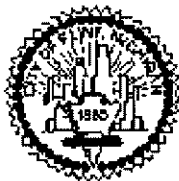


City of Flint, Michigan

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



Meeting Agenda - Final

Monday, June 24, 2019

4:30 PM

Committee Room

SPECIAL AFFAIRS COMMITTEE

Monica Galloway, Chairperson, Ward 7

*Eric Mays, Ward 1
Santino J. Guerra, Ward 3
Jerri Winfrey-Carter, Ward 5
Allan Griggs, Ward 8*

*Maurice D. Davis, Ward 2
Kate Fields, Ward 4
Herbert J. Winfrey, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

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

Council shall vote to adopt any amended agenda.

EXECUTIVE (CLOSED) SESSION

The Department of Law requests an Executive Session for the purpose of updating the City Council regarding pre-suit claims by Roy Fields, Sheena Johnson, Tracey Rudder, Vaughn Washington, Patricia Shurt, and Patricia Warner.

PUBLIC SPEAKING

Members of the public shall have no more than two (2) minutes to address the City Council on any subject.

SPECIAL ORDER**190243 Special Order/Foreclosed Properties**

A Special Order as requested by 1st Ward Councilperson Mays to allow for a discussion regarding foreclosed properties within the city.

RESOLUTIONS (POSTPONED)

[NOTE: Resolutions No. 180590, 180591, 190011, and 190242 were POSTPONED from the June 19, 2019 Committee meetings to this Special Affairs agenda due to the lack of a quorum.]

180590 Approval/City of Flint Statement of Policy/Anti-Bullying

Resolution resolving that the Flint City Council agrees to adopt the Anti-Bullying Policy, as requested by Human Resources.

180591 Approval/City of Flint Statement of Policy/Harassment and Discrimination in the Work Place/Complaint Procedure

Resolution resolving that the Flint City Council agrees to adopt the Harassment and Discrimination in the Work Place Policy, and Complaint Procedure, as requested by Human Resources. [NOTE: Policy last adopted on April 22, 2015.]

190011 Approval/City of Flint Statement of Policy/Alcohol & Drug Free Workplace & Testing Policy

Resolution resolving that the Flint City Council agrees to adopt the Alcohol & Drug Free Workplace & Testing Policy, as requested by Human Resources.

190242 Goyette Mechanical Co./Phase V & Phase VI Water Service Line Restoration Services

Resolution authorizing the Department of Purchases and Supplies, upon City Council's approval, to issue a purchase order to Goyette Mechanical Co. for Phase V and Phase VI water service line restoration services, as requested by Public Works/Utilities, in an amount NOT-TO-EXCEED \$12,186,535.26, contingent upon receiving additional funding from the State of Michigan, Department of Environment, Great Lakes and Energy (EGLE) [Grants Fund Acct. No. 496-540.210-801.060 (Phase V) and Grants Fund Acct. No. 496-540.006-801.060 (Phase VI).]

RESOLUTIONS

190188.1 Authorization/Water Pollution Control Improvements/SRF Project Plan and Loan Program Application

Resolution resolving that the Flint City Council formally approves and adopts the DPW - Water Pollution Control Improvements Plan and Program Application for the Michigan Department of Environment, Great Lakes, and Energy State Revolving Loan, AND, resolving that the DPW Director and Water Pollution Control (WPC) Manager be designated as the authorized representatives for all activities associated with the project, including the submittal of the Project Plan as the first step in applying to the State of Michigan for a revolving loan fund. [NOTE: The DPW - WPC Improvements Plan is a proposed State Revolving Fund project, with the Project Plan improvements creating a safer and more reliable system that will continue to have positive effects on the water quality of the Flint River, reduce operating expenses, and provide a safer environment for the communities surrounding each of the facilities.]

190208.1 Amended Resolution/Setting a Public Hearing/Annual Action Plan

An amended resolution resolving that the Department of Planning and Development, Division of Community and Economic Development, will hold a Public Hearing at 5:30 p.m., June 24, 2019, in City Council Chambers, 1101 South Saginaw Street, Flint, for the purposes of allowing review of the Annual Action Plan and to receive public comment. [NOTE: Resolution amended to correct the time of the council meeting from 5 p.m. to 5:30 p.m.]

190238 Grant Agreement/Michigan Department of Environment, Great Lakes and Energy (EGLE) fka MDEQ/Water Residential Assistance Program Grant

Resolution authorizing the appropriate City Officials to do all things necessary to accept an Amended Water Residential Assistance Program Grant in the amount of \$107,468.00, abide by the grant terms, amend the City's FY2018-19 Budget with the necessary appropriations for City of Flint grant code SDEQ-WRAP18, and budget any unspent grant funds in subsequent fiscal years in which these funds remain available from the grantor. [NOTE: The City of Flint Finance Department desires to accept an amended grant from EAGLE to assist an initial 387 COF water accounts identified to have received extraordinarily high adjustments on their water accounts,]

190244 Wade Trim/Construction Engineering Services

Resolution authorizing the Department of Purchases and Supplies to issue a purchase order to Wade Trim for Construction Engineering Services for Atherton Road and Dupont Street - Tiger Grant, as requested by the Water Plant, in an amount NOT-TO-EXCEED \$3,304,735.00 [Water Infrastructure Improvements for the Nation (WIIN) Grant; Major Street Fund; Tiger Grant Funds].

190245 CO #11/Contract/Cornerstone Municipal [Benefits] Group/Benefit Consulting Services

Resolution resolving that the appropriate City Officials are authorized to enter into Change Order No. 11 to the contract with Cornerstone Benefits Group to provide benefit consulting services, for a 12-month period through June 30, 2020, in the amount of \$120,000.00, and a total contract amount of \$996,100.00, under the same terms and conditions.

APPOINTMENTS (POSTPONED)

[NOTE: Appointment No. 190197 was POSTPONED from the June 19, 2019 Committee meetings to this Special Affairs agenda due to the lack of a quorum.]

190197 Reappointment/Hurley Board of Managers/Dr. Ronald Stewart/Ward 2

Resolution resolving that the Flint City Council approves the reappointment of Dr. Ronald Stewart (2425 Welch Blvd., Flint, MI 48504 - Ward 2) to a five-year term on the Hurley Board of Hospital Managers, commencing May 15, 2019, and expiring April 30, 2024, as recommended by Mayor Karen W. Weaver.

APPOINTMENTS**ORDINANCES (POSTPONED)**

[NOTE: Ordinances No. 190213 and 190239 were POSTPONED from the June 19, 2019 Committee meetings to this Special Affairs agenda due to the lack of a quorum.]

190213 Ordinance/Amendment/Chapter 50 (Zoning)/Fresh Start CDC/Warren Street, Bounded by Warren Street, North Saginaw Street, East Hamilton Street and Chippewa Street/PC 19-338/Ward 5

Ordinance to amend Chapter 50 (Zoning) of the Code of the City of Flint as requested by Fresh Start CDC (PC 19-338), for a zoning change for property fronting Warren Street, bounded by Warren Street, North Saginaw Street, East Hamilton Street and Chippewa Street as follows: Vacant property on Warren Street, Parcel No. 40-01-434-001, legally described as POMEROY-BONBRIGHT ADDITION, LOT 119, BLK 15; Vacant property on Warren Street, Parcel No. 40-01-434-003, legally described as POMEROY-BONBRIGHT ADDITION, LOT 120, BLK 15; Vacant property on Warren Street, Parcel No. 40-01-434-004, legally described as POMEROY-BONBRIGHT ADDITION, LOT 121, BLK 15; Vacant property on

Warren Street, Parcel No. 40-01-434-005, legally described as POMEROY-BONBRIGHT ADDITION, LOT 122, BLK 15; Vacant property on Warren Street, Parcel No. 40-01-434-006, legally described as POMEROY-BONBRIGHT ADDITION, LOT 124, BLK 15; Vacant property on Warren Street, Parcel No. 40-01-434-007, legally described as POMEROY-BONBRIGHT ADDITION, LOT 126, BLK 15; Vacant property on Warren Street, Parcel No. 40-01-434-008, legally described as POMEROY-BONBRIGHT ADDITION, LOT 128, BLK 15; Vacant property on Warren Street, Parcel No. 40-01-434-009, legally described as POMEROY-BONBRIGHT ADDITION, LOT 130, BLK 15; 611 Newall Street, Parcel No. 40-01-434-014, legally described as POMEROY-BONBRIGHT ADDITION, LOT 123, BLK 15; 617 Newall Street, Parcel No. 40-01-434-015, legally described as POMEROY-BONBRIGHT ADDITION, LOT 125, BLK 15; 619 Newall Street, Parcel No. 40-01-434-017, legally described as POMEROY-BONBRIGHT ADDITION, LOT 127, BLK 15, from "B" Two-Family Residential District to "D-2" Neighborhood Business District. [Planning Commission recommends APPROVAL.]

190239 Amendment/Ordinance/Chapter 46 (Utilities)/Article V (Wastewater Disposal Regulations)/Division I (Use of Storm Sewers)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 46 (Utilities), Article V (Wastewater Disposal Regulations), Division I (Use of Storm Sewers), by adding new sections 46-125 through 46-150.

ORDINANCES

DISCUSSION ITEMS

ADDITIONAL COUNCIL DISCUSSION

ADJOURNMENT

180590

RESOLUTION NO.: _____

PRESENTED: 11-20-18

ADOPTED: _____

RESOLUTION TO ADOPT THE ANTI-BULLYING POLICY

BY THE MAYOR:

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

WHEREAS, The City has prepared an Anti-Bullying Policy. The policy is attached.

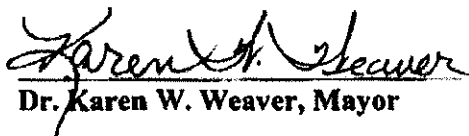
WHEREAS, Mayor, Karen W. Weaver recommends adopting the Anti-Bullying Policy.

THEREFORE, BE IT RESOLVED that the Flint City Council agrees to adopt the Anti-Bullying Policy.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:


Hughey Newsome, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: **Law Department**
SUBJECT: RESOLUTION FOR APPROVAL

This RESOLUTION has been forwarded to you for your respective review and approval.

Date recorded:

11/15/2018

18-6470

All documents should be reviewed within three working days after receipt by your office.

Anti-Bullying Policy

The attached resolution is submitted to the Legal Dept. for approval as to form only:

Review and Approval:	IN	OUT	<u>Approval</u>
1. City Attorney (Form Only):		11/15/2018	
2. Finance		11/15/2018	
3. City Administrator			

Please call Jennifer at ex. 2082



City of Flint

Policy: Anti-Bullying Policy	Original Date:
Issued by the City of Flint Legal Department and the Human Resources & Labor Relations Department	Revision Date:

Disclaimer: No statements in this policy are intended or set forth as contractual commitments or obligations of the City to any individual employee or group of employees or to establish an exception to the employment-at-will doctrine beyond that specified in contracts or pertinent collective bargaining agreements. If there are differences between the various collective bargaining agreements and this policy, the pertinent collective bargaining agreement takes precedence.

INTRODUCTION

The following is the City of Flint's policy prohibiting bullying of City public servants¹, employees or job applicants. The Complaint/Report Procedure described in this policy should be utilized to report bullying. The City will take appropriate action to prevent bullying and will protect the rights of public servants and employees who file complaints.

PURPOSE

The City of Flint ("City") considers workplace bullying unacceptable and will not tolerate it under any circumstances. This policy shall apply to all public servants, employees, contractors, interns, externs, and volunteers. Any employee found in violation of this policy will be disciplined, up to and including discharge.

A. Work Place Bullying Defined

The City defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical or otherwise, at the place of work and/or in the course of employment.

The City promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior.

The City encourages all public servants and employees to report any instance of bullying behavior. Any reports of this type will be treated seriously, investigated promptly and impartially. The complaint and procedure policy will be followed as found in this policy.

B. Work Place Bullying Behavior

The City considers the following types of behavior as workplace bullying. Please note, this list is not meant to be exhaustive and is only offered by way of example:

1. Exclusion or social isolation;
2. Excessive monitoring or micro-managing;
3. Personal attacks (angry outbursts, excessive profanity, or name-calling);
4. Encouragement of others to turn against the targeted employee;
5. Sabotage of a co-worker's work product or undermining of an employee's work performance;
6. Stalking;

¹ Public Servants: All persons employed or otherwise engaged by the Corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers. Flint City Charter §1-405

7. Unwelcome touching or uncontested-to touching;
8. Invasion of another's person's personal space;
9. Unreasonable interference with an employee's ability to do his or her work (i.e., overloading of emails);
10. Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets; and
11. Conduct a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interests

C. Complaint/Report Procedure

The following procedure shall be utilized by the City public servants and employees for the processing of complaints relating to bullying in the work place. This procedure shall apply only to those complaints directed against a person who at the time of the filing of the complaint is a City of Flint employee or public servant. The procedure may be utilized with regard to complaints covering administrators, supervisory personnel and co-employees. While the procedure itself is not directly applicable to complaints involving non-employees of the City of Flint, any bullying from such individuals in the City of Flint work place should be brought to the attention of the employee's supervisor and/or the Human Resources Director.

1. City of Flint Fact Finding Procedure

- i. An employee, regardless of position, who feels he or she is being or has been subjected to bullying is expected to notify the Human Resources Director or his/her supervisor (or a higher level supervisor if the immediate supervisor is the offending party) immediately by issuing their complaint in writing or verbally. All complaints will be forwarded to the Human Resources Director if the offending party. If the Human Resources Director is believed to have violated the City's Anti-Bullying Policy, the employee should immediately file a written or verbal complaint with the City Attorney.
- ii. The written complaint must provide the following:
 - a. The dates and times the instances of bullying have occurred;
 - b. The identity of the perpetrators;
 - c. Any known witnesses;
 - d. The nature of the conduct amounting to bullying; and
 - e. A request for an investigation.
- iii. If a verbal complaint is made then the person who took the complaint must reduce the complaint to writing and provide the requirements listed under Section E(1)(ii)

The Human Resources/Labor Relations Director then assigns an Investigator to the complaint. Information received during the complaint process will be treated as confidentially as may be permitted under the circumstances, giving due regard to an employee's right to be apprised of and respond to allegations made against him or her.

2. Investigation Process

- i. During the investigation a statement of public servants and/or employees or others with any possible knowledge of the situation are obtained through interviews. The statement may be reduced to writing for signature by the maker of the statement recorded or transcribed at the discretion of the investigator.
- ii. The complainant and the accused employee may be accompanied at the time of the statement by his or her union steward. Other persons may not be allowed at the time the statement is made.
- iii. Any physical and/or documentary evidence is collected or secured.
- iv. Upon completion of the investigation, a summary report of the findings and the investigator's recommendation is prepared and submitted to the Human Resources Director.
- v. The Human Resources Director in consultation with the City Administrator will issue the final determination as to whether the City's Anti-Bullying Policy has been violated.
- vi. If it is found the Policy has been violated, the Human Resources and Labor Relations Director in consultation with the City Administrator will determine what amount of disciplinary action is appropriate, and initiate implementation of discipline.

Although confidentiality will be maintained to the extent practicable throughout the investigation process, notification to the accused may occur at any step of this investigation process.

At any stage in the process an investigation may be discontinued or held in abeyance due to conflicting or insufficient evidence, improper motivation or lack of jurisdiction as determined by the investigator. The Human Resources Director, in consultation with the City Administrator, shall have final authority to determine whether an investigation proceeds or is discontinued. If the Human Resources Director is the subject of such investigation, final authority shall rest with the City Attorney.

3. Unsubstantiated Complaints

- i. If, as a result of the investigation, it is determined no violation of the policy has occurred, or there is insufficient information from which to make a determination whether a violation has occurred: The complaint and alleged bully shall be notified of the finding and the reason(s) therefore.

D. False Allegations

- i. If after an investigation the City of Flint finds clear and convincing evidence a complainant knowingly made false complaints, the complainant may be subject to disciplinary action up to and including termination.

DRAFT

180591

RESOLUTION NO.: _____

PRESENTED: 11-20-18

ADOPTED: _____

**RESOLUTION TO ADOPT HARASSMENT AND DISCRIMINATION IN THE WORK
PLACE POLICY AND COMPLAINT PROCEDURE**

BY THE MAYOR:

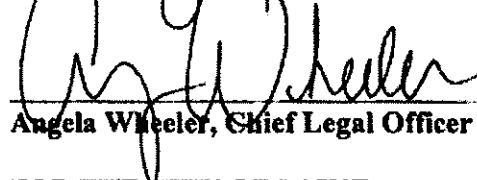
WHEREAS, The City of Flint intends to protect the rights of public servants and employees by adopting policies and procedures regarding discrimination and harassment.

WHEREAS, The City has prepared a Harassment and Discrimination in the Work Place Policy and Complaint Procedure. The policy is attached.

WHEREAS, Mayor, Karen W. Weaver recommends adopting the Harassment and Discrimination in the Work Place Policy and Complaint Procedure.

THEREFORE, BE IT RESOLVED that the Flint City Council agrees to adopt the Harassment and Discrimination in the Work Place Policy and Complaint Procedure.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:


Hughey Newsome, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: **Law Department**
SUBJECT: RESOLUTION FOR APPROVAL

This RESOLUTION has been forwarded to you for your respective review and approval.

Date recorded: 11/15/2018

18-6469

All documents should be reviewed within three working days after receipt by your office.

Harassment and Discrimination Policy

The attached resolution is submitted to the Legal Dept. for approval as to form only:

Review and Approval:	IN	OUT	<u>Approval</u>
1. City Attorney (Form Only):		11/15/2018	
2. Finance		11/15/2018	
3. City Administrator			

Please call Jennifer at ex. 2082



City of Flint

Policy: Harassment and Discrimination In the Work Place Policy and Complaint Procedure	Original Date:
Issued by the City of Flint Legal Department and the Human Resources & Labor Relations Department	Revision Date:

Disclaimer: No statements in this policy are intended or set forth as contractual commitments or obligations of the City to any individual employee or group of employees or to establish an exception to the employment-at-will doctrine beyond that specified in contracts or pertinent collective bargaining agreements. If there are differences between the various collective bargaining agreements and this policy, the pertinent collective bargaining agreement takes precedence.

INTRODUCTION

The following is the City of Flint's policy prohibiting discrimination and harassment of City public servants¹, employees or job applicants on any basis protected by federal, state or local law. The Complaint/Report Procedure described in this policy should be utilized to report discrimination and harassment. The City will take appropriate action to prevent discrimination and harassment and will protect the rights of public servants and employees who file complaints.

PURPOSE

Because the City of Flint ("the City") is an equal opportunity employer, it is the policy of the City that public servants, officials, employees and applicants shall receive consideration and treatment consistent with all equal employment opportunity laws in all terms and all conditions of work. This includes a workplace free of discriminatory and harassing conduct as those terms are defined. The City does not discriminate against anyone on the basis of race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, or non-disqualifying physical or mental disability, or any basis protected by federal, state, or local law.

The City strives to provide a work environment which promotes respect and in which each employee has the opportunity to develop to his or her full potential. Discrimination and harassment are strictly prohibited, not only because they violate the law, but also because they are contrary to the City's interest in attracting, retaining and promoting the most talented, effective and dedicated employees.

The City has an internal Complaint/Report Procedure to address and resolve complaints of discrimination and harassment. The City will take appropriate action to prevent discrimination and harassment, and to protect the rights of public servants who file complaints.

A. Discrimination is Prohibited

¹ Public Servants: All persons employed or otherwise engaged by the Corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers. Flint City Charter §1-405

The City requires all applicants, public servants, and employees be treated as individuals, on the basis of their own qualifications, skills, abilities, conduct and performance.

Discrimination on account of any status protected by law, including but not limited to those identified in the first paragraph above, is prohibited. This Policy applies to all employment practices, including recruitment, hiring, evaluation, promotion, transfer, discipline and termination, as well as to all forms of compensation and benefits.

All personnel working for the City, including public servants, contractors, students, interns, externs and volunteers are required to comply with this Policy, including the Complaint/Report procedure. All personnel must behave in a non-discriminatory and business-like manner in all dealings with co-workers and all non-employees of the City contracted in the course of employment. The Policy also prohibits discrimination and harassment by persons doing business with the City, including vendors.

B. Harassment is Prohibited

Additionally, this Policy prohibits harassment, both in the workplace and in other work-related activities, such as business trips and business-related meetings and social events. No employee should have to tolerate harassment of the type described in this Policy and the City takes allegations of harassment seriously. The City will promptly investigate all reports and complaints of prohibited harassment. If it is determined inappropriate conduct has occurred, the City will take corrective and remedial action appropriate to the situation. If any public servant or employee engages in harassment prohibited by this Policy, they will be subject to disciplinary action, up to and including discharge.

C. Sexual Harassment is Prohibited

Sexual harassment in the workplace or in other work-related settings is illegal and is prohibited by this Policy. Sexual harassment is typically defined as unwelcome sexual advances, unwelcome requests for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature, when:

- Submission to that conduct is made explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of that conduct is used as a basis for employment decisions; or
- The conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

For the purpose of this Policy "unwelcome" means "unwanted." An employee should never assume any such conduct is welcomed by others.

Under the definition given above, sexual harassment includes a direct or implied request by a supervisor for sexual favors in exchange for favorable job action (such as a favorable review, a salary increase or promotion) or in exchange for avoiding unfavorable job action (such as demotion, discipline or discharge). Any such requests are strictly prohibited and will result in disciplinary action or discharge. If any supervisor or manager makes any such direct or implied request, it must be reported as described in the policy. The City will take actions appropriate to fully investigate allegations of harassment.

The legal definition of sexual harassment also includes other types of conduct. While it is not possible to describe all circumstances which may constitute sexual harassment, the following are examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity and pervasiveness of the conduct:

- Sexual advances and propositions, with or without physical contact;
- Making or threatening reprisal for a negative response to sexual advances;
- Sexual epithets and jokes and written or oral remarks about a person's sex life, body or sexual activities, sexual deficiencies or prowess;
- Displaying or circulating obscene or sexually suggestive objects, pictures, cartoons, internet materials or screen-savers;
- Gossip or questions about someone's sexual experiences, gender identification, or orientation or talking about sexual experiences;
- Assaults, pinching, hugging, kissing or touching of an offensive or sexual nature or rubbing up against the body or impeding or blocking movement;
- Leering, wolf whistles, catcalls, sexual slurs or gestures, or sexually suggestive, insulting or degrading comments;
- Sexually suggestive or obscene letters, notes, e-mails or invitations; and
- Repeated flirtation, requests for dates and the like by anyone to someone who has indicated such attentions are not welcome.

Whether such conduct is deemed to be illegal or not, unwelcome and offensive conduct of these types by any individual toward anyone is prohibited by this Policy. Anyone found to be in violation of this policy is subject to disciplinary action up to and including termination and any other penalties recognized by Federal, State and Local law.

D. Other Types of Harassment are Prohibited

Not all harassment is sexual. This Policy also prohibits verbal or physical harassment of any person because of his or her race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, disability, height, weight, marital status, or protected status or exercise of legal rights, including the right to report violations of this Policy, where such conduct is unwelcome and has the effect

of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Whether any such conduct is deemed to be illegal or not, conduct such as that described below is prohibited:

- Epithets, slurs, ridicule, insults, or threatening, intimidating or hostile acts, including those that purport to be "jokes" or "pranks," made to or about someone because of his or her membership in a protected class or exercise of legal rights;
- Stereotyping or offensive comments, cartoons, pictures or objects that denigrate or insult members of a protected class or those who exercise legal rights; and
- Demeaning, hostile or derogatory remarks directed at someone because of his or her protected class status or exercise of legal rights.

These are just some examples of conduct which may constitute harassment, depending upon the totality of circumstances, including the severity and pervasiveness of the conduct.

E. Complaint/Report Procedure

The following procedure shall be utilized by the City public servants and employees for the processing of complaints relating to discrimination and harassment. This procedure shall apply only to those complaints directed against a person who at the time of the filing of the complaint is a City of Flint employee or public servant. The procedure may be utilized with regard to complaints covering administrators, supervisory personnel and co-employees. While the procedure itself is not directly applicable to complaints involving non-employees of the City of Flint, any discrimination or harassment from such individuals in the City of Flint work place should be brought to the attention of the employee's supervisor and/or the Human Resources Director.

1. City of Flint Fact Finding Procedure

- i. An employee, regardless of position, who feels he or she is being or has been subjected to illegal discrimination or harassment by another person on the basis of their race, color, sex, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, disability height, weight, marital status, is expected to notify the Human Resources Director or his/her supervisor (or a higher level supervisor if the immediate supervisor is the offending party) immediately by issuing their complaint in writing or verbally. All complaints will be forwarded to the Human Resources Director unless the Human Resources Director is the offending party. If the Human Resources Director is believed to have violated the City's No Harassment and Discrimination in the Work Place Policy, the employee should immediately file a written or verbal complaint with the City Attorney.

ii. The written complaint must provide the following:

- a. The dates and times the instances of discrimination or harassment have occurred;
 - b. The identity of the perpetrators;
 - c. Any known witnesses;
 - d. The nature of the conduct amounting to the discrimination or harassment; and
 - e. A request for an investigation
- iii. If a verbal complaint is made then the person who took the complaint must reduce the complaint to writing and provide the requirements listed under Section E(1)(ii).**

The Human Resources/Labor Relations Director then assigns an investigator to the complaint. Information received during the complaint process will be treated as confidentially as may be permitted under the circumstances, giving due regard to an employee's right to be apprised of and respond to allegations made against him or her.

2. Investigation Process

- i. During the investigation a statement of public servants and/or employees or others with any possible knowledge of the situation are obtained through interviews. The statement may be reduced to writing for signature by the maker of the statement recorded or transcribed at the discretion of the investigator.
- ii. The complainant and the accused employee may be accompanied at the time of the statement by his or her union steward. Other persons may not be allowed at the time the statement is made.
- iii. Any physical and/or documentary evidence is collected or secured.
- iv. Upon completion of the investigation, a summary report of the findings and the investigator's recommendation is prepared and submitted to the Human Resources Director.
- v. The Human Resources Director in consultation with the City Administrator will issue the final determination as to whether the City's No Harassment and Discrimination in the Work Place Policy has been violated.

- vi. If it is found the Policy has been violated, the Human Resources and Labor Relations Director in consultation with the City Administrator will determine what amount of disciplinary action is appropriate, and initiate implementation of discipline.

Although confidentiality will be maintained to the extent practicable throughout the investigation process, notification to the accused may occur at any step of this investigation process.

At any stage in the process an investigation may be discontinued or held in abeyance due to conflicting or insufficient evidence, improper motivation or lack of jurisdiction as determined by the investigator. The Human Resources Director, in consultation with the City Administrator, shall have final authority to determine whether an investigation proceeds or is discontinued. If the Human Resources Director is the subject of such investigation, final authority shall rest with the City Attorney.

3. Unsubstantiated Complaints

- I. If, as a result of the investigation, it is determined no violation of the policy has occurred, or there is insufficient information from which to make a determination whether a violation has occurred: The complainant and alleged harasser shall be notified of the finding and the reason(s) therefore.

F. Federal, State and Local Laws

Federal, state and local laws prohibit illegal discrimination, harassment and retaliation. It is the policy of the City to comply with all state and federal laws which prohibit illegal harassment and discrimination in the workplace, including the Elliott-Larson Civil Rights Act and Title VII of the 1964 Civil Rights Act.

G. False allegations

If after an investigation the City of Flint finds clear and convincing evidence a complainant knowingly made false complaints, the complainant may be subject to disciplinary action up to and including termination.

RESOLUTION NO. 190011

(Resolution to Adopt the Alcohol & Drug Free Workplace and Testing Policy) is being prepared by the Administration for the 2/20/2019 Legislative Committee agenda. Policy attached.

CITY OF FLINT

ALCOHOL & DRUG FREE WORKPLACE AND TESTING POLICY

1. PURPOSE

The City of Flint recognizes the importance of a drug and alcohol free workplace. The abuse of drugs, alcohol or other chemical substances by an employee endangers the safety of the public, the employee, and other City employees. The City recognizes it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and/or alcohol during working hours, while on City property, or while using City equipment will be subject to discipline up to and including termination of employment.

2. APPLICATION

This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment.

Nothing in this policy shall conflict with the Collective Bargaining Agreements of any employees. If a provision of this policy conflicts, the Collective Bargaining Agreement prevails.

Because of Federal law requirements, any employee who is convicted of manufacturing, distributing, dispensing, possessing, or use of controlled substances in the workplace must report that fact within five days of the conviction to the Director of Human Resources and Labor Relations. If your job relates to, or is funded by a Federal grant or contract, the City is required to notify the Federal Government of your conviction within ten (10) days.

3. APPLICANT PRE-EMPLOYMENT TESTING

All applicants will undergo drug and/or alcohol testing following a conditional offer of employment, but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen or a drug or alcohol test will be considered as a refusal to undergo a test.

4. FOR CAUSE TESTING

Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion there is cause to believe an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- b. Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;

- c. Receipt of a report of drug or alcohol use by an employee while at work;
- d. Information that an employee has tampered with drug or alcohol testing at any time;
- e. Negative job performance patterns by the employee; or
- f. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources and Labor Relations Department.

5. POST-ACCIDENT TESTING

Post-Accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close as possible. No employee required to take a post-accident alcohol or drug test may use any alcohol or drugs of any kind following the accident until the employee undergoes the post-accident testing.

6. RANDOM TESTING

The City of Flint will randomly test employees for compliance with its drug-free workplace policy. As used in this policy, "random testing," means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, the City of Flint has no discretion to waive the selection of an employee selected by this random selection method.

The City may, at various times, randomly select members of the following employment groups, at its discretion, for unannounced random testing for drugs or alcohol:

- a. Police officers
- b. Firefighters
- c. Safety-Sensitive Employees: Persons engaged in activities that directly affect the safety of the public.
- d. Employees whose work requires possession of a CDL.

7. SCHEDULED PERIODIC TESTING

The City of Flint reserves the right to conduct periodic testing on a regularly scheduled basis for employees in designated departments, classifications or workgroups.

8. RETURN TO DUTY TESTING

When an employee has a confirmed positive test result, or has been sent to a drug dependency program at the request of the City of Flint as a condition of continued

employment, the employee will be required to be tested at least six (6) times in the first twelve (12) months following the employee's return to active duty. Return to Duty tests must be conducted under direct supervision.

9. SUBSTANCES COVERED BY DRUG AND ALCOHOL TESTING

Employees will be tested for their use of commonly abused controlled substances, which include amphetamines, barbiturates, benzodiazepines, opiates, cannabinoids*, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances.

Employees must advise testing lab employees of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to testing lab personnel.

** Despite Michigan law, marijuana for medical or recreational use is a Drug Enforcement Administration listed Schedule I controlled substance and therefore is prohibited.*

10. MARIJUANA USE PROHIBITED

The State of Michigan has enacted legislation allowing for the recreational and medical use of marijuana. Despite Michigan law, marijuana for medical or recreational use is a Drug Enforcement Administration listed Schedule I controlled substance. Therefore, the marijuana use remains prohibited when engaged in activities governed by Federal law specifically, the U.S. Department of Transportation (DOT) Drug and alcohol testing regulations.

The City of Flint, as an employer, is required to ensure the safety and protection of the citizens served by its employees. Therefore, the enactment of the Medical Marijuana Act (MMA) and recreational marijuana usage legislation does not override existing policies concerning the following:

- The City of Flint Alcohol & Controlled Substance Testing Policies and Procedures for Employers with Commercial Driver's License (CDL) or City policies affiliated with DOT Federal Transit Administration Regulations;
- Negligent entrustment of City vehicles;
- Driving while impaired or yielding positive test results post-accident, including the operation of City vehicles or a private vehicle while conducting City business;
- Any employee engaged in conduct or action prohibited by the MMA;
- Smoking marijuana in public;
- Possession of marijuana at schools or correctional facilities;
- Operating a vehicle under the influence of marijuana;
- Selling marijuana during hours of employment, at any City work site and/or on City property;
- Being in possession of marijuana while on City premises or on duty; and
- Working while under the influence of marijuana.

11. TESTING METHODS AND PROCEDURES

All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards established by the state or federal government. Testing will be conducted on a urine sample provided by the employee to the testing laboratory under procedures established by the laboratory to ensure privacy of the employee, while protecting against tampering/alteration of the test results.

Employees will be considered to be engaged at work for the time spent in taking any tests and will be compensated for such time at their regular rate.

The City of Flint will pay for the cost of the testing, including the confirmation of any positive test result by gas chromatography. The testing lab will retain samples in accordance with state law, so an employee may request a retest of the sample at his or her own expense if the employee disagrees with the test result.

12. REFUSAL TO UNDERGO TESTING

Employees who refuse to submit to a test are subject to disciplinary action, up to and including immediate discharge.

13. POSITIVE TEST

If an employee tests positive on an initial screening test, the employee will be temporarily suspended while the confirmation test is being conducted. On receipt of the confirmation test, the employee will be subject to disciplinary action, up to and including discharge. Discipline selected by the City of Flint will depend on a variety of factors, including, but not limited to, the prior work record of the employee, the length of prior employment, the prior accident and attendance record of the employee, the circumstances that led to the testing, and the proposals by the employee to address the problem.

14. RIGHT TO EXPLAIN TEST RESULTS

All employees and applicants have the right to meet with the testing laboratory personnel, and with the City of Flint, to explain their test results. These discussions should be considered confidential, except information disclosed in such tests will be communicated to personnel within the City of Flint Human Resources and Labor Relations department or within the lab who need to know such information to make proper decisions regarding the test results or regarding the employment of the individual.

15. RIGHT TO REVIEW RECORDS

Employees have a right to obtain copies of all test results from the testing laboratory, or from the City of Flint. When an employee disagrees with the test results, the individual may request the testing laboratory repeat the test. Such repeat testing will be at the expense of the individual, unless the repeat test overturns the original report of the lab, in which case the City of Flint will reimburse the employee for the costs incurred for the retest.

16. CONFIDENTIALITY REQUIREMENTS

All records concerning test results will be kept in medical files that are maintained separately from the personnel file of the employee.

Testing laboratories may conduct testing only for substances included on the disclosure list provided to the individual, and may not conduct general testing related to the medical conditions of the individual that are unrelated to drug use.

17. RETESTING

Employees may request a retest of their positive test results within five (5) working days after notification by the City of Flint of such positive test result. This retest is at the expense of the individual, unless the original test result is called into question by the retest.

Where the employee or applicant believes the positive test result was affected by taking lawful or prescribed substances, the individual may be suspended without pay pending receipt of confirming information to substantiate the claims of the individual. Normally, the individual will be provided no more than five (5) business days in which to provide this additional information.

Once City of Flint has determined whether there is evidence to indicate the test results are incorrect, the City of Flint will advise the individual of its decision.

18. TREATMENT, TERMINATION AND REHIRE

Employees who test positive for any drug(s) listed on the disclosure list have two (2) choices. One, the employee may agree to enter an authorized treatment program approved by the City of Flint, and agree to subsequent retesting for a period of two (2) years after returning from treatment. Or two, the employee will be terminated immediately and will not be considered for rehire until he or she can show he or she has remained drug-free for a period of two years or more.

19. RESPONSIBILITIES OF INDIVIDUALS

In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

- a. *Working under the Influence of Performance Impairing Medication:* Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.
- b. *Reporting to Work or Working While Impaired:* Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.
- c. *Reporting Violations:* The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus,

employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

Any questions concerning this policy, its interpretation or application should be directed to the Human Resources and Labor Relations Department.

Policy Enacted: 2004

Policy Revision: November 20, 2006

Policy Revision: December 4, 2018

19-8102

190242

PROPOSAL SLR

SUBMISSION NO

PRESENTED

ADOPTED

6-19-19

BY THE CITY ADMINISTRATOR

**RESOLUTION TO GOYETTE MECHANICAL FOR PHASE V AND PHASE VI WATER
SERVICE LINE RESTORATION SERVICES**

RESOLUTION

The Department of Purchases and Supplies has solicited a proposal for **Phase V and Phase VI Water Service Line Restoration Services**, as requested by Public Works and Utilities; and

The City of Flint bid out restoration services to complete both soft surface (grass/green belt) and hard surface (sidewalk, asphalt street, concrete street, driveway and curb) restoration for the remainder of its **Phase V (\$6,017,479.26)** and **Phase VI (\$6,169,056.00)** addresses. The City of Flint received bids from seven solicitations for said requirements. Goyette Mechanical was the low bidder. Funding for said services will come from the following accounts: Phase V 496-540.210-801.060 (\$315,000.00); Phase VI 496-540.006-801.060; and

IT IS RESOLVED, Department of Purchases and Supplies is authorized to issue a purchase order to **Goyette Mechanical** for **Phase V and Phase VI Water Service Line Restoration Services** in the amount not to exceed **\$12,186,535.26**, contingent upon additional funding from the State of Michigan/EGLE.

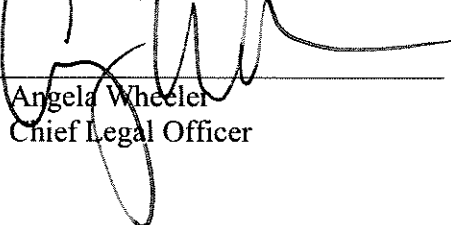
APPROVED PURCHASING DEPT.


Joyce A. McClane
Purchasing Manager

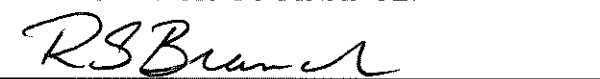
APPROVED AS TO FINANCE


Tamar A. Lewis
Deputy Finance Director

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

APPROVED AS TO FINANCE:


Steve Branch
City Administrator



CITY OF FLINT

DEPARTMENT OF PUBLIC WORKS

Dr. Karen W. Weaver
Mayor

Robert Bincsik
Director of Public Works

6/10/2019

Recd 6-18-19 jam

TO: Joyce A. McClane
Purchasing Manager

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

SUBJECT: RECOMMENDATION – PHASE V AND PHASE VI WATER SERVICE LINE
RESTORATION SERVICES

I have carefully reviewed the bids for Phase VI restoration services after water service line replacements. I am recommending the low bidder, Goyette Mechanical, in the amount not to exceed \$6,169,056.00. I am further requesting an additional \$6,017,479.26 to finish the remaining addresses from Phase V for an aggregate amount of \$12,186,535.26.

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

/krm

*CONTINGENT
UPON FUNDING FOR
PHASE VI
ASSUMPTIONS
FOR PHASE VI
FAC*

RESOLUTION STAFF REVIEW

DATE: June 19, 2019

Agenda Item Title: Phase V & Phase VI Fastart Restoration

Prepared By: Kathryn Neumann/Robert Bincsik

Background/Summary of Proposed Action:

The City of Flint estimates to have approximately 15,000 addresses left to restore as part of its Fastart Service line replacement program. These restorations will include restoration at both service line replacement addresses and service line exploration addresses. Phase V has approximately 7803 addresses still needing restoration and Phase VI is expected to have as many as 8000 addresses depending on the number of completed Phase VI SLR's and SLE's. The City of Flint bid out restoration services to complete both soft surface (grass/green belt) and hard surface (sidewalk, asphalt street, concrete street, driveway and curb) restoration for the remainder of its Phase V and Phase VI addresses. The City of Flint received bids from the following vendors: Goyette, City of Flint, WT Stephens, Land Constructors, Martha Brown Custom Builders, Inner City and Zito Construction. Goyette was the low bidder and it's recommended they are awarded in the amount not to exceed \$12,186,535.26.

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

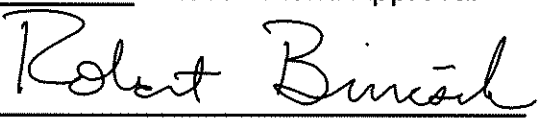
Budgeted Expenditure? Yes ☒ No ☐ **Please explain if no:**

Account No.: Phase V 496-540.210-801.060, Phase VI 496-540.006-801.060

Pre-encumbered? Yes ☒ No ☐ **Requisition #** 190002188

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

Staff Recommendation: Recommend Approval

Staff Person: 
Robert Bincsik, Director of Public Works

Phase 5 Explorations Cost

	Quantities per Address SLE	Cost	Total cost	Percent of the time done	
	150 ft^2 Soft Surface	\$3.30	\$495.00	100.00%	\$495.00
	50 ft^2 Sidewalk	\$7.20	\$360.00	30.00%	\$108.00
	Total per SLE				\$603.00
Total SLE	6242				\$3,763,926.00
	Quantities per Address SLR				
	150 ft^2 Soft Surface	\$3.30	\$495.00	100.00%	\$495.00
	50 ft^2 Sidewalk	\$7.20	\$360.00	30.00%	\$108.00
	48 ft^2 Concrete Street	\$16.77	\$804.96	100.00%	\$804.96
	10 ft^2 Curb	\$35.70	\$357.00	10.00%	\$35.70
	Total per SLR				\$1,443.66
Total SLR	1561				\$2,253,553.26
Phase 5 total					\$6,017,479.26

Phase 6 Explorations Cost

	Quantities per Address SLE	Cost	Total cost	Percent of the time done	
	150 ft^2 Soft Surface	\$3.30	\$495.00	100.00%	\$495.00
	50 ft^2 Sidewalk	\$7.20	\$360.00	30.00%	\$108.00
	Total per SLE				\$603.00
Total SLE	6400				\$3,859,200.00
	Quantities per Address SLR				
	150 ft^2 Soft Surface	\$3.30	\$495.00	100.00%	\$495.00
	50 ft^2 Sidewalk	\$7.20	\$360.00	30.00%	\$108.00
	48 ft^2 Concrete Street	\$16.77	\$804.96	100.00%	\$804.96
	10 ft^2 Curb	\$35.70	\$357.00	10.00%	\$35.70
	Total per SLR				\$1,443.66
Total SLR	1600				\$2,309,856.00
Phase 6 total					\$6,169,056.00

*assuming 20% lead discovery rate for 8000 addresses for Phase 6

Total \$12,186,535.26

RESOLUTION NO.: 190188.1
PRESENTED: 6-24-19
ADOPTED: _____

**RESOLUTION AUTHORIZING THE PUBLICLY OWNED TREATMENT WORKS,
DPW - WATER POLLUTION CONTROL IMPROVEMENTS SRF PROJECT PLAN AND
LOAN PROGRAM APPLICATION**

BY THE MAYOR:

WHEREAS, The Administrative Rules of the Michigan Department of Environment, Great Lakes, and Energy, State Revolving Loan Fund (SRF), by the authority conferred on the director of the Department of Environment, Great Lakes, and Energy by section 5316 of Act No. 451 of the Public Acts of 1994, being §324.5301 of the Michigan Compiled Laws, provides that State Revolving Loan Fund applicant hold a public hearing on the proposed project not less than 30 days after advertising in a local newspaper of general circulation and at a time and place conducive to maximizing public input; and

WHEREAS, The Publicly Owned Treatment Works, DPW - Water Pollution Control Improvements Plan is a proposed State Revolving Fund project. The public hearing notice was published in the Flint Journal on May 21, 2019, allowing for a thirty-day public comment period and copies of the Project Plan was made available for public review on May 14, 2019; and

WHEREAS, The public hearing, in accordance with these rules, was held on June 24, 2019; and

WHEREAS, All public comments have been considered and addressed; and

WHEREAS, The Project Plan improvements will create a safer and more reliable system that will continue to have positive effects on the water quality of the Flint River, reduce operating expenses, and provide a safer environment for the communities surrounding each of the facilities. The proposed project will also improve the wastewater treatment system to meet and maintain Michigan Department of Environment, Great Lakes, and Energy, EPA, and public health regulations by rehabilitating deteriorated force mains, improve sludge dewatering, disinfection processes, pumping station function, electrical switchgear, and biosolids processing; and

WHEREAS, Adoption of the Project Plan and approval of the loan program application does not obligate the City to accept any funding that may be approved through the application process, if approved by the State, it only allows the City to be a candidate for SRF loan consideration; and

WHEREAS, The Mayor, Dr. Karen W. Weaver, recommends applying for the Michigan Department of Environment, Great Lakes, and Energy State Revolving Loan Program.

THEREFORE BE IT RESOLVED, that the Flint City Council formally approve and adopt said Project Plan and Program Application for the Michigan Department of Environment, Great Lakes, and Energy State Revolving Loan.

BE IT FURTHER RESOLVED, that the Department of Public Works Director and Water Pollution Control Manager be designated as the authorized representatives for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a revolving fund loan.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:


Tamar Lewis, Deputy Finance Director

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

RESOLUTION STAFF REVIEW

June 4, 2019

Agenda Item Title: Resolution Authorizing the Publicly Owned Treatment Works, DPW
- Water Pollution Control Improvements SRF Project Plan and Loan
Program Application

Prepared By: Krystal Wallace

Background/Summary of Proposed Action:

The DPW Publicly Owned Treatment Works, Water Pollution Control is requesting approval to submit a loan application for State Revolving Fund (SRF). This action will allow the City to meet the SRF Loan July 1, 2019 application deadline. This action does not obligate the City to accept any loan funds. The City must submit a complete application to be granted SRF Loan consideration. If the SRF Loan application is approved, then the State will provide the terms and conditions of the loan. Prior to acceptance of any SRF loan, an approved Resolution for SRF Loan acceptance will be obtained.

Financial Implications:

There are no additional funding requirements for this action.

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

Account No.: N/A

Pre-encumbered? Yes ☐ No ☐ Requisition: N/A

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

Staff Recommendation: Approve

Staff Person: 
(Jeanette M. Best, WPC Manager)

Michigan Department of Environmental Quality
Rick Snyder, Governor
Dan Wyant, Director

<http://www.michigan.gov/deq>

Clean Water Revolving Funds
SRF/SWQIF Project Plan Submittal Form

Name of the Project City of Flint Publicly Owned Treatment Works, DPW – Water Pollution Control Improvements		Applicant's Federal Employer Identification Number (EIN) 38-6004611	
Legal Name of Applicant (The legal name of the applicant may be different than the name of the project. For example, a county may be the applicant for bonding purposes, while the project may be named for the particular village or township it serves.) City of Flint, A Municipal Corporation		Areas Served by this Project Counties: Genesee Congressional Districts: 5 State Senate Districts: 27 State House Districts: 49	
Address of Applicant (Street, PO Box, City, State & Zip) 1101 S. Saginaw Street, Flint, Michigan 48502			
NPDES Permit Number (if permit holder) MI0022926		Associated SAW Grant Number (if applicable)	
Brief Description of the SRF/SWQIF Project Publicly Owned Treatment Works Improvements			
Disadvantaged Community Determination <input checked="" type="checkbox"/> The applicant is requesting a disadvantaged community determination, and a completed <i>Disadvantaged Community Status Determination Worksheet</i> is attached.			
Estimated Total Cost of the SRF/SWQIF Project \$114,565,100.00		SRF/SWQIF Construction Start Target Date September, 2020	
Name and Title of Applicant's Authorized Representative JEANETTE BEST, WATER POLLUTION CONTROL MANAGER			
Address of Authorized Representative (if different from above) G-4652 Beecher Road, Flint, Michigan, 48532		Telephone 810-691-9811 E-Mail Address JBEST@cityofflint.com	
Signature of Authorized Representative			Date
Joint Resolution(s) of Project Plan Adoption/Authorized Representative Designation is attached. check here <input checked="" type="checkbox"/>			

A final project plan, prepared and adopted in accordance with the Department's *Clean Water Revolving Funds (SRF and SWQIF) Project Plan Preparation Guidance*, must be submitted by July 1st in order for a proposed project to be considered for placement on a Project Priority List for the next fiscal year. Please send your final project plan with this form to:

REVOLVING LOAN SECTION
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
PO BOX 30241
LANSING MI 48909-7741

Disadvantaged Community Status Determination Worksheet

The following data is required from each municipality in order to assess the disadvantaged community status. Please provide the necessary information and return to:

Robert Schneider
Revolving Loan Section
Office of Drinking Water and Municipal Assistance
P.O. Box 30241
Lansing, MI 48909-7741
Schneiderr@michigan.gov

If you have any questions please contact Robert Schneider at 517-388-6466

Please check the box this determination is for:

☐ DWRF ☒ SRF

1. Total amount of anticipated debt for the proposed project, if applicable.

\$114,565,100.00

2. Annual payments on the existing debt for the system.

\$0.00

3. Total operation, maintenance and replacement expenses for the system on an annual basis.

\$9,029,811.63

4. Number of "residential equivalent users" in the system.

30,240

For determinations made using anticipated debt, a final determination will be made based upon the awarded loan amount.

Please contact Krystal Wallace at extension 3621 once signed or if there are any questions.

RESOLUTION REVIEW FORM

FROM: DPW - WATER POLLUTION CONTROL

Department

Law Office Login #

19-8087

RESOLUTION NAME:

Resolution to approve the SRF Project Plan and Loan Application Submittal

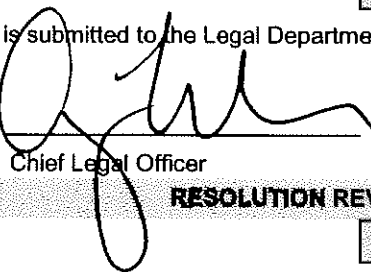
RESOLUTION REVIEW - LEGAL

Date In: 06/12/19

Date Out: 6-12-19

The attached RESOLUTION is submitted to the Legal Department for Approval as to **FORM ONLY:**

By: Angela Wheeler



Chief Legal Officer

RESOLUTION REVIEW - FINANCE

Date In:

Date Out: 6-18-19

The attached RESOLUTION is submitted to the Finance Department for Approval as to **FUNDING/FINANCE ONLY:**

By: Tamar Lewis

Signed - Lee Reso.
Deputy Financial Director

THIS RESOLUTION MAY NOW GO TO THE CITY ADMINISTRATION FOR SIGNATURE AND APPROVAL

190208.1

RESOLUTION NUMBER: _____

PRESENTED: 6 - 10 - 2019

ADOPTED: _____

Resolution to Set a Public Hearing on June 24, 2019 in the City of Flint Council Chambers, 1101 S. Saginaw Street, Flint, Michigan, to Allow Review and Receive Public Comment on the Annual Action Plan.

BY THE MAYOR:

The City of Flint receives Community Development Block Grant (CDBG); HOME Investment Partnerships Program funds (HOME), and Emergency Solutions Grant (ESG) from the U.S. Department of Housing and Urban Development and is required to report on the use of such CDBG, HOME, and ESG funds each year. The City is also required to provide interested citizens the opportunity to examine the Annual Action Plan and to make comments on the use of these funds.

The City of Flint will make copies of the report available to the public in the main branch of the Flint Public Library, Flint Housing Commission, Genesee County Metropolitan Planning Commission, the Division of Community and Economic Development, and the Office of the City Clerk.

A public hearing will be held on the 24th day of June 2019 at 5:30 p.m. in the City of Flint Council Chambers, 1101 S. Saginaw Street, Flint, Michigan, to allow review and receive public comment on the Annual Action Plan.

IT IS RESOLVED, that the Department of Planning and Development, Division of Community and Economic Development, will hold a Public Hearing on June 24, 2019 for the purposes of allowing review of the Annual Action Plan and to receive public comment.

APPROVED AS TO FORM:

Angela Wheeler, City Attorney

ADMINISTRATION:

CITY COUNCIL:

Dr. Karen W. Weaver, Mayor

Flint City Council

RESOLUTION STAFF REVIEW

Date: May 28, 2019

Agenda Item Title: Resolution to set a public hearing on June 24, 2019 at 5:00 p.m. in the City of Flint Council Chambers, 1101 S. Saginaw Street, Flint, Michigan, to allow review and receive public comment on the Annual Action Plan.

Prepared by:
DCED

Summary of Proposed Action:

The Department of Planning and Development, Division of Community and Economic Development, is required to hold a public hearing each year to all review and receive public comment on the Annual Action Plan. This resolution authorizes setting the public hearing.

Financial Implications:
None

Pre-encumbered?: Yes ____ No ____ NA ____ Requisition:

Account No.

Accounting Coordinator Signature: _____

Other implications (i.e. collective bargaining):
No other implications are known at this time.

Staff Recommendation: Recommend Approval

Approval:

Suzanne Wilcox
Planning and Development Director

SUBMISSION NO.: 190238

PRESENTED: 6-19-19

ADOPTED: _____

RESOLUTION

Resolution to enter into a Grant Agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE), f.k.a. (MDEQ) to provide relief to 387 water accounts.

BY THE MAYOR:

Whereas, the terms of Resolution #170354.3 states that GLWA and the State of Michigan are to provide the City of Flint a total of \$750,000, consisting of funding through GLWA's Water Relief Assistance Program ("WRAP") and funds directly from the State. On February 13, 2018, the Flint City Council conducted a special meeting on and determined that the first allocation of funding would be used to provide credits to account holders who had experienced under-billing due to malfunctioning water meters and large corrections in their bills upon meter repairs, and

Whereas, Flint City Council adopted Resolution # 180067.1, stating that arrears relief would be provided to identified citizens who had experienced large corrections on their utility bills due to underestimations of usage. The State of Michigan Treasurer's office and EGLE further defined the terms under which the arrears relief funding would be available and added a cap of \$1,200 per address and disallowed the use of funds to pay for the sewer portion of the utility bills, and

Whereas, the City of Flint Finance Department desires to accept an amended grant from EGLE in the amount of \$107,468.00 to assist an initial 387 accounts identified to have received extraordinarily high adjustments on their water accounts (See Attachment A),

IT IS RESOLVED, that appropriate City Officials are authorized to do all things necessary to accept the Amended Water Residential Assistance Program Grant for \$107,468.00, to abide by the grant terms, to amend the City's fiscal year 2018-19 budget with the necessary appropriations for City of Flint grant code SDEQ-WRAP18, and to budget any unspent grant funds in subsequent fiscal years in which these funds remain available from the grantor.


APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Steve Branch, City Administrator

APPROVED AS TO FINANCE:


Tamar Lewis, Deputy Finance Director


Dr. Karen W. Weaver, Mayor

CITY COUNCIL:


Herbert Winfrey, Council President

RESOLUTION STAFF REVIEW

DATE: June 11, 2019

Agenda Item Title: Authorization to enter into Grant Agreement and Amendment#1 with Michigan Department of Environment, Great Lakes and Energy (EGLE), f.k.a. (MDEQ) in the amount of \$107,468.00 for Water Residential Assistance Program (WRAP)

Prepared By: Tamar Lewis, Deputy Finance Director/Acting CFO

Background/Summary of Proposed Action:

The purpose of this resolution is to accept a DEQ grant and Amendment #1 to the grant which provides relief to water-only bills for addresses listed in Attachment A totaling \$107,468.00. The list includes 378 residential accounts which received high adjustments after meters were replaced; resulting in high water bills.

Financial Implications: Grant guidelines must be followed or there is potential for ineligible costs, un-reimbursed expense, repayment, etc.

Budgeted Expenditure? Yes ☐ No ☒ Please explain if no: Need Adopted Resolution

Account Nos. BS&A City of Flint Grant Code # SDEQ-WRAP18

Pre-encumbered? Yes ☐ No ☒ Requisition #

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

Staff Recommendation: Recommend Approval

Staff Person:



Tamar A. Lewis
Acting Chief Financial Officer

170354.3

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RESOLUTION NO.: _____

PRESENTED: 11-21-2017

ADOPTED: RTAB 11-29-17

AMENDED RESOLUTION TO APPROVE MASTER AGREEMENT BETWEEN THE CITY OF FLINT, DEPARTMENT OF ENVIRONMENTAL QUALITY OF THE STATE OF MICHIGAN, THE GENESEE COUNTY DRAIN COMMISSIONER, THE GREAT LAKES WATER AUTHORITY AND THE KAREGNONDI WATER AUTHORITY

BY THE MAYOR:

The City of Flint ("COF"), Department of Environmental Quality of the State of Michigan ("DEQ"), the Genesee County Drain Commissioner ("GCDC"), the Great Lakes Water Authority ("GLWA"), and the Karegnondi Water Authority ("KWA") have worked in collaboration for the purposes of effectuating the overall agreement described in the Statement of Principles for Long Term Water Delivery to the City of Flint ("Statement of Principles"), signed by the Parties and dated April 18, 2017 and implemented through the Master Agreement and the exhibits attached thereto and incorporated therein (collectively, referred to as the "Transaction Documents").

WHEREAS, the aforementioned parties have come to a collective agreement to enter into a partnership for the purpose of Flint receiving long term water source from GLWA to provide safe drinking water to the residents of the City, to relieve the City of its debt service payment obligations on the KWA bonds, obtain ownership of the 72-inch pipe and a backup water source in the event of an emergency.

WHEREAS, The Mayor and Flint City Council have worked in collaboration with the State which has resulted in the Governor's legal counsel, stating in writing that the current board member of GLWA appointed by the Governor will be asked to resign and that upon application of a qualified representative from the City of Flint, the Governor intends to appoint a Flint resident to that seat; that \$750,000 will be granted to the City of Flint, in some combination of GLWA Water Residential Assistance Program (WRAP) funds and by the State of Michigan from its Reserve Fund, for estimated water bill relief; that funds earmarked in the WIIN Fund for residential infrastructure will be immediately released by the State of Michigan to the City of Flint upon submittal and approval by EPA of an Intended Use Plan based on the amended Project Plan to be submitted by the City of Flint and proof of qualified expenditures pursuant to that Plan; and that the State of Michigan will request that the General Motors Engine Plant return as a user of the City of Flint water supply system.

WHEREAS, GLWA and the City have agreed to a Water Service Contract ("Water Contract") regarding the long-term service of potable water to the City of Flint. Great Lakes Water Authority shall sell and supply water to the City of Flint in accordance with the terms of the GLWA/Flint Water Contract for a period of thirty years from the effective date of the GLWA/Flint

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Water Contract. The Master Agreement along with the following exhibits comprising the Transaction Documents are attached:

- Exhibit A - GLWA/Flint Water Contract
- Exhibit A-2 - Irrevocable License of Essential Water Mains and Raw Water Rights
- Exhibit B - GLWA/GCDC Finished and Backup Water Contract
- Exhibit C - Baseline Trust and All Receipts Trust Agreement
- Exhibit D - KWA/GLWA/Flint Three Party Agreement
- Exhibit E - DEQ/GCDC Grant Agreement (City not a party)
- Exhibit F - Contract for Deed, Quit Claim Deed for 72-inch pipe and Bill of Sale related to 72-inch pipe, License of 72 Inch Main by City of Flint to GLWA, and Sublicense of the 72 Inch Main by GLWA to the County of Genesee
- Exhibit G - KWA/Flint Raw Water Contract Amendments (Exhibits to Three Party Agreement)
- Exhibit H - Letter from the Governor's legal counsel


WHEREAS, Mayor Karen Weaver recommends that the Water Service Contract should be entered into in collaboration with the DEQ, GCDC, GLWA and KWA.

WHEREAS, Subject to GLWA Board approval that the language that was added to the proposed Master Agreement (other than timing adjustments) and Article 12.04(B) & (F), (G), (H) and 12.06 that expired on October 1, 2017, be removed; that upon full execution of such agreements, the Michigan Department of Environmental Quality and the City of Flint and the Flint City Council all stipulate to setting aside the judgment, withdrawing of all pleadings and other filings by all parties in US District Court Case No. 17-12107, and that the case be dismissed; and that the Great Lakes Water Authority be advised that the Flint City Council withdraws all statements in all its pleadings regarding the non-payment of water bills owed to the Great Lakes Water Authority by the City of Flint. ("Additional Terms").

NOW THEREFORE BE IT RESOLVED that the Flint City Council approves the Master Agreement and the Exhibits attached to the master agreement, inclusive of the Water Service Contract between the City of Flint and the Great Lakes Water Authority contingent upon the Additional Terms; and

The Mayor and the City Clerk are authorized to execute and deliver the Transaction Documents to be executed by the City and to do all other things necessary to effectuate the execution and delivery of the Transaction Documents in accordance with the provisions of this Resolution.

APPROVED AS TO FORM:


 Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

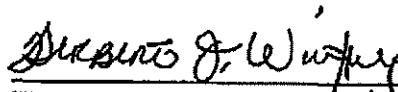

 Hughey Newsome, Chief Financial Officer

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FOR THE CITY OF FLINT:


Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:


Herbert Winfrey, City Council President

PRESENTED TO CITY COUNCIL:

11-21-2017

ADOPTED BY CITY COUNCIL:

11-21-2017

ADOPTED BY THE RECEIVERSHIP
TRANSITION ADVISORY BOARD
NOVEMBER 29, 2017

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DEQ Tracking Code/Project Number _____

Division/Office: Administration

Amendment Request No.: 1

AMENDMENT TO THE WATER RESIDENTIAL ASSISTANCE PROGRAM GRANT
CONTRACT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE CITY OF FLINT

This Amendment modifies the grant contract between the Michigan Department of Environmental Quality (hereafter "State"), and the City of Flint (hereafter "Grantee"), signed by the State on October 15, 2018 for the Water Residential Assistance Program Project. This Amendment does not take effect until signed by both parties.

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

PROJECT SCOPE (WORK PLAN)

The State and the Grantee agree to the following,

Scope: The grant is to provide relief for drinking water billings only at the addresses and for the amounts listed in Attachment A of this Amendment. This is the sum total of grant funds committed through this grant agreement.

Calculations: The total grant allotment of \$107,468 is based on an estimate of the water account adjustments for 378 residential accounts. Adjustments are based on the amount of money billed when meters are replaced after a series of estimated bills are given to residents. Residents who receive an adjustment of 5 ccf or more (determined by the difference of the actual read at the time of the meter change versus the average of all pre-estimated bills) are eligible for this account balance relief via credit funded by this grant. No contingency will be applied.

Final Report: The grantee agrees to submit a final report containing the specific account identifiers and the specific amounts applied to each account not to exceed the amounts indicated in attachment A. Supporting documentation is to be submitted including, but not limited to, billing system generated reports/invoices and Excel worksheets. Documentation will show the date of meter installation and will show the difference in drinking water billing amounts from the pre and post meter installation and the date on which the 'credit' was applied to the applicable account.

Grantee Contact shall be amended to the following:

Name/Title

City of Flint

Organization

1101 South Saginaw Street

Address

Flint, Michigan 48502

Address

Telephone number

E-mail address

CONTRACT PERIOD (END DATE) No Change

The Grantee will complete all obligations under this project no later than the end date, as defined in the grant agreement.

COMPENSATION (BUDGET)

The State and the Grantee agree to the budget modifications described in the attached Budget Revision worksheet. Total grant is \$107,468.

IV. AUTHORIZED SIGNATURES

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

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

BUDGET REVISION

Grantee Organization Name: City of Flint

Project Name: Water Residential Assistance Program

Tracking Code Number:

Period Cover

Date Submitted

BUDGET CATEGORIES	GRANT			MATCH			TOTAL
	Approved Budget	Proposed Change	Revised Project Grant Funds	Approved Local Match	Proposed Change	Revised Local Match Funds	
STAFFING AND FRINGE							
Staffing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL SERVICES							
Relief to 128 Accounts per Attachment A	\$ 45,126.00	\$ 62,342.00	\$ 107,468.00	\$ -	\$ -	\$ -	\$ 107,468.00
Contingency	\$ 6,774.00	\$ (6,774.00)	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ 51,900.00	\$ 55,568.00	\$ 107,468.00	\$ -	\$ -	\$ -	\$ 107,468.00
SUPPLIES & MATERIALS (Itemize)							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TRAVEL							
MLEAGE							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LODGING							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MEALS							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER (tolls, parking, etc.)							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT							
Subtotal	\$ 51,900	\$ 55,568	\$ 107,468	\$ -	\$ -	\$ -	\$ 107,468
INDIRECT RATE							
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRANT AND MATCH BUDGET							
TOTAL	\$ 51,900.00	\$ 55,568.00	\$ 107,468.00	\$ -	\$ -	\$ -	\$ 107,468.00
Project Percentage Split			100.00%				



WATER RESIDENTIAL ASSISTANCE PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND THE CITY OF FLINT

COPY

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (DEQ), Administration Division ("State"), and the City of Flint ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in P.A. 340 of 2016. This Agreement is subject to the terms and conditions specified herein.

Project Name: Water Residential Assistance Program

Amount of grant: \$51,900

100 % of grant state \$51,900 / 0% of grant federal

Amount of match: \$0

PROJECT TOTAL: \$51,900 (grant plus match)

Start Date 09/01/18

End Date: 09/30/19

GRANTEE CONTACT:

Hughes, Newsome, Chief Financial Officer

Name/Title

City of Flint

Organization

1101 South Saginaw Street

Address

Flint, Michigan 48502

Address

810 766 7266

Telephone number

Fax number

hnewsome@cityofflint.com

E-mail address

38-6004611

Federal ID number

Grantee DUNS number

DEQ CONTACT:

Kelly Green

Infrastructure Coordinator

Name/Title

Administration Division/DEQ

Organization

P.O. Box 30473

Address

Lansing, Michigan 48909

Address

517-284-5409

Telephone number

Fax number

Greenk1@michigan.gov

E-mail address

TREASURY CONTACT:

Larry Steckelberg

Administrator

Name/Title

Department of Treasury

Division/Bureau/Office

Richard H Austin Bldg.

Address

Lansing, Michigan 48909

Address

517-241-3733

Telephone number

Fax number

steckelberg1@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:

RS Branch
Signature

10/11/2018
Date

RS BRANCH CITY ADMINISTRATOR
Name/Title

FOR THE STATE:

Signature

COPY
Date

Name/Title

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 other than budget line item revisions less than 10 percent of the budget line item 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 monthly financial and 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
September 1 – September 30	October 10 *
October 1 – October 31	November 30
November 1 – November 30	December 31
December 1 – December 31	January 31
January 1 – January 31	February 28
February 1 – February 28	March 31
March 1 – March 31	April 30
April 1 – April 30	May 30
May 1 – May 31	June 30
June 1 – June 30	July 31
July 1 – July 31	August 31
August 1 – August 31	September 30
September 1 – September 30	October 10 *

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*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. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide 1 copy 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 DEQ, per the guidelines provided by the program.

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, 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 reports, or other services.

(E) The State's approval of, 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 subject to applicable laws. 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.

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 OMB Circular A-21, A-87, or A-122, 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.

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.

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 (<http://www.michigan.gov/sigmavss>).

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 may withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant.
- (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.

XXII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

APPENDIX A

- I. Scope: The purpose of this grant is to assist the City of Flint in implementing water meter replacements by assisting with drinking water billing relief to residential accounts in the manner and specific amounts outlined in this agreement.
- II. Limitations: This grant is to provide relief for drinking water billings only at the addresses and for the amounts listed in attachment A, for no more than \$1,200 per residential account. This is the sum total of grant funds committed through this grant agreement.
- III. Timing: Reimbursement to the City of Flint will be released as documentation for billing adjustments is provided to the state.
- IV. Calculations: The total grant allotment of \$51,900 is based on an estimate of the water account adjustments for 128 residential accounts. Adjustments are based on the amount of money billed when meters are replaced after a series of estimated bills are given to residents. Residents who receive an adjustment of 10 ccf or more (determined by the difference of the actual read at the time of the meter change versus the average of all pre-estimated bills) are eligible for this account balance relief via credit funded by this grant.

The grant allotment of \$51,900 includes \$45,126 of relief for 128 accounts and 15% contingency at \$6,774. Contingency is included to allow the City, Treasury, and DEQ to fully audit the calculations. Once the figures are agreed upon by the parties, the award amount will be adjusted accordingly.
- V. Final Report. The grantee agrees to submit a final report containing the specific account identifiers and the specific amounts applied to each account not to exceed the amounts indicated in attachment A. Supporting documentation is to be submitted including, but not limited to, billing system generated reports/invoices and Excel worksheets. Documentation will show the date of meter installation and will show the difference in drinking water billing amounts from the pre and post meter installation.
- VI. Certification: Grantee agrees that no elected official or employee shall be provided a benefit by way of this grant.
- VII. Release of Funds: Prior to release of funds the grantee will provide documentation on the list of address in Attachment A illustrating the date of meter installation and the difference in drinking water billing from pre and post meter install. Meter replacements must be on or after January 1, 2017.



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

COPY

Applicant Name: City of Flint
Project Name: Water Residential Assistance Program
Tracking Code Number:

	GRANT AMOUNT	LOCAL MATCH AMOUNT	TOTAL
Staffing		\$ -	\$ -
Fringe		\$ -	\$ -
STAFFING AND FRINGE BENEFITS Subtotal	\$ -	\$ -	\$ -

CONTRACTUAL SERVICES	HOURS or UNITS	RATE or TOTAL			
Relief to 128 Accounts Per Attachment A	1.00	\$ 45,126	\$ 45,126	\$ -	\$ 45,126
Contingency	1.00	\$ 6,774	\$ 6,774	\$ -	\$ 6,774

SUPPLIES & MATERIALS (Itemize)	QUANTITY	COST			
		\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -

EQUIPMENT (any item over \$1000)					
		\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -

TRAVEL					
MILEAGE	MILES	RATE			
			\$ -	\$ -	\$ -
LODGING	NIGHTS	RATE			
			\$ -	\$ -	\$ -
MEALS	QUANTITY	RATE			
			\$ -	\$ -	\$ -
OTHER (tolls parking, etc.)	QUANTITY	RATE			
			\$ -	\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -

PROJECT					
Subtotal		\$ 51,900	\$ -	\$ 51,900	

INDIRECT RATE		RATE			
Subtotal		0%	\$ -	\$ -	\$ -

GRANT AND MATCH BUDGET					
TOTAL		\$ 51,900	\$ -	\$ 51,900	
Project Percentage Split		100.00%			

Resolution Routing

TO: Resolution Signatories
FROM: **FINANCE DEPARTMENT**
SUBJECT: RESOLUTION FOR APPROVAL

This RESOLUTION has been forwarded to you for your respective review and approval.

Date recorded: June 12, 2019 **No.**

**** All documents should be reviewed within three (3) working days after receipt by your office.**

Contractor:

Michigan DEQ

Resolution Content:

Grant Acceptance, Water Bills with large adjustments

\$107,468.00

The attached resolution is submitted to the Legal Dept. for approval as to form only:

The **Legal Department** reviewed this **RESOLUTION**, as to form and by signing this form approves as to **FORM ONLY**.

Review and Approval:

IN

OUT

APPROVAL

1. Finance/Budget

✓

✓

✓

2. City Attorney (**Form Only**):

✓

✓

✓

3. City Administrator:

6/12

4. Mayor:

*** Please call TAMAR, ext. 2301, Thank You. ***

190244

BID # (19000571)

SUBMISSION NO

PRESENTED

ADOPTED

6-24-2019

BY THE CITY ADMINISTRATOR

**RESOLUTION TO WADE TRIM FOR CONSTRUCTION ENGINEERING SERVICES FOR
ATHERTON ROAD AND DUPONT STREET – TIGER GRANT**


RESOLUTION

The Department of Purchases and Supplies has solicited a proposal for **Construction Engineering Services for Atherton Road and Dupont Street - Tiger Grant**, as requested by the Water Plant; and

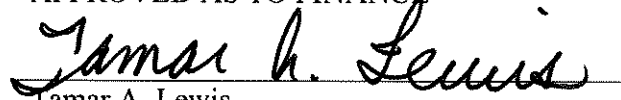
Wade Trim, Inc., 555 S. Saginaw Street, Suite 201, Flint, Michigan was the sole responsive bidder for said requirements. Funding for said services will come from the following accounts: 496-554.000-801.052 FEPA18WIIN-1 (\$315,000.00); 496-555.000-801.052 FEPA18WIIN-1 (\$735,000.00); 202-449.200-801.000 (\$130,000.00) and 296-446.300-801.000 FDOT16-TIGER (\$2,124,735.00); and

IT IS RESOLVED, Department of Purchases and Supplies is authorized to issue a purchase order to **Wade Trim, Inc.** for **Construction Engineering Services for Atherton Road and Dupont Street-Tiger Grant** in an amount not to exceed **\$3,304,735.00**. (Water Infrastructure Improvements for the Nation (WIIN) Grant, Major Street Fund, plus Tiger Grant Funds.

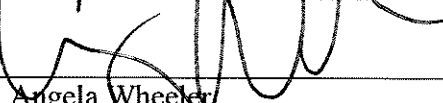
APPROVED PURCHASING DEPT.


Joyce A. McClane
Purchasing Manager

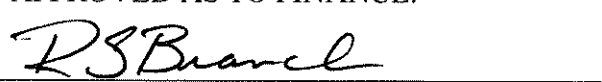
APPROVED AS TO FINANCE


Tamar A. Lewis
Deputy Finance Director

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

APPROVED AS TO FINANCE:


Steve Branch
City Administrator

RESOLUTION STAFF REVIEW

DATE: May 23, 2019

Agenda Item Title: Construction Engineering (CE) Services for Atherton Rd. (Van Slyke to Dort Hwy.) and Dupont St. (University Ave to Welch Blvd. and Bishop to Pasadena Ave.) – Tiger Grant

Prepared By: Betty Wideman

Background/Summary of Proposed Action: The construction engineering services for the complete replacement of Atherton Rd. (Van Slyke to Dort Hwy.) and Dupont St. (University Ave to Welch Blvd. and Bishop to Pasadena Ave.) as part of the TIGER GRANT. This project has been awarded \$20 million from the FHWA for sidewalk repairs, water main repair, and bridge repair (Atherton Rd).

Financial Implications: None

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

Account No.: FY20 and FY21 496-554.000-801.052, 496-555.000-801.052, 202-449.200-801.000, 296-446.300-700.100 *unallocated*

Pre-encumbered? Yes ☒ No ☐ **Requisition #190002189**

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

Without this purchase order the city is in danger of losing the grant funding from FHWA for the street replacement, sidewalks, lighting, trees, curb and gutter and the funding from WIIN for the watermain replacement.

Staff Recommendation: Recommend Approval

Staff Person:

Betty Wideman
Betty Wideman

190245

RESOLUTION NO.: CA9422019PRESENTED: 6-19-19

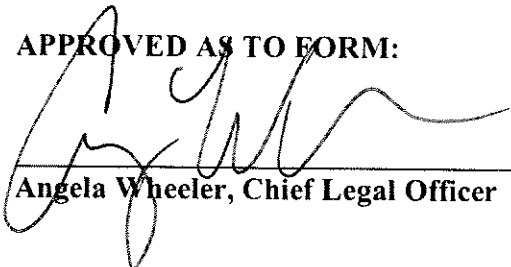
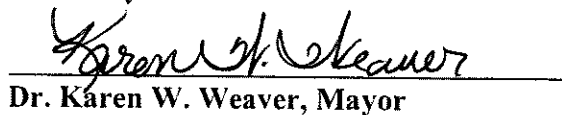
ADOPTED: _____

RESOLUTION AUTHORIZING CORNERSTONE MUNICIPAL GROUP**BY THE MAYOR:**

On December 18, 2018, the Proper Officials were authorized to enter into Change Order #10 to Contract #12-021 (CA4272017) for the purpose of retaining the services of Cornerstone Municipal Group through June 30, 2019. Cornerstone is currently a third party administrator and provides the City of Flint with benefit consulting services, Medicare Part D application and reconciliation processes for the drug prescription program, and the enrollment and maintenance of active employee benefit programs.

The Finance Department is recommending that Cornerstone Benefits Group be retained to provide additional services until June 30, 2020. Funding in an amount not to exceed \$120,000 for these services is to come from account # 627-000.105-716.100 & 627-853.250-801.000 equally.

IT IS RESOLVED, that the appropriate City officials are authorized to enter into Change Order #11 to the contract with Cornerstone Benefits Group to provide these services for a 12-month period through June 30, 2020 in an amount of \$120,000 to be split equally between accounts 627-000.105-716.100 & 627-853.250-801.000 for a total contract amount of \$996,100 under the same terms and conditions.

APPROVED AS TO FORM:
Angela Wheeler, Chief Legal Officer**APPROVED AS TO FINANCE:**
Tamar Lewis, Deputy Finance Director
Dr. Karen W. Weaver, Mayor**CITY COUNCIL:**

Herb Winfrey, Council President

RESOLUTION STAFF REVIEW

DATE: June 17, 2019

Agenda Item Title:

Resolution to Cornerstone Municipal Group (Change Order #11)

Prepared By:

M. Jarvis

Background/Summary of Proposed Action:

Cornerstone Municipal Group has provided fringe benefits consulting and management services to the City since March 2012. Cornerstone was selected on the basis of a competitive bid at a total cost of \$120,000.00 annually. The agreement has resulted in the successful completion of health plan benefit modifications. Cornerstone's services have been invaluable as the City has proceeded to address the issue of health care, as well as in managing the City's benefit programs.

The current agreement ends on June 30, 2019. Cornerstone has offered to extend the same terms and conditions of the agreement through June 30, 2020.

Based on Cornerstone's past performance, the Finance Department is recommending that the contract be extended through the fiscal year ending June 30, 2020, for a total cost not to exceed \$996,100.

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

Account No.:

627-000.105-716.100 \$60,000 & 627-853.250-801.000 \$60,000

Pre-encumbered? Yes No ☒ Requisition # 190002107 Encumbrance pending adoption of FY20 budget.

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

None

Staff Recommendation:

It is the recommendation of the Finance Director that the City of Flint enter into an agreement with Cornerstone Municipal Group to extend the current contract through June 30, 2020.

Approval: _____

Makini Jackson, HR/LR Director

190197

RESOLUTION NO. _____

PRESENTED: 5-22-19

ADOPTED: _____

**RESOLUTION APPROVING THE RE-APPOINTMENT OF DR. RONALD STEWART
TO
THE BOARD OF HOSPITAL MANAGERS**

BY THE MAYOR:

Mayor Karen W. Weaver desires to re-appoint Dr. Ronald Stewart, (2425 Welch Blvd., Flint, MI 48504) to the Board of Hospital Managers, and,

Mayor Karen W. Weaver recommends the appointment of Dr. Ronald Stewart to serve another five-year term on the Board of Hospital Managers, commencing May 15, 2019, and expiring April 30, 2024.

IT IS RESOLVED, that the Flint City Council approves the appointment of Dr. Ronald Stewart to a five-year term on the Board of Hospital Managers, commencing May 15, 2019, and expiring April 30, 2024.

APPROVED AS TO FORM:



Angela Wheeler, City Attorney

FOR THE CITY OF FLINT:



Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

EM SUBMISSION NO.: EME2732014

PRESENTED: 5-14-14

ADOPTED: 5-15-14

**RESOLUTION APPROVING THE APPOINTMENT OF DR. RONALD STEWART TO
THE BOARD OF HOSPITAL MANAGERS**

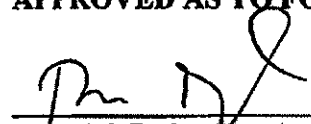
BY THE EMERGENCY MANAGER:

Emergency Manager Darnell Earley desires to appoint Dr. Ronald Stewart to the Board of Hospital Managers to replace Dr. Samuel Dismond whose term expired April 30, 2014; and,

Emergency Manager Earley recommends the appointment of Dr. Ronald Stewart (2425 Welch Blvd., Flint, MI 48504) to a five-year term on the Board of Hospital Managers, commencing May 15, 2014, and expiring April 30, 2019.

IT IS RESOLVED, that Emergency Manager Darnell Earley approves the appointment of Dr. Ronald Stewart (2425 Welch Blvd., Flint, MI 48504) to a five-year term on the Board of Hospital Managers, commencing May 15, 2014, and expiring April 30, 2019.

APPROVED AS TO FORM:



Peter M. Bade, City Attorney

EM DISPOSITION:

ENACT X FAIL _____



Darnell Earley, Emergency Manager

DATED: 5-15-14

190213

ORDINANCE NO. _____

An ordinance to amend Chapter 50 of the Code of the City of Flint has been requested by Fresh Start CDC (PC 19-338) for a zoning change for property fronting Warren St., bounded by Warren St., N. Saginaw St., E. Hamilton St., and Chippewa St. (Parcel ID's # 40-01-434-001, 40-01-434-003, 40-01-434-004, 40-01-434-005, 40-01-434-006, 40-01-434-007, 40-01-434-008, 40-01-434-009, 40-01-434-014, 40-01-434-015, 40-01-434-017).

The Planning Commission recommends APPROVAL of a Zoning Ordinance map amendment concerning this property located in WARD 5.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the code of the City of Flint is hereby amended to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows:

Vacant property on Warren St., parcel # 40-01-434-001 legally described as POMEROY- BONBRIGHT ADDITION LOT 119, BLK 15; Vacant property on Warren St., parcel # 40-01-434-003 legally described as POMEROY-BONBRIGHT ADDITION LOT 120, BLK 15; Vacant property on Warren St., parcel # 40-01-434-004 legally described as POMEROY-BONBRIGHT ADDITION LOT 121, BLK 15; Vacant property on Warren St., parcel # 40-01-434-005 legally described as POMEROY-BONBRIGHT ADDITION LOT 122, BLK 15; Vacant property on Warren St., parcel # 40-01-434-006 legally described as POMEROY-BONBRIGHT ADDITION LOT 124, BLK 15; Vacant property on Warren St., parcel # 40-01-434-007 legally described as POMEROY-BONBRIGHT

ADDITION LOT 126, BLK 15; Vacant property on Warren St., parcel # 40-01-434-008 legally described as POMEROY-BONBRIGHT ADDITION LOT 128, BLK 15; Vacant property on Warren St., parcel # 40-01-434-009 legally described as POMEROY-BONBRIGHT ADDITION LOT 130, BLK 15; 611 Newall St., parcel # 40-01-434-014 legally described as POMEROY-BONBRIGHT ADDITION LOT 123, BLK 15; 617 Newall St., parcel # 40-01-434-015 legally described as POMEROY-BONBRIGHT ADDITION LOT 125, BLK 15; 619 Newall St., parcel # 40-01-434-017 legally described as POMEROY-BONBRIGHT ADDITION LOT 127, BLK 15, from "B" Two Family Residential District to "D-2" Neighborhood Business District.

Sec. 2. This ordinance shall take effect on the ___ day of _____, 2019 A.D.

Approved this ___ day of _____, 2019 A.D.

Dr. Karen W. Weaver, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

ORDINANCE REVIEW FORM

FROM: DDP - Zoning
Department

NO. _____
Law Office Login #

ORDINANCE NAME: Rezoning for 11 parcels bounded by Warren St., N. Saginaw St., E. Hamilton St., and Chippewa St., from "B" zoning district to "D-2" zoning district.

1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

The attached ORDINANCE is approved by the Director of the affected Department. By signing, the Director approves this ordinance to be processed for signatures and fully executed.

By: Director

[Signature]
Name
DDP
Department

DATE: 5/23/19

Department:

Date in: _____

2. ORDINANCE REVIEW-MAYORS OFFICE

The attached ORDINANCE is submitted to the Mayors Office for approval. By signing, the Mayor's office approves this ordinance to be processed for signatures and fully executed.

By:
Steve Branch
City Administrator

[Signature]

DATE: 5/31/19

Date in: _____

3. ORDINANCE REVIEW - LAW DEPARTMENT

The attached Ordinance is submitted to the Department of Law for approval.

The Department of Law reviewed this Ordinance, as to form and content, on 5-30-19, and by signing this form approves as to form and content.
(Date)

By:

Angela Wheeler
Chief Legal Officer

[Signature]



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

TO: Flint City Council

CC: Steve Branch, City Administrator

FROM: Flint Planning Commission

DATE: May 21, 2019

SUBJECT: PC 19-338: AMAG, LLC on behalf of Fresh Start CDC requests a rezoning of the following 11 parcels from "B" Two-Family Residential District to "D-2" Neighborhood Business District to develop a grocery store: PID # 40-01-434-001, 40-01-434-003, 40-01-434-004, 40-01-434-005, 40-01-434-006, 40-01-434-007, 40-01-434-008, 40-01-434-009, 40-01-434-014, 40-01-434-015, 40-01-434-017.

APPLICANT/AGENT: Fresh Start CDC
1035 E. Carpenter Rd.
Flint, MI 48505

At its meeting on May 14, 2019, the Flint Planning Commission **recommended APPROVAL** of the above captioned zoning change request.

The vote to recommend *Approval* for PC 19-338 was 7-0:

Yea: H. Ryan—Ward 1; L. Campbell—Ward 3; C. Blower—Ward 4; R. Wesley—Ward 5;
R. Jewell—Ward 6; D. Allen—Ward 7; E. Jordan—Ward 9

Nay: None

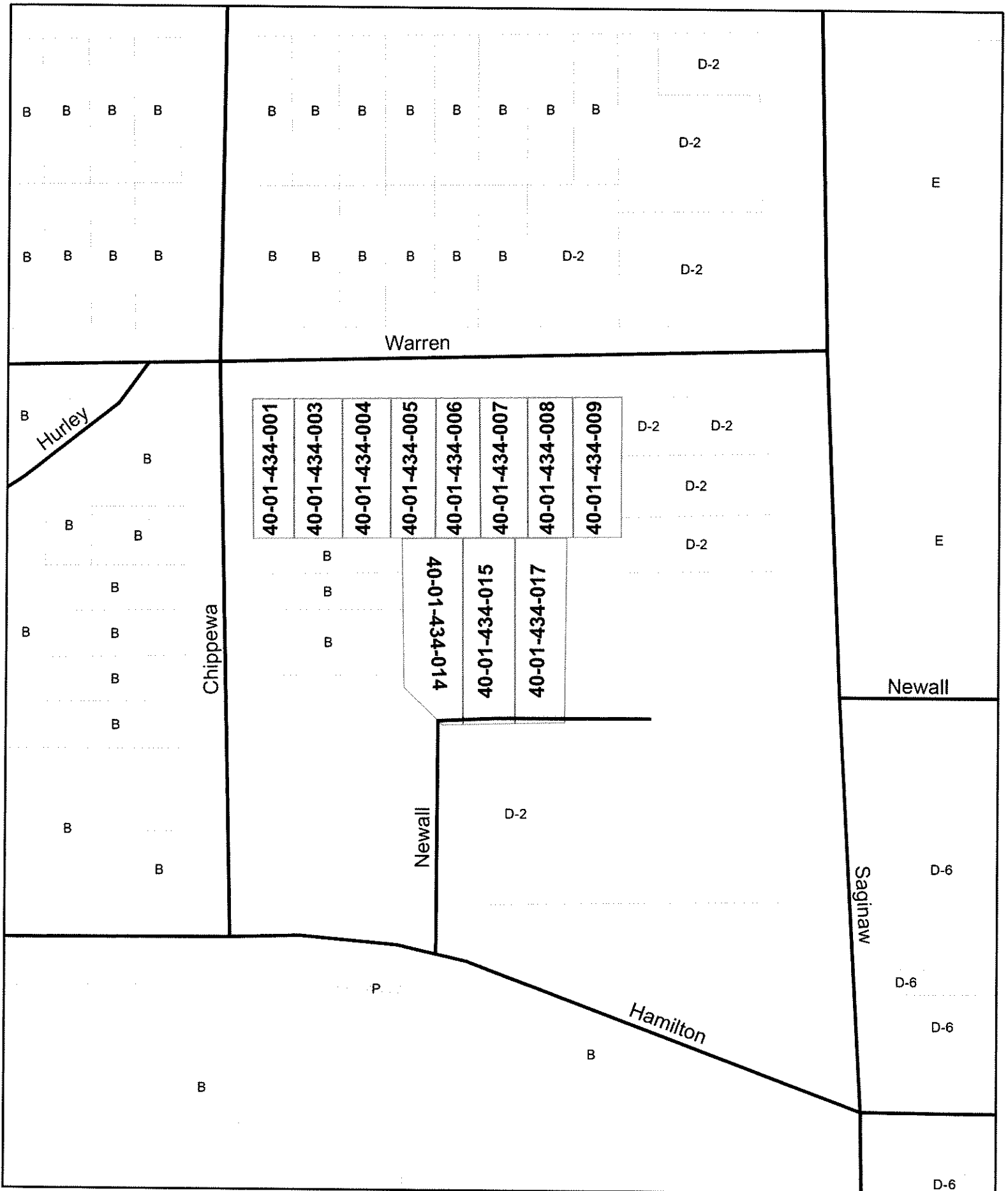
A copy of the proposed ordinance, map, and other related documents are attached.

Respectfully,

Robert Wesley, Chairman
Flint Planning Commission

Attachment

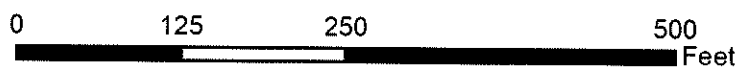
XC: Fresh Start CDC
Suzanne Wilcox, Department of Planning & Development Director
File



N



Proposed Rezoning From B to D-2



SUBMIT TO:

City of Flint
 Zoning Office
 1101 South Saginaw Street Rm. S105
 Flint, MI 48502
 810.766.7355
 Fax: 810.766.7249 www.cityofflint.com

For Office Use Only

Case No. PC 19-338

Date Rec'd _____

Meeting Date 5/14/19**APPLICATION FOR FLINT PLANNING COMMISSION**

Concerning a request to amend, supplement, or change the district boundaries of regulations established in Chapter 50, commonly referred to as the Zoning Ordinance of the City of Flint.

Application Filing Fee due at time of submission. Fees are non-refundable.

To be completed by applicant:

<u>Applicant/Agent</u>	<u>Property Owner (if different than Applicant)</u>
Name <u>AMAG, LLC</u>	Name <u>Fresh Start CDC</u>
Address <u>4488 West Bristol Road</u>	Address <u>1035 E. Carpenter Road</u>
Flint MI 48507	Flint MI 48505
(City) (State) (Zip)	(City) (State) (Zip)
Telephone (810) 230-9311 Fax N/A	Telephone (810) 874-0133 Fax N/A
Email <u>dmclane@amagarch.com</u>	Email <u>info@freshstartcdcflint.org</u>

Requested Action and Non-refundable Filing Fee:

- | | |
|--|--|
| <input type="checkbox"/> Street Name Change - \$1,002.00 | <input type="checkbox"/> Street/Alley Vacations - \$1,002.00 |
| <input checked="" type="checkbox"/> Rezoning - \$1,253.00 | <input type="checkbox"/> Conditional Use - \$1,002.00 |
| <input type="checkbox"/> Conditional Rezoning - \$1,002.00 | <input type="checkbox"/> Special Regulated Use - \$1,002.00 |

Information regarding the site:

Street Address Refer to site plan layout dated 4/22/19 (Request for eleven (11) lots to be rezoned).

Major Cross Streets North Saginaw Street & East Hamilton Avenue

Parcel No. Refer to "request explanation" next sheet (11 parcels listed) Current Zoning District 'B'

Current Use Residential

Information regarding request:

Proposed Use Grocery Store Proposed Zoning District D-2

Explain Request (On Page 2)

The following parcels are included as part of the rezoning request:

PROPERTY OWNER MUST ATTEND PLANNING COMMISSION MEETINGS OR BE REPRESENTED BY A PERSON WITH NOTORIZED LETTER OF REPRESENTATION TO ACT ON BEHALF OF OWNER.

Signature of Property Owner

Print Name _____

Date _____

Signature of Applicant

David McLane, AIA, NCARB

Print Name _____

4/22/19

Date _____

----- For Office Use Only ----->

Date Planning Commission Hearing is Scheduled

Date notice of Planning Commission meeting published

Date notice of Planning Commission meeting was mailed to property owners/occupants within 300ft of parcel

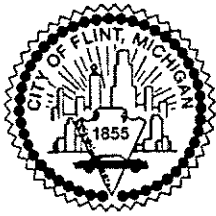
Planning Commission Decision:

☐ **Approved**☐ Denied☐ **Approved as Amended**

☐ **Other:**

Remarks:

PLANNING COMMISSION RECOMMENDS
APPROVAL - 5/14/19



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

STAFF REPORT PC 19-338

DATE: May 8, 2019

TO: Flint Planning Commission

STAFF REPORT BY: Andy Aamodt, Zoning Coordinator

ADMINISTRATIVE DEPT: Department of Planning and Development

SUBJECT: PC 19-338: AMAG, LLC requests a rezoning of the following 11 parcels from "B" Two-Family Residential Zoning District to "D-2" Neighborhood Business Zoning District to develop a grocery store: PID # 40-01-434-001, 40-01-434-003, 40-01-434-004, 40-01-434-005, 40-01-434-006, 40-01-434-007, 40-01-434-008, 40-01-434-009, 40-01-434-014, 40-01-434-015, 40-01-434-017.

LOCATION: Eleven (11) parcels on Warren St. & Newall St., bounded by Warren St., N. Saginaw St., E. Hamilton St., and Chippewa St. (PID # 40-01-434-001, 40-01-434-003, 40-01-434-004, 40-01-434-005, 40-01-434-006, 40-01-434-007, 40-01-434-008, 40-01-434-009, 40-01-434-014, 40-01-434-015, 40-01-434-017)

AFFECTED WARD: Subject site is located in Ward 5.

PERTINENT SECTION OF THE ORDINANCE: *Zoning Ordinance Article XXVII – Changes and Amendments §50-149 to §50-151.*

EXISTING LAND USE PATTERNS:

North-	Residential/Commercial
East-	Residential/Institutional
South-	Institutional/Park
West-	Residential

EXISTING ZONING PATTERNS:

Subject Property – "B" Two Family

North-	"B" Two Family & "D-2" Neighborhood Business
East-	"D-6" General & Highway Commercial Services & "E" Heavy Commercial Limited Manufacturing
South-	"B" Two Family & "D-2" Neighborhood Business
West-	"B" Two Family

BACKGROUND

Fresh Start CDC is proposing new construction of a grocery store on numerous parcels bounded by Warren St., N. Saginaw St., E. Hamilton St., and Chippewa St. (see attached conceptual site plan). Eleven (11) of these parcels are currently zoned "B" Two-Family Residential, therefore cannot be legally combined with the adjoining "D-2" properties to develop the site.

If the applicant's rezoning request is approved and adopted, the applicant intends to legally combine the parcels through the Assessments Division and then go through Site Plan Review for the development of the grocery store site.

APPLICANT REQUEST

This application requests a change of the zoning map, or rezoning, of eleven (11) "B" zoned parcels to "D-2" zoning designation.

Pursuant to §50-151(c), Planning Commission makes a *recommendation of approval* to City Council. City Council is the legislative body that will then formally adopt the rezoning.

STAFF RECOMMENDATION

Staff recommends Planning Commission's *recommendation of approval* to City Council.

A "D-2" zoning designation is the lowest intensity of commercial zoning that permits a grocery store outright. This subject tract of land is currently vacant, or proposed to be vacant pending the demolition of Fresh Start CDC owned homes. The grocery store project will fill a void of fresh grocery options for area residents and will be in close proximity to the planned Choice Neighborhoods development. The grocery store proposes access from N. Saginaw St. and E. Hamilton Ave., which comprise an existing commercial corridor.

FIRST AMENDMENT TO OPTION AGREEMENT

This Amendment to Option Agreement is made and entered into effective May 10, 2019 by and between the Genesee County Land Bank Authority and Fresh Start CDC, Inc.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Fresh Start CDC, Inc ("Buyer") entered into an Option Agreement on June 6, 2018 to purchase property described in Exhibit A of the Option Agreement.

WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW, THEREFORE the Option Agreement deadline to execute will be extended from May 31, 2019 to May 31, 2020.

THEREFORE, Exhibit A will be updated to reflect the addition of two parcels. (Parcels 40 01-434-008 and 40 01-434-003)

THEREFORE, the total sales price with the additional parcels will be \$3,380. The Seller acknowledges a total deposit of Three Hundred Forty Dollars \$340 is due upon execution.

THEREFORE, Buyer requests the Seller complete Quiet Title on the additional parcels at the cost of \$800 per parcel. The Quiet Title fee for the additional parcels will be paid at the time of the First Amendment to Option Agreement is signed and is non-refundable.

All other provisions and conditions in the Option Agreement remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in one or more counterparts with the same effect as if all signing parties have signed the same document and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Witness

Date 5-10-19

Seller

Dawn Everett, Sales and Development Manager
Genesee County Land Bank Authority

Date 5-10-19

Witness

Date

Buyer

Patrick W. Sanders, Sr., CEO
Fresh Start CDC, Inc.

Date 5-10-19

AMENDED EXHIBIT A

COPY

- VL (605) Warren St. (Parcel Number 40-01-430-011)
- VL (609) Warren St. (Parcel Number 40-01-430-012)
- VL Warren St. (Parcel Number 40-01-430-013)
- VL Warren St. (Parcel Number 40-01-434-001)
- VL Warren St. (Parcel Number 40-01-434-004)
- VL Warren St. (Parcel Number 40-01-434-005)
- VL (618) Warren St. (Parcel Number 40-01-434-006)
- VL Warren St. (Parcel Number 40-01-434-007)
- VL Warren St. (Parcel Number 40-01-434-009)
- VL Warren St. (Parcel Number 40-01-434-019)
- VL (626) Warren St. (Parcel Number 40-01-434-008)
- VL (606) Warren St. (Parcel Number 40-01-434-003)

01/17

OPTION AGREEMENT

Genesee County Land Bank Authority, of Flint, Michigan, 452 S. Saginaw St. 2nd Floor, Flint, MI 48502, (the "Seller"), and Fresh Start CDC, Inc., 1035 E. Carpenter Rd, Flint, MI 48505 (the "Buyer") enter into this Option Agreement (the "Option") subject to the following conditions:

1. Grant of the Option. In consideration of Two Hundred Eighty (\$280.00) Dollars paid by the Buyer to the Seller, receipt of which the Seller acknowledges, the Seller grants the Buyer an exclusive option to purchase, upon the terms and conditions hereinafter set forth, the real property described in the attached Exhibit A, (collectively the "Property", which consists of several individual parcels), with all easements, rights, and appurtenances. The option price is non-refundable. The Option may be exercised by the Buyer at any time prior to 5:00p.m. on May 31, 2019. During the term of this Option, the Buyer may undertake any inspections, testing and other due diligence activities upon written notice to the Seller.

This sale is being made contingent upon the approval of the project and financing provided to the Land Bank. Prior to closing, the buyer will provide evidence of the firm funding commitments listed in the development budget that was provided to the Land Bank or in keeping with an alternate budget approved by the Land Bank's Executive Director. The buyer also agrees to make warranties that no other use or disposition other than the approved project will be made.

2. Purchase price. The purchase price for the premises under this option is \$2,782.00. The price is exclusive of all fees and taxes due and payable for each of the properties as stated on Exhibit A. The balance of the purchase price and fees shall be paid in full at the closing with certified funds. The consideration for this Option shall be credited to the purchase price for the properties at the closing if the Buyer exercises the option.
3. Quiet Title. The Buyer has requested the Seller complete Quiet Title on each parcel. The cost will be \$800 per parcel, or \$8,000 total. This fee will be paid at the time of the Option signing and is non-refundable.
4. Exercise of the Option. The Buyer may exercise this Option by giving written notice signed by the Buyer to the Seller at its address stated above, including any written documentation associated with any contingencies outlined in Section 1 as well as, (1) Site Plan Approval from the City of Flint, (2) letters of commitment for development financing, and (3) a letter of support from the City of Flint Planning Department, and (4) Final approval by the Land Bank of all documentation as required in the GCLBA's policies and procedures. The notice must be in writing signed by the Buyer and received by the Seller before this Option expires.
5. Failure to exercise the Option. If the Buyer fails to properly exercise this Option before this agreement expires, this Option shall terminate and the Seller may retain the Two Hundred Eighty (\$280.00) Dollars consideration and shall have no further obligation to the Buyer.
6. Closing. The land bank or its agent will prepare closing documents no later than 10 business days after receiving written notification from the Buyer that the Option is being exercised. This sale shall be closed within 10 days after all the closing documents are prepared but no later than 30 days after the Seller receives the notice that the Commitment of Title Insurance has been issued. The cost of Title Insurance will be the responsibility of the Buyer.

7. The closing and preparations for the closing. If the Buyer exercises the Option, the following obligations shall be performed by the closing:

a. The Seller shall prepare the necessary conveyance documents to transfer its title to the Buyer and forward them to the Buyer for the Buyer's review before the scheduled date of the closing.

b. The closing shall be held at the Seller's offices as stated in this Option agreement unless the parties mutually agree on some other location.

c. All real estate taxes owing if any on the Property shall be prorated between the Buyer and the Seller according to the calendar year, under the assumption that taxes are collected in arrears to cover the calendar year in which they become due and payable. For any outstanding assessments on the Property that are paid in annual installments, the annual installment for the year in which the closing is held shall be prorated between the parties, and all successive installments shall be paid by the Buyer.

8. Maintenance. The Buyer agrees that the Property must be maintained in the following manner by the buyer or their designee:

a. The Buyer's obligations are as follows:

i. Take action to insure that nothing is done which might place Seller in violation of applicable building, housing, zoning, and health codes and regulations.

ii. Keep the Property clean and sanitary, removing garbage and trash as it accumulates, and the lawn maintained.

iii. Operate all equipment in a reasonable, safe manner as defined under state and local laws and ordinances.

b. The Buyer is permitted to make improvements to the Property relating to lawn maintenance, gardening or landscaping.

c. Any other improvement to the Property, or removal of Seller's property, including trees, or alterations shall not be made without the prior consent of the Seller.

d. The Seller makes no representation or warranty about the content or condition of the Property or its fitness for any particular use.

e. Seller has the right of emergency access to the Property at any time.

f. Buyer agrees to accept the Property in its current condition, clean and maintain the Property during the term of this Option.

If maintenance terms are not followed, the Seller may upon written notification cancel this option and retain the \$280 deposit to offset maintenance costs.

9. Release of Liability. The Buyer agrees to indemnify and hold harmless the Seller, Genesee County, and the their respective Board of Commissioners and Board of Directors, their administrators, agents, and employees from any and all liability for property damage and/or bodily injury to anyone or anything that arises from or is caused by actions or omissions taken in furtherance of the execution of the execution of this Option. The Buyer understands that the property may be in poor condition and presents potential hazards and assumes all risks.

10. Environmental Review. Notwithstanding any other provision of this contract, Buyer shall have no obligation to purchase the Property and no transfer of title to the Purchaser may occur, unless written notification has been provided to all parties by the Responsible Entity, as defined by the federal program, showing that: (1) it has completed a federal required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed or (b) the purchaser

may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has been determined by the Responsible Entity that the purchase is exempt from federal environmental review and a request for release of funds is not required.

11. Binding effect. This agreement shall bind and benefit the parties' successors and assigns. The Buyer may assign its interest under this agreement only with written consent from the Seller.

12. Construction and venue. This agreement shall be governed by Michigan laws. Any disputes shall be brought in the Courts of Genesee County.

13. Entire agreement. This agreement contains the entire agreement of the parties with respect to the transaction described in this agreement, and this agreement may not be amended or released, in whole or in part, except by a document signed by the parties.

14. Effective date. The effective date of this agreement, i.e., the date on which the timing provisions and contingencies of this agreement begin (the Effective Date), will be the date on which the last person to sign this document will have signed the document. If the parties fail to insert the date they signed this agreement beneath their signatures below, the Effective Date will be the date on which Buyer received a fully executed copy of this document.

Witness



6-6-18
Date

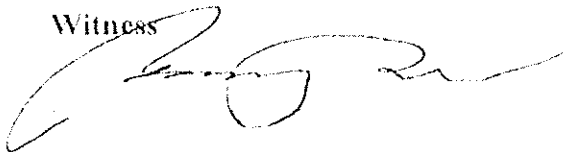
Seller



Dawn Everett
Development & Sales Manager
Genesee County Land Bank Authority

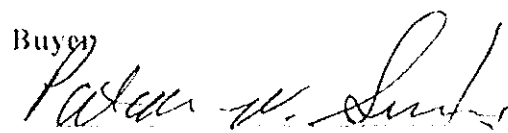
6-6-18
Date

Witness



6-6-18
Date

Buyer



Patrick W. Sanders, Sr., CEO
Fresh Start CDC, Inc.

6-6-18
Date

Exhibit A

- VL (605) Warren St. (Parcel Number 40-01-430-011)
- VL (609) Warren St. (Parcel Number 40-01-430-012)
- VL Warren St. (Parcel Number 40-01-430-013)
- VL Warren St. (Parcel Number 40-01-434-001)
- VL Warren St. (Parcel Number 40-01-434-004)
- VL Warren St. (Parcel Number 40-01-434-005)
- VL (618) Warren St. (Parcel Number 40-01-434-006)
- VL Warren St. (Parcel Number 40-01-434-007)
- VL Warren St. (Parcel Number 40-01-434-009)
- VL Warren St. (Parcel Number 40-01-434-019)

ORDINANCE NO. _____

An ordinance to amend the Code of the City of Flint by amending Chapter 46, Utilities, Article V, Wastewater Disposal Regulations, Division 1, Use of Storm Sewers, by adding new Sections 46-125 through 46-150.

IT IS HEREBY ORDAINED BY THE
PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the Code of the City of Flint shall be amended by amending Chapter 6, Utilities, Article V, Wastewater Disposal Regulations, Division 1, Use of Storm Sewers, by adding new Sections 46-125 through 46-150, to read in their entirety as follows:

**ARTICLE V. WASTEWATER DISPOSAL
REGULATIONS**

DIVISION 1. USE OF STORM SEWERS

§46-125 TITLE

THIS ORDINANCE SHALL BE KNOWN AS THE "CITY OF FLINT STORMWATER MANAGEMENT ORDINANCE" AND MAY BE SO CITED.

§46-126 Findings

THE CITY OF FLINT FINDS THAT:

WATER BODIES, ROADWAYS, STRUCTURES, AND OTHER PROPERTY WITHIN, AND DOWNSTREAM OF THE CITY OF FLINT ARE AT TIMES SUBJECTED TO FLOODING;

FLOODING IS A DANGER TO THE LIVES AND PROPERTY OF THE PUBLIC AND IS ALSO A DANGER TO THE NATURAL RESOURCES OF THE CITY OF FLINT AND THE REGION;

LAND DEVELOPMENT ALTERS THE HYDROLOGIC RESPONSE OF WATERSHEDS, RESULTING IN INCREASED STORM WATER RUNOFF RATES AND VOLUMES, INCREASED FLOODING, INCREASED STREAM CHANNEL EROSION, AND INCREASED SEDIMENT TRANSPORT AND DEPOSITION;

STORM WATER RUNOFF PRODUCED BY LAND DEVELOPMENT CONTRIBUTES TO INCREASED QUANTITIES OF WATER-BORNE POLLUTANTS;

INCREASES OF STORM WATER RUNOFF, SOIL EROSION, AND NON-POINT SOURCE POLLUTION HAVE OCCURRED
—AS A RESULT OF LAND DEVELOPMENT;

INCREASED STORM WATER RUNOFF RATES AND VOLUMES, AND THE SEDIMENTS AND POLLUTANTS ASSOCIATED WITH STORM WATER RUNOFF FROM FUTURE DEVELOPMENT PROJECTS WITHIN THE CITY OF FLINT WILL, ABSENT REGULATION AND CONTROL, ADVERSELY AFFECT THE CITY OF FLINT'S WATER BODIES AND WATER RESOURCES;

STORM WATER RUNOFF, SOIL EROSION, AND NON-POINT SOURCE POLLUTION CAN BE CONTROLLED AND MINIMIZED BY THE REGULATION OF STORM WATER RUNOFF FROM DEVELOPMENT;

THE STANDARDS, CRITERIA AND PROCEDURES CONTAINED IN THIS ORDINANCE ADDRESS THE DELETERIOUS EFFECTS OF STORM WATER RUNOFF;

THESE STANDARDS ARE NECESSARY FOR THE PRESERVATION OF THE PUBLIC HEALTH, SAFETY AND WELFARE AND THE PROTECTION OF WATER BODIES IN THE CITY OF FLINT.

THE CONSTITUTION AND LAWS OF THE STATE OF MICHIGAN AUTHORIZE LOCAL UNITS OF GOVERNMENT TO PROVIDE STORMWATER MANAGEMENT SERVICES AND SYSTEMS THAT WILL CONTRIBUTE TO THE PROTECTION AND PRESERVATION OF THE PUBLIC HEALTH, SAFETY AND WELFARE, AND TO THE PROTECTION OF THE STATE'S NATURAL RESOURCES.

PROPERTY OWNERS INFLUENCE THE QUANTITY, CHARACTER AND QUALITY OF STORM WATER FROM THEIR PROPERTY IN RELATION TO THE NATURE OF THE ALTERATIONS MADE TO PROPERTY.

§46-127 PURPOSE

IT IS THE PURPOSE OF THIS ORDINANCE TO ESTABLISH STORM WATER MANAGEMENT REQUIREMENTS AND CONTROLS TO ACCOMPLISH, AMONG OTHERS, THE FOLLOWING OBJECTIVES:

(A) TO REDUCE ARTIFICIALLY INDUCED FLOOD DAMAGE;

(B) TO MINIMIZE STORM WATER RUNOFF RATES AND VOLUMES FROM IDENTIFIED NEW LAND DEVELOPMENT;

(C) TO MINIMIZE THE DETERIORATION OF EXISTING NATURAL

WATERCOURSES, CULVERTS AND BRIDGES, AND OTHER STRUCTURES;

(D) TO ENCOURAGE WATER RECHARGE INTO THE GROUND WHERE GEOLOGICALLY FAVORABLE CONDITIONS EXIST;

(E) TO MINIMIZE AND CONTROL STORM AND SURFACE WATER POLLUTANT LEVELS;

(F) TO PROTECT THE INTEGRITY OF STREAM CHANNELS FOR THEIR BIOLOGICAL FUNCTIONS, AS WELL AS FOR DRAINAGE AND OTHER PURPOSES;

(G) TO MINIMIZE THE IMPACT OF DEVELOPMENT UPON STREAM BANK AND STREAMBED STABILITY;

(H) TO REDUCE EROSION FROM DEVELOPMENT OR CONSTRUCTION PROJECTS; AND

(I) TO REDUCE STORM WATER RUNOFF RATES AND VOLUMES, SOIL EROSION, AND WATER POLLUTION, WHEREVER PRACTICABLE, FROM LANDS THAT WERE DEVELOPED WITHOUT STORM WATER MANAGEMENT CONTROLS MEETING THE PURPOSES AND STANDARDS OF THIS ORDINANCE.

(J) TO REDUCE THE ADVERSE IMPACT OF CHANGING LAND USE ON WATER BODIES AND, TO THAT END, THIS ORDINANCE ESTABLISHES STANDARDS TO PROTECT WATER BODIES FROM DEGRADATION RESULTING FROM CHANGING LAND USE WHERE THERE

ARE INSUFFICIENT STORM WATER MANAGEMENT CONTROLS.

§46-128 APPLICABILITY, EXEMPTIONS AND GENERAL PROVISIONS

(A) THIS ORDINANCE SHALL APPLY TO USE OF THE CITY OF FLINT MUNICIPAL SEPARATE STORM SEWER SYSTEM, ALSO KNOWN AS THE FLINT MS4.

(B) THIS ORDINANCE SHALL ALSO APPLY TO ANY EARTH CHANGE (I) GREATER THAN OR EQUAL TO 1 ACRE (≥ 1 AC.) IN CONNECTION WITH NEW DEVELOPMENT OR REDEVELOPMENT PROJECTS, AND (II) LESS THAN 1 ACRE (≤ 1 ACRE) IN CONNECTION WITH NEW DEVELOPMENT OR REDEVELOPMENT PROJECTS THAT ARE PART OF A LARGER COMMON PLAN FOR DEVELOPMENT OR SALE.

(C) THIS ORDINANCE SHALL NOT APPLY TO THE FOLLOWING:

(1) THE INSTALLATION OR REMOVAL OF AN INDIVIDUAL MOBILE HOME WITHIN A MOBILE HOME PARK. THIS EXEMPTION SHALL NOT BE CONSTRUED TO APPLY TO THE CONSTRUCTION, EXPANSION, OR MODIFICATION OF A MOBILE HOME PARK OR TO THE FEES PAYABLE BY AN INDIVIDUAL MOBILE HOME UNDER §46-149.

(2) LANDSCAPING AND FARM PLANTING, TILLING, PLOWING AND HARVESTING. EARTH DISTURBANCES THAT ARE NOT ACTUAL FARMING AND LANDSCAPING ARE NOT EXEMPT FROM THIS ORDINANCE.

§46-129 DEFINITIONS

FOR THE PURPOSE OF THIS ORDINANCE, THE FOLLOWING WORDS AND PHRASES SHALL MEAN:

(A) BEST MANAGEMENT PRACTICES (BMPS) - NON-STRUCTURAL AND STRUCTURAL PREVENTIVE ACTIONS, OTHER ACTIONS, MANAGEMENT, CONTROLS AND DESIGNS THAT FURTHER THE PURPOSES OF THIS ORDINANCE. BMPS INCLUDE SCHEDULES OF ACTIVITIES, PROHIBITIONS OF PRACTICES, MAINTENANCE PROCEDURES AND OTHER MANAGEMENT PRACTICES TO PREVENT OR REDUCE POLLUTION OF THE WATERS OF THE STATE. EXAMPLES OF NON-STRUCTURAL BMPS INCLUDE, BUT ARE NOT LIMITED TO, BUFFERS ALONG WATER BODIES, MINIMIZATION OF THE DISTURBANCE OF SOILS AND VEGETATION, AND RESTRICTIONS ON DIRECTLY CONNECTED IMPERVIOUS SURFACE AREAS. EXAMPLES OF STRUCTURAL BMPS INCLUDE, BUT ARE NOT LIMITED TO, WET PONDS, EXTENDED DETENTION OUTLET STRUCTURES, FILTRATION VIA GRASSED SWALES, SAND FILTERS, UNCOVERED GROUND FILTER STRIPS, INFILTRATION BASINS AND INFILTRATION TRENCHES.

(B) BUILDING OPENING - ANY OPENING OF A SOLID WALL SUCH AS A WINDOW OR DOOR, THROUGH WHICH FLOODWATERS COULD PENETRATE.

(C) CITY - THE CITY OF FLINT, MICHIGAN, A MUNICIPAL CORPORATION.

(D) CITY DIRECTOR - THE DIRECTOR OF UTILITIES OF THE CITY OR OTHER PERSON OR PERSONS DESIGNATED BY THE DIRECTOR OF UTILITIES TO EXERCISE CONTROL OVER THE CITY'S STORM SEWERS AND MATTERS RELATING TO THE CITY MS4.

(E) CITY ENFORCEMENT OFFICER - ANY EMPLOYEE OF THE WATER POLLUTION CONTROL DIVISION OF THE DEPARTMENT OF UTILITIES OF THE CITY OF FLINT HOLDING THE TITLE OF WATER POLLUTION CONTROL SUPERVISOR, ASSISTANT WATER POLLUTION CONTROL SUPERVISOR, ENVIRONMENTAL COMPLIANCE SUPERVISOR, ENVIRONMENTAL COMPLIANCE INSPECTOR, SENIOR ENVIRONMENTAL COMPLIANCE ANALYST, ENVIRONMENTAL COMPLIANCE ANALYST, OR WATER QUALITY SUPERVISOR.

(F) CITY WATER POLLUTION CONTROL SUPERVISOR (CWPCS) - THE SUPERVISOR OF THE DEPARTMENT OF UTILITIES OF THE CITY OR OTHER PERSON OR PERSONS DESIGNATED BY THE CWPCS OR BY THE CITY ADMINISTRATOR TO EXERCISE CONTROL OVER THE CITY MS4.

(G) CONSTRUCTION SITE STORM WATER RUNOFF - STORM WATER RUNOFF FROM A DEVELOPMENT SITE DURING OR FOLLOWING AN EARTH CHANGE.

(H) DETENTION - A SYSTEM WHICH IS DESIGNED TO CAPTURE STORM WATER AND RELEASE IT OVER TIME THROUGH AN OUTLET STRUCTURE AT A CONTROLLED RATE.

(I) DEVELOP OR DEVELOPED OR DEVELOPMENT - THE INSTALLATION OR CONSTRUCTION OF IMPERVIOUS SURFACES ON A DEVELOPMENT SITE THAT REQUIRE, PURSUANT TO STATE LAW OR LOCAL ORDINANCE, CITY APPROVAL OF A SITE PLAN, PLAT, SITE CONDOMINIUM, SPECIAL LAND USE, PLANNED UNIT DEVELOPMENT, REZONING OF LAND, LAND DIVISION APPROVAL, PRIVATE ROAD APPROVAL OR OTHER APPROVALS REQUIRED FOR THE DEVELOPMENT OF LAND OR THE ERECTION OF BUILDINGS OR STRUCTURES; PROVIDED, HOWEVER, THAT FOR PURPOSES OF ARTICLE V, DIVISION 1 ONLY, DEVELOPED OR DEVELOPMENT SHALL NOT INCLUDE THE ACTUAL CONSTRUCTION OF, OR AN ADDITION, EXTENSION OR MODIFICATION TO, AN INDIVIDUAL SINGLE-FAMILY OR A TWO-FAMILY DETACHED RESIDENTIAL USE DWELLING OR APPURTENANCES TO THE SAME, IF THE EARTH CHANGE IS LESS THAN ONE ACRE, AND IF THE CITY DIRECTOR FINDS THAT SUCH CONSTRUCTION, ADDITION, EXTENSION OR MODIFICATION WILL NOT RESULT IN ADVERSE STORM WATER RUNOFF.

(J) DEVELOPER - ANY PERSON PROPOSING OR IMPLEMENTING THE DEVELOPMENT OF LAND.

(K) DEVELOPMENT SITE - ANY LAND THAT IS BEING OR HAS BEEN DEVELOPED, OR THAT A DEVELOPER PROPOSES FOR DEVELOPMENT.

(L) DISCHARGE - THE DIRECT OR INDIRECT INTRODUCTION (INCLUDING INFILTRATION) OF POLLUTANTS, GROUNDWATER,

WASTEWATER OR STORM WATER (WHETHER OR NOT IT IS CONTAMINATED AND WHETHER OR NOT IT CONTAINS POLLUTANTS) INTO THE CITY MS4 WHICH IS EITHER INTENTIONAL OR UNINTENTIONAL.

(M) DISCHARGER - ANY PERSON OR ENTITY WHO DISCHARGES.

(N) DRAIN - ANY DRAIN AS DEFINED IN THE DRAIN CODE OF 1956, AS AMENDED, BEING MCL 280.1, ET. SEQ., OTHER THAN AN ESTABLISHED COUNTY OR INTERCOUNTY DRAIN.

(O) DRAINAGE - THE PASSIVE OR ACTIVE COLLECTION AND CONVEYANCE OF WASTEWATER, GROUNDWATER, STORM WATER AND/OR SURFACE WATER.

(P) DRAINAGEWAY - THE AREA WITHIN WHICH SURFACE WATER OR GROUND WATER IS CARRIED FROM ONE PART OF A LOT OR PARCEL TO ANOTHER PART OF THE LOT OR PARCEL OR TO ADJACENT LAND.

(Q) EARTH CHANGE - ANY HUMAN ACTIVITY WHICH REMOVES GROUND COVER, CHANGES THE SLOPE OR CONTOURS OF THE LAND, DISTURBS THE GROUND SURFACE, OR EXPOSES THE SOIL SURFACE TO THE ACTIONS OF WIND AND RAIN. EARTH CHANGE INCLUDES, BUT IS NOT LIMITED TO, ANY EXCAVATING, SURFACE GRADING, FILLING, LANDSCAPING, OR REMOVAL OF VEGETATIVE ROOTS.

(R) EPA - THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.

(S) EXEMPTED DISCHARGES - DISCHARGES AS SPECIFIED IN §46-143(C)-(D), OF THIS ORDINANCE.

(T) FLOOD OR FLOODING - A CONDITION OF PARTIAL OR COMPLETE INUNDATION OF NORMALLY DRY LAND AREAS.

(U) FLOOD PROTECTION ELEVATION (FPE) - THE BASE FLOOD ELEVATION PLUS ONE (1) FOOT AT ANY GIVEN LOCATION. THE BASE FLOOD ELEVATION IS THE COMPUTED ELEVATION TO WHICH FLOOD WATERS ARE ANTICIPATED TO RISE DURING THE BASE (1% ANNUAL CHANCE) EVENT.

(V) GRADING - ANY STRIPPING, EXCAVATING, CONTOURING, FILLING, AND STOCKPILING OF SOIL OR ANY COMBINATION THEREOF.

(W) HAZARDOUS SUBSTANCE - ANY SUBSTANCE AS DEFINED IN PART 201 OF THE MICHIGAN NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT, ACT 451 OF 1994, AS AMENDED.

(X) ILLICIT CONNECTION - ANY METHOD OR MEANS FOR CONVEYING AN ILLICIT DISCHARGE INTO THE CITY MS4, OTHER THAN INFILTRATION.

(Y) ILLICIT DISCHARGE - ANY DISCHARGE TO THE MS4 THAT DOES NOT CONSIST ENTIRELY OF (I) DISCHARGES IN COMPLIANCE WITH THE TERMS OF AN NPDES PERMIT HELD BY THE DISCHARGER, (II) EXEMPTED DISCHARGES, OR

(III) UNCONTAMINATED STORM WATER, OR A COMBINATION OF THESE. UNCONTAMINATED STORM WATER IS STORM WATER WHICH DOES NOT CONTAIN POLLUTANTS WHICH ARE PRESENT ABOVE BACKGROUND CONCENTRATIONS REPRESENTATIVE OF THE AREA HAD A DISCHARGE OR RELEASE OF POLLUTANTS NOT OCCURRED.

(Z) IMPERVIOUS SURFACE – IMPERVIOUS MEANS A SURFACE AREA WHICH IS COMPACTED OR COVERED WITH MATERIAL THAT IS RESISTANT TO OR IMPEDES PERMEATION BY WATER, INCLUDING BUT NOT LIMITED TO, MOST CONVENTIONALLY SURFACED STREETS, ROOFS, SIDEWALKS, PATIOS, DRIVEWAYS, PARKING LOTS, AND ANY OTHER OILED, GRAVELED, GRADED, OR COMPACTED SURFACES.

(AA) MS4 – MUNICIPAL SEPARATE STORM SEWER SYSTEM.

(BB) MS4 PERMIT - A PERMIT ISSUED UNDER §46-134 AND OTHER APPLICABLE PROVISIONS OF THIS ORDINANCE.

(CC) MDEQ - MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.

(DD) MUNICIPAL SEPARATE STORM SEWER SYSTEM. THE SYSTEM OF CONVEYANCES USED FOR COLLECTING AND TRANSPORTING STORM WATER OWNED BY THE CITY AND WHICH DISCHARGES TO SURFACE WATER OF THE STATE OR TO ANOTHER ENTITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM, BUT NOT INCLUDING (1) ANY

FACILITIES INTENDED TO BE USED FOR COLLECTING AND TRANSPORTING SANITARY OR OTHER WASTE WATER OR (II) ANY PRIVATELY OWNED SEWERS.

(EE) NATURAL WATERCOURSE – A WATERCOURSE THAT HAS NOT BEEN ALTERED ARTIFICIALLY IN A SIGNIFICANT MANNER.

(FF) NON-STORM WATER – WATER OTHER THAN STORM WATER.

(GG) NON-STORM WATER USE CHARGE – NON-STORM WATER USE CHARGE IS THE CHARGE APPLICABLE TO ANY NON-STORM WATER USE OF THE STORM WATER SYSTEM, AS DEFINED BY THE CITY DIRECTOR.

(HH) NPDES - NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM.

(II) PERSON - AN INDIVIDUAL, FIRM, PARTNERSHIP, ASSOCIATION, PUBLIC OR PRIVATE CORPORATION, PUBLIC AGENCY, INSTRUMENTALITY, OR ANY OTHER LEGAL ENTITY.

(JJ) PLANNING BOARD/COMMISSION - MEANS A CITY PLANNING COMMISSION CREATED UNDER THE MICHIGAN ZONING ENABLING ACT, 2006 PA 110, MCL 125.3101 ET. SEQ.

(KK) POLLUTANT - ANY DREDGED SPOIL, SOLID WASTE, VEHICLE FLUIDS, YARD WASTES, ANIMAL WASTES, AGRICULTURAL WASTE PRODUCTS, SEDIMENT, INCINERATOR RESIDUE, SEWAGE, GARBAGE, SEWAGE SLUDGE, MUNITIONS, CHEMICAL WASTES,

BIOLOGICAL WASTES, RADIOACTIVE MATERIALS, HEAT, WRECKED OR DISCARDED EQUIPMENT, ROCK, SAND, CELLAR DIRT, AND INDUSTRIAL, MUNICIPAL, COMMERCIAL AND AGRICULTURAL WASTE, ANY OTHER CONTAMINANT OR OTHER SUBSTANCE DEFINED AS A POLLUTANT UNDER THE CLEAN WATER ACT, AND ANY HAZARDOUS SUBSTANCE.

(LL) PROPERTY OWNER - ANY PERSON HAVING LEGAL OR EQUITABLE TITLE TO PROPERTY.

(MM) RETENTION - A SYSTEM WHICH IS DESIGNED TO CAPTURE STORM WATER AND CONTAIN IT BEFORE AND UNTIL IT INFILTRATES THE SOIL OR EVAPORATES OR IS DISCHARGED IN COMPLIANCE WITH AN MS4 PERMIT.

(NN) RUNOFF - MEANS THE WATER FLOW THAT OCCURS (I) WHEN SOIL IS INFILTRATED TO FULL CAPACITY AND EXCESS WATER FROM RAIN, SNOW/ICE MELT, OR OTHER SOURCES FLOWS OVER THE LAND SURFACE OR (II) OVER AND FROM AN IMPERVIOUS SURFACE.

(OO) SITE PLAN - MEANS A PLAT, A SITE DEVELOPMENT PLAN, CONSTRUCTION DRAWINGS, A BUILDING PERMIT, AND ANY OTHER PERMITS THAT NEED TO BE PREPARED BY A DEVELOPER AND APPROVED BY THE CITY BEFORE DEVELOPMENT CAN OCCUR.

(PP) STATE OF MICHIGAN WATER QUALITY STANDARDS - THE WATER QUALITY STANDARDS

PROMULGATED PURSUANT TO PART 31 OF THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT, 1994 PA 451, AS AMENDED.

(QQ) STORM DRAIN - A SYSTEM OF OPEN OR ENCLOSED CONDUITS AND APPURTENANT STRUCTURES INTENDED TO CONVEY OR MANAGE STORM WATER, STORM WATER RUNOFF, GROUND WATER AND DRAINAGE.

(RR) STORM WATER - RAIN WATER AND SNOW/ICE MELT.

(SS) STORM WATER PLAN - WRITTEN NARRATIVES, SPECIFICATIONS, DRAWINGS, STANDARDS, OPERATING PROCEDURES, OR ANY COMBINATION OF THESE WHICH CONTAIN INFORMATION REGARDING THE MANAGEMENT OF STORM WATER.

(TT) STORM WATER RUNOFF FACILITY - THE METHOD, STRUCTURE, AREA, SYSTEM, OR OTHER EQUIPMENT OR MEASURES WHICH ARE DESIGNED TO RECEIVE, CONTROL, STORE, CAPTURE, CONTAIN, CONVEY OR TREAT STORM WATER.

(UU) STORM WATER MANAGEMENT PROGRAM - MEANS ONE OR MORE ASPECTS OF STORM WATER MANAGEMENT UNDERTAKEN FOR THE PURPOSE OF COMPLYING WITH APPLICABLE FEDERAL, STATE AND LOCAL LAW AND REGULATION OR THE PROTECTION OF THE PUBLIC HEALTH, SAFETY, AND WELFARE RELATED TO STORM WATER RUNOFF.

(VV) STORM WATER SYSTEM - MEANS ROADS, STREETS, CATCH BASINS, CURBS, GUTTERS, DITCHES, STORM SEWERS AND APPURTENANT FEATURES, LAKES, PONDS, CHANNELS, SWALES, STORM DRAINS, CANALS, CREEKS, CATCH BASINS, STREAMS, GULCHES, GULLIES, FLUMES, CULVERTS, SIPHONS, RETENTION OR DETENTION BASINS, DAMS, FLOODWALLS, LEVEES, PUMPING STATIONS, AND OTHER LIKE FACILITIES, AND NATURAL WATERCOURSES AND FEATURES LOCATED WITHIN THE GEOGRAPHIC LIMITS OF THE CITY OF FLINT WHICH ARE DESIGNED OR USED FOR COLLECTING, STORING, TREATING OR CONVEYING STORM WATER OR THROUGH WHICH STORM WATER IS COLLECTED, STORED, TREATED OR CONVEYED, OR ANY OTHER PHYSICAL MEANS BY WHICH STORM WATER MANAGEMENT IS ACHIEVED.

(WW) STREAM - A RIVER, STREAM OR CREEK WHICH MAY OR MAY NOT BE SERVING AS A DRAIN, OR ANY OTHER WATER BODY THAT HAS DEFINITE BANKS, A BED, AND VISIBLE EVIDENCE OF A CONTINUED FLOW OR CONTINUED OCCURRENCE OF WATER.

(XX) SURFACE WATERS OF THE STATE - ALL OF THE FOLLOWING, BUT NOT INCLUDING DRAINAGE WAYS AND PONDS (DETENTION AND RETENTION PONDS OR LAGOONS) USED SOLELY FOR STORM WATER AND/OR WASTEWATER CONVEYANCE, TREATMENT, OR CONTROL:

- THE GREAT LAKES AND THEIR CONNECTING WATERS**
- ALL INLAND LAKES**

- RIVERS**
- STREAMS**
- IMPOUNDMENTS**
- OPEN DRAINS**
- OTHER SURFACE BODIES OF WATER WITHIN THE CONFINES OF THE STATE**
- WETLANDS**

§46-130 STORM WATER MANAGEMENT PROGRAM

THE CITY DIRECTOR MAY ADOPT, AMEND, OR EXTEND A STORM WATER MANAGEMENT PROGRAM FROM TIME TO TIME. ANY SUCH ADOPTION, AMENDMENT, OR EXTENSION SHALL BE APPROVED BY RESOLUTION OF THE CITY COUNCIL.

§46-131 CHARGES FOR NON-STORM WATER DISCHARGES

THE CITY DIRECTOR MAY IMPOSE FEES FOR THE USE OF THE STORM WATER SYSTEM FOR NON-STORM WATER DISCHARGES PERMITTED BY THE CITY OF FLINT UNDER §46-134 OF THIS ORDINANCE. CHARGES SHALL BE PROPORTIONATE TO THE CAPACITY OF THE STORM WATER SYSTEM THAT IS USED BY THE NON-STORM WATER FLOW THAT WOULD OTHERWISE BE AVAILABLE FOR STORM WATER, AND ANY ADDITIONAL CHARGES RELATED TO PREPARING, MONITORING, AND ENFORCING ANY PERMITS RELATED TO NON-STORM WATER DISCHARGES.

§46-132 OTHER CHARGES

CHARGES FOR OTHER SERVICES PROVIDED BY THE CITY OF FLINT SHALL BE ON A TIME AND MATERIALS BASIS, INCLUDING DIRECT AND INDIRECT COSTS, AS ESTABLISHED BY THE CITY DIRECTOR. THE CITY DIRECTOR MAY ALSO SET CHARGES FOR THE FAIR SHARE RECOVERY OF THE COST, INCLUDING DIRECT AND INDIRECT COSTS, FROM DISCHARGERS FOR THE IMPLEMENTATION AND OPERATION OF ANY OF THE FOLLOWING:

(A) MONITORING, INSPECTION AND SURVEILLANCE PROCEDURES;

(B) REVIEWING ACCIDENTAL DISCHARGE PROCEDURES AND CONSTRUCTION;

(C) DISCHARGE PERMIT APPLICATIONS FOR STORM WATER AND NON-STORM WATER;

(D) ANNUAL CHARGES FOR MULTI-YEAR PERMITS, AND

(E) OTHER CHARGES AS THE CITY DIRECTOR MAY DEEM NECESSARY TO CARRY OUT THE REQUIREMENTS OF THIS ORDINANCE.

§46-133 REGULATIONS

(A) THE CITY DIRECTOR MAY ADOPT REGULATIONS IMPLEMENTING THIS ORDINANCE. THESE REGULATIONS MAY INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING TOPICS:

(1) THE DESIGN, OPERATION, MAINTENANCE, AND MAINTENANCE OF THE STORM WATER SYSTEM AND FOR CONNECTIONS TO THAT SYSTEM.

(2) CONTROL OF THE QUALITY AND QUANTITY OF STORM WATER FROM INDUSTRIAL SITES BY ESTABLISHING MANAGEMENT PRACTICES, DESIGN AND OPERATING CRITERIA.

(3) PROCEDURES FOR UPDATING BILLING DATA BASED UPON CHANGES IN PROPERTY BOUNDARIES, OWNERSHIP, AND STORM WATER RUNOFF CHARACTERISTICS.

(4) POLICIES ESTABLISHING THE TYPE AND MANNER OF SERVICE DELIVERY THAT WILL BE PROVIDED BY THE UTILITY.

(5) REGULATIONS GOVERNING THE RESOLUTION OF STORM WATER MANAGEMENT ISSUES AMONG SEVERAL PROPERTY OWNERS WITHIN THE DISTRICT.

(6) ENFORCEMENT POLICIES AND PROCEDURES.

(B) THESE REGULATIONS SHALL TAKE EFFECT THIRTY (30) DAYS AFTER BEING FILED WITH THE CITY CLERK UNLESS MODIFIED OR DISAPPROVED BY THE CITY COUNCIL. REGULATIONS WHICH ARE MODIFIED BY CITY COUNCIL TAKE EFFECT THIRTY (30) DAYS AFTER THE MODIFICATION.

§46-134 MS4 PERMITS

(A) NON-STORM WATER DISCHARGES:

(1) AN MS4 PERMIT IS REQUIRED FROM THE CITY DIRECTOR FOR A PERSON TO DISCHARGE NON-STORM WATER INTO THE MS4 EXCEPT AS EXEMPTED OR OTHERWISE ALLOWED UNDER THIS ORDINANCE.

THE CITY DIRECTOR MAY REQUIRE EACH PERSON THAT IS REQUIRED TO OBTAIN AN MS4 PERMIT FOR NON-STORM WATER TO APPLY FOR AN MS4 PERMIT ON THE FORM PRESCRIBED BY THE CITY DIRECTOR. AN MS4 PERMIT MAY BE ISSUED FOR A PERIOD NOT TO EXCEED FIVE (5) YEARS. THE PERMIT SHALL BE SUBJECT TO MODIFICATION OR REVOCATION FOR FAILURE TO COMPLY OR PROVIDE SAFE ACCESS OR PROVIDE ACCURATE REPORTS OF THE DISCHARGE CONSTITUENTS AND CHARACTERISTICS. PERMITS ARE ISSUED TO SPECIFIC PERSONS FOR SPECIFIC OPERATIONS AND ARE NOT ASSIGNABLE TO ANOTHER PERSON WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY DIRECTOR. MS4 PERMITS ARE NOT TRANSFERABLE TO ANOTHER LOCATION. ANYONE SEEKING AN MS4 PERMIT TO DISCHARGE NON-STORM WATER INTO THE STORM WATER SYSTEM MUST DO THE FOLLOWING:

(A) FILE A WRITTEN STATEMENT WITH THE CITY DIRECTOR SETTING FORTH THE NATURE OF THE ENTERPRISE, THE AMOUNT OF WATER TO BE DISCHARGED WITH ITS PRESENT OR EXPECTED BACTERIAL, PHYSICAL, CHEMICAL, RADIOACTIVE OR OTHER PERTINENT CHARACTERISTICS;

(B) PROVIDE A PLAN MAP OF THE BUILDING, WORKS OR COMPLEX WITH EACH OUTFALL TO THE SURFACE WATERS, SANITARY SYSTEM, STORM SEWER, NATURAL WATERCOURSE OR GROUND WATERS NOTED, DESCRIBED AND THE DISCHARGE STREAM IDENTIFIED; AND

(C) SAMPLE, TEST AND FILE REPORTS WITH THE CITY DIRECTOR AND THE APPROPRIATE

FEDERAL, STATE AND COUNTY AGENCIES ON APPROPRIATE CHARACTERISTICS OF DISCHARGES ON A SCHEDULE, AT LOCATIONS, AND ACCORDING TO METHODS APPROVED BY THE CITY DIRECTOR.

(1) THE CITY DIRECTOR IS AUTHORIZED TO OBTAIN INFORMATION CONCERNING INDUSTRIAL PROCESSES OR OTHER PROCESSES AND ACTIVITIES WHICH HAVE A DIRECT BEARING ON THE KIND AND SOURCE OF THE DISCHARGE TO THE STORM WATER SYSTEM. THE DISCHARGER MAY REQUEST THAT CERTAIN INFORMATION, IF IT CAN ESTABLISH TO THE SATISFACTION OF THE CITY DIRECTOR THAT RELEASE OF THE INFORMATION WOULD REVEAL TRADE SECRETS OR WOULD OTHERWISE PROVIDE AN ADVANTAGE TO COMPETITORS, BE KEPT CONFIDENTIAL BY THE CITY, EXCEPT THAT DISCHARGE CONSTITUENTS WILL NOT BE CONFIDENTIAL INFORMATION.

(2) AT THE PERMITTEE'S EXPENSE, THE CITY DIRECTOR SHALL CARRY OUT INDEPENDENT SURVEILLANCE AND FIELD MONITORING, IN ADDITION TO THE SELF-MONITORING REQUIRED IN THE MS4 PERMIT TO ASCERTAIN WHETHER THE PERMIT TERMS ARE BEING MET.

(3) THE METHOD OF DETERMINING FLOW OF DISCHARGE TO THE STORM WATER SYSTEM SHALL BE APPROVED BY THE CITY DIRECTOR.

(B) DEVELOPING LAND AND EARTH CHANGES

(1) NO PERSON SHALL DEVELOP LAND OR CONDUCT AN EARTH CHANGE SUBJECT TO §46-128(B) (I) UNLESS THAT PERSON OBTAINS AND COMPLIES WITH AN MS4 PERMIT FROM THE CITY AND THAT PERSON OBTAINS APPROVAL FROM THE CITY OF A STORM WATER PLAN FOR THE DEVELOPMENT SITE, OR (II) UNLESS SUCH EARTH CHANGE OR DEVELOPMENT SITE IS EXEMPTED UNDER THIS ORDINANCE FROM THE REQUIREMENT TO OBTAIN AN MS4 PERMIT.

(2) THE CITY DIRECTOR MAY ISSUE AN MS4 PERMIT TO A DEVELOPER, WHICH MAY IMPOSE TERMS AND CONDITIONS IN ACCORDANCE WITH THIS ORDINANCE, PROVIDED THAT THE DEVELOPER:

A. SUBMITS DETAILED INFORMATION ABOUT THE DEVELOPER, DEVELOPMENT SITE, PROPOSED DISCHARGES AND/OR EARTH CHANGES, AND ANY OTHER INFORMATION REQUIRED BY THE CITY DIRECTOR IN AN MS4 PERMIT APPLICATION, NOT LESS THAN ONE HUNDRED EIGHTY (180) DAYS PRIOR TO COMMENCEMENT OF DEVELOPMENT.

B. SUBMITS, ALONG WITH THE MS4 PERMIT APPLICATION, A STORM WATER PLAN FOR POST-CONSTRUCTION STORM WATER MANAGEMENT AND BMP IMPLEMENTATION, IN ACCORDANCE WITH THE DESIGN AND PERFORMANCE STANDARDS SET FORTH IN §46-135 AND §46-136, FOR REVIEW AND APPROVAL BY THE CITY DIRECTOR. THE STORM WATER PLAN SHALL ALSO COMPLY WITH §46-131. THE STORM WATER PLAN SHALL INCLUDE ONE OF THE FOLLOWING BMPs:

A PERMANENT ON-SITE STORM WATER RUNOFF FACILITY THAT INCLUDES ON-SITE DETENTION OF STORM WATER RUNOFF AND A DIRECT CONNECTION FOR ALL STORM WATER RUNOFF THAT WILL BE DISCHARGED FROM AND THROUGH THE DEVELOPMENT SITE; OR

A PERMANENT ON-SITE STORM WATER RUNOFF FACILITY WITH A RESTRICTED OUTLET DESIGNED TO RESULT IN NO NET INCREASE IN STORM WATER RUNOFF VOLUME OR RATE ONTO ANY ADJACENT PROPERTY.

C. PAYS THE STORM WATER PERMIT APPLICATION REVIEW FEE.

D. PAYS OR POSTS THE APPLICABLE FINANCIAL GUARANTEE.

E. PROVIDES, ALONG WITH THE MS4 PERMIT APPLICATION, COPIES OF ALL PROPOSED OR EXISTING EASEMENTS NECESSARY TO IMPLEMENT THE APPROVED STORM WATER PLAN AND TO OTHERWISE COMPLY WITH THIS ORDINANCE INCLUDING, BUT NOT LIMITED TO, §46-135. ALL EASEMENTS SHALL BE ACCEPTABLE TO THE CITY IN FORM AND SUBSTANCE AND SHALL BE RECORDED WITH THE GENESEE COUNTY REGISTER OF DEEDS NO LATER THAN FIVE (5) DAYS AFTER THE MS4 PERMIT IS ISSUED.

F. PROVIDES, ALONG WITH THE MS4 PERMIT APPLICATION, A MAINTENANCE AGREEMENT FOR ROUTINE, EMERGENCY, AND LONG-TERM MAINTENANCE OF ALL STORM WATER

RUNOFF FACILITIES WHICH MEETS THE REQUIREMENTS OUTLINED IN §46-147(C).

(1) A PERSON WHO IS REQUIRED TO HAVE AN MS4 PERMIT FOR A DISCHARGE UNDER (1) OF THIS SECTION SHALL APPLY FOR THE MS4 PERMIT ON A FORM PROVIDED BY THE CITY. THE APPLICATION FORM SHALL REQUIRE INFORMATION CONCERNING THE DISCHARGE WHICH INCLUDES BUT IS NOT LIMITED TO:

(A) THE PROPERTY FROM WHICH THE DISCHARGE WILL ORIGINATE OR AT WHICH IT WILL OCCUR.

(B) THE STRUCTURES AND CONNECTIONS TO THE MS4.

(C) A DESCRIPTION OF THE EXPECTED COMPOSITION OF THE DISCHARGE, INCLUDING INFORMATION REGARDING POLLUTANTS IN THE DISCHARGE.

(D) A DESCRIPTION OF THE AREAS AND IMPROVEMENTS AT THE PROPERTY WHICH WILL BE IN CONTACT WITH THE WATER THAT COMPRISES THE DISCHARGE.

(E) THE BMPS, IF ANY, THAT THE DISCHARGER HAS IMPLEMENTED OR WILL IMPLEMENT.

(F) THE EXPECTED VOLUMES AND FLOW RATES OF THE DISCHARGE.

§46-135 DISCHARGER STORM WATER PLAN

THE DISCHARGER STORM WATER PLAN SHALL DESCRIBE MINIMUM DESIGN STANDARDS FOR STORM WATER DISCHARGE RELEASE RATES AND ON-SITE RETENTION, DETENTION OR OTHER METHODS TO CONTROL THE QUALITY, RATE AND VOLUME OF RUNOFF DISCHARGED INTO THE MS4. THE DISCHARGER STORM WATER PLAN SHALL IDENTIFY AND CONTAIN ALL OF THE FOLLOWING:

(A) THE LOCATION OF THE DEVELOPMENT SITE AND WATER BODIES THAT WILL RECEIVE RUNOFF, THE DRAINAGE DISTRICT IDENTIFICATION, ZONING, AERIAL IMAGERY, SOILS AND FLOODPLAIN MAPS, TRAFFIC AND UTILITY INFORMATION FOR THE DEVELOPMENT SITE.

(B) THE EXISTING AND PROPOSED NATURAL FEATURES OF THE DEVELOPMENT SITE, INCLUDING THE VEGETATION, TOPOGRAPHY, AND ALIGNMENT AND BOUNDARY OF THE NATURAL DRAINAGE COURSES, WITH CONTOURS HAVING A MAXIMUM INTERVAL OF TWO (2) FEET (USING USGS DATUM). THE INFORMATION SHALL BE SUPERIMPOSED ON THE PERTINENT GENESEE COUNTY SOIL MAP.

(C) THE DEVELOPMENT DRAINAGE AREA TO EACH POINT OF DISCHARGE FROM THE DEVELOPMENT.

(D) CALCULATIONS FOR THE EXISTING AND FINAL PEAK DISCHARGE RATES (BASED ON DESIGN CRITERIA).

(E) CALCULATIONS FOR ANY FACILITY OR STRUCTURE SIZE AND CONFIGURATION.

(F) A DRAWING SHOWING ALL PROPOSED STORM WATER RUNOFF FACILITIES WITH EXISTING AND FINAL GRADES, AS WELL AS STORM WATER EASEMENTS.

(G) THE SIZES AND LOCATIONS OF UPSTREAM AND DOWNSTREAM CULVERTS SERVING THE MAJOR DRAINAGE ROUTES FLOWING INTO AND OUT OF THE DEVELOPMENT SITE. ANY SIGNIFICANT OFF-SITE AND ON-SITE DRAINAGE OUTLET RESTRICTIONS OTHER THAN CULVERTS MUST BE NOTED ON THE DRAINAGE MAP.

(H) AN IMPLEMENTATION PLAN FOR CONSTRUCTION AND INSPECTION OF ALL STORM WATER RUNOFF FACILITIES NECESSARY TO THE OVERALL STORM WATER PLAN, INCLUDING A SCHEDULE OF THE ESTIMATED DATES OF COMPLETING CONSTRUCTION OF THE STORM WATER RUNOFF FACILITIES SHOWN ON THE PLAN AND AN IDENTIFICATION OF THE PROPOSED INSPECTION PROCEDURES TO ENSURE THAT THE STORM WATER RUNOFF FACILITIES ARE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED STORM WATER PLAN.

(I) DRAWINGS, PROFILES, AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE STORM WATER RUNOFF FACILITIES (BMP) REASONABLY NECESSARY TO ENSURE THAT RUNOFF WILL BE DRAINED, STORED, OR OTHERWISE CONTROLLED IN ACCORDANCE WITH THIS ORDINANCE.

(J) A MAINTENANCE AGREEMENT, IN FORM AND SUBSTANCE

ACCEPTABLE TO THE CITY DIRECTOR, FOR ENSURING MAINTENANCE OF ANY PRIVATELY-OWNED STORM WATER RUNOFF FACILITIES. THE MAINTENANCE AGREEMENT SHALL INCLUDE THE DEVELOPER'S WRITTEN COMMITMENT TO PROVIDE ROUTINE, EMERGENCY, AND LONG-TERM MAINTENANCE OF THE FACILITIES AND, IN THE EVENT THAT THE FACILITIES ARE NOT MAINTAINED IN ACCORDANCE WITH THE APPROVED STORM WATER PLAN. THE AGREEMENT SHALL AUTHORIZE THE CITY TO MAINTAIN ANY ON-SITE STORM WATER RUNOFF FACILITY AS REASONABLY NECESSARY, AT THE DEVELOPER'S EXPENSE (SEE ARTICLE VII).

(K) THE NAME OF THE ENGINEERING FIRM AND THE REGISTERED PROFESSIONAL ENGINEER THAT DESIGNED THE STORM WATER PLAN AND THAT WILL INSPECT FINAL CONSTRUCTION OF THE STORM WATER RUNOFF FACILITIES.

(L) ALL DESIGN INFORMATION MUST BE COMPATIBLE FOR CONVERSION TO STANDARD GIS SHAPE FILES.

(M) ANY OTHER INFORMATION NECESSARY FOR THE CITY DIRECTOR TO VERIFY THAT THE STORM WATER PLAN COMPLIES WITH THE CITY DESIGN AND PERFORMANCE STANDARDS FOR DRAINS AND STORM WATER MANAGEMENT SYSTEMS.

§46-136 PERFORMANCE AND DESIGN STANDARDS

A DISCHARGER STORM WATER PLAN DEVELOPED, AS SET FORTH IN §46-135, SHALL ALSO CONFORM WITH THE FOLLOWING STANDARDS.

(A) MINIMUM TREATMENT VOLUME STANDARD: THE MINIMUM TREATMENT VOLUME STANDARD SHALL BE ONE (1) INCH OF RUNOFF FROM THE ENTIRE SITE. TREATMENT METHODS SHALL BE DESIGNED ON A SITE-SPECIFIC BASIS TO ACHIEVE EITHER A MINIMUM OF EIGHTY (80) PERCENT REMOVAL OF TOTAL SUSPENDED SOLIDS (TSS) AS COMPARED WITH UNCONTROLLED RUNOFF OR THE LIMITATION OF DISCHARGE CONCENTRATIONS OF TSS TO NO MORE THAN EIGHTY (80) MILLIGRAMS PER LITER. A MINIMUM TREATMENT VOLUME STANDARD IS NOT REQUIRED WHERE SITE CONDITIONS ARE SUCH THAT TSS CONCENTRATIONS IN STORM WATER DISCHARGES WILL NOT EXCEED EIGHTY (80) MILLIGRAMS PER LITER.

(B) CHANNEL PROTECTION CRITERIA: THE CHANNEL PROTECTION CRITERIA SHALL BE ESTABLISHED TO MAINTAIN POST-DEVELOPMENT SITE RUNOFF VOLUME AND PEAK FLOW RATE AT OR BELOW EXISTING LEVELS FOR ALL STORMS UP TO THE 2-YEAR, 24-HOUR EVENT. "EXISTING LEVELS" SHALL MEAN THE RUNOFF VOLUME AND PEAK FLOW RATE OF THE LAST LAND USE PRIOR TO THE PLANNED NEW DEVELOPMENT OR REDEVELOPMENT. EVALUATION OF THIS STANDARD SHALL BE MADE BY THE APPLICANT AND REVIEWED BY THE CWPCS.

(C) OTHER ALTERNATIVE PUBLISHED AND GENERALLY ACCEPTED TREATMENT STANDARDS APPROVED BY THE CITY DIRECTOR, WHICH ARE APPROVED BY THE MDEQ AND INCLUDED IN THE CITY NPDES PERMIT FOR THE MS4.

§46-137 MS4 APPLICATION REVIEW FEES

(A) ALL EXPENSES AND COSTS INCURRED BY THE CITY DIRECTLY ASSOCIATED WITH PROCESSING, REVIEWING AND APPROVING OR DENYING AN MS4 PERMIT APPLICATION SHALL BE PAID (OR REIMBURSED) TO THE CITY FROM THE FUNDS IN A SEPARATE ESCROW ACCOUNT ESTABLISHED BY THE DEVELOPER, AS PROVIDED IN SUBSECTION (B). THE CITY MAY DRAW FUNDS FROM A DEVELOPER'S ESCROW ACCOUNT TO REIMBURSE THE CITY FOR EXPENSES INCURRED BY THE CITY RELATING TO THE APPLICATION. SUCH REIMBURSABLE EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, EXPENSES RELATED TO THE FOLLOWING:

(1) SERVICES OF THE CITY ATTORNEY DIRECTLY RELATED TO THE APPLICATION.

(2) SERVICES OF THE CWPCS DIRECTLY RELATED TO THE APPLICATION INCLUDING INSPECTIONS FEES.

(3) SERVICES OF OTHER INDEPENDENT CONTRACTORS WORKING FOR THE CITY WHICH ARE DIRECTLY RELATED TO THE APPLICATION.

(4) ANY ADDITIONAL PUBLIC HEARINGS, REQUIRED MAILINGS AND LEGAL NOTICE REQUIREMENTS NECESSITATED BY THE APPLICATION.

(B) AT THE TIME A DEVELOPER APPLIES FOR AN MS4 PERMIT, THE DEVELOPER SHALL DEPOSIT WITH THE CITY TREASURER, AS AN ESCROW DEPOSIT, AN INITIAL AMOUNT AS

DETERMINED BY RESOLUTION OF THE CITY COUNCIL FOR SUCH MATTERS AND SHALL PROVIDE ADDITIONAL AMOUNTS AS REQUESTED BY THE CITY DIRECTOR IN SUCH INCREMENTS AS ARE SPECIFIED IN SAID RESOLUTION. ANY EXCESS FUNDS REMAINING IN THE ESCROW ACCOUNT AFTER THE APPLICATION HAS BEEN FULLY PROCESSED, REVIEWED, AND THE FINAL CITY DIRECTOR'S DENIAL OR APPROVAL AND ACCEPTANCE OF THE DEVELOPMENT HAS OCCURRED WILL BE REFUNDED TO THE DEVELOPER WITH NO INTEREST TO BE PAID ON THOSE FUNDS. AT NO TIME PRIOR TO THE CITY DIRECTOR'S FINAL DECISION ON AN APPLICATION SHALL THE BALANCE IN THE ESCROW ACCOUNT FALL BELOW THE REQUIRED INITIAL AMOUNT. IF THE FUNDS IN THE ACCOUNT ARE REDUCED TO LESS THAN THE REQUIRED INITIAL AMOUNT, THE DEVELOPER SHALL DEPOSIT INTO THE ACCOUNT THE ADDITIONAL AMOUNT NEEDED TO RESTORE THE ACCOUNT TO THE REQUIRED AMOUNT BEFORE THE APPLICATION REVIEW PROCESS WILL BE CONTINUED. ADDITIONAL AMOUNTS MAY BE REQUIRED TO BE PLACED IN THE ESCROW ACCOUNT BY THE DEVELOPER FOR THE PURPOSES DESCRIBED IN THIS SECTION 46-137, AT THE DISCRETION OF THE CITY DIRECTOR TO MAINTAIN THE INITIAL AMOUNT AND THE AMOUNT OF ANY EXPECTED REIMBURSABLE COSTS.

§46-138 FINANCIAL ASSURANCE

(A) THE CITY DIRECTOR SHALL NOT APPROVE AN MS4 PERMIT FOR A DEVELOPER UNTIL THE DEVELOPER SUBMITS TO THE CITY DIRECTOR, IN A FORM AND AMOUNT SATISFACTORY TO THE CITY DIRECTOR, A LETTER OF CREDIT OR OTHER FINANCIAL

ASSURANCE FOR THE TIMELY AND SATISFACTORY CONSTRUCTION OF ALL STORM WATER RUNOFF FACILITIES AND SITE GRADING IN ACCORDANCE WITH THE APPROVED STORM WATER PLAN. UPON CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER THAT THE STORM WATER RUNOFF FACILITIES HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED STORM WATER PLAN INCLUDING, BUT NOT LIMITED TO, THE PROVISIONS CONTAINED IN §46-141, THE CITY DIRECTOR MAY RELEASE THE LETTER OF CREDIT, OR OTHER FINANCIAL GUARANTEE UPON FINAL CITY DIRECTOR ACCEPTANCE AND APPROVAL OF SUCH STORM WATER RUNOFF FACILITIES CERTIFICATION.

(B) THE LETTER OF CREDIT OR OTHER FINANCIAL GUARANTEE MAY BE ACCESSED BY THE CITY WHEN:

(1) VIOLATION OF THIS ORDINANCE HAS OCCURRED,

(2) CORRECTIVE ACTION HAS NOT BEEN COMPLETED BY THE DEVELOPER WITHIN 30 DAYS OF NOTIFICATION OF THE VIOLATION PROVIDED BY THE CITY.

(C) EXCEPT AS PROVIDED IN SUBSECTION (E), THE AMOUNT OF THE FINANCIAL ASSURANCE SHALL BE AS DETERMINED BY THE CITY COUNCIL IN A RESOLUTION OF FEES FOR CITY SERVICES TO SATISFY §46-149, UNLESS THE CITY DETERMINES THAT A GREATER AMOUNT IS APPROPRIATE, IN WHICH CASE THE BASIS FOR SUCH DETERMINATION SHALL BE PROVIDED TO THE DEVELOPER IN WRITING. IN

DETERMINING WHETHER AN AMOUNT GREATER THAN THE AMOUNT ESTABLISHED BY RESOLUTION OF CITY COUNCIL IS APPROPRIATE, THE CITY DIRECTOR SHALL CONSIDER THE SIZE AND TYPE OF THE DEVELOPMENT, THE SIZE AND TYPE OF THE ON-SITE STORM WATER SYSTEM, AND THE NATURE OF THE OFF-SITE STORM WATER RUNOFF FACILITIES THE DEVELOPMENT WILL UTILIZE.

(D) THE LETTER OF CREDIT OR OTHER FINANCIAL ASSURANCE WILL NOT BE ALLOWED BY THE DEVELOPER TO EXPIRE UNTIL THE MAINTENANCE AGREEMENT FOR STORM WATER FACILITIES ESTABLISHED BY THE DEVELOPER HAS BEEN SIGNED BY THE DEVELOPER AND THE CITY.

(E) A MAINTENANCE BOND SHALL BE PROVIDED TO THE CITY BY THE DEVELOPER. THE MAINTENANCE BOND SHALL BE PROVIDED FOR A PERIOD OF TWO YEARS COMMENCING FROM THE DATE OF THE FINAL APPROVAL OF THE STORM WATER PLAN.

(F) THE CITY DIRECTOR MAY REDUCE OR WAIVE THE AMOUNT OF THE FINANCIAL ASSURANCE FOR A DEVELOPMENT THAT WILL NOT INCREASE THE PERCENTAGE OF IMPERVIOUS SURFACE OF THE DEVELOPMENT SITE BY MORE THAN TEN PERCENT (10%).

(G) THIS ORDINANCE SHALL NOT BE CONSTRUED OR INTERPRETED AS RELIEVING A DEVELOPER OF ITS OBLIGATION TO PAY ALL COSTS ASSOCIATED WITH ON-SITE PRIVATE

STORM WATER RUNOFF FACILITIES AS WELL AS THOSE COSTS ARISING FROM THE NEED TO MAKE OTHER STORM WATER IMPROVEMENTS IN ORDER TO REDUCE A DEVELOPMENT'S IMPACT ON A DRAIN.

§46-139 CERTIFICATE OF OCCUPANCY

NO CERTIFICATE OF OCCUPANCY FOR A DEVELOPMENT SHALL BE ISSUED BY THE CITY UNTIL STORM WATER RUNOFF FACILITIES HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED STORM WATER PLAN; PROVIDED, HOWEVER, THE CITY MAY ISSUE A CERTIFICATE OF OCCUPANCY IF AN ACCEPTABLE LETTER OF CREDIT OR OTHER FINANCIAL ASSURANCE HAS BEEN SUBMITTED TO THE CITY DIRECTOR, FOR THE TIMELY AND SATISFACTORY CONSTRUCTION OF ALL STORM WATER RUNOFF FACILITIES AND SITE GRADING IN ACCORDANCE WITH THE APPROVED STORM WATER PLAN.

§46-140 NO CHANGE IN APPROVED FACILITIES

(A) STORM WATER RUNOFF FACILITIES, AFTER CONSTRUCTION AND APPROVAL, SHALL BE MAINTAINED BY THE DEVELOPER IN GOOD CONDITION, IN ACCORDANCE WITH THE APPROVED STORM WATER PLAN, AND SHALL NOT BE SUBSEQUENTLY ALTERED, REVISED OR REPLACED EXCEPT IN ACCORDANCE WITH THE APPROVED STORM WATER PLAN, OR IN ACCORDANCE WITH AMENDMENTS OR REVISIONS IN THE PLAN APPROVED BY THE CITY.

(B) THE CITY DIRECTOR MAY TAKE CORRECTIVE ACTION IF ALTERATIONS TO APPROVED STORM

WATER FACILITIES OCCUR AND THE CITY MAY RECOVER FROM THE RESPONSIBLE PARTY ALL OF THE CITY'S COSTS ASSOCIATED WITH THE CORRECTIVE ACTION.

§46-141 TERMS AND CONDITIONS OF MS4 PERMITS

IN GRANTING AN MS4 PERMIT, THE CITY DIRECTOR MAY IMPOSE SUCH TERMS AND CONDITIONS, SUCH AS REQUIREMENTS FOR POLLUTION MONITORING, PREVENTION, CONTROL AND REPORTING, AS ARE REASONABLY NECESSARY TO IMPLEMENT THE PURPOSES OF THIS ORDINANCE. A PERSON HAVING SAID PERMIT SHALL COMPLY WITH SUCH TERMS AND CONDITIONS.

§46-142 STORM WATER SYSTEM, FLOODPLAIN AND OTHER STANDARDS, SOIL EROSION CONTROL

(A) THE CITY IS NOT RESPONSIBLE FOR PROVIDING DRAINAGE FACILITIES ON PRIVATE PROPERTY FOR THE MANAGEMENT OF STORM WATER ON SAID PROPERTY. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER TO PROVIDE FOR, AND MAINTAIN, PRIVATE STORM WATER RUNOFF FACILITIES SERVING THE PROPERTY AND TO PREVENT OR CORRECT THE ACCUMULATION OF DEBRIS THAT INTERFERES WITH DRAINAGE.

(B) ALL STORM WATER RUNOFF FACILITIES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE

AND LOCAL ORDINANCES, AND RULES AND REGULATIONS.

§46-143 ILLICIT DISCHARGES/ CONNECTIONS, AND EXEMPTIONS

(A) NO PERSON SHALL MAKE OR ALLOW AN ILLICIT DISCHARGE OR HAVE AN ILLICIT CONNECTION.

(B) THE CITY DIRECTOR MAY REQUIRE DISCHARGERS TO IMPLEMENT BMPs TO PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS INTO THE CITY MS4.

(C) THE FOLLOWING DISCHARGES AND FLOWS ARE EXEMPTED DISCHARGES AND SHALL NOT REQUIRE AN MS4 PERMIT UNDER §46-135(A) PROVIDED THEY ARE NOT IDENTIFIED AS SIGNIFICANT CONTRIBUTORS TO VIOLATIONS OF STATE WATER QUALITY STANDARDS:

(1) POTABLE WATER SUPPLY LINE FLUSHING

(2) LANDSCAPE IRRIGATION

(3) DIVERTED STREAM FLOWS

(4) UNCONTAMINATED GROUNDWATER INFILTRATION TO STORM DRAINS

(5) PUMPED UNCONTAMINATED GROUND WATER, EXCEPT FOR GROUNDWATER CLEANUPS SPECIFICALLY AUTHORIZED BY NPDES PERMITS

(6) DISCHARGES OF POTABLE WATER

(7) FOUNDATION DRAIN
WATER

(8) AIR CONDITIONING
CONDENSATE WATER

(9) INDIVIDUAL
RESIDENTIAL CAR WASHING WATER

(10) DECHLORINATED
SWIMMING POOL WATERS FROM
SINGLE, TWO, OR THREE FAMILY
RESIDENCES

(11) SWIMMING POOL
WATER FROM A SINGLE-FAMILY
RESIDENCE

(12) RESIDUAL CITY
STREET WASH WATER

(13) DISCHARGES FROM
EMERGENCY FIREFIGHTING
ACTIVITIES.

(D) DISCHARGES AUTHORIZED
BY AN NPDES PERMIT ARE NOT ILLICIT
DISCHARGES.

A SPECIAL PROVISION APPLIES TO
GROUNDWATER WHICH MAY
INFILTRATE THE MS4 AT A PROPERTY
COMMONLY REFERRED TO AS "CHEVY
IN THE HOLE" WHICH IS OWNED BY THE
CITY. THE CITY ENTERED INTO AN
AGREEMENT, ORDER ON CONSENT, AND
COVENANT NOT TO SUE THE CITY OF
FLINT, MI WITH THE UNITED STATES
DEPARTMENT OF JUSTICE AND THE
UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY ON OCTOBER 16,
2012, AND A COVENANT NOT TO SUE THE
CITY OF FLINT, MI WITH THE MICHIGAN
DEPARTMENT OF ENVIRONMENTAL
QUALITY AND THE MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

ON AUGUST 8, 2012, BOTH OF WHICH
ADDRESS CONTAMINATION AT THAT
PROPERTY THAT EXISTED AT THE TIME
THE CITY ACQUIRED THAT PROPERTY
("EXISTING CONTAMINATION") AND
BOTH OF WHICH ARE REFERRED TO
HERE AS THE GOVERNMENT
AGREEMENTS. NOTHING IN THIS
ORDINANCE SHALL AFFECT THE
VALIDITY, SCOPE AND EFFECT OF THE
GOVERNMENT AGREEMENTS.

§46-144 INTERFERENCE WITH NATURAL OR ARTIFICIAL DRAINAGEWAY

NO PERSON MAY STOP, FILL, DAM,
CONFINE, PAVE, ALTER THE COURSE OF,
OR OTHERWISE INTERFERE WITH ANY
PART OF THE MS4 OR ANY NATURAL OR
CONSTRUCTED DRAIN IN THE CITY IN A
MANNER THAT WILL ADVERSELY
AFFECT THE MS4, OR DRAINAGE WAY IN
THE CITY WITHOUT FIRST SUBMITTING
A STORM WATER PLAN TO THE CITY
DIRECTOR AND RECEIVING APPROVAL
OF THAT PLAN WHICH PROVIDES FOR
SUCH ACTION BY THAT PERSON. ANY
DEVIATION FROM THE APPROVED PLAN
IS A VIOLATION OF THIS ORDINANCE.
THIS SECTION SHALL NOT PROHIBIT,
HOWEVER, NECESSARY EMERGENCY
ACTION SO AS TO PREVENT OR
MITIGATE DRAINAGE THAT WOULD BE
INJURIOUS TO THE ENVIRONMENT, THE
PUBLIC HEALTH, SAFETY, OR WELFARE.
APPROVAL BY THE CITY OF SUCH PLAN
DOES NOT OBVIATE THE NEED TO
OBTAIN PERMITS OR APPROVALS FROM
OTHER GOVERNMENT AGENCIES.

§46-145 INSPECTION, MONITORING, REPORTING, AND RECORDKEEPING

(A) INSPECTIONS:

(1) AUTHORIZED REPRESENTATIVES OF THE CITY EXHIBITING PROPER CREDENTIALS AND IDENTIFICATION SHALL BE PERMITTED AT ALL REASONABLE TIMES, AND AT ANY TIME IN AN EMERGENCY, TO ENTER ANY DISCHARGER'S PROPERTY WITHOUT DELAY FOR THE PURPOSES OF INSPECTION, OBSERVATION, MEASUREMENT, SAMPLING, AND TESTING IN CONNECTION WITH THE ADMINISTRATION AND ENFORCEMENT OF THIS ORDINANCE.

(2) WHILE ON THE PROPERTY OF THE DISCHARGER, THE AUTHORIZED REPRESENTATIVE OF THE CITY SHALL OBSERVE ALL REASONABLE SAFETY RULES APPLICABLE TO THE PREMISES ESTABLISHED BY THE DISCHARGER THAT ARE COMMUNICATED BY THE DISCHARGER TO THE CITY REPRESENTATIVE AT THE TIME OF ENTRY AND DURING THE VISIT, IF PRACTICABLE. THE AUTHORIZED REPRESENTATIVE OF THE CITY IS NOT REQUIRED TO OBSERVE SUCH SAFETY RULES IN AN EMERGENCY. THE DISCHARGER SHALL ADVISE THE CITY REPRESENTATIVE OF HEALTH AND SAFETY HAZARDS AND PRECAUTIONARY MEASURES NECESSARY TO PROTECT THE HEALTH AND SAFETY OF THE CITY REPRESENTATIVE WHILE ON THE DISCHARGER'S PREMISES. THE CITY DIRECTOR MAY ORDER ANY DISCHARGER TO PROVIDE WRITTEN INFORMATION REGARDING SUCH HEALTH AND SAFETY HAZARDS AND PRECAUTIONARY MEASURES. IF REQUIRED BY THE DISCHARGER, THE CITY REPRESENTATIVE INTENDING TO ENTER A DISCHARGER'S PROPERTY SHALL BE PROVIDED WITH AN ESCORT BY THE DISCHARGER TO ACCOMPANY THE CITY REPRESENTATIVE WHILE ON

THE DISCHARGER'S PROPERTY. THE DISCHARGER SHALL PROVIDE THE ESCORT WITHIN A REASONABLE TIME AFTER ARRIVAL AT THE DISCHARGER'S PROPERTY. IN THE EVENT OF AN EMERGENCY, OR IF THE DISCHARGER DOES NOT PROVIDE AN ESCORT WITHIN A REASONABLE TIME THE CITY REPRESENTATIVE IS NOT REQUIRED TO WAIT FOR SUCH AN ESCORT BEFORE PROCEEDING WITH THE ENTRY AND OTHER ACTIVITIES ON THE DISCHARGER'S PROPERTY. IF THE CITY REPRESENTATIVE PROCEEDS WITHOUT SUCH AN ESCORT ON THE BASIS OF AN EMERGENCY OR ON THE BASIS THAT THE DISCHARGER DID NOT PROVIDE AN ESCORT WITHIN A REASONABLE TIME UNDER THE CIRCUMSTANCES, THEN THE CITY SHALL PROVIDE SUCH DISCHARGER WITH A WRITTEN EXPLANATION OF THE SITUATION.

(3) INSPECTION BY STATE OR FEDERAL REPRESENTATIVES PURSUANT TO LAW SHALL NOT RELIEVE A DISCHARGER FROM INSPECTION BY CITY REPRESENTATIVES, AND INSPECTION BY CITY REPRESENTATIVES SHALL NOT RELIEVE ANY DISCHARGER FROM COMPLIANCE WITH LAWFUL INSPECTION BY STATE AND FEDERAL REPRESENTATIVES.

(B) STORM WATER MONITORING FACILITIES: THE CITY DIRECTOR MAY REQUIRE, BY ORDER OR BY AN MS4 PERMIT, THAT A DISCHARGER OF STORM WATER PROVIDE AND OPERATE EQUIPMENT OR DEVICES FOR THE MONITORING OF STORM WATER, SO AS TO PROVIDE FOR INSPECTION, SAMPLING, AND FLOW MEASUREMENT OF THE DISCHARGE. THE CITY DIRECTOR MAY REQUIRE A DISCHARGER TO PROVIDE AND OPERATE SUCH EQUIPMENT AND

DEVICES IF IT IS NECESSARY OR APPROPRIATE FOR THE INSPECTION, SAMPLING AND FLOW MEASUREMENT OF DISCHARGES IN ORDER TO DETERMINE WHETHER ADVERSE EFFECTS FROM OR AS A RESULT OF SUCH DISCHARGES MAY OCCUR OR TO DETERMINE VOLUME OF STORM WATER. ALL SUCH EQUIPMENT AND DEVICES FOR THE INSPECTION, SAMPLING AND FLOW MEASUREMENT OF DISCHARGES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS. ALL MONITORING RESULTS SHALL BE REPORTED TO THE CITY DIRECTOR PROMPTLY AFTER THEY ARE RECEIVED BY THE DISCHARGER.

(C) ACCIDENTAL DISCHARGES: ANY DISCHARGER WHO ACCIDENTALLY DISCHARGES INTO THE MS4, ANY WATER OR POLLUTANTS OTHER THAN A DISCHARGE PERMITTED OR ALLOWED UNDER THIS ORDINANCE OR AN EXEMPTED DISCHARGE SHALL INFORM THE CITY DIRECTOR IMMEDIATELY. IF SUCH INFORMATION IS GIVEN ORALLY, A WRITTEN REPORT CONCERNING THE DISCHARGE SHALL BE FILED WITH THE CITY DIRECTOR WITHIN FIVE (5) DAYS. THE WRITTEN REPORT SHALL SPECIFY:

(1) THE COMPOSITION OF THE DISCHARGE AND THE CAUSE THEREOF.

(2) THE EXACT DATE, TIME, AND ESTIMATED VOLUME OF THE DISCHARGE.

(3) ALL MEASURES TAKEN TO CLEAN UP THE ACCIDENTAL DISCHARGE, AND ALL MEASURES PROPOSED TO BE TAKEN TO REDUCE AND PREVENT ANY RECURRENCE.

(4) THE NAME AND TELEPHONE NUMBER OF THE PERSON MAKING THE REPORT, AND THE NAME OF A PERSON WHO MAY BE CONTACTED FOR ADDITIONAL INFORMATION ON THE MATTER.

(D) RECORD KEEPING REQUIREMENT: ANY PERSON SUBJECT TO THIS ORDINANCE SHALL RETAIN AND PRESERVE FOR NO LESS THAN THREE (3) YEARS ANY AND ALL BOOKS, DRAWINGS, PLANS, PRINTS, DOCUMENTS, MEMORANDA, REPORTS, CORRESPONDENCE AND RECORDS, INCLUDING RECORDS ON MAGNETIC OR ELECTRONIC MEDIA AND ANY AND ALL SUMMARIES OF SUCH RECORDS, RELATING TO MONITORING, SAMPLING AND CHEMICAL ANALYSIS OF ANY DISCHARGE OR RUNOFF FROM ANY PROPERTY.

§46-146 ADMINISTRATION AND ENFORCEMENT

(A) POWERS OF THE CITY DIRECTOR: THE CITY DIRECTOR IS HEREBY EMPOWERED TO:

(1) SUPERVISE AND PERFORM THE IMPLEMENTATION OF THIS ORDINANCE;

(2) INSTITUTE ACTIONS AGAINST ALL PERSONS VIOLATING THIS ORDINANCE, INCLUDING JUDICIAL PROCEEDINGS TO ENJOIN, ABATE, AND PROSECUTE VIOLATIONS OF THIS ORDINANCE;

(3) REVIEW AND APPROVE OR DISAPPROVE STORM WATER PLANS;

(4) MAKE INSPECTIONS AND TESTS OF EXISTING AND NEWLY

INSTALLED, CONSTRUCTED, RECONSTRUCTED, OR ALTERED BMPs TO ENSURE COMPLIANCE WITH THE PROVISIONS OF THIS ORDINANCE;

(5) INVESTIGATE COMPLAINTS OF VIOLATIONS OF THIS ORDINANCE; MAKE INSPECTIONS AND OBSERVATIONS OF DISCHARGES; AND RECORD SUCH INVESTIGATIONS, COMPLAINTS, INSPECTIONS, AND OBSERVATIONS;

(6) ISSUE ORDERS REQUIRING COMPLIANCE WITH THIS ORDINANCE, INCLUDING ORDERS TO IMMEDIATELY CEASE AN ILLICIT DISCHARGE OR REMOVE AN ILLICIT CONNECTION OR TO DO SO WITHIN A TIME CERTAIN;

(7) DETERMINE AND ASSESS CIVIL ADMINISTRATIVE PENALTIES FOR VIOLATIONS OF THIS ORDINANCE;

(8) DETERMINE CHARGES FOR COMPENSATORY DAMAGES;

(9) RECOMMEND TO THE CITY ATTORNEY OF THE CITY THE INSTITUTION OF JUDICIAL PROCEEDINGS TO COMPEL COMPLIANCE WITH THE PROVISIONS OF THIS ORDINANCE OR ANY DETERMINATION OR ORDER WHICH MAY BE PROMULGATED OR ISSUED PURSUANT TO THIS ORDINANCE;

(10) DENY MS4 PERMITS FOR DISCHARGERS THAT DO NOT MEET THE REQUIREMENTS OF THIS ORDINANCE OR THAT WOULD CAUSE THE CITY TO VIOLATE ITS MS4 NPDES PERMIT; AND SET CONDITIONS ON NEW, INCREASED, OR CHANGED DISCHARGES TO THE CITY MS4;

(11) UNDERTAKE OR CAUSE TO BE UNDERTAKEN ANY NECESSARY OR ADVISABLE PROTECTIVE MEASURES SO AS TO PREVENT VIOLATIONS OF THIS ORDINANCE OR TO AVOID OR REDUCE THE EFFECTS OF NONCOMPLIANCE HERewith;

(12) PERFORM OTHER ACTIONS NECESSARY OR ADVISABLE FOR THE MANAGEMENT AND OPERATION OF THE CITY MS4 AND THE ENFORCEMENT OF THIS ORDINANCE AND OTHER LAWS AND REGULATIONS APPLICABLE TO THE MS4.

(B) ORDERS:

(1) WHENEVER THE CITY DIRECTOR DETERMINES THAT A PERSON HAS VIOLATED OR MAY VIOLATE THIS ORDINANCE, THE CITY DIRECTOR MAY ORDER THE PERSON TO TAKE ACTION OR REFRAIN FROM CERTAIN ACTIONS AS APPROPRIATE UNDER THE CIRCUMSTANCES.

(2) THE FOLLOWING ORDERS MAY BE ISSUED BY THE CITY DIRECTOR:

(A) IMMEDIATE CEASE AND DESIST. AN ORDER TO IMMEDIATELY CEASE AND DESIST DISCHARGING WHICH PRESENTS OR MAY PRESENT IMMINENT OR SUBSTANTIAL ENDANGERMENT TO THE HEALTH OR WELFARE OF PERSONS OR THE ENVIRONMENT OR WHICH CONSTITUTES AN ILLICIT DISCHARGE. SUCH ORDER SHALL BE FINAL AND IN EFFECT UPON ISSUANCE;

(B) CEASE DISCHARGE WITHIN A TIME CERTAIN. AN ORDER TO CEASE A DISCHARGE BY A

CERTAIN TIME AND DATE. THE ORDER MAY ALSO CONTAIN SUCH CONDITIONS AS DEEMED APPROPRIATE BY THE CITY DIRECTOR. NON-PAYMENT OF MS4 PERMIT FEES, NON-COMPLIANCE WITH ANY TERM OF AN MS4 PERMIT, AND ILLICIT DISCHARGES ARE EXAMPLES OF SUFFICIENT CAUSE FOR AN ORDER TO CEASE DISCHARGE WITHIN A TIME CERTAIN.

(C) ORDER TO PERFORM. AN ORDER REQUIRING A DISCHARGER SUBJECT TO THIS ORDINANCE TO PERFORM ANY REQUIRED ACTION OR TO COMPLY WITH ANY PROVISION OF THIS ORDINANCE, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

(1) INSTALL
SAMPLING OR MONITORING
EQUIPMENT;

(2) SUBMIT
SAMPLES;

(3) SUBMIT
REPORTS;

(4) ALLOW
ACCESS FOR INSPECTION, SAMPLING,
TESTS, MONITORING, AND
INVESTIGATIONS;

(5) INSTALL,
OPERATE, AND MAINTAIN BMPS;

(6) DEVELOP
AND IMPLEMENT PROCEDURES,
CONSTRUCT STRUCTURES, OR INSTALL
EQUIPMENT FOR PREVENTING AND
APPROPRIATELY RESPONDING TO
ACCIDENTAL DISCHARGES;

(7) REDUCE
OR ELIMINATE A DISCHARGE OR

POLLUTANTS IN A DISCHARGE OR A
CHARACTERISTIC OF A DISCHARGE;

(8) CONTROL,
RECOVER, OR MITIGATE THE EFFECTS
OF POLLUTANTS ACCIDENTALLY OR
INTENTIONALLY DISCHARGED TO THE
CITY MS4 OR WHICH COULD
POTENTIALLY BE DISCHARGED TO THE
CITY MS4.

(9) CONDUCT
INVESTIGATIONS AND STUDIES (I.E.,
ENVIRONMENTAL MONITORING,
ENVIRONMENTAL RISK ASSESSMENTS,
HYDRO-GEOLOGICAL STUDIES, AND THE
LIKE) TO DETERMINE THE EFFECTS OR
RISKS ASSOCIATED WITH ACTUAL,
POTENTIAL, OR PAST DISCHARGES; THE
ACTUAL OR POSSIBLE ROUTE(S) OF
ENTRY OF ACTUAL OR SUSPECTED
DISCHARGES (I.E., THROUGH
UNDERGROUND PIPES OR BY
INFILTRATION); THE EXTENT OF
ENVIRONMENTAL CONTAMINATION
WHICH IS OR WHICH MAY BE CAUSING A
DISCHARGE; OR SUCH OTHER SIMILAR
PURPOSE AS THE CITY DIRECTOR MAY
DETERMINE; AND TO SUBMIT REPORTS
DOCUMENTING THE FINDINGS OF SUCH
INVESTIGATIONS OR STUDIES.

(10) PAY A
COMPENSATORY DAMAGE CHARGE.

(11) PAY MS4
FEES.

(3) STOP WORK ORDER.
AN ORDER TO PREVENT FURTHER OR
CONTINUING VIOLATIONS OR ADVERSE
EFFECTS.

(4) CONTENT OF ORDERS.
ANY ORDER ISSUED BY THE CITY
DIRECTOR SHALL GENERALLY STATE
THE FACTUAL BASIS AND REASONS FOR

ITS ISSUANCE, THE REQUIRED ACTION, AND THE TIME WITHIN WHICH SUCH ACTION SHALL BE TAKEN. NO SUCH ORDER SHALL BE DEEMED INSUFFICIENT FOR INCONSEQUENTIAL ERRORS AND OMISSIONS IN THE FACTS OR REASONS FOR THE ORDER. IF ANY DISCHARGER DEEMS THE INFORMATION IN THE ORDER INSUFFICIENT, IT MAY REQUEST ADDITIONAL INFORMATION. MULTIPLE ORDERS MAY BE ISSUED SIMULTANEOUSLY, SEPARATELY, OR IN COMBINATION AS A SINGLE ORDER BY THE CITY DIRECTOR WITH RESPECT TO A SINGLE DISCHARGER OR PERSON.

(5) CONSENT ORDERS. A DISCHARGER OR A PERSON AND THE CITY MAY ENTER INTO AN ORDER BY CONSENT AND SUCH ORDER IS ENFORCEABLE BY THE CITY IN THE SAME MANNER AS ANY OTHER ORDER ISSUED BY THE CITY OF FLINT UNDER THIS ORDINANCE.

(6) DISCONNECTION. THE CITY DIRECTOR MAY PHYSICALLY DISCONNECT A DISCHARGER FROM THE CITY MS4 IF THE DISCHARGER VIOLATES ANY PROVISION OF AN ORDER, INCLUDING AN IMMEDIATE CEASE AND DESIST ORDER.

(C) NOTICES OF VIOLATION

(1) THE CITY DIRECTOR MAY ISSUE A NOTICE OF VIOLATION WITH OR WITHOUT AN ORDER AGAINST ANY DISCHARGER WHO IS OR HAS BEEN IN VIOLATION OF THIS ORDINANCE OR WHO IS OR HAS BEEN IN VIOLATION OF AN MS4 PERMIT.

(2) THE NOTICE OF VIOLATION OR THE ORDER SHALL BE SERVED UPON THE DISCHARGER OR

PERSON EITHER BY PERSONAL DELIVERY, FIRST CLASS MAIL ADDRESSED TO SUCH DISCHARGER OR PERSON, ELECTRONIC MAIL, TELECOPY, TELEPHONE, OR OTHER MEANS, INCLUDING ORALLY. IF SERVICE IS MADE ORALLY, BY TELEPHONE, OR BY ELECTRONIC MAIL, A FOLLOW-UP HARDCOPY NOTICE SHALL BE SENT BY THE CITY DIRECTOR.

(3) THE NOTICE OF VIOLATION SHALL CONTAIN THE FOLLOWING INFORMATION:

(A) DATE OF ISSUANCE;

(B) DATE(S), TIME(S), AND PLACE(S) OF THE VIOLATION; THE NATURE OF THE VIOLATION; THE POLLUTANTS OR WATER DISCHARGED; AND THE VOLUME OF SUCH DISCHARGE, TO THE EXTENT THAT SUCH INFORMATION IS KNOWN AND APPLICABLE;

(C) REFERENCE TO THE PERTINENT SECTION OF THIS ORDINANCE OR MS4 PERMIT UNDER WHICH THE VIOLATION IS CHARGED;

(D) REFERENCE TO SECTION OF THIS ORDINANCE ESTABLISHING PENALTIES FOR THE VIOLATION;

(E) POTENTIAL PENALTIES, FINES, AND COMPENSATORY DAMAGE CHARGES;

(F) THE RIGHT OF THE ALLEGED VIOLATOR TO PRESENT TO THE CITY DIRECTOR WRITTEN EXPLANATIONS, DEFENSES, INFORMATION, OR OTHER MATERIALS

IN ANSWER TO THE NOTICE OF VIOLATION;

(D) INFORMAL CONFERENCE:

(1) AN INFORMAL CONFERENCE WITH THE CITY DIRECTOR MAY BE REQUESTED IN WRITING WITHIN TWENTY (20) DAYS BY ANY DISCHARGER OR PERSON AGGRIEVED BY A NOTICE OF VIOLATION, ORDER, COMPENSATORY CHARGE, ACTION ON OR REGARDING AN MS4 PERMIT BY THE CITY. THIS SUBSECTION DOES NOT APPLY TO MUNICIPAL CIVIL INFRACTION CITATIONS AND MUNICIPAL CIVIL INFRACTION NOTICES AS DEFINED IN CHAPTER 1, § 1-12, OF THE ORDINANCES OF THE CITY OF FLINT. THE REQUEST FOR AN INFORMAL CONFERENCE SHALL BE SUBMITTED TO THE CITY DIRECTOR. THE PURPOSE OF THE INFORMAL CONFERENCE IS TO REACH A SETTLEMENT AGREEABLE TO THE DISCHARGER OR PERSON AND THE CITY. THE INFORMAL CONFERENCE SHALL BE HELD WITHIN TWENTY (20) DAYS AFTER THE DISCHARGER SUBMITS THE WRITTEN REQUEST FOR THE INFORMAL CONFERENCE TO THE CITY DIRECTOR. THE CITY DIRECTOR MAY PARTICIPATE IN THE CONFERENCE OR APPOINT A DESIGNEE TO PARTICIPATE. NEITHER THE CITY DIRECTOR NOR HIS OR HER DESIGNEE SHALL BE REQUIRED TO REACH A CONCLUSION OR PROVIDE A DECISION AS A RESULT OF THE CONFERENCE. A DISCHARGER OR PERSON IS REQUIRED TO REQUEST OR PARTICIPATE IN AN INFORMAL CONFERENCE BEFORE SEEKING JUDICIAL REVIEW. OTHER PERSONS FROM THE CITY AND REPRESENTATIVES OF THE DISCHARGER OR PERSON MAY ATTEND AND PARTICIPATE IN THE INFORMAL CONFERENCE.

(2) IF AN IMMEDIATE CEASE AND DESIST ORDER IS THE SUBJECT OF A REQUEST FOR AN INFORMAL CONFERENCE, THE INFORMAL CONFERENCE SHALL BE HELD AS SOON AS POSSIBLE, BUT NOT LATER THAN TWENTY (20) DAYS AFTER THE REQUEST IS SUBMITTED.

(E) APPEAL BOARD:

(1) THE CITY WASTEWATER APPEALS BOARD (CWAB) SHALL CONSIST OF THE CITY ATTORNEY, THE ENVIRONMENTAL COMPLIANCE INSPECTOR, AND THE CITY DIRECTOR. IF THERE IS A VACANCY IN ANY OF THESE THREE OFFICES, THE CITY ADMINISTRATOR SHALL APPOINT AN EMPLOYEE OF THE DEPARTMENT OR FUNCTIONAL GROUP WHERE THE VACANCY OCCURRED TO SERVE AS THE CWAB MEMBER ON A TEMPORARY BASIS UNTIL SUCH VACANCY IS FILLED. IF POSSIBLE, THE TEMPORARY APPOINTEE SHALL COMPLETE ANY PENDING APPEALS THAT ARISE DURING THE DURATION OF THE TEMPORARY APPOINTMENT. THE CITY ATTORNEY MAY DESIGNATE AN ASSISTANT CITY ATTORNEY TO SIT ON THE CWAB. IF THE CITY CHANGES THE TITLE OR FUNCTION OF THE FOREGOING POSITIONS, THEN THE CWAB WILL HAVE AS MEMBERS THE THREE (3) CITY EMPLOYEES WITH FUNCTIONS MOST CLOSELY RELATED TO THOSE POSITIONS. EACH OF THOSE THREE MEMBERS SHALL HAVE ONE VOTE IN ANY MATTER DECIDED BY THE CWAB.

(2) AT THE REQUEST OF A DISCHARGER OR PERSON OR ON THEIR OWN INITIATIVE, THE CWAB MAY RETAIN A PERSON WITH EXPERTISE IN THE GENERAL SUBJECT MATTER OF THE

APPEAL ("SPECIAL EXPERT MEMBER") TO PROVIDE ADVICE TO THE CWAB. THE SPECIAL EXPERT MEMBER SHALL HAVE NO VOTE IN THE PROCEEDINGS. IF THE SPECIAL EXPERT MEMBER IS REQUESTED BY THE DISCHARGER OR PERSON, THE DISCHARGER OR PERSON MAY SUGGEST ONE OR MORE PERSONS TO SERVE AS A SPECIAL EXPERT MEMBER AND SHALL DESCRIBE THEIR QUALIFICATIONS, BUT THE CWAB SHALL HAVE SOLE DISCRETION IN CHOOSING THE SPECIAL EXPERT MEMBER. ALL COSTS, FEES, AND EXPENSES ASSOCIATED WITH CHOOSING, SELECTING, AND RETAINING A SPECIAL EXPERT MEMBER REQUESTED BY THE DISCHARGER OR PERSON SHALL BE PAID BY THE DISCHARGER OR PERSON. THE CWAB MAY REQUIRE THE DISCHARGER OR PERSON TO PAY THESE COSTS IN ADVANCE. THE CITY SHALL BEAR THE COST OF ANY SPECIAL EXPERT MEMBER RETAINED ON THE INITIATIVE OF THE CWAB. THE CWAB, AT ITS DISCRETION, MAY AGREE TO SHARE ANY PERCENTAGE OF THE COST OF RETAINING A SPECIAL EXPERT MEMBER. NO PERSON SHALL SERVE AS A SPECIAL EXPERT MEMBER WHO HAS, WITHIN THE PRECEDING FIVE (5) YEARS, BEEN AN EMPLOYEE OF THE DISCHARGER OR PERSON OR THE CITY, UNLESS AGREED TO BY BOTH THE DISCHARGER OR PERSON AND THE CITY.

(F) APPEALS:

(1) A DISCHARGER OR PERSON MAY APPEAL TO THE CWAB ANY NOTICE OF VIOLATION, ORDER, COMPENSATORY CHARGE, ACTION ON OR REGARDING AN MS4 PERMIT BY THE CITY, (BUT NOT A MUNICIPAL CIVIL INFRACTION NOTICE AS DEFINED IN CHAPTER 1, § 1-12, OF THE ORDINANCES

OF THE CITY OF FLINT) BY FILING A WRITTEN REQUEST WITH THE CITY DIRECTOR WITHIN TWENTY (20) DAYS AFTER THE LATER OF:

(A) TEN (10) DAYS AFTER THE COMPLETION OF THE INFORMAL CONFERENCE;

(B) THE DATE THE NOTICE OF VIOLATION, ORDER, NOTICE OF COMPENSATORY CHARGE, ACTION ON OR REGARDING AN MS4 PERMIT BY THE CITY IS SERVED UPON SUCH DISCHARGER OR PERSON.

(2) THE WRITTEN REQUEST SHALL DESCRIBE THE MATTER APPEALED, A SUMMARY OF THE DISCHARGER'S OR PERSON'S POSITION, A COPY OF THE NOTICE OR OTHER DOCUMENT FROM THE CITY UPON WHICH THE APPEAL IS BASED, AND ANY REQUEST BY THE DISCHARGER OR PERSON FOR A SPECIAL EXPERT MEMBER.

(3) THE CITY DIRECTOR SHALL PROMPTLY FORWARD THE WRITTEN REQUEST FOR APPEAL TO THE CITY ATTORNEY WHO SHALL NOTIFY THE OTHER MEMBERS OF THE CWAB. THE CWAB MAY REJECT ANY WRITTEN REQUEST FOR APPEAL WHICH IS NOT TIMELY AND DOES NOT CONFORM TO THE REQUIREMENTS OF THIS SUBSECTION. UPON RECEIPT OF A TIMELY AND CONFORMING WRITTEN REQUEST FOR APPEAL, THE CWAB SHALL SET A TIME FOR THE CITY AND THE DISCHARGER OR PERSON TO APPEAR BEFORE THE CWAB TO PRESENT EVIDENCE AND ARGUMENTS IN SUPPORT OF THEIR POSITIONS. THE DISCHARGER OR PERSON AND THE CITY MAY PRESENT WITNESSES AND DOCUMENTARY EVIDENCE TO THE

CWAB. WITNESSES SHALL BE SWORN AND SHALL BE SUBJECT TO CROSS-EXAMINATION. THE PROCEEDINGS OF THE CWAB SHALL BE RECORDED. THE RULES OF EVIDENCE OF THE COURTS OF THE STATE OF MICHIGAN SHALL NOT BE STRICTLY APPLIED BY THE CWAB BUT SHALL BE A GUIDE FOR THE CWAB IN DETERMINING WHICH EVIDENCE TO ADMIT OR EXCLUDE AND WHAT WEIGHT TO GIVE THE EVIDENCE ADMITTED. ON RECEIPT OF A REQUEST FOR AN APPEAL, THE CWAB SHALL ESTABLISH A TIMETABLE FOR THE PROCEEDINGS AND SHALL PROMPTLY RENDER A WRITTEN DECISION STATING ITS FINDINGS OF FACT AND CONCLUSIONS SUPPORTING ITS DECISION.

(4) IF THE DISCHARGER OR PERSON REQUESTS A TRANSCRIPT OF THE PROCEEDINGS, THE DISCHARGER OR PERSON SHALL PAY THE COST OF PREPARING THE TRANSCRIPT AND SHALL PROVIDE A COPY TO THE CITY. THE DISCHARGER OR PERSON AND THE CITY SHALL PAY THEIR OWN COSTS OF THE CWAB PROCEEDING, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES, EXPERT WITNESSES (EXCEPT THAT THE COSTS FOR SPECIAL EXPERT MEMBERS SHALL BE PAID AS SET FORTH IN SUBSECTION (E)(2) OF THIS SECTION), OTHER WITNESSES, DOCUMENTS, AND TESTS. THE DISCHARGER OR PERSON REQUESTING THE APPEAL TO THE CWAB SHALL PAY A FEE AS ESTABLISHED FROM TIME TO TIME BY RESOLUTION OF THE CITY COUNCIL AND KEPT ON FILE BY THE CITY CLERK. IF THE CWAB FINDS THAT THE DISCHARGER OR PERSON FILED A FRIVOLOUS APPEAL, OR IN BAD FAITH, WHICH HAS NO REASONABLE BASIS IN FACT OR LAW, THE CWAB MAY ASSESS THE DISCHARGER OR PERSON FOR ALL OF

THE COSTS OF THE CWAB AND THE CITY IN CONNECTION WITH THE APPEAL AND THE DISCHARGER OR PERSON SHALL PAY THE SAME WITHIN THIRTY (30) DAYS.

(5) THE PARTIES MAY BE REPRESENTED BY ATTORNEYS IN ALL PROCEEDINGS BEFORE THE CWAB.

(G) JUDICIAL REVIEW: APPEAL FROM A FINAL DECISION OF THE CWAB SHALL BE TO THE GENESEE COUNTY CIRCUIT COURT. JUDICIAL REVIEW SHALL BE LIMITED TO THE RECORD FROM THE CWAB PROCEEDINGS, UNLESS THE COURT ALLOWS ADDITIONAL MATERIAL. THE DECISION OF THE CWAB SHALL BE UPHELD IF IT IS SUPPORTED BY SUBSTANTIAL EVIDENCE AND IS NOT CONTRARY TO LAW. THE DISCHARGER OR PERSON SHALL BE REQUIRED TO EXHAUST ALL ADMINISTRATIVE REMEDIES AVAILABLE UNDER SUBSECTION (E) OF THIS SECTION BEFORE SEEKING JUDICIAL REVIEW.

(H) STAYS: IF A DISCHARGER OR PERSON MAKES A TIMELY REQUEST FOR AN INFORMAL CONFERENCE UNDER SUBSECTION (D) OF THIS SECTION OR FOR AN APPEAL TO THE CWAB UNDER SUBSECTION (E) OF THIS SECTION, THE ORDER, COMPENSATORY DAMAGE CHARGE, OR ACTION ON OR REGARDING AN MS4 PERMIT, WHICH IS THE SUBJECT OF A REQUEST FOR AN INFORMAL CONFERENCE OR APPEAL TO THE CWAB, SHALL BE STAYED UNTIL A FINAL DETERMINATION IS REACHED. THE FOLLOWING SHALL NOT BE STAYED, EXCEPT BY ORDER OF A COURT OF LAW:

(1) AN IMMEDIATE CEASE AND DESIST ORDER;

(2) AN ORDER OR ACTION ON OR REGARDING AN MS4 PERMIT THAT INVOLVES AN EMERGENCY SITUATION, A THREAT TO PUBLIC HEALTH OR SAFETY, A THREAT TO PROPER OPERATION OF THE MS4, OR A THREAT TO THE ENVIRONMENT.

(I) CONTINUING VIOLATIONS: EACH DAY ON WHICH A VIOLATION OF THIS ORDINANCE, AN MS4 PERMIT, OR AN ORDER OCCURS SHALL BE A SEPARATE VIOLATION. EVERY VIOLATION OF EACH SECTION OF THIS ORDINANCE SHALL BE A SEPARATE VIOLATION.

(J) PENALTIES, FINES, AND REMEDIES:

(1) CIVIL JUDICIAL RELIEF. THE CITY DIRECTOR, THROUGH THE CITY ATTORNEY, MAY PURSUE AN ACTION AT LAW OR IN EQUITY TO ENJOIN, ABATE, OR PROSECUTE ANY VIOLATION OF THIS ORDINANCE, AN MS4 PERMIT, OR AN ORDER. THE CITY DIRECTOR MAY SEEK TEMPORARY OR PERMANENT INJUNCTIVE RELIEF, DAMAGES, COMPENSATORY DAMAGE CHARGES, CIVIL PENALTIES UNDER SUBSECTION (J)(2) OF THIS SECTION, AND SUCH OTHER RELIEF AS A COURT MAY ORDER.

(2) CIVIL PENALTIES. IN AN ACTION BROUGHT BY THE CITY AGAINST A DISCHARGER OR PERSON FOR VIOLATION OF THIS ORDINANCE, AN MS4 PERMIT, OR AN ORDER, A COURT MAY IMPOSE A CIVIL PENALTY OF UP TO \$5,000 PER DAY PER VIOLATION. IN CALCULATING THE AMOUNT OF THE PENALTY, THE COURT SHALL CONSIDER

THE FREQUENCY OF THE VIOLATION; THE IMPACT ON THE MS4, HUMAN HEALTH, AND THE ENVIRONMENT; THE MAGNITUDE AND DURATION OF THE VIOLATION; THE ECONOMIC BENEFIT TO THE DISCHARGER OR PERSON FROM THE VIOLATION; THE COMPLIANCE HISTORY OF THE DISCHARGER OR PERSON; AND OTHER FACTORS DEEMED APPROPRIATE BY THE COURT.

(3) CUMULATIVE REMEDIES. THE IMPOSITION OF A SINGLE CIVIL PENALTY, CIVIL FINE, CRIMINAL FINE, ORDER, DAMAGE, OR COMPENSATORY DAMAGE CHARGE UPON A DISCHARGER OR PERSON FOR A VIOLATION OF THIS ORDINANCE, AN MS4 PERMIT, OR AN ORDER SHALL NOT PRECLUDE THE IMPOSITION BY THE CITY OR BY A COURT OF ADDITIONAL SANCTIONS AND REMEDIES WITH RESPECT TO THE SAME VIOLATION EXCEPT THAT A DISCHARGER OR PERSON SHALL NOT HAVE BOTH A CIVIL PENALTY UNDER SUBSECTION (J)(2) OF THIS SECTION AND A CIVIL FINE UNDER SUBSECTION (J)(4) OF THIS SECTION IMPOSED ON IT FOR THE SAME VIOLATION.

(4) MUNICIPAL CIVIL INFRACTION; CIVIL FINE. THE CITY DIRECTOR AND CITY ENFORCEMENT OFFICERS ARE AUTHORIZED PERSONS AND AUTHORIZED LOCAL OFFICIALS TO ISSUE A MUNICIPAL CIVIL INFRACTION CITATION OR A MUNICIPAL CIVIL INFRACTION NOTICE FOR ANY VIOLATION OF THIS ORDINANCE, AN MS4 PERMIT, OR AN ORDER ISSUED UNDER THIS ORDINANCE, EXCEPT FOR VIOLATIONS PUNISHABLE UNDER SUBSECTION (L) OF THIS SECTION. THE MUNICIPAL CIVIL INFRACTION CIVIL FINE FOR ANY VIOLATION OF THIS ORDINANCE, AN MS4 PERMIT, OR AN

ORDER ISSUED UNDER THIS ORDINANCE SHALL BE UP TO \$5,000 PER VIOLATION PER DAY. IN CALCULATING THE AMOUNT OF THE MUNICIPAL CIVIL INFRACTION CIVIL FINE, THE CITY DIRECTOR, THE CITY ENFORCEMENT OFFICER, OR THE COURT, AS APPLICABLE, SHALL CONSIDER THE FREQUENCY OF VIOLATION BY THE DISCHARGER OR PERSON, THE IMPACT ON THE MS4 AND ON HUMAN HEALTH AND THE ENVIRONMENT OF THE VIOLATION, THE MAGNITUDE AND DURATION OF THE VIOLATION, THE ECONOMIC BENEFIT TO THE DISCHARGER OR PERSON GAINED BY THE VIOLATION, THE COMPLIANCE HISTORY OF THE DISCHARGER OR PERSON, AND OTHER FACTORS DEEMED APPROPRIATE BY THE COURT, THE CITY DIRECTOR, OR THE CITY ENFORCEMENT OFFICER, AS APPLICABLE. THE PROVISIONS OF CHAPTER 1, §§ 1-12 AND 1-19 SHALL APPLY TO MUNICIPAL CIVIL INFRACTION CITATIONS AND MUNICIPAL CIVIL INFRACTION NOTICES ISSUED UNDER THIS ORDINANCE.

(5) COMPENSATORY DAMAGES. IN ADDITION TO PROSECUTION AND THE IMPOSITION OF PENALTIES AND FINES FOR VIOLATIONS, A DISCHARGER OR PERSON VIOLATING THIS ORDINANCE, AN MS4 PERMIT, OR AN ORDER SHALL BE SUBJECT TO ONE OR MORE COMPENSATORY DAMAGE CHARGES IN ACCORDANCE WITH THIS ORDINANCE.

(K) VIOLATION CONSTITUTES A PUBLIC NUISANCE: VIOLATIONS OF THIS ORDINANCE, A PERMIT, OR AN ORDER ARE A PUBLIC NUISANCE.

(L) CRIMINAL VIOLATIONS:

(1) VIOLATIONS - GENERALLY. ANY DISCHARGER OR PERSON WHO WILLFULLY OR INTENTIONALLY VIOLATES ANY PROVISION OF THIS ORDINANCE OR ANY ORDER ISSUED UNDER THIS ORDINANCE OR AN MS4 PERMIT ISSUED HEREUNDER SHALL, UPON CONVICTION, BE GUILTY OF A MISDEMEANOR, PUNISHABLE AS PROVIDED IN § 1-7 OF THE CODE. EACH DAY OF VIOLATION IS A SEPARATE OFFENSE.

(2) FALSIFYING INFORMATION. ANY DISCHARGER OR PERSON WHO KNOWINGLY MAKES ANY FALSE STATEMENTS, REPRESENTATIONS, OR CERTIFICATIONS IN ANY APPLICATION, RECORD, REPORT, PLAN, OR OTHER DOCUMENT FILED OR REQUIRED TO BE MAINTAINED PURSUANT TO THIS ORDINANCE, OR AN MS4 PERMIT OR AN ORDER ISSUED UNDER THIS ORDINANCE, OR WHO FALSIFIES, TAMPERS WITH, OR KNOWINGLY RENDERS INACCURATE ANY MONITORING DEVICE OR METHOD REQUIRED UNDER THIS ORDINANCE SHALL, UPON CONVICTION, BE GUILTY OF A MISDEMEANOR PUNISHABLE AS PROVIDED IN § 1-7 OF THE CODE. EACH DAY OF VIOLATION IS A SEPARATE OFFENSE.

(M) VANDALISM AND TRESPASS: ANY PERSON WHO VIOLATES SUBSECTIONS (1) AND (2) IN THIS SUBSECTION SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, SHALL BE PUNISHED AS PROVIDED IN § 1-7 OF THE CITY CODE. THE NOTICE PROVISIONS OF §46-146(C) SHALL NOT APPLY TO THIS SUBSECTION.

(1) NO PERSON SHALL MALICIOUSLY, WILLFULLY, OR

NEGLIGENTLY BREAK, DAMAGE, DESTROY, UNCOVER, DEFACE, OR TAMPER WITH ANY STRUCTURE, APPURTENANCE, OR EQUIPMENT WHICH IS A PART OF THE CITY MS4.

(2) NO PERSON SHALL PARTIALLY OR FULLY ENTER OR OTHERWISE ACCESS ANY STRUCTURE, APPURTENANCE, OR EQUIPMENT WHICH IS A PART OF THE CITY MS4, EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY DIRECTOR.

(N) LIEN FOR CHARGES AND FEES: ANY CHARGE, FEE, COST, OR OTHER AMOUNT REQUIRED TO BE PAID UNDER THIS ORDINANCE WHICH IS NOT PAID WHEN DUE, SHALL BE A LIEN UPON THE PREMISES. THE AMOUNT MAY BE CERTIFIED TO THE TAX ASSESSOR AND COLLECTED IN THE SAME MANNER THAT OTHER SPECIAL ASSESSMENTS ARE COLLECTED UNDER THE CHARTER OR BY ANY OTHER LAWFUL MEANS.

(O) RECOVERY OF COSTS AS COMPENSATORY DAMAGES: ANY DISCHARGER OR PERSON VIOLATING ANY OF THE PROVISIONS OF THIS ORDINANCE, OR WHO DISCHARGES OR CAUSES A DISCHARGE PRODUCING A DEPOSIT OR OBSTRUCTION, OR CAUSES DAMAGE TO OR IMPAIRS THE CITY MS4 OR ITS OPERATION OR OTHERWISE CAUSES THE CITY TO INCUR ADDITIONAL OR NON-ROUTINE COSTS, SHALL BE LIABLE TO THE CITY FOR ANY EXPENSE, LOSS, OR COSTS OF THE DAMAGE CAUSED BY SUCH VIOLATION OR DISCHARGE, ALL OF WHICH ARE COMPENSATORY DAMAGES.

§46-147 STORM WATER EASEMENTS AND MAINTENANCE AGREEMENTS

(A) APPLICABILITY OF REQUIREMENTS: THE REQUIREMENTS OF THIS SECTION CONCERNING STORM WATER EASEMENTS AND MAINTENANCE AGREEMENTS SHALL APPLY TO ALL PERSONS REQUIRED TO SUBMIT A STORM WATER PLAN TO THE CITY DIRECTOR FOR REVIEW AND APPROVAL.

(B) STORM WATER MANAGEMENT EASEMENTS: A DEVELOPER SHALL PROVIDE ALL STORM WATER MANAGEMENT EASEMENTS NECESSARY TO IMPLEMENT THE APPROVED STORM WATER PLAN AND TO OTHERWISE COMPLY WITH THIS ORDINANCE IN FORM AND SUBSTANCE REQUIRED BY THE CITY DIRECTOR AND SHALL RECORD SUCH EASEMENTS UPON APPROVAL OF THE STORM WATER PLAN BY THE CITY DIRECTOR. THE EASEMENTS SHALL ASSURE ACCESS TO THE DEVELOPMENT SITE FOR PROPER INSPECTION AND MAINTENANCE OF STORM WATER RUNOFF FACILITIES AND SHALL PROVIDE ADEQUATE EMERGENCY OVERLAND FLOW-WAYS.

(C) MAINTENANCE AGREEMENTS:

(1) THE PURPOSE OF THE MAINTENANCE AGREEMENT IS TO PROVIDE THE MEANS AND ASSURANCE THAT MAINTENANCE OF BMPS SHALL BE IMPLEMENTED.

(2) A MAINTENANCE AGREEMENT SHALL BE SUBMITTED TO THE CITY DIRECTOR BY A DEVELOPER AS PART OF THE DEVELOPER'S STORM WATER PLAN, AND SHALL BE SUBJECT TO APPROVAL AS PART OF THE STORM

WATER PLAN. A MAINTENANCE PLAN SHALL BE INCLUDED IN THE MAINTENANCE AGREEMENT.

(3) THE MAINTENANCE AGREEMENT SHALL INCLUDE A PLAN FOR ROUTINE, EMERGENCY AND LONG-TERM MAINTENANCE OF ALL STORMWATER BMPS IN THE STORM WATER PLAN, WITH A DETAILED ANNUAL ESTIMATED BUDGET FOR THE INITIAL THREE YEARS, AND SHALL REQUIRE WRITTEN NOTICE TO THE CITY OF MAINTENANCE BY THE PARTY RESPONSIBLE FOR MAINTENANCE. THE AGREEMENT SHALL PROVIDE THAT SUCH NOTICE WILL BE GIVEN TO THE CITY AT LEAST FOURTEEN (14) DAYS IN ADVANCE OF COMMENCING THE MAINTENANCE WORK. THE MAINTENANCE AGREEMENT SHALL BE IN RECORDABLE FORM AND SHALL BE BINDING ON ALL SUBSEQUENT OWNERS OF LAND SERVED BY THE BMPS AND SHALL BE RECORDED IN THE OFFICE OF THE GENESEE COUNTY REGISTER OF DEEDS IMMEDIATELY AFTER THE APPROVAL BY THE CITY OF THE MAINTENANCE AGREEMENT. IF THERE HAS BEEN A MATERIAL FAILURE, AS DETERMINED BY THE CITY DIRECTOR, TO UNDERTAKE MAINTENANCE AS REQUIRED UNDER THE MAINTENANCE AGREEMENT, THE CITY DIRECTOR MAY HIRE A PERSON WITH QUALIFICATIONS AND EXPERIENCE IN THE SUBJECT MATTER TO UNDERTAKE THE REQUIRED MAINTENANCE, IN WHICH EVENT THE PROPERTY OWNER SHALL BE OBLIGATED TO ADVANCE OR REIMBURSE PAYMENT (AS DETERMINED BY THE CITY DIRECTOR FOR ALL COSTS AND EXPENSES ASSOCIATED WITH SUCH MAINTENANCE, TOGETHER WITH A REASONABLE ADMINISTRATIVE FEE. THE MAINTENANCE AGREEMENT SHALL

CONTAIN A PROVISION WHICH SETS FORTH THIS REQUIREMENT.

§46-148 ESTABLISHMENT OF COUNTY DRAINS

PRIOR TO FINAL APPROVAL, ALL STORM WATER MANAGEMENT FACILITIES FOR PLATTED SUBDIVISIONS SHALL BE ESTABLISHED AS COUNTY DRAINS, AS AUTHORIZED IN SECTION 433, CHAPTER 18 OF THE MICHIGAN DRAIN CODE (P.A. 40 OF 1956, AS AMENDED) FOR LONG-TERM MAINTENANCE.

§ 46-149 MS4 PERMIT FEES

(A) ANNUAL FEES: THE CITY DIRECTOR MAY ASSESS AN ANNUAL MS4 PERMIT FEE OF \$200 FOR EACH CONNECTION TO THE CITY MS4 TO DISCHARGERS PERMITTED TO DISCHARGE TO THE CITY MS4 UNDER § 46-134.

(B) MS4 PERMIT FEES: PERSONS REGULATED UNDER MS4 PERMITS, SHALL PAY A PERMIT APPLICATION OR RE-APPLICATION FEE OF \$100, A PERMIT RENEWAL FEE OF \$100, AND A PERMIT TRANSFER FEE (IN THE EVENT OF A TRANSFER OF THE MS4 PERMIT) OF \$100 TO THE CITY. IN ADDITION TO THESE FEES, SUCH PERSONS SHALL REIMBURSE THE CITY FOR ANY AND ALL OTHER EXPENSES THE CITY INCURS ARISING FROM: (A) PROCESSING INCOMPLETE, INCORRECT, OR OTHERWISE UNACCEPTABLE MS4 PERMIT APPLICATIONS; (B) ESTABLISHING CASE-SPECIFIC RESTRICTIONS ON DISCHARGES TO THE CITY MS4; (C) SAMPLING AND ANALYZING DISCHARGES TO THE CITY MS4 AND INSPECTING PERMITTEE'S FACILITIES;

(D) ENFORCING MS4 PERMITS;
(E) PRODUCING AND MAILING COPIES OF MS4 PERMITS; AND (F) OTHER ACTIVITIES IN CONNECTION WITH ISSUING, ADMINISTERING, MS4 PERMITS.

§46-150 OTHER MATTERS

INTERPRETATION: WORDS AND PHRASES IN THIS ORDINANCE SHALL BE CONSTRUED ACCORDING TO THEIR COMMON AND ACCEPTED MEANINGS, EXCEPT THAT WORDS AND PHRASES DEFINED IN §46-129 SHALL BE CONSTRUED ACCORDING TO THE RESPECTIVE DEFINITIONS GIVEN IN THAT SECTION. TECHNICAL WORDS AND TECHNICAL PHRASES THAT ARE NOT DEFINED IN THIS ORDINANCE BUT WHICH HAVE ACQUIRED PARTICULAR MEANINGS IN LAW OR IN TECHNICAL USAGE SHALL BE CONSTRUED ACCORDING TO SUCH MEANINGS.

CATCH-LINE HEADINGS: THE CATCH-LINE HEADINGS OF THE SECTIONS, SUBSECTIONS AND PARAGRAPHS OF THIS ORDINANCE ARE INTENDED FOR CONVENIENCE ONLY, AND SHALL NOT BE CONSTRUED AS AFFECTING THE MEANING OR INTERPRETATION OF THE TEXT OF THE SECTIONS, SUBSECTIONS AND PARAGRAPHS TO WHICH THEY MAY REFER.

SEVERABILITY: THE PROVISIONS OF THIS ORDINANCE ARE HEREBY DECLARED TO BE SEVERABLE, AND IF ANY PART OR PROVISION OF THIS ORDINANCE SHOULD BE DECLARED INVALID OR UNENFORCEABLE BY ANY COURT OF COMPETENT JURISDICTION, SUCH INVALIDITY OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PART OR PROVISION OF THE ORDINANCE.

OTHER ORDINANCES: THIS ORDINANCE SHALL BE IN ADDITION TO OTHER ORDINANCES OF THE CITY AND SHALL NOT BE DEEMED TO REPEAL OR REPLACE OTHER ORDINANCES OR PARTS THEREOF EXCEPT TO THE EXTENT THAT SUCH REPEAL IS SPECIFICALLY PROVIDED FOR IN THIS ARTICLE.

Sec. 2. This ordinance shall become effective on the _____ day of _____, 2019, A.D.

Adopted this _____ day of _____, 2019, A.D.

Dr. Karen W. Weaver, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

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