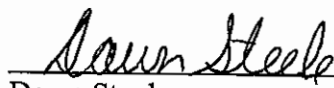
WHEREAS, funds for this purpose are available in the Fund balance;

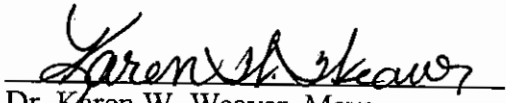
THEREFORE BE IT RESOLVED That appropriate City officials are authorized to do all things necessary to transfer funds in the amount of \$225,000 for the monitoring and cleanup of Bray Road back into account #226-528.207-801.100 or other account deemed appropriate.

APPROVED AS TO FORM:

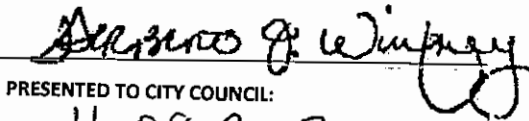

Angela Wheeler
Chief Legal Officer

APPROVED BY FINANCE:


Dawn Steele
Deputy Finance Director


Dr. Karen W. Weaver, Mayor

Receivership Transition Advisory Board:



PRESENTED TO CITY COUNCIL:

11-08-2017

ADOPTED BY CITY COUNCIL:

11-13-2017

SUBMISSION NO.: CA5542017

PRESENTED: 11-8-17

ADOPTED: _____

RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2017-18 ADOPTED BUDGET FOR C.S. MOTT GRANT # 2017-01580 IN THE AMOUNT OF \$133,290.00

BY THE ADMINISTRATION:

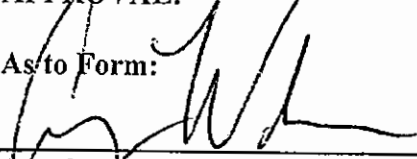
Whereas, the Charles Stewart Mott Foundation wishes to assist organizations scheduling events within the City of Flint who may need financial assistance with event costs,

Whereas, Grant # 2017-01580 has been awarded in the amount of \$133,290.00 for Event Policing and Public Safety, and

Whereas the FY18 adopted budget must be amended to include the awarded funds,

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to abide by the terms of C.S. Mott Grant # G-2017-01580 in the amount of \$133,290.00, to appropriate revenue and expenditure amounts using grant code LCSM17EVENTS, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.

APPROVAL:

As to Form: 

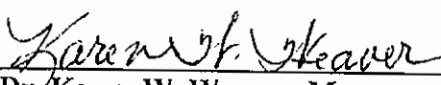
Angela Wheeler, Chief Legal Officer

As to Funding: 

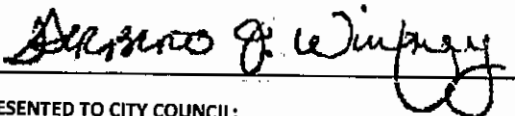
Dawn Steele, Deputy Finance Director



Steven Branch, Acting City Administrator



Dr. Karen W. Weaver, Mayor



RECEIVERSHIP TRANSITION ADVISORY BOARD:

PRESENTED TO CITY COUNCIL:
11-13-2017

ADOPTED BY CITY COUNCIL:
11-13-2017

RESOLUTION STAFF REVIEW FORM

DATE: November 2, 2017

Agenda Item Title: RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2017-18 ADOPTED BUDGET FOR C.S. MOTT GRANT # 2017-01580 IN THE AMOUNT OF \$133,290.00

Prepared By: Tamar Lewis, Budget & Grants Administrator

Background/Summary of Proposed Action: Recognizing a need in the community for financial assistance with the costs of facilitating community events, the C.S. Mott Foundation has awarded funds to defray the cost of Special Event police and traffic engineering services.

Financial Implications: Coverage beyond agency payment ability would affect the City's finances.
Budgeted Expenditure: Yes ___ No X **Please explain, if no:** Budget upon reso adoption.

2017 ESTIMATED CITY SERVICES					
Date	Event	Amt	Traffic	Police	
April	Superhero 5K & 1K	\$ 2,000.00	800.00	1,200.00	
May	Flintstone Challenge	\$ 1,200.00	-	1,200.00	
May	Tour De'Crim Bike Race	\$ 6,250.00	2,050.00	4,200.00	
May	St. Paul Tune Up 5K Run/Walk	\$ 1,650.00	-	1,650.00	
May	Healing Hands 5K Run/Walk	\$ 950.00	-	950.00	
6/16-19/2017	Juneteenth Celebration	\$ 3,939.92	1,006.44	2,933.48	
June	Unity March & Community Expo	\$ 600.00	-	600.00	
07/04/17	Flint July 4th Festival	\$ 9,950.00	1,100.00	8,850.00	
July	Buckham Alley Fest	\$ 300.00	300.00	-	
July	The Color Vibe 5K	\$ 1,650.00	350.00	1,300.00	
July	Atwood 10K/5K Run-Walk	\$ 3,800.00	900.00	2,900.00	
July	Capital Theater Event	\$ 150.00	150.00	-	
July	Ophelia Bonner Scholarship 5K/8K Race	\$ 1,650.00	-	1,650.00	
Aug	Flint Drop Fest	\$ 200.00	200.00	-	
Aug	Bauman's Charity Race	\$ 800.00	-	800.00	
8/15-19/2017	Back to the Bricks	\$ 78,650.00	6,000.00	72,650.00	
Aug	Fresh Flint Festival	\$ 1,800.00	-	1,800.00	
8/25-26/2017	Crim Festival of Races	\$ 10,500.00	4,000.00	6,500.00	
Sept	Bikes on the Bricks	\$ 4,800.00	2,500.00	2,300.00	
Oct	Breast Cancer 5K Walk	\$ 2,450.00	950.00	1,500.00	
TOTAL:		\$ 133,289.92	\$ 20,306.44	\$ 112,983.48	

Account #: 296 – 443.201 & 315.100 – 580.000 & 801.900

296 = Other Grants Fund

443.201 = Traffic Engineering

315.100 = Patrol Bureau-Admin

580.000 = Local Grant

801.900 = Professional Service-Intracity

Pre-encumbered: Yes ___ No X **Requisition #** _____

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

Staff Recommendation: Approval of this resolution is recommended.

Approval: R. Branch
 Steven Branch, Acting City Administrator



CHARLES STEWART
MOTT FOUNDATION®

October 2, 2017

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

Project: Event Policing and Public Safety
(Grant #G-2017-01580)

Dear Mayor Weaver:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$133,290 to the City of Flint for the above-referenced project for the period June 1, 2017 through December 31, 2017.

Grant Payments

This grant will be paid upon receipt of your acceptance and satisfactory verification of acceptance of the Mott Foundation grant by the Flint City Council and the Receivership Transition Advisory Board.

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

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

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

The Honorable Karen Weaver
October 2, 2017
Page 2 (#G-2017-01580)

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Acree, Associate Program Officer.

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

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Mayor Karen Weaver, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted June 30, 2017.

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

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

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

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

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

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



Grant Accounting

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

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

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	December 31, 2017	February 1, 2018

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

1. A **narrative report** summarizing what was accomplished by the expenditure of funds, including a description of progress made toward achieving the following objectives:
 - a. increase public safety presence for events and festivals; and
 - b. maintain safe environment for festival goers and participants.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and ten percent (10%) of the budgeted line item amount.

Your organization must report against the approved budget of \$133,290 submitted on June 30, 2017 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Reports and other grant requirements should be submitted online via the Mott Foundation's Grantee Portal. A default portal account has been setup for the primary project contact. The project contact may login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates (Word and Excel) are available for download via the Grantee Portal.



Undisbursed Funds

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

Compliance with Laws

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

Public Information

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

Acceptance

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

If your organization agrees to the grant conditions as stated, please return, in the enclosed envelope, one complete copy of this letter with the **original signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

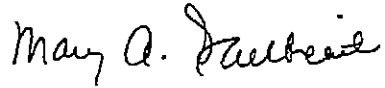
This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.



The Honorable Karen Weaver
October 2, 2017
Page 5 (#G-2017-01580)

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

Sincerely,



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

MAG:krm

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

Name of Grantee: City of Flint

Printed Name of Authorized Signer: _____

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

Title: _____

Date Signed: _____



Attachment #4

180009

RESOLUTION NO.: CA5862018

PRESENTED: 1-11-18

ADOPTED: _____

RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO TRANSFER \$171,309.67 FROM 101 FUND BALANCE TO 101-371.209 EXPENSE ACCOUNTS

BY THE MAYOR:

The City of Flint Planning and Development Department, Community and Economic Development Division desires to make adjustments to budgeted line items in the 101-371.209 expense accounts for the purpose of funding professional services, utilities, and payment to HUD; and

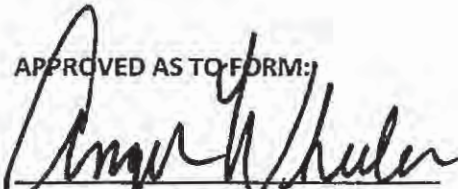
Certain Smith Village properties have been reclassified from HOME to Neighborhood Stabilization Program activities and carrying costs are not eligible to be paid with Community Development Block Grant funds; and

Items previously paid for with grant funds are not eligible to be paid with additional Federal dollars; and


The city's FY18 adopted budget did not account for these increases. Funds are available in 101 Fund Balance to move to appropriate expense accounts.

IT IS RESOLVED, That appropriate City Officials are authorized to do all things necessary to process a budget amendment to allocate a \$171,309.67 expense appropriation from the 101 Fund Balance to the following expense accounts: 101-371.209-801.000 (\$150,512.59); 101-371.209-920.000 (\$5,200); 101-371.209-964.100 (\$15,597.08).

APPROVED AS TO FORM:

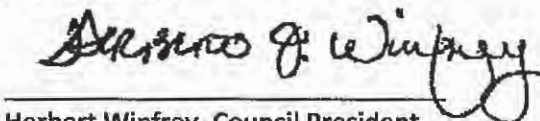

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Hughey Newsome, Chief Financial Officer


Dr. Karen W. Weaver, Mayor, City of Flint

CITY COUNCIL:


Herbert Winfrey, Council President

PRESENTED TO CITY COUNCIL: 1-17-18

ADOPTED BY CITY COUNCIL: 1-22-18

RESOLUTION STAFF REVIEW

DATE: December 28, 2017

Agenda Item Title: RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO TRANSFER \$171,309.67 FROM 101 FUND BALANCE TO 101-371.209 EXPENSE ACCOUNTS

Prepared By: Suzanne Wilcox, DPD

Background/Summary of Proposed Action:

The Division of Community and Economic Development has been working to closeout NSP programs. Due to restrictions within various funding sources, expenses for some Smith Village properties have been reclassified from HOME to NSP. NSP homes are not eligible to use CDBG dollars to cover carrying costs. In addition, since NSP funds have expired and vandalism is not eligible for previously paid for grant items, general fund is needed. CED expects the cost to carry these properties and correct issues arising from unexpected vandalism at \$135,512.59 in the professional services line item and at \$5,200 in the utilities line item.

In addition, the city is currently servicing several mortgages and desires to transfer this responsibility to an entity equipped to handle mortgage servicing. The cost to service the mortgages associated with City owned properties is \$15,000 (based on a response to an RFP released by the City) and is included in the professional services line item.

Also, as a result of multiple developers and contractors over many years, staff learned that duplicative items were paid for and subsequently drawn. To ensure compliance, the City must repay \$15,597.08.

The city's FY18 adopted budget did not account for these increases. Funds are available in 101 Fund Balance to move to appropriate expense accounts.

Financial Implications: Funding will be moved from 101 Fund to appropriate FY18 budget accounts.

Budgeted Expenditure? Yes No Please explain if no:

Account Nos: Reviewed and approved by C. Dotson

C. Dotson

Date

1-11-18

From: 101 – Fund Balance (\$171,309.67)

To : 101-371.209-801.000 \$150,512.59
101-371.209-920.000 \$5,200.00
101-371.209-964.100 \$15,597.08

Approved by Accounting Staff:

Pre-encumbered? Yes No Requisition # N/A

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

Staff Recommendation: Recommend Approval.

Staff Person:

Suzanne Wilcox

Suzanne Wilcox

Acting Director, Dept of Planning and Development

180032

SUBMISSION NO.: CA5912018

PRESENTED: 1-31-18

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING THE AMMENDMENT OF THE 2017-2018 ADOPTED BUDGET IN THE AMOUNT OF \$950,000.00

RESOLUTION

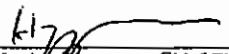
Additional funds are required in the 2017-2018 adopted budget for the Fleet Maintenance Fund (661) in an amount of \$950,000.00 to be transferred from the 661 fund balance into account number 661-451.100-977.500. Vehicle and equipment purchases planned and budgeted for in the 2016-2017 budget have been expensed in budget year 2017-2018 due to delivery dates after July 1st, 2017. The additional requested funding will allow the department to complete the planned replacement equipment purchases for the 2017-2018 budget year; and

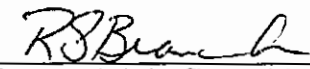
In accordance with Budget Ordinance #3856 adopted 1-25-15, transfers from Fund Balance qualify as budget amendments; and

In accordance with Budget Ordinance #3856 adopted 1-25-15, budget amendments in excess of \$25,000 shall be submitted to City Council for its approval;

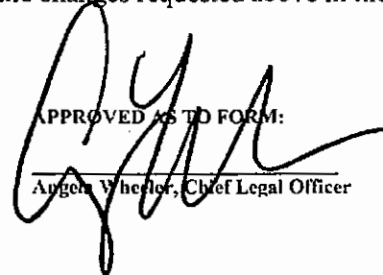
IT IS RESOLVED, that the appropriate city officials are hereby authorized to do all things necessary to amend the 2017-2018 budget of the City of Flint to reflect the changes requested above in the City's Fleet Maintenance Fund (661) for a total change of \$950,000.00.

APPROVED AS TO FINANCE:

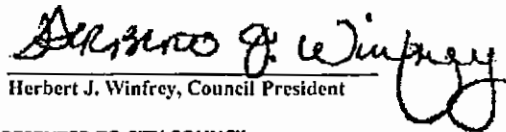

Hughley Newsome, Chief Financial Officer


Steve Branch, Acting City Administrator

APPROVED AS TO FORM:


Argen Wheeler, Chief Legal Officer

CITY COUNCIL:


Herbert J. Winfrey, Council President

PRESENTED TO CITY COUNCIL:

2-07-2018

ADOPTED BY CITY COUNCIL:

2-12-2018

18-6306

RESOLUTION STAFF REVIEW

DATE:
12/8/17

Agenda Item Title:

Budget Amendment Transfer of \$950,000.00 from Fleet Fund Balance 661-000.000-395.000 to Vehicle Fund 661-451.100-977.500

Prepared By:

Mike Rule

Background/Summary of Proposed Action:

The Fleet Department is requesting a fund balance transfer to cover FY17 equipment purchases that have been expensed in FY18. A total of \$612,476.59 has been expensed with \$330,610.90 currently encumbered. The transfer will allow Fleet to continue to appropriate FY18 planned vehicle and equipment replacements.

Financial Implications:


Budgeted? Yes No **Please explain if no:** Requesting a fund balance transfer as described above

<u>Account No.:</u> 661-451.100-977.500 (Vehicle)	\$950,000.000
661-000.000-395.000 (Fund Balance)	-\$950,000.000

Pre-encumbered? Yes No Req# NA

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

Staff Recommendation: Approval

Staff Person: 
(Dept Head or other authorized staff)

Presented: 2-12-2018

Adopted:

Resolution authorizing the Flint Police Department to recognize all Gun Sale revenue from auctions and to appropriate same amount to a City of Flint Police restricted account.

BY THE MAYOR:

The Flint Police Department was approved to sell firearms from property under resolution 170185 through online auctions. The Flint Police Department would like to budget these proceeds into police restricted accounts.

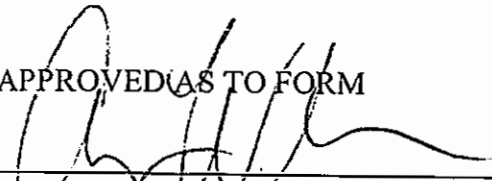
The Flint Police Department wants approval to recognize all current and future revenues and set up appropriations in the same amount according to the amounts received from the sale of guns sold from property. According to the State of Michigan Penal Code Act 328, "Proceeds from any sale or trade under this subdivision shall be used by the law enforcement agency only for law enforcement purposes".

The current amount earned to date from the auction of guns to date is \$157,331.16 which is to be set up to recognize this restricted revenue. Also, the amount is to be appropriated in like amount to the following accounts listed below:

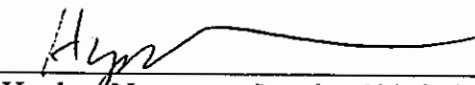
Estimated Revenue Account: 296-305.200-649.000 LGUNSALES - \$157,331.16

- Appropriation Accounts: 296-305.200-709.000 LGUNSALES (Overtime) - \$40,000.00
- 296-305.200-719.100 LGUNSALES (Direct Fringe) - \$3,600.00
- 296-305.200-726.000 LGUNSALES (Supplies) - \$35,000.00
- 296-305.200-801.000 LGUNSALES (Professional Services) - \$20,000.00
- 296-305.200-977.000 LGUNSALES (Equipment) - \$58,731.16

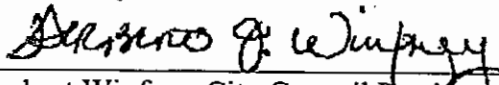
THEREFORE BE IT RESOLVED, That the appropriate City Officials, Upon City Council's approval, are hereby authorized to set up the aforementioned restricted accounts and to recognize all revenues and to appropriate same from the sale of guns from the City of Flint Police Department.

APPROVED AS TO FORM


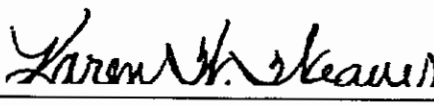
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE


Hughey Newsome, Interim Chief Financial Officer



Herbert Winfrey, City Council President



Dr. Karen W. Weaver, Mayor

PRESENTED TO CITY COUNCIL:
2-12-2018
ADOPTED BY CITY COUNCIL:
2-12-2018

RESOLUTION STAFF REVIEW

DATE: 01/19/18

Agenda Item Title: Recognition of Guns sale revenues and the setup of Appropriation in like amount.

Prepared By: Rick Johnson, Police Financial Coordinator

Background/Summary of Proposed Action: Resolution to recognize all current and future gun auction revenues and to appropriate same amount into various police expenditure accounts. Under the Michigan Penal Code, Act 328, it states that "proceeds from any sale or trade under this subdivision shall be used by the law enforcement agency only for law enforcement purposes".

Financial Implications: Increase funds available to the Flint Police Department.


Budgeted Expenditure? Yes No Please explain if no:

Account No.: 296-305.200-649.000 LGUNSALES – Revenue
296-305.200-709.000 LGUNSALES – (Overtime)
296-305.200-719.100 LGUNSALES – (Direct Fringe)
296-305.200-726.000 LGUNSALES – (Supplies)
296-305.200-801.000 LGUNSALES – (Professional Services)
296-305.200-977.000 LGUNSALES – (Equipment)

Pre-encumbered? Yes No Requisition #

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

Staff Recommendation: Recommend Approval

Staff Person: 
OR Timothy Johnson, Chief of Police

1/23/18

THE MICHIGAN PENAL CODE (EXCERPT)
Act 328 of 1931

750.239a Disposition of seized weapon; immunity from civil liability; "law enforcement agency" defined.

Sec. 239a. (1) A law enforcement agency that seizes or otherwise comes into possession of a firearm or a part of a firearm subject to disposal under section 239 may, instead of forwarding the firearm or part of a firearm to the director of the department of state police or his or her designated representative for disposal under that section, retain that firearm or part of a firearm for the following purposes:

(a) For legal sale or trade to a federally licensed firearm dealer. The proceeds from any sale or trade under this subdivision shall be used by the law enforcement agency only for law enforcement purposes. The law enforcement agency shall not sell or trade a firearm or part of a firearm under this subdivision to any individual who is a member of that law enforcement agency unless the individual is a federally licensed firearms dealer and the sale is made pursuant to a public auction.

(b) For official use by members of the seizing law enforcement agency who are employed as peace officers. A firearm or part of a firearm shall not be sold under this subdivision.

(2) A law enforcement agency that sells or trades any pistol to a licensed dealer under subsection (1)(a) or retains any pistol under subsection (1)(b) shall complete a record of the transaction under section 2 or section 2a, as applicable.

(3) A law enforcement agency that sells or trades a firearm or part of a firearm under this section shall retain a receipt of the sale or trade for a period of not less than 7 years. The law enforcement agency shall make all receipts retained under this subsection available for inspection by the department of state police upon demand and for auditing purposes by the state and the local unit of government of which the agency is a part.

(4) Before disposing of a firearm under this section, the law enforcement agency shall do both of the following:

(a) Determine through the law enforcement information network whether the firearm has been reported lost or stolen. If the firearm has been reported lost or stolen and the name and address of the owner can be determined, the law enforcement agency shall provide 30 days' written notice of its intent to dispose of the firearm under this section to the owner, and allow the owner to claim the firearm within that 30-day period if he or she is authorized to possess the firearm. If the police agency determines that a serial number has been altered or has been removed or obliterated from the firearm, the police agency shall submit the firearm to the department of state police or a forensic laboratory for serial number verification or restoration to determine legal ownership.

(b) Provide 30 days' notice to the public on a website maintained by the law enforcement agency of its intent to dispose of the firearm under this section. The notice shall include a description of the firearm and shall state the firearm's serial number, if the serial number can be determined. The law enforcement agency shall allow the owner of the firearm to claim the firearm within that 30-day period if he or she is authorized to possess the firearm. The 30-day period required under this subdivision is in addition to the 30-day period required under subdivision (a).

(5) The law enforcement agency is immune from civil liability for disposing of a firearm in compliance with this section.

(6) As used in this section, "law enforcement agency" means any agency that employs peace officers.

History: Add. 1996, Act 496, Iff. Mar. 31, 1997;—Am. 2010, Act 294, Imd. Iff. Dec. 16, 2010.

SUBMISSION NO.: CA5992018PRESENTED: 2-20-18

ADOPTED: _____

**RESOLUTION AUTHORIZING AMENDMENT OF THE FY2017-18 ADOPTED BUDGET
TO INCLUDE W.K. KELLOGG FOUNDATION GRANT #P0130654
IN THE AMOUNT OF \$2,957,800**

BY THE MAYOR:

The City was awarded grant funding from the W.K. Kellogg Foundation in the amount of \$2,957,800 covering a period of four years; and

The W.K. Kellogg Foundation wishes to fund the supplementing of the Division of Economic and Community Development as of January 1, 2018 through the remainder of June 30, 2018. Additionally, the grant funding will supplement another 3.5 years of the operations of this office. The full amount of the grant is \$2,957,800. The Finance Department is requesting to amend the FY17-18 budget by \$372,225. In subsequent years, the City has the authority to amend the budget for the remaining \$2,585,775. The expected allotments for the balance of the grant are as follows: FY18-19 \$739,450; FY19-20 \$734,450; FY20-21 \$734,450; and FY21-22 \$377,225; and

Under provisions listed in Emergency Manager Order #10 dated March 15, 2013, the City of Flint has accepted Grant P0130654 from the W.K. Kellogg Foundation and wishes to amend the budget to include these funds; and

The accounts to be setup to recognize grant revenue and appropriations are as follows:

Revenue: 296-728.400-580.000 Kellogg Economic and Community Dev Grant Rev -- \$372,225

Appropriations: 296-728.400-702.000 Wages and Salaries; 296-728.400-719.000 Direct Fringes; 296-728.400-719.152 MERS Hybrid DB Portion; 296-728.400-719.200 MERS Hybrid DC Employee; 296-728.400-719.310 Emp Health Care Savings Plan (collectively) -- \$314,500

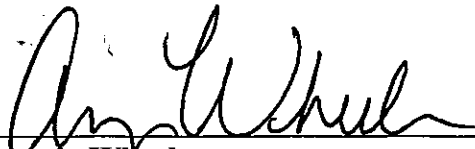
296-728.400-726.000 Supplies -- \$5,250

296-728.400-801.000 Professional Services -- \$15,000

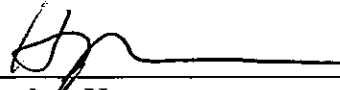
296-728.400-958.000 Education, Training and Conferences -- \$5,000

296-728.400-969.100 Indirect Cost Allocation -- \$32,475

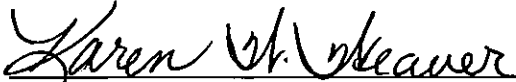
IT IS RESOLVED that the appropriate City officials are hereby authorized to do all things necessary to amend the FY17-18 budget in the amount of \$372,225 and appropriate grant funding under the terms and conditions of the grant from the W.K. Kellogg Foundation under grant code LKELL18-E&CD in the amount of \$2,957,800.



Angela Wheeler
Chief Legal Officer

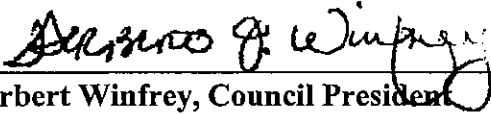


Hughey Newsome
Interim Chief Financial Officer


Dr. Karen W. Weaver, Mayor

CITY COUNCIL:

**RECEIVERSHIP TRANSITION
ADVISORY BOARD:**



Herbert Winfrey, Council President

PRESENTED TO CITY COUNCIL:

2-21-2018

ADOPTED BY CITY COUNCIL:

2-26-2018



One Michigan Avenue East
Battle Creek, MI 49017-4012
MAIN 269.968.1611
FAX 269.968.0413
wkkf.org

February 12, 2018

Dr. Karen Weaver
Mayor
City of Flint
1101 South Saginaw Street
Flint, MI 48502

RE: P0130654 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Weaver:

The W.K. Kellogg Foundation ("Foundation") is pleased to award the City of Flint ("Grantee") a grant in the amount of \$2,957,800 for the Grant Period of January 1, 2018, through December 31, 2021, to increase economic development opportunities for Flint residents by increasing the organizational capacity of municipal leadership and staff to plan, design and implement a comprehensive array of economic development strategies that support the city's revitalization and recovery. Grant funds shall be used solely as specified in the proposal submitted on January 17, 2018, which is incorporated herein by reference (the "Project") and in accordance with the following terms and conditions of this Grant Agreement ("Agreement").

- Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. The Personnel budget category should include only salaries, benefits and payroll taxes for individuals working directly on the Project. Expenses charged to the Personnel budget category must be based on actual time spent working directly on the Project and shall be tracked through the use of time sheets or time studies. In limited circumstances, indirect costs are permitted and require preapproval from your Foundation program officer. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. If approved, indirect costs shall not exceed 15 percent of the total grant amount (excluding indirect costs). Indirect costs exceeding this percentage or not preapproved by your Foundation program officer may be disallowed. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as "Reporting Period(s)"] as follows:

	1/1/18 - 12/31/18	1/1/19 - 12/31/19	1/1/20 - 12/31/20	1/1/21 - 12/31/21	Total
Personnel	\$629,000	\$629,000	\$629,000	\$629,000	\$2,516,000
Project Supplies	\$ 10,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 42,000
Evaluation	\$ 30,000	\$ 20,000	\$ 20,000	\$ 30,000	\$ 100,000
Travel	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 40,000
Indirect Costs	\$ 64,950	\$ 64,950	\$ 64,950	\$ 64,950	\$ 259,800
Grand Total	\$744,450	\$734,450	\$734,450	\$744,450	\$2,957,800

2. **Payment:** Upon receipt of Grantee's signed acceptance of this Agreement, payment of \$744,450 will be made to Grantee. Successive payments are contingent upon receipt of:
 - A. Reports, as defined in the Reporting section, which demonstrate to the Foundation satisfactory progress of the stated objectives of the Project.
 - B. Economic development plan by December 31, 2018, that includes targeted strategies and activities for attracting and retaining jobs and employment opportunities that pay a livable wage for Flint residents. Updates or changes to the plan must be submitted annually.
 - C. Community development plan by December 31, 2018, that includes targeted strategies and activities that outline the city's plans to maximize and leverage community-level resources to improve the quality of life for Flint residents in the areas of education, employment and health. Updates or changes to the plan must be submitted annually.
 - D. Documentation detailing the training, coaching and technical assistance that municipal staff is receiving in the calendar year to further support, manage and sustain economic and community development efforts in Flint.
 - E. Evaluation plan by April 30, 2018, that outlines a plan for measuring and tracking outcomes related to the Project in the area of economic development (e.g. business attraction, new job opportunities, education and training of residents).
 - F. Community engagement plan submitted annually, to include the documentation/listing of partners that outlines the engagement of other key stakeholders (e.g., residents, community-based groups, nonprofits, government, philanthropy, education, workforce, health, etc.) in support of the city's economic and community development efforts.
 - G. Updates on the city's revenue/fundraising efforts submitted annually to leverage opportunities to sustain and support economic and community development efforts.

3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee's use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.

4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.
5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation's expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
6. **Reporting:** Within 45 days following the end of each Reporting Period, the Grantee will furnish to the Foundation program officer a report. The report will contain (i) a narrative report of what was accomplished by expenditure of the grant funds, (ii) an evaluation report and (iii) a financial statement reporting expenditures according to the approved grant budget. This reporting should be done using consistent accounting practices (cash or accrual) and should be certified only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee. Failure to submit timely reports will result in delay in processing any subsequent payments to Grantee. A final report (which includes a narrative report and a financial statement of expenditures) is to be provided to the Foundation no later than three (3) months after the close of the final Reporting Period. Any unexpended funds remaining at the end of the final Reporting Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, a copy of all information relating to the results, findings or methods developed under the grant.
7. **Evaluation:** Evaluation is an essential integrated part of the Foundation's grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee's evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.
8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
 - A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
 - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:

- a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
 - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
 - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
 - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
- C. Any payments made to or on behalf of any United States government official (federal, state, or local) in connection with this grant shall be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.
- D. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
- E. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.

11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.
12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.
13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.

18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Karen Weaver, Mayor

Financial Designee: Hughey Newsome, Chief Financial Officer

Project Director: Steve Branch, Chief of Staff

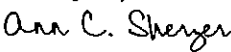
19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Yazeed A. Moore, yazeed.moore@wkkf.org

Grant Support: Jan E. Pawlak, janet.pawlak@wkkf.org, (269) 969-2209

If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.

Sincerely,

DocuSigned by:

D7A099125542456...

Ann C. Sherzer

Grants & Contracts Manager/Staff Attorney

As an authorized representative of the City of Flint, Karen Weaver, Mayor, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:

BAA29949E645497... 2/13/2018
Karen Weaver

Reference Number: P0130654

Request Information

***Project Name:**

Gray Rock Revival – Reclaiming the Spirit of Flint

***Amount Requested:**

\$2,957,800

***Project Start Date**

January 2018

***Project End Date**

December 2021

***The project purpose for which you are requesting Kellogg funding:**

The vision of City government is “a well-managed, financially stable, and accountable government focused on creating and maintaining a vibrant and growing community that will attract and retain residents, businesses, students and visitors and improve our quality of life.” The mission is to “assure that residents, businesses, students and visitors in the City of Flint receive municipal services in a customer-friendly, financially responsible, and equitable manner in order to insure equality of opportunity for all persons.”

Flint’s post-industrial economy is characterized by dramatic job and population loss, a shrinking tax base, deteriorating neighborhoods and city infrastructure, and more children and families living in poverty. Funding for economic development will 1) attract and create jobs that pay a living wage, 2) increase the tax base, and 3) remove barriers to resident and business retention and attraction.

***Project Overview:**

The purpose of this request to acquire short term (4 year) assistance to develop the capacity of Flint City government to plan, design, and implement a comprehensive array of economic development strategies. Implementation of strategies, and their refinement over time will result in: 1) attraction and retention of new residents and businesses, 2) employment that provides

residents with a living wage, 3) increased household incomes, and 4) an increased tax base that sustains the city's revitalization and recovery.

The problem that will be addressed by this initiative is need for an economic development strategy that will create living wage employment in a post-industrial community. The Michigan Association of United Ways found that 40 percent of Michigan households do not have sufficient income to pay for the necessities: primarily housing, childcare, food, health care and transportation. This is an all-Michigan problem. This holds true in every county, including Genesee County, among all races and all ages, and especially in the City of Flint. The community changes expected include:

A city government that is well-managed, financially stable and accountable to its citizens;

A city that attracts new residents and retains current residents;

City infrastructure and services are "right sized" to the population and its needs;

An economic environment that attracts new business and industry, retains current businesses, and supports business growth and expansion

An economic development orientation that adapts to new employment characterized by short termed, unstable, occasional, part time, and flex jobs;

An increase in economic development partners and funding;

An increased tax base to support essential city service and infrastructure maintenance;

A physical environment that is well-maintained, attractive and inviting;

A social environment that provides a vibrant mix of recreation, cultural and leisure activities;

Resolution of the water contamination crisis;

Restoration of community trust in government; and

A school system that produces high academic achievement, high graduation rates and ease of transition to post-secondary education and training institutions.

The neighborhood changes expected include:

Increased pride of place and pride of ownership;

Social cohesion, activity and collective action among neighborhood residents;

Reduction in the number of blighted properties;

Reduction in crime and violence; and increased green spaces and shared gathering places.

The child and family changes expected include:

Households that have sufficient income to cover basic necessities;

An increase in median household incomes for residents in the city of Flint;

A lowered percentage of households in extremely low, very low and low income category/status;

Increase levels of educational attainment for children and adults; and
Increased access to health and behavioral health services that mitigate the
negative consequences of lead poisoning.

***Project Goals and Objectives:**
Goals/Strategies

- 1) Develop and implement an economic development plan for the city of Flint.
Develop a written plan for economic development within the first year of the
initiative; and
Evaluate the efficacy of the economic development plan on an annual basis.
- 2) Develop and implement a community development plan for the city of Flint.
Develop a written plan for community development within the first year of the
initiative; and
Evaluate the efficacy of the community development plan on an annual basis.
- 3) Engage partners in generating full time jobs paying Flint residents a living
wage.
Identify employment growth arenas and support their expansion;
Align and integrate employment training within growth industries; and
Identify and remove personal and structural barriers to employment
- 4) Obtain resources to support Flint's recovery from the water crisis.
Acquire sufficient resources to complete the replacement of the City's water
infrastructure by 2020; and
Convene community partners and lead coordinated resource acquisition/grant
seeking activities to maximize city revenue for needed operations and services.
- 5) Engage partners in projects that prepare Flint residents for gainful
employment.
Identify and engage strategic partners in the K-12 education community;
Identify and engage strategic partners in the post-secondary education and
training communities;
Identify and engage strategic partners in health services arenas; and
Identify and engage strategic partners in the social services arenas.
- 6) Ensure Flint residents and businesses are aware of the existence and
outcomes of all recovery efforts and utilize multiple communication channels to
communicating with Flint residents and businesses.

***Project Activities:**

Project activities will increase the capacity of existing city government employees to plan, implement, review and refine economic and community development strategies and initiatives responsive to an ever-changing economic landscape. Over the four years of funding, city employees will be provided with training, technical assistance, coaching and support that will increase their knowledge and experiential base, and hone their planning, execution, managerial, and evaluation skills. The intent is to provide short-term, focused, outcome-oriented training, technical assistance, and coaching that will, at the end of four years, position the city of Flint to effectively and efficiently manage and sustain economic and community development functions. This training and technical assistance will be explored through consideration of a number of positions and expertise to support the city in its economic and community development activities.

***Expected Project Outcomes:**

Flint citizens will benefit from improved economic development environment as they participate in education and training designed to increase knowledge, skills and workforce credentials. Increased credentials open the door to employment opportunities, establish expectations for schooling and achievement for friends and family, and result in increased personal agency.

Increased household incomes will allow parents to meet their families' basic needs, provide stable housing, reduce reliance on public assistance, and help establish a sense of hope and expectations for future success.

Children in household with increased resources will benefit from increased food security, household stability, and access to health care services. Household income is positively correlated with academic achievement, college attendance, pro-social behavior, increased resilience and protective factors, as well as reduced risk-taking.

This initiative will increase the knowledge, skills and experiences of City of Flint government officials and staff related to establishing and maintaining a robust and sustainable economic development plan, strategies and climate. The funded positions and activities will increase the City's capacity to plan, implement and refine economic development strategies that can flexibly adapt to an unpredictable and ever-changing economic landscape.

The outcomes of this initiative will include attracting and retaining jobs that pay a living wage, raising the median household income, increasing the City's tax base, removing barriers to resident and business attraction and retention, expediting replacement of the City's lead-contaminated water system, and

48502

***Country:**
United States

***Phone Number:**
(810) 766-7346

Website:

***Employer Identification Number (EIN):**

Additional Organizational Questions

***Is this organization located outside the United States?**
No

If yes, please explain:

***Does this organization program internationally or transfer funds to organizations or individuals outside the US?**
No

If yes, please explain:

***Does this organization receive funds from organizations or individuals outside the US?**
No

If yes, please explain:

Contact Information - Grantee Legal Designee

***Salutation:**
Mrs.

***First Name:**
Karen

Middle Initial:

W.

***Last Name:**

Weaver

***Title:**

Mayor

***Preferred Mailing Address:**

1101 S. Saginaw St.

***City:**

Flint

***State/Province:**

Michigan

***Zip/Postal Code:**

48502

***Country:**

United States

***Phone Number:**

810-237-2026

***Email Address:**

kweaver@cityofflint.com

Contact Information - Grantee Financial Designee

***Salutation:**

Mr.

***First Name:**

Hughey

Middle Initial:

***Last Name:**

Newsome

***Title:**

Chief Finance Officer

***Preferred Mailing Address:**

1101 S. Saginaw St.

***City:**

Flint

***State/Province:**

Michigan

***Zip/Postal Code:**

48502

***Country:**

United States

***Phone Number:**

(810) 766-7266 , ext. 2301

***Email Address:**

hnewsome@cityofflint.com

Contact Information - Project Director or Coordinator

***Does the project director have a title/role with the grantee organization?**

Yes

If no, do you verify there is/will be a contractual agreement between your organization and the project director?

Not Selected

If the answer to question 1 is No, please answer question 2 and provide a short explanation of the PD role in the comments box below.

Comments:

***Salutation:**

Mr.

***First Name:**

Steve

Middle Initial:

***Last Name:**

Branch

***Title:**

Chief of Staff and acting City Administrator

***Preferred Mailing Address:**

1101 S. Saginaw St.

***City:**

Flint

***State/Province:**

Michigan

***Zip/Postal Code:**

48502

***Country:**

United States

***Phone Number:**

(810) 237-2022

***Email Address:**

sbranch@cityofflint.com

Payee Information

Please verify or correct the following payee information we have for your organization's request:

***Legal Name:**

City of Flint

***Preferred Mailing Address:**

1101 S. Saginaw St.

***City:**

Flint

***State/Province:**

Michigan

***Zip/Postal Code:**

48502

***Country:**

United States

Payment Options

***Please indicate the method of payment to be used**

EFT/ACH

EFT/ACH Information

***Payee Name**

City of Flint

Address

1101 S Saginaw St1101 S Saginaw St

Address

City

Flint

State

MI

Zip/Postal Code:

48502

Payee Address

United States

***Bank Name**

***Bank Routing Number**

***Payee Account Number**

***Name on Account**

City of Flint

Type Of Account

Checking

***Person to Contact for EFT Questions:**

Dawn Steele

***EFT Contact Phone Number:**

810-766-7266 ext 2309

***EFT Contact E-Mail Address:**

dsteale@cityofflint.com

Confirmation of Support

As the legal designee of the organization, I certify that:

I have the authority to bind/contract on behalf of the organization.

If approved, I understand our role as grantee will be to administer and oversee the project activities.

If approved, I understand the payee's role would be to receive and disburse funds ensuring they are spent in accordance with the project purpose and budget.

I am aware of and support the project as detailed in the previous pages or with adjustments noted in the comments box.

Legal Designee Comments:

***Check the box to indicate your agreement with the bulleted items in order to proceed with the final review and submission of your confirmation.**

Yes