

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, November 3, 2021

5:00 PM

ELECTRONIC PUBLIC MEETING

GRANTS COMMITTEE

*Allan Griggs, Chairperson, Ward 8
Eva Worthing, Vice Chairperson, Ward 9*

Eric Mays, Ward 1

Maurice Davis, Ward 2

Santino J. Guerra, Ward 3

Kate Fields, Ward 4

Jerri Winfrey-Carter, Ward 5

Herbert J. Winfrey, Ward 6

Monica Galloway, Ward 7

Inez M. Brown, City Clerk

Davina Donahue, Deputy City Clerk

SPECIAL PUBLIC NOTICE -- ELECTRONIC PUBLIC MEETING**PUBLIC NOTICE
FLINT CITY COUNCIL ELECTRONIC PUBLIC MEETING**

On Friday, October 5, 2020, the Michigan Supreme Court (MSC) issued an order declaring that the Emergency Powers of Governor (EPG) Act as an unconstitutional delegation of legislative authority, which was the primary authority relied on by Governor Whitmer for her COVID-19 related executive orders. Subsequently, Governor Whitmer requested that the MSC clarify that their order does not go into effect until October 30, 2020. On Monday October 12, 2020, the Michigan Supreme Court rejected Governor Whitmer's request to delay the effect of its decision to strike down the EPG. On, Tuesday, October 13, 2020, Senate Bill 1108 passed, amending the Open Meetings Act to allow municipalities to hold electronic meetings. On Friday, October 16, 2020, Governor Whitmer signed into law Senate Bill 1108 amending the Open Meetings Act. Subsequently, on December 22, 2020, Public Act 267 of 1976 was amended through Senate Bill 1246 extending the electronic meetings with no reason through March 31, 2021. The act also allows that after March 31, 2021, electronic meetings may be held if a local state of emergency was declared. On March 23, 2020, the Flint City Council extended Mayor Neeley's declaration of emergency indefinitely due to the COVID-19 pandemic. Therefore, this meeting will be held electronically.

Pursuant to Act 267 of the Public Acts of 1976 Open Meetings Act as amended, notice is hereby given that the Flint City Council will conduct four (4) regularly scheduled committee meetings, to be held as follows:

**Flint City Council Committee Meetings
(Finance, Governmental Operations, Legislative and Grants)
Wednesday, November 3, 2021, at 5 p.m.**

1. The public and media may listen to the meeting online by live stream at <https://www.youtube.com/c/FlintCityCouncilMeetings> or through Start Meeting by dialing (617) 944-8177. (If unable to get through, please dial (206) 451-6011.)
2. In order to speak during the PUBLIC SPEAKING PERIOD of each meeting by telephone, participants will also call (617) 944-8177. (If unable to get through, please dial (206) 451-6011):
 - a. All callers will be queued and muted until the Public Speaking portion of each agenda;
 - b. Public speakers will be unmuted in order and asked if they wish to address the City Council ON ANY SUBJECT;
 - c. Public speakers should state and spell their name for the record and will be allowed two (2) minutes for public speaking during each meeting;
 - d. The speaker will be returned to mute after the 2 minutes have expired;
 - e. After the telephonic public speakers for each committee meeting are completed, emailed public comments will be read by the City Clerk. All emailed public comments will be timed for 2 minutes;
 - f. Per Rules Governing Meetings of the Council (Rule 7.1 VII), there will only be one speaking opportunity per speaker per meeting. Consequently, public participants who call in and speak during the public speaking period of the meetings WILL NOT have any written comments as submitted read by the City Clerk.
3. The public may send public comments by email to CouncilPublicComment@cityofflint.com no later than 10 minutes prior to the meeting start time of 5 p.m.
4. Persons with disabilities may participate in the meeting by the above-mentioned means or by emailing a request for an accommodation to CouncilPublicComment@cityofflint.com, with the subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request accommodation - including, but not limited to, interpreters.
If there are any questions concerning this notice, please direct them to City Council office at (810) 766-7418.

ROLL CALL

MEMBER REMOTE ANNOUNCEMENT

Pursuant to the newly revised Open Meetings Act, each Council member shall state that they are attending the meeting remotely and shall state where he or she is physically located (county or city and state).

MEMBER CONTACT INFORMATION

Eric Mays - (810) 922-4860; Maurice Davis - mdavis@cityofflint.com; Santino Guerra - sguerra@cityofflint.com; Kate Fields - kfields@cityofflint.com; Jerri Winfrey-Carter - jwinfrey-carter@cityofflint.com; Herbert Winfrey - (810) 691-7463; Monica Galloway - mgalloway@cityofflint.com; Allan Griggs - agriggs@cityofflint.com; Eva Worthing - eworthing@cityofflint.com.

PROCEDURES ON CONDUCTING ELECTRONIC MEETINGS

All boards and commissions must adhere to all laws established under the Michigan Compiled Laws and in accordance with the revisions to the Open Meetings Act adopted in Senate Bill 1246, as passed on December 17, 2020, and signed into law on December 22, 2020, and subsequent amendments that may be adopted.

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

PUBLIC SPEAKING

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), two (2) minutes per speaker. Only one speaking opportunity per speaker.

COUNCIL RESPONSE

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

RESOLUTIONS

210547 Modification/Recycling Infrastructure Grant Agreement/State of Michigan/Department of Environment, Great Lakes and Energy (EGLE)/City of Flint

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to approve amendments to the MI-EGLE Recycling Infrastructure Grant agreement: the deadline date will be extended to September 30, 2022, the grant amount increased by \$60,300.00, an amended

project agreement total of \$386,300.00, and the required match amount of \$130,000.00 remains unchanged. [NOTE: The Department of Public Works and Water Pollution Control entered into a Recycling Infrastructure Grant agreement from the Department of Environment, Great Lakes and Energy (EGLE), adopted by City Council on September 9, 2019. The current COVID-19 pandemic has caused the required improvements to be delayed and the cost of raw materials have increased.]

210548 CO#1/Contract No. 21-088/Shelter of Flint/Homeless Assistance/Homelessness Prevention/Emergency Solutions Grant (ESG) Program

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into Change Order No. 1 to Contract No. 21-088 with Shelter of Flint to increase the contract by \$184,903.00, for a revised contract amount of \$540,829.00, with funds available in Uncommitted Accounts, as requested by Department of Community and Economic Development (DCED). [NOTE: Shelter of Flint was awarded \$2,441,943.00 Coronavirus Aid, Relief and Economic Security (CARES) money in the amount of \$2,441,943.00 for the Emergency Solutions Grant (ESG). Shelter of Flint has indicated a need for additional funding for wages and salaries and appliances association with operation of the facility.]

210549 Grant Acceptance/Scrap Tire Cleanup/Michigan Department of Environment, Great Lakes and Energy (EGLE)/City of Flint/Office of Blight Elimination

Resolution resolving that the appropriate city officials are authorized to do all things necessary to abide by the terms of the Scrap Tire Cleanup Grant, in the amount of \$10,000.00, and (to) make the grant funds available in the current and any subsequent fiscal years that the funding remains available by the grantor.

DISCUSSION ITEMS

ADJOURNMENT



RESOLUTION NO.: 210547
 PRESENTED: NOV - 3 2021
 ADOPTED: _____

RESOLUTION AUTHORIZING DPW – WATER POLLUTION CONTROL TO AMEND THE STATE OF MICHIGAN RECYCLING GRANT AGREEMENT

BY THE MAYOR:

WHEREAS, The City of Flint, Department of Public Works, Water Pollution Control (WPC) entered into a Recycling Infrastructure Grant agreement from State of Michigan, Department of Environment, Great Lakes, and Energy (Resolution 190375, adopted 09/09/2019, EGLE Tracking code: 20*0163); and


WHEREAS, The City has a partnership agreement with BioWorks Energy LLC to generate renewable electrical power for WPC from digested sewage and organic wastes; and

WHEREAS, The current Covid-19 pandemic has caused the required improvements to be delayed and the cost of raw materials have increased. The State of Michigan-EGLE has agreed to extend the grant project deadline to September 30, 2022, and has increased the amount of the grant funding by \$60,300.00. The new not to exceed total project amount will be \$386,300.00. The required match amount of \$130,000.00 and the project scope remain unchanged.

Account Number	Account Name	Project Amount
296-550.100-963.100	WPC State Grants (SEGLE-RECY19)	\$386,300.00

THEREFORE BE IT RESOLVED, That the appropriate City Officials authorize to do all things necessary to approve amendments to the MI-EGLE Recycling Infrastructure Grant agreement, the deadline date will be extended to September 30, 2022, the grant amount increased by \$60,300.00, an amended project agreement total of \$386,300.00, and the required match amount of \$130,000.00 remains unchanged.

APPROVED AS TO FORM:



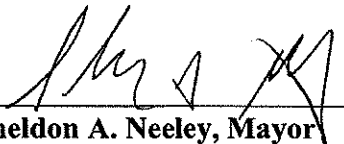
 Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



 Robert Widigan, Finance Director

FOR THE CITY OF FLINT:



 Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

 Kate Fields, City Council President



EGLE Tracking Code/Project Number
Division/Office
Amendment Request No.

20*0163
MMD
3

AMENDMENT TO THE RECYCLING INFRASTRUCTRE GRANT AGREEMENT
BETWEEN
THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, and ENERGY
AND
CITY OF FLINT
(Authorized by 1994 PA 451)

This Amendment modifies the grant agreement between the Michigan Department of Environment, Great Lakes and Energy (hereafter "State"), and the City of Flint (hereafter "Grantee"), signed by the State on September 10, 2019, for the City of Flint Project. This Amendment does not take effect until signed by both parties.

The revisions to the grant agreement are limited to those specified below. All other provisions of the agreement remain in effect.

PROJECT SCOPE (WORK PLAN)

There are no changes in scope of work.

AGREEMENT PERIOD (END DATE)

The State and the Grantee agree to extend the end date of this grant agreement from September 30, 2021 to September 30, 2022. The Grantee will complete all obligations under this project no later than the end date, as amended. Costs incurred after the amended end date are not eligible for reimbursement under the grant agreement.

COMPENSATION (BUDGET)

The are no changes is compensation

AUTHORIZED SIGNATURES

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Jeanette M. Best
Signature
Jeanette M. Best, WPC Manager
Name/Title

9/3/21
Date

FOR THE STATE:

Elizabeth M. Browne
Signature
Elizabeth M Browne, Director, Materials Management Division
Name/Title

September 3, 2021
Date



CITY OF FLINT

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

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


BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: 
(Jeanette M. Best, WPC Manager)



EGLE Tracking Code/Project Number
Division/Office
Amendment Request No.

20*0163
MMD
2

AMENDMENT TO THE RECYCLING INFRASTRUCTURE GRANT AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, and ENERGY
AND
THE CITY OF FLINT
(Authorized by 1994 PA 451)

This Amendment modifies the grant agreement between the Michigan Department of Environment, Great Lakes and Energy (hereafter "State"), and the City of Flint (hereafter "Grantee"), signed by the State on September 10, 2019 for the City of Flint Project. This Amendment does not take effect until signed by both parties.

The revisions to the Grant Agreement are limited to those specified below. All other provisions of the Agreement remain in effect.

PROJECT SCOPE (WORK PLAN)

There are no changes in the project scope nor work plan.

AGREEMENT END DATE

There is no Agreement Period change.

COMPENSATION (BUDGET)

The City of Flint is requesting an additional \$60,300.00 in grant funding. The need for additional funding is due to the cost of raw materials have risen since when the project was first put out to bid in 2019. Pandemic related cost increases have driven up the cost of lines items by as much 90%.

The Amount of Match remains the same; however, due to the increased Project Total the Amount of Match Percentage will need to be decreased from 40% to 34% to coincide with the Amount of Match.

The amended Project Total is \$386,300.00.

Signature Page Follows

AUTHORIZED SIGNATURES

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Jeanette M. Best
Signature
Jeanette M. Best, WPC Manager
Name/Title

9/3/21
Date

FOR THE STATE:

Elizabeth M. Browne
Signature
Elizabeth M. Browne, Division Director, Materials Mgmt. Division
Name/Title

September 3, 2021
Date

Signature Page – Amendment Request No.2 to the Recycling Infrastructure Grant Agreement

**Department of Environment, Great Lakes and Energy
Fiscal Year 2019 Revised Recycling Infrastructure Grant Budget Form
Revised August 12, 2021**

Grantee Name: City of Flint Water Pollution Control Facility

Line Item No.	Budget Line Item Description	Quantity	Unit Price	Budget Amount
1	Tank Mixing/Transfer Pump	2	\$37,150	\$74,300
2	Biogas Containment	1	\$36,400	\$36,400
3	Tank Mixing system	1	\$145,000	\$145,000
4	Check valve	2	\$650,00	\$1,300
5	Digested food waste pipeline (6")	1500'	\$9.00	\$13,500
6	Level control sensor	2	\$4,000	\$8,000
7	Food waste flow meter	1	\$5,000	\$5,000
8	Pressure transmitter (biogas)	2	\$700	\$1,400
9	Building roof-digested food waste tanks	1	\$8,500	\$8,500
10	Mixing/transfer pump	1	\$13,000	\$13,000
11	Control valves	2	\$3,900	\$7,800
12	Food waste pipeline to digester building	900	\$9	\$8,100
13	Level control sensor	1	\$4,000	\$4,000
14	Food waste flow meter	1	\$5,000	\$5,000
15	Building roof-zimpro building	1	\$30,000	\$30,000
16	Depackaging Equipment install	1	\$25,000	\$25,000

Total Grant Budget \$361,300

Grant Amount Awarded
\$256,300

Local Match Amount
\$ 105,000

Total Grant Budget
\$ 361,300

RESOLUTION NO.: 190375
PRESENTED: 9-4-19
ADOPTED: 9-09-2019

RESOLUTION AUTHORIZING DPW – WATER POLLUTION CONTROL TO ACCEPT THE STATE OF MICHIGAN RECYCLING GRANT AWARD AND APPROVAL TO ENTER INTO THE GRANT AGREEMENT

BY THE MAYOR:

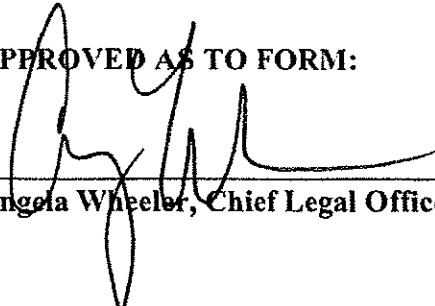
WHEREAS, The City of Flint, Department of Public Works, Water Pollution Control (WPC) was awarded the Recycling Infrastructure Grant from State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE); and

WHEREAS, The City has a partnership agreement with Bioworks Energy LLC to generate renewable electrical power for WPC from digested sewage and organic wastes; and


WHEREAS, this award is to improve the existing anaerobic digestion method used by WPC and Bioworks Energy LLC, enhancing the capability to accept and process a greater variety of food wastes.

THEREFORE BE IT RESOLVED, That the appropriate City Officials authorize to do all things necessary to appropriate grant award funding for FY 20 and to budget in future years as long as the funds are still available from the grantor and abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the amount of \$196,000.00 to Fund 296, Department 550.100, under Grant Code SEGLE-RECY19.

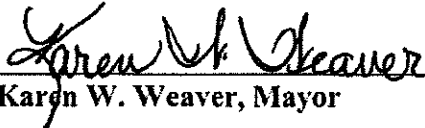
BE IT FURTHER RESOLVED, That the Department of Public Works Director and Water Pollution Control Manager be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above.

APPROVED AS TO FORM:


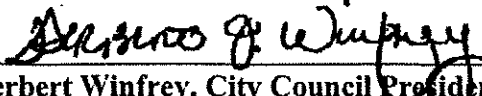
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Tamar Lewis, Deputy Finance Director

FOR THE CITY OF FLINT:


Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:


Herbert Winfrey, City Council President

Signature:

Email: cedwards@cityofflint.com



RESOLUTION NO.: _____

PRESENTED: NOV - 3 2021

ADOPTED: _____

Resolution Authorizing Change Order No. 1 to Contract No. 21-088 with Shelter of Flint to Increase the Contract by \$184,903.00 for a Revised Contract Amount of \$540,829.00

BY THE MAYOR:

WHEREAS, The City of Flint is a recipient of Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) in the amount of \$2,441,943 for ESG. These funds must be used to prevent, prepare for, and respond to coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

WHEREAS, At its meeting on August 10, 2021, the Flint City Council authorized allocations to several agencies, including \$355,926 to Shelter of Flint for shelter operations and essential services.

WHEREAS, Shelter of Flint has indicated a need for additional funding for wages and salaries and appliances associated with the operation of the Shelter. Staff is recommending an additional \$184,903 be awarded to the Shelter of Flint.

WHEREAS, ESG-CV Shelter operations funding is available to be allocated to eligible agencies/activities.

WHEREAS, Per the requirements of CPD Notice 21-08, issued July 19, 2021 by the U.S. Department of Housing and Urban Development, On October 26, 2021, CED published on the City's Website a Notification of CARES Act Award to Shelter of Flint.

WHEREAS, Funding is available in the following accounts:


Dept.	Name of Account	Account Number	Grant Code	Amount
P&D	ESG Shelter Operations TBD	282-750.101-502.750	FHUD-ESGCA	\$184,903
P&D	ESG Shelter Operations TBD	282-750.101-963.100	FHUD-ESGCA	\$184,903



CITY OF FLINT

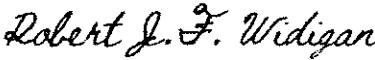
IT IS RESOLVED, That the appropriate City officials are authorized to do all things necessary to enter into change order number 1 to contract number 21-088 with Shelter of Flint to increase the contract by \$184,903 for a revised contract amount of \$540,829. Funds are available in the uncommitted accounts and will be moved to appropriate accounts upon adoption of this resolution.

APPROVED AS TO FORM:


Angela Wheeler (Oct 26, 2021 16:34 EDT)


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCES:



Robert J.F. Widigan, Interim Chief
Financial Officer

ADMINISTRATION:


Sheldon A. Neeley, Mayor

CITY COUNCIL:

Kate Fields, President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: October 25, 2021

BID/PROPOSAL# - N/A

AGENDA ITEM TITLE: Resolution Authorizing Change Order No.1 to Contract No. 21-088 with Shelter of Flint to Increase the Contract by \$184,903 for a Revised Contract Amount of \$540,829

PREPARED BY: Department of Planning and Development – Community and Economic Development Division

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint is a recipient of Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) in the amount of \$2,441,943 for Emergency Solutions Grant funding (ESG). These funds must be used to prevent, prepare for, and respond to coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

At its meeting on August 10, 2021, the Flint City Council authorized allocations of ESG-CV to several local shelters, including \$355,926 to Shelter of Flint for shelter operations and essential services. This same resolution allocated \$1,372,539 in shelter operations, with agencies to be identified later. The City has been working with shelter agencies to identify uses for these funds and the Shelter of Flint has indicated a need for additional funding for wages and salaries and appliances associated with the operation of the shelter. Staff is recommending an additional \$184,903 be awarded to the Shelter of Flint.

Per the requirements of CPD Notice 21-08, issued July 19, 2021 by the U.S. Department of Housing and Urban Development, the City has published how it will use its ESG-CV funds. On October 26, 2021, CED published on the City's website, a Notification of CARES Act Award to Shelter of Flint.

FINANCIAL IMPLICATIONS: Funds for this purpose are reserved to provide services to the homeless population in Flint and serve to prevent, prepare or respond to coronavirus. Funds determined to be ineligible paid and drawn must be repaid using general fund dollars.



CITY OF FLINT

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN: N/A

Funds are available in the uncommitted accounts and will be moved to appropriate accounts upon adoption of this resolution.

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include ESG Shelter Operations with amounts of \$184,903.

PRE-ENCUMBERED? YES NO REQUISITION NO: 220005138, BA to SOF accounts upon adoption; requisitioned using uncommitted funds

ACCOUNTING APPROVAL: Carissa Dotson Date: 10/26/2021

FINANCE APPROVAL: Martita Moffett-Page (Oct 26, 2021 14:29 EDT) Date: 10/26/21

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO YEARS

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

BUDGET YEAR 1
BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): N/A

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

Suzanne Wilcox

Suzanne Wilcox, Director



RESOLUTION NO.: 210549

PRESENTED: NOV - 3 2021

ADOPTED: _____

RESOLUTION TO ACCEPT THE SCRAP TIRE CLEANUP GRANT BETWEEN THE MICHIGAN, DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE CITY OF FLINT, OFFICE OF BLIGHT ELIMINATION

BY THE CITY ADMINISTRATOR:

WHEREAS, the State of Michigan has authorized to provide grant assistance pursuant to Part 169, Scrap Tires of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), to the City of Flint; and

WHEREAS, the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), has awarded the City of Flint, Office of Blight Elimination, \$10,000.00 toward said project; and

WHEREAS, the agreement period will be from June 28, 2021, through December 31, 2021,

IT IS RESOLVED that the appropriate City Officials are authorized to participate in the Scrap Tire Cleanup grant on behalf of the City of Flint. Proper City officials are hereby authorized to provide the resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to EGLE requirements.

IT IS FURTHER RESOLVED that the appropriate City officials are authorized to do all things necessary to abide by the terms of the Scrap Tire Cleanup grant, in the amount of \$10,000.00 and make the grant funds available in the current and any subsequent fiscal years that the funding remains available by the grantor.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Oct 27, 2021 15:18 EDT)

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J. F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Oct 27, 2021 15:37 EDT)

Clyde D. Edwards, City Administrator

APPROVED BY COUNCIL:

Kate Fields, Council President



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

RESOLUTION STAFF REVIEW


Date: October 22, 2021

Agenda Item Title:

RESOLUTION TO ACCEPT THE SCRAP TIRE CLEANUP GRANT BETWEEN THE MICHIGAN, DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE CITY OF FLINT, OFFICE OF BLIGHT ELIMINATION

Prepared by:

Lottie Ferguson, Chief Resilience Officer


Lottie Ferguson (Oct 27, 2021 11:32 EDT)

Background/Summary of Proposed Action:

This agreement and its appendices constitute the entire Agreement between the State and the City of Flint and may be modified only by written agreement between the State and the City of Flint.

The State shall reimburse the City of Flint the actual cost, up to \$1,000.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$2.00 per additional PTE in excess of 500 PTE, not to exceed \$2,000.00 for a full semi-trailer with over 1,000 PTE. (Empty semi-trailers are not eligible for reimbursement) This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

The State shall also reimburse actual scrap tire transportation costs not to exceed \$1.00 per mile if the collection location is over 100 miles from the processor's location for sites that applied for transportation costs and were approved. The first 100 miles of transportation are covered under the existing semi-trailer reimbursement rate. The combined cost of reimbursement for scrap tire and transportation shall not exceed the approved grant amount.

Excluded from this process:

- No known exclusions

Financial Implications:

The \$10,000.00 added to the budget for FY22 in department 296-171.541 with grant code SEGLE-TIRE21.

Budgeted Expenditure: Yes ___ No X

Please explain, if no: This is a new grant that was not awarded when the budget was created.

Pre-encumbered: Yes ___ No X

Requisition #: _____

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

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL Martita Moffett-Page
Martita Moffett-Page (Oct 27, 2021 13:41 EDT)



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

Account Number	Grant Code	Account Name	Amount
296-171.541-801.000	SEGLE-TIRE21	Professional Services	\$10,000.00



**SCRAP TIRE CLEANUP GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF FLINT, OFFICE OF BLIGHT ELIMINATION**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Flint, Office of Blight Elimination ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Flint, Office of Blight Elimination % of grant state 100 / % of grant federal 0
 Amount of grant: \$10,000.00 Project Total: \$10,000.00
 Start Date (date executed by EGLE): June 28th, 2021 End Date: 12/31/2021

GRANTEE CONTACT:

Lindsay Crawford
 Name/Title
City of Flint, Office of Blight Elimination
 Organization
1101 South Saginaw Street
 Address
Flint, Michigan 48502
 Address
810-237-2090
 Telephone number

 Fax number
lcrawford@cityofflint.com
 E-mail address
38-6004611
 Federal ID number – (Required for Federal Funding)
072780067
 Grantee DUNS number - (Required for Federal Funding)


STATE'S CONTACT:

Kirsten Clemens
 Name/Title
EGLE-MMD-Scrap Tire
 Division/Bureau/Office
P.O. Box 30241
 Address
Lansing, Michigan 48933
 Address
517-614-7431
 Telephone number

 Fax number
EGLE-ScrapTire@Michigan.gov
 E-mail address

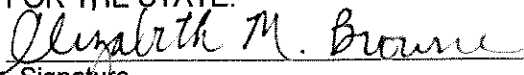
The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:


 Signature
Clyde D. Edwards
 Name/Title

5/25/21
 Date

FOR THE STATE:


 Signature
Elizabeth M. Browne, Director, Materials Management Division
 Name/Title

June 28, 2021
 Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit [quarterly] [financial and/or progress] reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Michigan Scrap Tire Program, EGLE, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

“Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee’s actions under this Agreement.

(B) The Grantee must comply with applicable workers’ compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred [and paid]. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, [unless otherwise specified in Appendix A].

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2020-2021 Scrap Tire Cleanup Program Grant Application.

GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed \$10,000.00, and the Grantee will be reimbursed as specified below, **NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE. All other costs associated with the removal of scrap tires, including labor costs, and additional charges for roll-off boxes and dump trailers, etc. are the responsibility of the Grantee.**

The State shall reimburse the Grantee the actual cost, up to \$1,000.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$2.00 per additional PTE in excess of 500 PTE, not to exceed \$2,000.00 for a full semi-trailer with over 1,000 PTE. ***It should be noted that empty semi-trailers are not eligible for reimbursement under the grant program.*** This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

The State shall also reimburse actual scrap tire transportation costs not to exceed \$1.00 per mile if the collection location is over 100 miles from the processor's location for sites that applied for transportation costs and were approved. The first 100 miles of transportation are covered under the existing semi-trailer reimbursement rate. The combined cost of reimbursement for scrap tire and transportation shall not exceed the approved grant amount.

Tires generated by a business or a commercial farm are not eligible to received funding under this program and will not be reimbursed. If business or farming tires are accepted at the community cleanup or collection event, the cost for disposal/recycling will be the responsibility of the grantee. Use of grant funding to pay for ineligible activities (i.e., disposal of business or commercial agricultural tires) may result in non-reimbursement of grant funding and may also restrict the grantee from receiving future funding.

GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires and scrap truck tires, and oversized tires removed from the site. **The Grantee is responsible for submittal of a COMPLETE Scrap Tire Transportation Record (EQP 5128).** Submittal of incomplete transportation records will delay reimbursement.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests signed by the Grantee, the Processor, and the End-User. Payment reimbursement requests shall be sent to: EGLE-ScrapTire@Michigan.gov.

Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment accompanied by a Final Project Report, which summarizes the project.

PROCESSOR AND END-USER REQUIREMENTS

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor). Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

UNUSABLE TIRES

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact EGLE for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfilling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

NOTIFICATION OF DELAYS

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

PROJECT COMPLETION

The State will make final payment after the project is complete. Project completion means all of the following:

- (A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.
- (B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation, all complete scrap tire transportation records signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires and oversized tires removed from the site.
- (C) The Grantee has notified the State that the site is clear of all scrap tires and rims covered under this Agreement.
- (D) The Grantee has provided a Final Project Report that summarizes the project including pertinent dates of events, number of participants, tires collected, pictures (if available), and any other information showing how your project was successful.

The State shall make a determination of project completion based on all of the following:

- (A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.

(C) The Grantee must notify the Scrap Tire Program Coordinator (via EGLE-ScrapTire@Michigan.gov) of each upcoming collection/cleanup event scheduled under the grant. This can include newsletters, flyers, web, or any other utilized media.

(D) The Grantee is required to provide recognition of the Scrap Tire Cleanup Grant funding as it relates to their individual project (sample language and logos are available upon request).

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