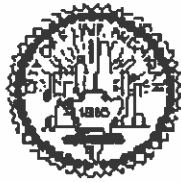


City of Flint, Michigan

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



Meeting Agenda - FINAL

Monday, April 8, 2024

4:30 PM

CITY COUNCIL CHAMBERS

SPECIAL AFFAIRS COMMITTEE

Candice Mushatt, Vice President, Ward 7

*Leon El-Alamin, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Alicia Brown, Deputy Clerk

Davina Donahue, City Clerk

ROLL CALL

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA

PUBLIC SPEAKING

Members of the public shall have no more than three (3) minutes to address the City Council on any subject.

COUNCIL RESPONSE

Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two (2) minutes.

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, February 27, 2023), the Presiding Officer or Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Presiding Officer or Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda - it shall be voted on or adopted without objection.

RESOLUTIONS

240088 Reallocation of ARPA Funds/Police Department/Police Training

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any agreements necessary to appropriate funding from the funding source account #187-287.000-963.000 to the City of Flint Police Department in the amount of \$100,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations. [NOTE: City Administration recommends reallocating \$100,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding for Police Training, with PS-02 of the ARPA Allocation plan from resolution 220464.1.]

240104 Recognition/Second Chance Month/City of Flint/April 2024

Resolution resolving that the City of Flint declares April 2024 to be Second Chance Month, AND, resolving that the City of Flint encourages and supports state legislation that would eliminate housing barriers for people with records. [NOTE: Over 4 million people in Michigan have a criminal record or some kind of arrest record and as result, face barriers to employment, food and shelter, and Black and Latino people are arrested, convicted, and incarcerated in numbers disproportionate to their representation in the population as a whole. Redemption and rehabilitation are core to our beliefs and commitment to one another, and second chances and opportunities to rebuild one's life after an arrest or incarceration are pivotal to not only individuals, but also to strong and healthy communities in the City of Flint.]

240106 Mandate/Disclosure of Conflicts of Interest and Contacts with Those Benefitting From or Receiving Funds from the City of Flint/Flint City Councilmembers

Resolution resolving that any Councilmember who has a conflict of interest as defined in those provisions shall disclose such conflict, and its nature, during debate on the ordinance or resolution before the City Council, and before a vote is taken, AND, resolving that that Councilmembers shall orally disclose, during debate on an ordinance or resolution before City Council, any contacts or communications, oral or written, with any entity or person, including any agents, employees or representatives, that will receive a direct benefit from the matter before the Council, AND, resolving that Councilmembers shall orally disclose, during debate on the ordinance or resolution before City Council, anything of value received within the prior twelve months from or on behalf of the entity or person, including any agents, employees or representatives, that will receive a direct benefit from the matter before the Council, AND, resolving that that no declaration need be made unless the benefit is of more than a de minimis nature and is distinguishable from the benefits to the public or a broad segment of the public.

240116 Tentative Agreement/City of Flint and AFSCME Council 25 - Local 1600

Resolution resolving that the Flint City Council RATIFIES the Tentative Agreement between the City of Flint and AFSCME Local 1600, and authorizes the Director, Human Resources & Labor Relation, to execute a Memorandum of Understanding so providing.

240120 Contract/Ernst & Young/Management of ARPA Funds (Revised FY24)

Resolution resolving that the appropriate City Officials can enter into Year 3 of the amended ARPA Compliance Services Contract with Ernst & Young LLP, in the amount not to exceed \$738,025.00 for a for FY2024 (07/01/23-06/30/24). Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

240125 Setting a Public Hearing/Vacation of Easements/2201 Industrial Boulevard

Resolution resolving that a public hearing to consider the approval of the vacation of the two easements identified as "TE 13 - L 2194 P 686 - CITY OF FLINT RESERVED EASEMENT FOR PUBLIC UTILITIES & OWNERS OF FACILITIES INSTALLED AS OF 1984-5-14" shall be held on the _____ day of _____, 2024 at 5:30 p.m., in the City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw St., Flint, Michigan, AND, resolving that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing. [NOTE: The City of Flint desires to provide due notice to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to vacate two 60 foot-wide underground easements under 2201 Industrial Blvd. ("Building 1 of Flint Commerce Center") in support of Ashley Capital's redevelopment of Buick City.]

230466.2 Adoption/2024 Revisions to Council Rules [Rules Governing Meetings of the Flint City Council

Resolution resolving that the Flint City Council adopts the [amended] Rules Governing Meetings of the Flint City Council, to be effective upon being made publicly available at the City Clerk's Office and/or on the City's website, with proposed revisions offered and adopted by the Flint City Council on April 8, 2024.

[NOTE: PLEASE SEE ATTACHED PROPOSED AMENDMENTS AT THE END OF THE SPECIAL AFFAIRS AGENDA.]

240128 Designated Videography Area/City Council Chambers

Resolution resolving that to minimize the possibility of disrupting the meetings of the City Council or its Committees, all use of free-standing camera stands, including but not limited to tripods, camera stands, and other physical devices used to support or elevate cameras, cell phones, or other video recording devices, is restricted to an area to be designated by City Clerk in the northeast corner of the City Council chambers during those meetings. Persons in violation of this resolution will be deemed to be acting in a disorderly fashion and shall be ordered to leave the meeting, and any unattended video equipment shall be deemed abandoned, AND, resolving that the City Clerk shall post copies of this resolution at the entrance to the City Council chambers.

APPOINTMENTS

240107 Appointment/Building Code Board of Appeals/Tom Hutchinson

Resolution resolving that the Flint City Council approves the appointment of Tom Hutchinson, 18S1 Brookside Dr, Flint, Michigan, 48503, to the Building Code Board of Appeals, to serve a three-year term commencing on March 2, 2024, and ending on March 1, 2027.

240126 Reappointment/Zoning Board of Appeals/Ramie Yelle

Resolution resolving that the Flint City Council approves the reappointment of

Ramie Yelle (3614 Dakota Avenue, Flint, MI, 48506) to the Zoning Board of Appeals for a three-year term commencing September 1, 2024, and expiring September 1, 1017, as recommended by 4th Ward Councilmember Judy Priestley.

ADJOURNMENT



240088

RESOLUTION NO.: _____

PRESENTED: 3-06-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO THE CITY OF FLINT POLICE DEPARTMENT FOR POLICE TRAINING

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement" on December 20, 2023;

City Administration recommends reallocating \$100,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding for Police Training, with PS-02 of the ARPA Allocation plan from resolution 220464.1.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-345.002-958.000	Police Training	\$100,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any agreements necessary to appropriate funding from the funding source account #187-287.000-963.000 to the City of Flint Police Department in the amount of \$100,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Feb 20, 2024 16:49 EST)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Feb 20, 2024 14:33 EST)
William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Feb 20, 2024 14:30 EST)
Phillip Moore, Chief Financial Officer



RESOLUTION NO.: 220464.1

PRESENTED: OCT 24 2022

ADOPTED: OCT 24 2022

RESOLUTION ADOPTING ARPA ALLOCATION PLAN

BY THE CITY COUNCIL:

Under the American Rescue Plan Act (ARPA), the City of Flint received grant funding from the Coronavirus Local Fiscal Recovery Fund through the US Department of Treasury in the amount of \$94,726,664.00, to address public health and economic impacts of the COVID-19 public health emergency, respond to workers performing essential work during the COVID-19 public health emergency, provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, and to make necessary investments in infrastructure.

\$34,374,696.00 of the City's ARPA funding has already been allocated and/or spent for these purposes. The remaining \$60,351,968.00 must be spent by December 31, 2026, to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

IT IS RESOLVED that the Flint City Council adopts the ARPA Allocation Plan, listed below, as its plan for allocating the remaining \$60,351,968.00 of the City's remaining ARPA funding

	Previously Authorized Allocations of ARPA Funds	Allocation of Remaining ARPA Funds	Community Grants (incl in Remaining ARPA Funds Allocations)
Neighborhood Improvement	26,400,000.00	13,735,000.00	9,660,000.00
Economic Development	0.00	8,275,000.00	3,000,000.00
Public Safety	600,000.00	3,720,000.00	1,000,000.00
Public Health	1,250,000.00	5,250,000.00	4,500,000.00
Infrastructure	1,800,000.00	400,000.00	0.00
Revenue Replacement	404,334.00	21,122,618.00	0.00
Contingency	0.00	5,000,000.00	0.00
Premium Pay	2,769,712.00	0.00	0.00
Administration	1,150,650.00	2,640,350.00	0.00
Grand Totals	\$34,374,696.00	\$60,351,968.00	\$18,160,000.00

IT IS FURTHER RESOLVED that the appropriate City officials are asked to implement this allocation plan, including identifying and submitting specific grantees or expenditures for Council approval, in accordance with the requirements of City, State, and Federal law.

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Neighborhood Improvement		
HB-02 Neighborhood Clean Up	2,210,000.00	1,210,000.00
HB-03 Alternative Uses for Vacant Lots	250,000.00	500,000.00
HB-04 Homeowner Education	50,000.00	50,000.00
HB-05 Home Repair & Improvement Grants	5,000,000.00	5,000,000.00
HB-06 Community Development Gap Financing	1,400,000.00	1,400,000.00
PH-02 Improve Parks and Community Centers (Moved from Public Health)		
Total Neighborhood Improvement	4,825,000.00	1,600,000.00
	13,735,000.00	9,660,000.00
Economic Development		
ED-02 Loans to Businesses	375,000.00	
ED-03 Clean-up Buick City	3,250,000.00	
ED-04 Property Disposition	175,000.00	
ED-05 Improve Technology For Economic Development	600,000.00	
ED-06 Oak Business Center	875,000.00	
ED-08 Business Grants Covid Recovery	500,000.00	500,000.00
Youth Job Training		
Total Economic Development	2,500,000.00	2,500,000.00
	8,275,000.00	3,000,000.00
Public Safety		
PS-01 Hiring Bonuses (Police and Fire)		
PS-02 Police Training	0.00	
PS-03 Purchase 20 Cameras	100,000.00	
PS-04 Purchase 15 Vehicles for Detective Bureau (Moved to Revenue Replacement)	200,000.00	
PS-05 Witness Protection Program	0.00	
PS-06 Clear Cold Cases In Conjunction with Detroit Crime Commission (Moved to Revenue Replacement)	300,000.00	
Add 500 streetlights, Replace 2000 Lights With LED Bulbs	0.00	
PS-07 PAL Pilot Project (500 children)	2,800,000.00	
PS-09 Pilot for Dispute Resolution	250,000.00	
PS-10 Gun Bounty	250,000.00	1,000,000.00
PS-11 Speed Humps (Moved to Revenue Replacement)	0.00	
PS-12 Third Party Review of 911 Response to City Calls	0.00	
Secured Lot for City Employees, including Police	0.00	
Total Public Safety	70,000.00	
	3,970,000.00	1,000,000.00
Public Health and Youth Development		
PH-04 Food Access and Food System Support (Ex. Food Pantries, Urban Gardens)		
PH-05 Mental Health Referrals and Services and Support Homelessness	1,000,000.00	1,000,000.00
Water Affordability Project	1,000,000.00	1,000,000.00
proposed Youth Wellness (education, leadership, recreation)	500,000.00	
proposed Health Care Access, Equity & Research	250,000.00	
Total Public Health	2,000,000.00	500,000.00
	5,250,000.00	4,500,000.00

Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Infrastructure		
Water Main Miller Road		
Total Infrastructure	400,000.00	
	400,000.00	0.00
Revenue Replacement		
Speed Humps (74,570 spent) (Moved from Public Safety)	13,142,188.00	
Sidewalk Repair	125,430.00	
City Public Health Office (moved from Public Health & Youth C	2,000,000.00	
Excavator (moved from Infrastructure)	425,000.00	
Dump Truck (moved from Infrastructure)	320,000.00	
Skid Steer (moved from Infrastructure)	150,000.00	
Renovate Council Chambers	140,000.00	
Additional Fire Department Equipment	600,000.00	
Ward Priorities (20,000/Ward)	1,000,000.00	
Clear Cold Cases in Conjunction with Detroit Crime	270,000.00	
PS-06 Commission (Moved from Public Safety)	350,000.00	
PS-04 Purchase Vehicles for Detective Bureau (Moved from Public Safety)	450,000.00	
HB-09 Removal of City Owned Trees (Moved from Neighborhood In	2,000,000.00	
Total Revenue Replacement	20,872,618.00	0.00
Contingency		
Future Reserves	5,000,000.00	
Total Contingency	5,000,000.00	0.00
Premium Pay		
Premium Pay	0.00	
Total Premium Pay	0.00	0.00
Administration		
Total Administration	2,849,350.00	
	2,849,350.00	0.00
Grand Totals	\$ 60,381,868.00	\$ 18,160,000.00

240104



RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

**Resolution Recognizing April 2024 as
Second Chance Month in the City of Flint**

Over 4 million people in Michigan have a criminal record or some kind of arrest record and as result, face barriers to employment, food and shelter, and Black and Latino people are arrested, convicted, and incarcerated in numbers disproportionate to their representation in the population as a whole; and

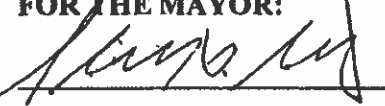
Redemption and rehabilitation are core to our beliefs and commitment to one another, and second chances and opportunities to rebuild one's life after an arrest or incarceration are pivotal to not only individuals, but also to strong and healthy communities in the City of Flint; and

The ability of people with records to achieve good outcomes and successfully reintegrate into their communities is challenged by housing barriers, and contributes to higher levels of recidivism, broken families, and unsafe communities; and

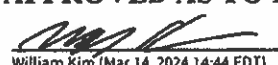
Research demonstrates that removing barriers and increasing access to stable housing and meaningful employment is linked to decreased crime and improved public safety. The City of Flint believes a conviction should not create a barrier to safe housing, nor employment and seeks to assist the rehabilitation of people with records and ensure healthier, safer communities; and states and cities across the country have adopted policies to remove unfair barriers to employment and housing for people with records.

BE IT RESOLVED that the City of Flint declares April 2024 to be Second Chance Month; and

BE FURTHER RESOLVED, that the City of Flint encourages and supports state legislation that would eliminate housing barriers for people with records.

FOR THE MAYOR:


FOR THE CITY COUNCIL:

APPROVED AS TO FORM:

William Kim (Mar 14, 2024 14:44 EDT)
William Y. Kim, City Attorney

240106



RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

Resolution Mandating Disclosure of Conflicts of Interest and Contacts with Those Benefitting From or Receiving Funds From the City of Flint

Section 1-602(D) of the Flint City Charter mandates certain disclosures by public servants “who in the discharge of official duties would be required to take an official action or make an official decision that would substantially affect the public servant’s financial interests or those of an associated business or immediate family member.”

Section 1-142 of the Flint City Code of Ordinances also mandates that “[e]very officer . . . shall file a sworn statement with the City Clerk whenever the officer . . . has made or participated, or was required to make or participate, in making a governmental decision having knowledge that the decision will provide a benefit to the officer . . . or his business associate, spouse, son, daughter, parent, grandparent, brother, sister, or any person who resides or at some time resided in the same household as the officer or employee.”

To further implement and strengthen the disclosure requirements of the Flint City Charter and Code of Ordinances,

BE IT RESOLVED that any Councilmember who has a conflict of interest as defined in those provisions shall disclose such conflict, and its nature, during debate on the ordinance or resolution before the City Council, and before a vote is taken.

BE IT FURTHER RESOLVED that Councilmembers shall orally disclose, during debate on an ordinance or resolution before City Council, any contacts or communications, oral or written, with any entity or person, including any agents, employees or representatives, that will receive a direct benefit from the matter before the Council.

BE IT FURTHER RESOLVED that a Councilmembers shall orally disclose, during debate on the ordinance or resolution before City Council, any thing of value received within the prior twelve months from or on behalf of the entity or person, including any agents, employees or representatives, that will receive a direct benefit from the matter before the Council.

BE IT FURTHER RESOLVED that no declaration need be made unless the benefit is of more than a de minimis nature and is distinguishable from the benefits to the public or a broad segment of the public.

<signatures on next page>

FOR THE CITY COUNCIL

FOR THE CITY OF FLINT



Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:



William Y. Kim, City Attorney





RESOLUTION NO.: 240116
PRESENTED: 4-03-2024
ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO APPROVE TENTATIVE AGREEMENT BETWEEN THE CITY OF FLINT AND
AFSCME COUNCIL 25, LOCAL 1600**

The City of Flint and AFSCME Local 1600 negotiated a Collective Bargaining Wage Equity Reopener Agreement on July 13, 2023.

The parties have reached a Tentative Agreement regarding the Wage Equity Reopener Agreement through June 30, 2025, that includes wage increases for the (8) classifications as outlined in the attached Memorandum of Understanding.

It is the recommendation of the Human Resources and Labor Relations Director, along with the City Administrator, to ratify the Tentative Agreement.

IT IS RESOLVED that the Flint City Council **RATIFIES** the Tentative Agreement between the City of Flint and AFSCME Local 1600, and authorizes the Director, Human Resources & Labor Relation, to execute a Memorandum of Understanding so providing.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:


William Kim (Mar 28, 2024 10:58 EDT)


Phillip Moore (Mar 28, 2024 14:32 EDT)

William Kim, City Attorney

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS/A0137
CLYDE D EDWARDS/A0137 (Mar 28, 2024 15:01 EDT)

Clyde Edwards, City Administrator



240120

RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

PROPOSAL #22000512
BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ERNST & YOUNG FOR THE MANAGEMENT OF ARPA FUNDS
(REVISED FY24)**

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals for a compliance firm to manage the American Rescue Plan Act ("ARPA"), Coronavirus Local Fiscal Recovery Funds ("CLFRF") as requested by the Finance Department in 2021. Ernst & Young was the recommended awarded bidder for this solicitation for the term of FY2022 through FY2027.

WHEREAS, Flint City Council adopted Resolution 210280 to accept ARPA funding on June 14, 2021. Flint City Council adopted Resolution 210540 on January 10, 2022 authorizing a 1-year contract (Year 1) with Ernst & Young for the compliance management of ARPA funds. Flint City Council later adopted Resolution 220507 on December 12, 2022 authorizing a one-year (Year 2) contract with Ernst & Young for the compliance management of ARPA funds.

WHEREAS, The Finance Department is recommending renewal of the contract with Ernst & Young for ARPA compliance management for a 1-Year Term for Year 3, in an amount not-to-exceed \$738,025.00 for FY2024. This contract renewal includes amendments to the previous years' contract terms and conditions to conform to the amended Scope of Services to be provided by Ernst & Young LLP for ARPA compliance.

Funding for said purchases will come from the following account:

Account Number	Account Name/Grant Code	Amount
101-173.000-801.000	PROFESSIONAL SERVICES	\$738,025.00
	FY2024 GRAND TOTAL:	\$738,025.00

IT IS RESOLVED, That the Appropriate City Officials upon City Council's approval, can hereby enter into Year 3 of the amended ARPA Compliance Services Contract with Ernst & Young LLP, in the amount not to exceed \$738,025.00 for a for FY2024 (07/01/23-06/30/24). Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:


William Kim (Mar 20, 2024 09:50 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Phillip Moore (Mar 20, 2024 09:43 EDT)

Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS

CLYDE D EDWARDS (Mar 20, 2024 12:05 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



RESOLUTION NO.: 220507

PRESENTED: DEC - 7 2022

ADOPTED: DEC 12 2022

BY THE MAYOR:

RESOLUTION TO RENEW ERNST & YOUNG LLP FOR MANAGEMENT OF THE ARPA FUNDS

WHEREAS, In January of 2022 the City of Flint awarded a one-year contract to Ernst & Young LLP to be the City of Flint's ARPA administration, compliance, and implementation firm;

WHEREAS, Acceptance of American Rescue Plan Act ("ARPA"), Coronavirus Local Fiscal Recovery Funds ("CLFRF") was adopted with Resolution No. 210280 on June 14, 2021;


WHEREAS, Ernst & Young LLP is currently providing Federal grant compliance guidance with the City's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules;

WHEREAS, The City of Flint Finance Department is recommending renewal of the contract with Ernst & Young LLP in an amount for year-two not-to-exceed \$884,380.00. This contract will use grant code FUSDT-CSLFRF and account 287-171.716-801.000 Professional Services.

Year	Amount
Cost to Date as of 11/30/22	\$ 307,000
Year 2	884,380
Year 3	738,025
Year 4	627,494
Year 5	593,525
Total for Year Two	\$ 884,380

IT IS RESOLVED, The appropriate City officials are authorized to do all things necessary to renew the contract with Ernst & Young LLP, the City of Flint's ARPA administration, compliance, and implementation firm, in the amount not-to-exceed \$884,380.00 with the option to renew at the rates as outlined in the table above.

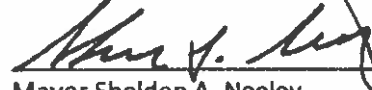
APPROVED AS TO FORM:


William Kim (Nov 30, 2022 13:19 EST)
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Robert J.F. Widigan, Chief Financial Officer


FOR THE CITY OF FLINT:


Mayor Sheldon A. Neeley

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:


Lauren Rowley, Purchasing Manager

APPROVED BY
CITY COUNCIL
DEC 12 2022


STAFF REVIEW

Date: November 29, 2022

Agenda Item Title: Resolution To Renew Ernst & Young LLP For Management Of The ARPA Funds

Prepared By: V. Foster

Background/Summary of Proposed Action: Ernst & Young LLP is currently providing Federal grant compliance guidance with the city's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules. On January 10, 2022, the Flint City Council adopted Resolution No. 210540.1, which authorized the appropriate City officials to enter into and manage a one-year contract with Ernst & Young LLP in the amount not-to-exceed \$1,150,650.00 with the option to renew.

The cost for year one of the contract, as of November 30, 2022, is \$307,000.00. As the current one-year contract ends, the City of Flint Finance Department is recommending renewal the contract with Ernst & Young LLP in an amount for year two not-to-exceed \$884,380.00.

Financial Implications:

There are funds available in the account listed below.

Account No.	Grant Code	Category	Amount
287-171.716-801.000	FUDST-CSLFRF	Professional Services	\$884,380.00

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

None

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

Staff Recommendation: Staff recommends approval of this resolution.

Compliance With Latest U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule:

Yes. The City of Flint's ARPA administration, compliance, and implementation firm, Ernst & Young LLP has reviewed and signed off as to compliance.

Robert J.F. Widigan

Robert J.F. Widigan
Chief Financial Officer

**CITY OF FLINT AND ERNST & YOUNG, LLP CONTRACT-MANAGEMENT OF
AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL
RECOVERY FUNDS**

This Agreement ("Agreement"), between the City of Flint, a Michigan municipal corporation, 1101 S. Saginaw St., Flint, MI 48502 ("City") and Ernst & Young LLP, 777 Woodward Avenue, Detroit, MI 48226 ("EY") (collectively, "Parties") hereby enter into this agreement with the following terms:

1. **Term:** This Agreement with EY shall commence on January 1, 2022 and will continue at the will of the Mayor and/or contingent upon the continuation of the funding made available through grant code FUSDT-CSLFRF and account #287.171.716.801.000.
2. **Scope of Services:** The City of Flint is seeking the proper administration, compliance and implementation of the ARPA funds related to managing the novel coronavirus (COVID-19) pandemic response and recovery and management of funds utilized under Expenditure Category 6.1 (Revenue Replacement Funds). EY shall support the City performing these services as outlined in Exhibit B to this Agreement. The City acknowledges that EY is an independent contractor and may decide how best to accomplish the tasks described in Exhibit B in cooperation with the Chief Financial Officer or his designee. The City reserves the right to request and receive adequate progress and/or status reports regarding the services listed above.
3. The City also acknowledges that EY is free to engage in other similar agreements with other clients at EY discretion provided there are no existing conflicts.
4. **Compensation:** EY shall be paid by the City as follows:

EY will complete this work in an amount not to exceed \$738,025 for year 3. Subject to City Council approval, the parties may agree to continue the agreement as outlined below with an option for years 4 through 5 included for through FY2027:

Year	Amount
Year 1 (actual)	\$597,657.85
Year 2 (actual)	\$460,476.60
Year 3	\$738,025
Year 4	\$627,494
Year 5	\$593,074
Aggregate Total	\$3,440,630.85

Any variances from these terms must be approved by the Finance Director. EY shall invoice the City at the end of each month and the City will pay such invoice

within 30 days of receipt of invoice. Fees for actual time incurred are outlined in Exhibit B-Statement of Work, Fees Paragraph.

(a) EY shall submit itemized invoices for all services provided under this Agreement identifying:

- (i) The date of service
- (ii) The contract number
- (ii) The name of person providing the service and a general description of the service provided.
- (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246

The City will exercise reasonable discretion in determining whether EY has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

The City retains E&Y as an independent contractor in accordance with the terms and conditions set forth in this Agreement. Nothing in the Agreement shall be construed to create the relationship of employer and employee between the City and EY. EY and its employees and agents, if any, shall be deemed at all times and for all purposes to be independent contractors.

EY acknowledges and agrees that all payments by the City to EY shall be made without deduction for federal, state, or local income taxes, social security taxes, self-employment taxes and similar items, and that EY shall be solely responsible to report income under this Contract to the Internal Revenue Service and other appropriate taxing authorities, including the City and to pay such taxes. EY further acknowledges and agrees that all payments under this Agreement to EY by the City shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent form).

EY also acknowledges that the City shall not be responsible for paying or providing fringe benefits of any kind, including but not limited to paid leave time, medical, or retirement benefits. The compensation described above shall be the sole consideration paid to EY by the City.

5. **Non-Discrimination:** EY 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 or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.

6. **Ethics:** Pursuant to the Flint City Charter § 1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, EY acknowledges receipt of Flint City Charter §1-602 and agrees that its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are 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, in accordance with Flint City Charter §1-602.
7. **Anti-Lobbying:** EY 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." EY shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, EY agrees to require that language of this assurance be included in the award documents of all sub awards.
8. **Termination:** EY may terminate this Agreement by giving thirty (30) days written notice to the City. In addition, EY may terminate this Agreement, or any particular services, upon thirty (30) days written notice to the City if EY reasonably determines that EY can no longer provide the services in accordance with applicable law or professional regulations including those administered by the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board. EY and the City may mutually agree to EY terminating the agreement at an earlier date in writing. The City, by its City Administrator, may terminate this Agreement at any time and for any reason. Should the City terminate this Agreement, the City shall be financially obligated to EY only for documented, unpaid work performed prior to EY's notification.
9. **Liability:** EY, not the City, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by EY under this

agreement. Nothing in this Agreement should be construed as a waiver of any governmental immunity by the City, its agent or its employees as provided by statute or court decisions.

For all claims arising under this Agreement or otherwise related to the services under this Agreement, regardless of the basis on which the claim is made, EY's liability for direct damages shall be limited to the fees paid to EY for performance hereunder.

EY shall not be liable for incidental, indirect, special, consequential, or punitive damages in connection with claims arising under this Agreement or otherwise related to the services under this Agreement.

EY shall be solely responsible for all of the liabilities and obligations under this Agreement or relating to the services, whether or not performed in whole or part by EY, any other Ernst & Young member firm ("EY Firm") or any of their respective affiliates and personnel.

10. **Indemnification/Insurance:** EY understand and acknowledges that the City has no obligation whatsoever to defend, indemnify, or otherwise hold harmless EY from any claims that may arise out of the performance of EY's duties as specified in this Agreement.

EY agrees to maintain:

- Professional liability insurance in an amount not less than \$2,035,030 per occurrence/\$2,035,030 annual aggregate, covering negligent acts, errors, omissions, or willful misconduct of a professional nature committed or alleged to have been committed by EY in the performance of EY's services set forth herein.

Coverage shall be effective upon the date of the Agreement and shall be maintained during the term of the EY agreement. EY shall provide proof of such insurance, issued by an insurer licensed to do business in the State of Michigan, in a form acceptable to the City. Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the EY under this Contract.

In the occasion of cancellation, material restriction, non-renewal, or lapse of any of the required policies, EY agrees to indemnify and hold harmless the City and all persons entitled to indemnification by the City pursuant to Flint Code of Ord. §35-80, for any and all third party claims against the City based that upon bodily injury, death, or damage to (including loss or destruction of) tangible property that arise out of negligence or intentional misconduct of Contractor, its owners, agents, employees, partners or subcontractors. Should EY fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the

cost that it incurs from the contract price forthwith. This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

11. **Confidentiality:** EY agrees that any information or records provided to EY by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City. The confidentiality and non-disclosure obligations in this Section 8 do not apply, however, to information that (i) is, at the time of disclosure, in the public domain; or (ii) becomes part of the public domain through publications or otherwise without EY breach of this Agreement.

EY may disclose confidential information without prior written consent if disclosure is compelled by court order, investigative demand, subpoena or similar legal process. EY shall provide City advance written notification of any such disclosure requirements unless notification is prohibited under applicable law.

This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

12. **Records Property of City and Intellectual Property:** All documents, information, reports and the like prepared or generated by EY as a result of this contract shall become the sole property of the City of Flint, subject to restrictions on their distribution to third parties and EY's retention of ownership of certain data, modules, leading practices, and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.

13. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

14. **Severability:** The invalidity of any portion of this Agreement shall not invalidate the remainder of the Agreement, unless the elimination of the invalid portions shall substantially defeat the intent and purposes of the parties.

15. **Non-Assignment:** This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

16. **No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the principal E&Y shall be, nor shall any of them be deemed to be, third-party beneficiaries of this agreement, but each such person shall be deemed to have agreed (a) that they shall look to the principal EY as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal EY and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have

waived in writing all rights to seek redress from the City under any circumstances whatsoever.

17. **Standards of Performance:** EY agrees to perform all work in a professional and workmanlike manner and in accordance with professional standards that apply to EY in its performance of services. The City is relying upon the professional reputation, experience, and ability of EY. EY agrees that all of the obligations required by the EY under this Agreement shall be performed by EY or by others utilized, subcontracted by EY and working under EY's direction and control. The continued effectiveness of EY during its term or any renewal term shall be contingent upon EY meeting the performance standards described herein.
18. **Time of Performance:** EY's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
19. **Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
20. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may be continue.
21. **COVID-19 Policies and Training:** Contractor acknowledges that the Country is in the middle of a COVID-19 pandemic and agrees that Contractor, its staff and its subcontractors will comply with Federal, State of Michigan Executive Orders, Michigan Department of Health and Human Services Epidemic Orders, Local guidance, CDC, OSHA, MIOSHA and other regulatory guidelines to mitigate risk and exposure to COVID-19. Contractor also agrees that Contractor, its staff and subcontractors if any, shall abide by City of Flint COVID-19 policies and procedures currently in existence, modified or that may be created, including but not limited daily temperature checks, social distancing, mitigation and disinfected measures and agree to participate in any trainings as required by the City of Flint. Contractor, its staff and its subcontractors agree that failure to comply with this provision shall constitute a substantial and material breach of this contract. Such

a breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

22. Good Standing: EY must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

23. Disallowing Business Transaction with EY if involved in pending litigation or litigation within the past five (5) years. It is hereby established that the City may not enter into a contract with any EY, company and/or subsidiary that is or has been within the past five (5) years, involved in a lawsuit with the City of Flint. All existing agreements and the like that fall within the parameters of the prohibitions will be cancelled.

24. Integration: This Agreement contains all of the terms and conditions of the agreement between the Parties. No amendments or modification to this Agreement will be valid unless in writing and signed by both parties. The Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

25. Dispute Resolution: Claims by City or EY seeking solely injunctive relief shall be brought in a court of competent jurisdiction located in the State of Michigan. All other claims seeking remedies other than injunctive relief shall be resolved through mediation and (if necessary) arbitration in accordance with the Dispute Resolution Procedures set forth in Exhibit A.

26. EY Grants Accelerator: EY will leverage its proprietary EY Grants Accelerator (EYGA) in performance of the services under this Agreement. Terms and conditions applicable to EYGA including City access to and use of the tool are incorporated in Exhibit C (EYGA Terms and Conditions).

27. Whole Agreement: This written agreement and any documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By: _____
Sheldon A. Neeley, Mayor

Clyde D. Edwards, City Administrator

By: _____

Ernst & Young, LLP

APPROVED AS TO FORM:

William Kim, Chief Legal Officer

Exhibit A – Dispute Resolution Procedures

Mediation

Exhibit A – Dispute Resolution Procedures

Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties within 90 days from the date the party knows or should have known the facts giving rise to the claim, dispute or question. A party's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question, if the party being provided with notice of mediation after 90 days reasonably determines that the non-compliance materially prejudices it.

The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration.

Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal

Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential subject to the laws of the State of Michigan including but not limited to the Michigan Freedom of Information Act. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements, or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

The aforementioned shall survive the expiration or termination of this Agreement in perpetuity.

Exhibit C (EYGA Terms and Conditions)

Part A: Application Description

1. Application provided "As Is"

The EY Grants Accelerator (the "**Application**") is a lightweight grants management solution built upon Microsoft's Power Platform. Featuring end to end grants management functionality, the Application allows for the application, evaluation, administration, and monitoring for both public and private grants.

2. Application provided "As Is". Except as may be otherwise expressly provided in this Application Information, the Application is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind. All warranties (including but not limited to implied warranties of merchantability and fitness for a particular purpose or use), terms, conditions and undertakings, whether express or implied by common law, statute, course of dealing or otherwise in relation to the Application and Client's use thereof are excluded to the fullest extent permitted by law. **Terms of Use**

Access to and use of the Application is provided in accordance with the EY Software as a Service Terms of Use which forms Part B of this Application Information.

3. Authorized Users

Client shall be solely responsible for the persons (the "**Authorized Users**") who are to be authorized to utilize the Application on Client's behalf. Authorized User volume is solely at the discretion of Client.

4. Concurrent Use

The Application is set up to perform optimally for up to number of concurrent Authorized Users as defined in the Statement of Work. To the extent that additional Authorized Users are required to concurrently utilize the Application, overall speed and responsiveness may decrease. The Application can be set up to accommodate more concurrent users without a drop-off in performance; however, this would result in an increase in pricing to reflect the additional costs to EY. For any related questions, Client should reach out to its EY contact person.

5. Support Services

EY will provide, at no additional cost, general support services ("**Support Services**") for the Application at the support levels set out below:

- a. EY will provide planned Application updates twice per year to make available additional Application features and enhancements;
- b. EY will provide support to assist in the remediation of any defect that may arise from Application updates provided the Client meets the Terms of Use requirements as defined in Part B of this Application Information.

Client will provide EY with a list of qualified individuals who are authorized to make requests for Support Services. These individuals may make these requests by contacting EY via the processes defined within the Statement of Work.

Requests for Support Services shall include a documented example of the reported error. Where requested by EY, Client will also provide EY with a listing of output or any other data which EY requires to reproduce operating conditions similar to those present when any defect or error in the Application was identified.

6. Client Responsibilities

Client shall be responsible for determining whether the use of the Application is appropriate for the Client's purposes. In addition, in its use of the Application, Client will:

- a. provide EY access to Client designated personnel whose participation is necessary to enable the successful use of the Application;
- b. provide EY with an email address at which Client will receive written correspondence from EY;
- c. define and implement processes and protocols that pertain to effective use of the Application as well as any relevant tasks and processes in managing internal security (including virus protection), access rights and back-ups;
- d. provide support to Authorized Users in relation to how to use the Application. Questions that cannot be answered may be referred to EY using the support mechanism outlined in this Agreement;
- e. comply with all applicable laws, rules, and regulations as it pertains to its use of the Application, and the employment, contracting, resourcing, hiring and management of Client's personnel, contractors, and other resources, including but not limited to any applicable laws related to employment, and data privacy. It is the responsibility of Client to make sure that Client's access and use of the Application complies with all laws applicable to Client and its business, in any jurisdiction in which it uses or access the Application. As such, EY makes no commitment that Client's access and use of the Application complies with any laws, rules, regulations, ordinances, compacts, judgements, agreements, or otherwise, which are applicable to Client;
- f. obtain and maintain all necessary hardware, software licenses, consents and permissions required to receive EY's delivery of the services pursuant to this Agreement and to ensure that the Client's network and systems comply with the relevant specifications provided by EY from time to time;
- g. implement appropriate processes, systems and procedures to protect itself from viruses or other harmful components.

7. Changes to the Application

EY may make changes to the Application for any reason at any time provided that EY shall provide Client follow up notice of any material change in functionality. Application updates are planned bi-annually and communicated 90 days ahead of planned availability. Client will have 30 days to deploy and evaluate the updated Application. Client is responsible for deploying

updated Application to all environments within 30 days of delivery unless mutually agreed with EY.

8. Return of User Content

Upon termination of the Client's right to use and access the Application, EY will make the User Content (as defined in the Terms of Use) residing in the Application available to Client for extraction or copying for a period of 60 days following such termination.

Part B: EYGA SOFTWARE AS A SERVICE TERMS OF USE (“TERMS OF USE”)

These Software as a Service Terms of Use (“**SaaS TOU**”) for the Application(s) set forth on the Order Form (the “**Order Form**”) to which these SaaS TOU are attached or incorporated by reference (the “**Application**”) is between Ernst & Young LLP (“**EY**”) and the City of Flint set forth on such Order Form (“**Client**”) These SaaS TOU together with the Order Form are hereinafter referred to as this “**Agreement**”.

1. Subject of these SaaS TOU, Use and Access

- 1.1 The subject of these SaaS TOU are the terms and conditions under which EY will permit Client to access and use the Application. If there is any inconsistency between provisions in different parts of the Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the SaaS TOU, and any Appendices or Exhibits thereto; (b) the applicable Order Form, and any Appendices or Exhibits thereto; and (c) any other exhibits, appendices, or other documents, in each case, that are explicitly incorporated into the Agreement by reference.
- 1.2 Depending on the method by which the Application is made available to the Authorized Users, the Application (including any corresponding access pages, portals, or websites) may prompt the Authorized Users to review, accept, or reject certain use terms prior to using the Application (“**Online Access Terms**”). With respect to Authorized Users access and use of the Application, any term of the Online Access Terms shall only apply to the extent it is not in conflict with this Agreement, including these SaaS TOU.
- 1.3 EY may allocate to Client, and/or Authorized Users, or Client and/or Authorized Users may be invited to create, usernames, passwords, identification codes, tokens or other identifiers as part of the security processes that apply to the Application (“**Login Credentials**”). Client, and/or Authorized Users, may need to enter their Login Credentials each time they wish to access or use any part of the Application. Client and/or the Authorized Users shall:
 - (a) keep their Login Credentials confidential;
 - (b) not permit any other personnel of Client or any third party to use the Login Credentials;
 - (c) use adequate security procedures to ensure the security of their Login Credentials to prevent unauthorized access to or unauthorized use of the Application; and
 - (d) promptly notify EY if they become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or unauthorized use of their Login Credentials or any other breach of security in relation to their account.
- 1.4 If EY suspects that unauthorized persons are using Client’s or an Authorized User’s Login Credentials, EY may, with or without prior notice, suspend such access to and use of the Application.
- 1.5 Client assumes full responsibility for any and all use, unauthorized use and/or misuse of the Application by any person (including Authorized Users) using Login Credentials.

1.6 EY shall not be responsible for any failure or delay in the performance or availability of the Application, to the extent caused by an act of war, unrest, strike, pandemic, act of God, electrical, internet, or communication outage, or any other events or circumstances beyond the reasonable control of EY.

1.7 Client's use of the Application

1.7.1 Subject to Client's compliance with all terms of the Agreement, EY grants Client a non-exclusive, non-transferable, revocable right to access and use the Application, during the Term, in accordance with the Agreement and solely for the Client's own business purposes as described in the Agreement ("**Permitted Business Purposes**").

1.7.2 Client may not use, sub-license, grant use rights, or otherwise exploit the Application for any purpose except for Permitted Business Purposes.

1.7.3 Client and its Authorized Users shall not:

- (a) use the Application, access, or permit access to the Application for any fraudulent or unlawful purpose or to impersonate any person or entity, or to falsely state or otherwise misrepresent Client's affiliation with any person or entity;
- (b) interfere with or disrupt the operation of the Application or access to it;
- (c) transmit or otherwise make available in connection with the Application or access to it; any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- (d) restrict or inhibit the ability of any other person to access or use the Application where that other person has been authorized by EY to access or use the Application;
- (e) modify, adapt, translate or create derivative works of any portion of the Application;
- (f) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Application;
- (g) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather data from the Application or circumvent the navigational structure or presentation of the Application, except that search engines that are publicly available on the internet may copy materials from the Application solely for the purpose of creating publicly available searchable indices of the Application (but not caches or archives). EY reserves the right to revoke the foregoing right in respect of any search engine at any time;
- (h) attempt to circumvent any security features or access control features on or of the Application;
- (i) use the Application to send unsolicited email or unsolicited instant messages or for file-sharing purposes;

- (j) decompile or reverse engineer or otherwise attempt to derive source code for any part of the Application except to the extent that applicable law allows Client to do so without EY's consent, and then only for the limited purpose, and to the extent, allowed by applicable law and provided that Client does not disclose or communicate such source code to any other person; or
 - (k) frame, link or deep-link the Application.
- 1.7.4 Client may not provide access to the Application to anyone other than Authorized Users. Client is responsible for Authorized Users' compliance with the terms of this Agreement.
- 1.7.5 Client shall not, indirectly or directly, enable the access or use of the Application, its functionality or outputs, by any individual or entity, or in any jurisdiction or country, where such access or use would be prohibited by any US, EU or other law, regulation, or rule. EY may refuse to provide or allow access to the Application if EY reasonably believes it could violate any applicable law or regulation.
- 1.7.6 EY may make changes to the Application for any reason at any time provided that EY shall provide Client notice of any material change in functionality. If: (i) EY changes any part of the Application that removes material functionality, Client may, at any point within 30 days of EY's notice of such change, unilaterally end the Term with immediate effect by written notice to EY; or (ii) if EY sunsets or otherwise ceases to provide the Application in the market, including to Client, thus terminating the Agreement; Client shall be entitled to a pro-rata refund of any fees that Client has pre-paid for the Application in respect of the time period beyond the date of such termination. Such termination and refund are Client's sole remedy, and EY's sole liability, for any such termination, changes to the provision of the Application or changes to the Application.

1.8 User Content

- 1.8.1 EY may provide functionality on or through the Application that allows Client and Authorized Users to post or upload content and/or materials onto the Application and to transmit content or materials by means of the Application ("**User Content**").
- 1.8.2 EY and any other EY Firm may, in accordance with applicable law and EY's professional obligations, retain and use the User Content and statistical information related to the performance and use of the Application, together with any data derived from such information, to keep the Application updated and secure, and to make improvements and enhancements to the Application or other products and services. The previous sentence shall not permit the external use of User Content in a way that identifies Client.
- 1.8.3 Client (including Authorized Users) shall not upload, post, otherwise transmit or provide access through the Application to content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene,

invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

- 1.8.4 EY reserves the right to remove, disable access to or edit User Content if EY reasonably believes that User Content may infringe the intellectual property or other rights of any person or does not comply with the Agreement. Client shall only post, upload, make available, and transmit User Content if it has the authority to do so.

1.9 Links to third party sites and content

- 1.9.1 If the Application includes links or access to third party websites or services; such links and access are provided for Client's convenience only and do not signify that EY endorses such third-party websites or services. Accordingly, and notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that:
- (a) EY is not responsible for such websites or services, including but not limited to the terms on which they are made available and their privacy policies, and EY does not control or have any responsibility for their content, functionality or availability;
 - (b) EY makes no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites or services; and
 - (c) if Client access any such websites or services, Client does so entirely at its own risk.
- 1.9.2 If the Application permits users to submit questions, comments, suggestions and the like for use by other users of the Application, EY assumes no responsibility for the content or accuracy of any such submissions, nor for any recommendations or opinions that may be expressed therein, nor for the suitability or applicability to a particular user of any such submissions.

2. Intellectual property

- 2.1 Except with respect to any User Content, as between EY and Client, EY shall own all intellectual property rights in the Application.
- 2.2 To the fullest extent permitted by applicable law and EY's professional obligations, EY will indemnify and hold harmless Client against all liabilities, losses, damages, costs and expenses that are finally awarded by an arbitrator or court of competent jurisdiction, or included in a settlement entered into in accordance with the procedures set forth in this Section 2.2, due to third party claims alleging that the Application, as provided by EY, infringes a third party's patent, copyright, or similar intellectual property right enforceable in the applicable jurisdiction where the Application is made available by EY, or misappropriates a third party's trade secret, provided that Client: (i) promptly notifies EY of such a claim; (ii) allows EY to control the defense and/or settlement of such claim; and (iii) provides EY with reasonable assistance in defending such claim, upon request from EY. EY's indemnification obligations in this Section 2.2 shall not be applicable to the extent such claim is due to: (i) Client's modification of the Application, (ii) Client's noncompliance

with EY's specifications for the Application or obligations in the Agreement, (iii) Client's use of the Application with software or other items not provided or specified by EY; or (iv) Client's direction or specifications to EY. In the event of such a claim (or where EY believes such a claim is reasonably likely to occur), EY may, at its option, do any of the following: (A) modify the Application to be non-infringing; (B) obtain the applicable rights to allow Client to continue to use the Application; (C) replace or modify the Application with a functionally equivalent feature or Application that is not infringing; or (D) if none of the foregoing is reasonably available, require that Client cease using the Application or affected feature and provide an equitable pro-rata refund of any amounts the Client has pre-paid for use of the Application or such feature that it may no longer use. This Section 2.2 states Client's sole remedy and EY's exclusive obligation in the event of a third-party claim alleging that the Application infringes its applicable intellectual property rights. The foregoing indemnification obligations shall not be subject to any limitation of liability set forth in the Agreement.

- 2.3 **Feedback.** If Client or any of its personnel or contractors provides EY any suggestions or recommendations about changes to the Application, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), EY is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to EY on Client's behalf, and on behalf of its personnel, contractors and/or agents, all right, title, and interest in, and EY is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although EY is not required to use any Feedback. EY shall not externally disclose the Feedback in non-anonymized form or use the Feedback in a way that identifies Client.

3. Term

Unless terminated earlier in accordance with this Agreement, the term of this Agreement shall be from the date of Client's signature hereto ("Effective Date") and extend for the period set forth on the Order Form the ("Term"). The initial setup of the Application, and when Client may begin to use and access the Application may be further described in the Application Information.

4. Warranty

Notwithstanding any other provision herein, EY warrants that after the completion of any initial set up of the Application, the Application will materially perform and provide the features described in the Order Form during the Term. If the Application does not materially perform or provide such features, Client must promptly provide EY with written notice that describes such deficiency in the Application. If after investigation, EY determines that the failure of the Application to perform and provide such features is solely due to a defect in the Application, EY shall attempt to correct such defect in the Application. If EY is unable to correct such defect, EY will provide a pro rata refund of any

prepaid Fees. This shall be Client's sole and exclusive remedy as it relates to any warranty, express or implied, underneath this Agreement.

5. Termination

EY may immediately terminate this Agreement, suspend or restrict Client's and/or one or more Authorized User's access to all or any part of the Application if:

- (a) Client or an Authorized User fails to comply with the terms of this Agreement; or
- (b) Client fails to pay when due, any sums payable by Client in accordance with this Agreement; or
- (c) Client ceases or threatens to cease to carry on business, is unable to pay its debts as they fall due, have an administrator, receiver, administrative receiver or manager appointed over the whole or any part of Client's assets, enter into any agreement with creditors generally, or have an order made or resolution passed for Client to be wound up (unless as part of any scheme for solvent amalgamation or solvent reconstruction); or
- (d) EY reasonably determines that it can no longer provide Client with access or use of the Application in accordance with applicable law or its professional obligations.

5.2 1. terminate these SaaS TOU, or to grant any waiver under or in connection with these SaaS TOU.

5.3 Intentionally Removed. Any provisions of this Agreement that by their nature are intended to survive termination, shall survive termination or expiry of this Agreement.

6. Confidentiality

7. EY agrees that any information or records provided to EY by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City. The confidentiality and non-disclosure obligations in this section do not apply, however, to information that (i) is, at the time of disclosure, in the public domain; or (ii) becomes part of the public domain through publications or otherwise without EY breach of this Agreement.

8. EY may disclose confidential information without prior written consent if disclosure is compelled by court order, investigative demand, subpoena or similar legal process. EY shall provide City advance written notification of any such disclosure requirements unless notification is prohibited under applicable law.

This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

9. Intentionally Removed.

10. Third party rights

11. Provisions of these Terms of Use or the Agreement that by their nature may benefit other EY Firms and/or any member, shareholder, director, officer, partner, principal, employee

or subcontractor of EY or any other EY Firm, are intended for the benefit of EY, other EY Firms and such persons listed above, who shall be entitled to rely upon and enforce those provisions. Otherwise, a person who is not a party to these SaaS TOU may not rely upon or enforce any terms of these SaaS TOU and shall have no third-party rights under these Terms of Use.

12. The consent of any person who is not a party is not required to rescind, vary, suspend, enforce or terminate these SaaS TOU, or to grant any waiver under or in connection with these SaaS TOU.

13. **Intentionally Removed.**

14. **Intentionally Removed.**

15. **Data Processing**

15.1 In these Terms of Use, **Data Protection Law** refers to: (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "**Regulation**"), and (b) all laws, rules, regulations, or implementing legislation related to the processing of Personal Data in the country where the Application is accessed. The terms "**Controller**", "**Processor**", "**Processing**", "**Data Subjects**", "**special categories of Personal Data**", "**Personal Data Breach**" and "**Supervisory Authority**" have the respective meanings as defined in the Regulation. In addition, "**Personal Data**" means any information that is defined as "personally identifiable information," "personal information," "personal data," or other similar term under applicable Data Protection Law and shall include information (regardless of the medium in which it is contained), whether alone or in combination with other available information, that directly or indirectly identifies a Data Subject, but is limited in each case to any such Personal Data that is Processed by EY with respect to Client's access to and use of the Application.

15.2 EY and the Client shall comply with applicable Data Protection Law. With respect to the Personal Data Processed by EY in the Application, Client acts as the Controller (or similar status under applicable Data Protection Law that determines the purposes and means of Processing) and EY acts as the Processor (or similar status under applicable Data Protection Law that acts on behalf of the Controller or similar status). Before providing Personal Data to EY or giving EY instructions to access and further Process the Personal Data, the Client as the Controller (or similar status), shall ascertain that such Processing is legitimate pursuant to Article 6 of the Regulation (or other applicable Data Protection Law).

15.3 EY shall keep confidential the Personal Data that it processes on behalf of the Client and shall provide that anyone acting under its authority keeps Personal Data confidential, unless it is required by applicable law, professional regulation or governmental directive to disclose such Personal Data. It shall Process such Personal Data only on the documented instructions of the Client, unless it is required to Process Personal Data under applicable law, professional regulation or governmental directive. In that case, EY shall inform the Client of that legal requirement before Processing the Personal Data, unless applicable law, professional regulation or governmental directive prohibits such notice. If EY incurs additional costs as a consequence of the Client changing already provided instructions or

introducing additional instructions, the Client shall reasonable remunerate EY for such cost increases. To the extent required by applicable Data Protection Law, EY will not retain, use or disclose Personal Data for any purpose other than for the specific purpose set out in the Agreement, or as otherwise permitted by applicable law or regulation.

- 15.4 EY shall inform the Client if it believes an instruction constitutes an infringement of applicable law or regulations, including Data Protection Law.
- 15.5 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing of Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, EY shall implement technical and organizational measures designed to ensure a level of security appropriate to the risk. The measures will also be aimed at preventing the unnecessary collection and further Processing of Personal Data. EY shall periodically evaluate and strengthen, supplement or improve the measures it has implemented insofar as requirements or technological developments prompt it to do so.
- 15.6 EY shall give the Client the opportunity periodically to check compliance with these provisions and the statutory provisions applicable to the Processing of Personal Data. The checks may be carried out on behalf of the Client by an external independent auditor unless that auditor is a direct competitor of EY at the Client's expense and upon not less than sixty (60) days' prior written notice. That periodic check shall be limited to EY's answering questions put by the Client (a maximum of once a year) during normal business hours about EY's compliance with applicable Data Protection Law and, where necessary, the Client's being allowed to interview an EY IT employee or EY IT employees at an EY premise.
- 15.7 Having regard to EY's duty of confidentiality towards other clients, the Client accepts and acknowledges that EY shall not allow the Client or an auditor mandated by the Client to access its IT systems and/or its IT infrastructure.
- 15.8 EY shall inform the Client:
 - (a) of any Personal Data Breach that must be notified pursuant to Articles 33 and 34 of the Regulation. EY shall inform the Client without undue delay and to the extent reasonably possible, within 72 hours after becoming aware of the Personal Data Breach;
 - (b) of complaints directed towards EY from Data Subjects whose Personal Data are being Processed by EY;
 - (c) of requests regarding the exercise of data protection rights from Data Subjects whose Personal Data are being Processed by EY regarding the exercise of their data protection rights under the Regulation or other applicable Data Protection Law;
 - (d) of a request for audit by a Supervisory Authority or other competent authority where such is permitted pursuant to the applicable law and regulations.
- 15.9 EY shall provide the Client with reasonable assistance requested by the Client at the Client's expense in connection with a request from, or audit by, a Supervisory Authority or

other competent authority, or in connection with a request or complaint from Data Subjects whose Personal Data are being Processed by EY. EY shall also assist the Client in complying with applicable Data Protection Law that may require the Client to conduct data protection impact assessments and to consult with Supervisory Authorities.

- 15.10 EY shall not outsource the Processing of Personal Data in whole or in part to a subcontractor without the prior written authorization of the Client. The Client shall be entitled to refuse such authorization without giving a reason or to make its authorization subject to further conditions. EY's subcontractor must also, as a minimum, comply with contractual provisions similar to this Agreement. In case the subcontractor fails to fulfil its data protection obligations under such contract with EY, EY will remain fully liable towards the Client for the performance of the subcontractor's obligations. By signing this Agreement, the Client authorizes EY to engage other EY Firms and any member, shareholder, director, officer, partner, principal, employee or subcontractor of EY or any other EY Firm in the Processing of Personal Data.
- 15.11 EY may Process Personal Data in countries outside the European Economic Area ("EEA") provided that EY complies with the provisions of Chapter V of the Regulation ("Transfers of personal data to third countries or international organizations").
- 15.12 EY has implemented Processor Binding Corporate Rules ("BCRs") for transfers between the various EY Firms. They are published on its website: www.ey.com/bcr. The Client agrees and accepts that Personal Data Processed by EY pursuant to this Agreement may be transferred outside of the EEA on the basis of the BCRs. The Client agrees that it is responsible to inform Data Subjects about the existence of processors based outside of the EU and to provide a link to EY's BCRs and this Agreement (without any sensitive/confidential information) as well that if in case a transfer involves special categories of Personal Data, Data Subjects have been informed or will be informed before such transfer takes place.
- 15.13 The duration of the Processing will be governed by the Agreement. After the end of the provision of services relating to Processing, EY shall, at the choice of the Client, delete or return all Personal Data to the Client and delete all copies unless EY has a statutory or professional duty to store the Personal Data beyond termination of the Agreement. The Parties acknowledge that EY may keep data retained for back-up purposes which EY may keep pursuant to its document retention and business continuity policies, provided that the security and confidentiality provisions as included in this Agreement continue to apply to them.
- 15.14 For the avoidance of doubt, nothing herein shall be deemed to prohibit EY, acting as a Controller (or similar status) from Processing Personal Data for certain internal processes, such as safeguarding compliance with regulatory and legal obligations to which EY is subject, conflict checking, risk management and quality reviews and EY's internal financial accounting, information technology and other administrative support services.

16. IT Security and Application Infrastructure

- 16.1 In its provision of the Application to Client, EY shall take steps and security precautions in accordance with commercially reasonable industry standards to minimize the risk of

unauthorized access to, or sabotage of, the User Content and Personal Data in the Application.

- 16.2 EY shall develop, administer and maintain policies that protect EY's information systems from loss, damage, unauthorized disclosure or disruption of business, which includes the physical protection and logical segmentation of information systems including any User Content and Personal Data.
- 16.3 EY shall institute physical and environmental controls and safeguards, designed to preserve the integrity and availability of the Application and the User Content/Personal Data contained thereon, whether they are in use at EY facilities, client sites or third-party locations. EY shall provide measures for maintaining the supporting infrastructure of information and information systems, including the physical protection of any EY equipment associated with the Application.
- 16.4 EY shall define a set of processes and procedures for the management of the communications network systems and information processing facilities used to provide the Application, including:
- (a) Change management;
 - (b) Third-party service delivery management;
 - (c) System planning and acceptance;
 - (d) Protection against malicious code;
 - (e) Regular backup of information and software;
 - (f) Network security management including secure remote access, intrusion detection, network protocol and perimeter protection, countermeasures designed to detect unauthorized activity, storage and handling of digital media;
 - (g) Exchange of information via mutually agreed methods and appropriate use of encryption;
 - (h) Monitoring and audit logging;
 - (i) Decommissioning of information systems;
 - (j) Capacity management of business-critical systems and components;
 - (k) Development and pre-production environments; and
 - (l) Procedures for management, handling and storage of media.
- 16.5 EY shall implement procedures designed to control access to information systems and User Content/Personal Data, including providing user identification and access controls. EY shall seek to limit access to the User Content/Personal Data to authorized users, who require such access based upon business requirements.

- 16.6 With regard to the specification, acquisition, development and maintenance of information systems, including both those procured from external vendors and those internally produced, EY shall determine the confidentiality, integrity and availability requirements, and continue to review these against an enduring risk profile through the usage lifecycle. EY shall define and maintain principles for the appropriate security aspects of any Application development lifecycle. EY shall implement procedures and methods designed to identify and evaluate notified technical vulnerabilities and threats and shall deploy a patch and vulnerability management policy designed to remediate EY's information systems where necessary.
- 16.7 EY shall prepare and maintain an incident response plan and program containing procedures and directions to follow in the event of an incident related to the security of EY's computer infrastructure, documenting the necessary steps and channels of communication to be followed. EY directions shall incorporate procedures for notifying EY's clients, and other necessary stakeholders, promptly if any security incident is determined to have caused a security breach involving Personal Data.
- 16.8 EY shall develop and maintain business continuity impact analyses and disaster recovery plans, designed to maintain EY's provision of the Application with minimal interruption. Each plan shall detail measures to support the restoration of the Application, to resume operations as soon as practicable after an emergency. EY shall conduct periodic testing on the firm's most critical business applications, designed to provide assurance that they are readily available in the event of a declared disaster. EY shall take backups offsite, to support the recoverability of EY systems in the event of a disaster.
- 16.9 EY information systems shall comply with security requirements and policies, applicable laws and regulatory requirements regulating EY as a provider of the Application.
- 16.10 Client acknowledges that the Application is provided using a shared infrastructure environment, locations, and support model, using shared or standardized platforms, technical configurations, access protocols, procedures, personnel and resources ("Application Infrastructure"). As such, and notwithstanding anything to the contrary in the Agreement, as it relates to the Application Infrastructure, as between EY and Client; EY shall have sole authority to decide and control the methods used to operate the Application Infrastructure. To the extent that EY uses any third parties to provide the Application Infrastructure or otherwise support the Application, EY shall be responsible for such third parties to the same extent as EY hereunder.

17. Disclaimers

- 17.1 EY does not engage in the practice of law through the Application, and functionality provided through the Application does not constitute legal advice; Client may not consider any information provided to it through the Application as legal advice or as a substitute for legal advice.
- 17.2 EY does not provide any assurance that its processes associated with the Application are sufficient to preserve any accountant-client, attorney-client, work product, or any other applicable privilege or protection that Client (whether in Client's role as a client, as a professional, as a lawyer, or otherwise) or any third person may have or be obligated to maintain, or that may otherwise apply to the questions and information Client submits.

Client is solely responsible for determining whether its use of the Application could be deemed to waive or impair in any manner any applicable privilege or protection.



CITY OF FLINT

240125

RESOLUTION NO.: _____

PRESENTED: 4-03-2024

ADOPTED: _____

RESOLUTION TO SET PUBLIC HEARING FOR THE RECOMMENDATION TO VACATE OF TWO EASEMENTS UNDER 2201 INDUSTRIAL BLVD IN SUPPORT OF ASHLEY CAPITAL'S REDEVELOPMENT OF BUICK CITY

BY THE CITY ADMINISTRATOR:

The City of Flint desires to provide due notice to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to vacate two 60 foot-wide underground easements under 2201 Industrial Blvd. ("Building 1 of Flint Commerce Center") in support of Ashley Capital's redevelopment of Buick City.

Pursuant to the requirements of section 42-25 of the Flint City Code, a public hearing is required so that members of the Flint City Council may meet and hear objections to the Pursuant to the proposed easement vacation and discontinuance of the above described easement.

IT IS RESOLVED, that a public hearing to consider the approval of the vacation of the two easements identified as "TE 13 - L 2194 P 686 - CITY OF FLINT RESERVED EASEMENT FOR PUBLIC UTILITIES & OWNERS OF FACILITIES INSTALLED AS OF 1984-5-14" shall be held on the _____ day of _____, 2024 at 5:30 p.m., in the City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw St., Flint, Michigan.

IT IS FURTHER RESOLVED, that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE

William Kim (Mar 22, 2024 19:43 CDT)

Phillip Moore (Mar 22, 2024 15:27 EDT)

William Kim, City Attorney

Phillip Moore, Chief Financial Officer

ADMINISTRATION:

CITY COUNCIL:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 24, 2024 16:44 EDT)

Flint City Council

Clyde Edwards, City Administrator



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: *March 20, 2024*

BID/PROPOSAL# *n/a*

AGENDA ITEM TITLE: RESOLUTION TO SET PUBLIC HEARING FOR THE RECOMMENDATION TO VACATE OF TWO EASEMENTS UNDER 2201 INDUSTRIAL BLVD IN SUPPORT OF ASHLEY CAPITAL'S REDEVELOPMENT OF BUICK CITY

PREPARED BY *Emily Doerr, Director - Department of Business and Community Services (formerly known as Planning and Development)*

VENDOR NAME: *n/a*


BACKGROUND/SUMMARY OF PROPOSED ACTION:

This resolution is for City Council to set a public hearing regarding the resolution recommending vacation of two underground easements under 2201 Industrial Blvd ("Building 1 of Flint Commerce Center") in support of Ashley Capital's Redevelopment of Buick City.

FINANCIAL IMPLICATIONS: *N/A*

OTHER IMPLICATIONS (i.e., collective bargaining): *n/a*

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

DEPARTMENT HEAD SIGNATURE: 
Emily Doerr (Mar 20 2024 15:15 EDT)
Emily Doerr, Department of Business and Community Services

230466.2



RESOLUTION NO.: _____

PRESENTED: 4-08-2024

ADOPTED: _____

RESOLUTION ADOPTING 2024 REVISIONS TO COUNCIL RULES

Section 3-103(B) of the Flint City Charter provides that “[t]he City Council shall determine its own rules of procedure, may compel attendance of members, and may punish its own members for misconduct.”

Pursuant to Section 1-801 of the Flint City Charter, a public hearing regarding proposed rules to the Rules Governing Meetings of the Flint City Council was held on April 8, 2024.

BE IT RESOLVED, that the Flint City Council adopts the attached Rules Governing Meetings of the Flint City Council, as amended below, to be effective upon being made publicly available at the City Clerk’s office and/or on the City’s website.

The following amendments to the proposed revisions were offered and adopted by the Flint City Council on April 8, 2024:

FOR THE CITY COUNCIL:

APPROVED AS TO FORM:

William Y. Kim, City Attorney



240128

RESOLUTION NO.: _____

PRESENTED: 4-08-2024

ADOPTED: _____

**RESOLUTION ADOPTING DESIGNATED VIDEOGRAPHY AREA
IN CITY COUNCIL CHAMBERS (FREE-STANDING CAMERA STANDS)**

Section 3(1) of the Open Meetings Act, MCL 15.263(1), provides that a “public body may establish reasonable rules and regulations in order to minimize the possibility of disrupting the meeting.”

The increased use of tripods and other camera stands, to facilitate video recording of meetings of the City Council and its Committees, creates potential disruptions by obstructing the view of Councilmembers and the audience, blocking physical access by occupying aisles and rows, and creating trip hazards resulting from unsecured power cords running across aisles and walkways.

IT IS RESOLVED that, to minimize the possibility of disrupting the meetings of the City Council or its Committees, all use of free-standing camera stands, including but not limited to tripods, camera stands, and other physical devices used to support or elevate cameras, cell phones, or other video recording devices, is restricted to an area to be designated by City Clerk in the northeast corner of the City Council chambers during those meetings. Persons in violation of this resolution will be deemed to be acting in a disorderly fashion and shall be ordered to leave the meeting, and any unattended video equipment shall be deemed abandoned.

IT IS FURTHER RESOLVED that the City Clerk shall post copies of this resolution at the entrance to the City Council chambers.

FOR THE CITY COUNCIL:

APPROVED AS TO FORM:

William Y. Kim, City Attorney

240107



RESOLUTION NO.: _____

PRESENTED: 3-20-2024

ADOPTED: _____

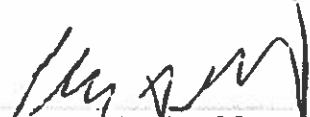
RESOLUTION APPROVING APPOINTMENT OF TOM HUTCHINSON TO THE BUILDING CODE BOARD OF APPEALS

Mayor Sheldon A. Neeley appoints Tom Hutchinson, of 1851 Brookside Dr, Flint MI 48503, to the Building Code Board of Appeals, to serve a three year term commencing on March 2, 2024, and ending on March 1, 2027.

BE IT RESOLVED that the Flint City Council approves the appointment of Tom Hutchinson, of 1851 Brookside Dr, Flint MI 48503, to the Building Code Board of Appeals, to serve a three year term commencing on March 2, 2024, and ending on March 1, 2027.

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:


Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:


William Kim (Feb 2 2024 09:13 EST)

William Kim, City Attorney

**THOMAS MURRAY
HUTCHISON II**

1851 Brookside Drive
Flint, MI 48503
810.835.8393 // director@geneseehabitat.org

WORK EXPERIENCE

HABITAT FOR HUMANITY // 2020- CURRENT

Executive Director

Running day to day operations, grant reporting/management, human resources, project management, grant writing/reporting, budgeting, reporting to board of directors and committees

HABITAT FOR HUMANITY // 2015- 2020

Home Repair Program Manager

Running day to day operations, grant reporting/management, spec writing, project management, grant writing/reporting, budgeting

GREAT LAKES RESTORATIONS // 2014-2015

Restoration Carpenter

Read plans/instructions, finish carpentry, repair/replace patios, decks, doors cabinets, kitchen and bath remodels, appliances and light electric

HABITAT FOR HUMANITY // 2013-2014

Construction Liaison - Americorps

Assist with all aspects of construction in rehabs and new builds, develop volunteer trainings, and lead groups in building

OXYGEN LIGHTWORKS // 2011-2014

Freelance Production Supervisor

Coordinate and supervise large multi-media events, design/installation/operation of the: lighting, sound, video, rent and track equipment for specific jobs, develop and implement training workshops

OXO // 2009-2011

Production Designer

Design two annual catalogs for SoftWorks and GoodGrips products, email blasts, and retouch photographs

RALPH APPELBAUM ASSOCIATES // 2006

Freelance Graphic Designer

Worked with team to design galleries and exhibitions for the Newseum in Washington D.C.

FROST LIGHTING AND PRODUCTION NEW YORK // 2001-2005

Lighting Designer, Technician, Installation Foreman

Design, implement and operate large scale events using intelligent lighting and video, assist managing the operations of a multi-million dollar lighting and video department, budgeting, specification writing, technical maintenance, supervise large crews, write training manuals ordering and tracking of high volumes of equipment

EDUCATION

UNIVERSITY OF FLORIDA / Master of Fine Arts in Electronic-Media
WESTERN MICHIGAN UNIVERSITY / Bachelor of Fine Arts in Photography

SPECIAL SKILLS

Dynamic leadership, creative problem solving, writing, administration, and reporting of federal & private grants, time management, staff training and management, program building, maximization of work flow efficiencies, budget management, coalition building, empathy, all stages of residential home maintenance and construction. (2nd hand retail, japan wood furniture, and antique watch market gardener, amateur florist)

COMPUTER PROFICIENCY

SOFTWARE / Microsoft Office, Adobe Creative Suite, Canva, DrawApp Pro, Google Sheets and Docs, Goodnotes, QuikBooks

COMMUNITY INVOLVEMENT

Transit Transitese District Neighborhood Association / Film Festival/Screening / Wildcat High Film Action Council / Choice Neighborhood Advisory Committee / Film Respite for Strangers Neighborhoods / Universal Avenue/Orlando Council / Skat 10

CERTIFICATIONS

Professional Buyer License / Certified Aging in Place Specialist / and 6526 Home Supervisor / Fire Alarm / Kitchen Ventilation / GPH / Building Code (LX 108)

240126

RESOLUTION:

PRESENTED: 4-03-2024

ADOPTED:

**RESOLUTION RECOMMENDING THE REAPPOINTMENT OF
RAMIE YELLE TO THE ZONING BOARD OF APPEALS**

BY THE CLERK:

Ramie Yelle's term on the Zoning Board of Appeals expires September 1, 2024;
and

Judy Priestley, 4th Ward Flint City Councilmember, recommends the
reappointment of Ramie Yelle (3614 Dakota Ave., Flint, MI 48506) to the Zoning
Board of Appeals.

IT IS RESOLVED, the Flint City Council approves the reappointment of Ramie
Yelle to the Zoning Board of Appeals for a 3-year term commencing September 1,
2024, and expiring September 1, 2027.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

William Kim, Chief Legal Officer

Ramie Yelle

yye

3614 Dakota Ave. Flint MI. 48506

(810) 835-5616

changeofhealth@yahoo.com

Special Skills and Attributes

- Twenty-six years of working in public sector, government, educational and medical office settings
- Interface well with others at all levels including patrons, patients, professionals, governmental officials, children and students
- Caring and hardworking with excellent interpersonal communication, customer service and support skills
- An able problem solver with the tenacity to complete assignments successfully and the flexibility to adapt to changing situations and requirements

Professional Experience

A Change of Health Acupuncture Clinic

Owner 2008-Present

Massage, Hypnosis, Stress Management, Guided Imagery, Acupuncture, Polarity, Nutritional Counseling, Reflexology, Aromatherapy, Herbal Medication

- 4,000 documented treatments
- 90% Success Rate
- 600 hours of volunteered services
- Specialize in musculoskeletal, sports injuries and mental health
- Research experience

United States Census Bureau

Year 2020

Time sheets, payroll, training

- Supervised 20 enumerators
- Trained over 150 enumerators
- Collected data with confidentiality

United States Navy

Oct 1995-Oct 1999

Motor Rewind, Motor Vibration Analysis, Electrical Equipment Maintenance, Electrical Safety Inspections

- 10,000 Electrical Safety Inspections Onboard Aircraft Carrier
- Rewinding of three critical motors
- Complete overhaul of ventilation system
- Supervisor of 40 servicemen and women
- Recognition by Captain for outstanding workmanship

Education

University of Michigan State University

Sept 2016- Aug 2017

Masters of Public Health

- 3.6 GPA
- Emphasis on cultural competence, health disparities and inequalities.

Ramie Yelle

yye

3614 Dakota Ave. Flint MI. 48506

(810) 835-5616

changeofhealth@yahoo.com

University of Michigan Flint

Bachelor of Health Science

- 3.3 GPA

Jan 2009-Aug 2014

Oregon College of Oriental Medicine

- Masters of Traditional Chinese Medicine
- Medicinal properties of 400 herbs
- Formation of 200 herbal formulas
- Function, location, and use of 300 acupuncture points
- NADA certified
- Fire cupping
- Gua sha
- Electroacupuncture
- Scalp acupuncture
- Auricular acupuncture
- 5-elements 3rd generation practitioner
- Medical Qi Gong
- Studied directly under Oncologist, Pediatrician, Gynecologist and Sports Medicine Doctor
- Tuina and Shiatsu massage
- Tongue and pulse diagnoses
-

Aug 2003-Aug 2007

Ramie Yelle

yye

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ATTACHMENT NO. 1

for

RESOLUTION No. 230466.2

**PROPOSED AMENDED
COUNCIL RULES
(Redlined)**

RULES GOVERNING MEETINGS OF THE FLINT CITY COUNCIL

GENERAL

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~~FREEDOM OF INFORMATION ACT (FOIA)~~

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RULE 2 SUSPENSION AND AMENDMENT OF RULES

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- RULE 3 COUNCIL PRESIDENT; PRESIDING AT MEETINGS
RULE 4 APPOINTMENT OF COMMITTEES

ORGANIZATION #2

- RULE 5 TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS
RULE 6 AGENDA ~~FOR REGULAR MEETINGS OF COUNCIL AND~~ ORDER OF BUSINESS AGENDAS FOR COMMITTEE MEETINGS
RULE 7 ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

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~~EXECUTIVE OR CLOSED SESSIONS~~

ACTION BY COUNCIL

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RULE 26 INCIDENTAL MOTIONS - REQUEST FOR INFORMATION
PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER
RULE 27 MAINTENANCE OF ORDER AND DEBATE
RULE 28 RIGHT TO SPEAK IN DEBATE
RULE 29 PUBLIC MEETINGS AND PARTICIPATION BY THE PUBLIC

CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

- RULE 30 GENERAL CONDUCT AND STANDARDS OF CONDUCT
RULE 31 ETHICS
RULE 32 DISCIPLINARY ACTIONS

REVIEW OF CITY COUNCIL RULES

RULE 33 ANNUAL REVIEW OF CITY COUNCIL RULES

GENERAL

PREAMBLE

These are rules governing the orderly conduct of Flint City Council meetings in accordance with Robert's Rules of Order and certain laws.

OPEN MEETINGS ACT (OMA)

City Council Meetings of the Flint City Council are subject to the Open Meetings Act, Public Act 267 of 1976, MCL 15.261 through 15.275.

FREEDOM OF INFORMATION ACT (FOIA)

All documents of the meetings of the Flint City Council (i.e. agendas, minutes, attachments, transcripts, recordings) are public documents subject to the FOIA, MCL 15.231 *et seq.*, unless otherwise exempt under that statute.

PARLIAMENTARY AUTHORITY

- Rule 1.1** All matters of procedure not covered specifically addressed by the Council Rules, State, or local law, shall be governed by Robert's Rules of Order 12th Ed. If a conflict arises between Council Rules and Robert's Rules of Order, Council Rules shall take precedence.
- Rule 1.2** The Chair shall preserve order and decorum, may call other Councilmembers to order, and may speak to points of order in preference to other Councilmembers. The Chair shall decide all questions arising under these rules and general parliamentary practice and may seek the advice of others at the Chair's discretion.
- Rule 1.3** After the Chair decides on a question, any member may "appeal from the decision," except that no appeal may be made while another appeal is pending. If the appeal is seconded, the member making the appeal has up to 1 minute to state the reason for the appeal. The Chair then has up to 1 minute to state the reason for the decision.
- Rule 1.4** The Chair then states the question as, "Shall the decision of the Chair be reversed?" There shall be no further debate on the appeal and no other member shall participate in the discussion. Unless a majority of Councilmembers-elect vote to overturn the Chair's ruling, the Chair's ruling stands.
- Rule 1.2** The President or Chair (Presiding Officer) shall decide all questions arising under these rules and general parliamentary practice, subject to appeal. The Chair shall first decide the question, and any member may "appeal from the decision." If the appeal is seconded, the Chair shall state their decision, that it has been appealed from, and then states the question as, "Shall the decision of the Chair be reversed?" The Chair can then state the reasons for their decision, after which it is open to debate. Beginning with the member who made the appeal and concluding with the Chair, each member may speak once regarding the appeal for three (3) minutes per Councilmember. Unless a majority of Councilmembers-elect vote to overturn the Chair's ruling, the Chair's ruling stands.

Rule 1.35 City Council may appoint a person to serve as ~~its~~ Parliamentarian. At the request of any ~~member of the City Council~~ Councilmember, the parliamentarian shall rule on questions of parliamentary procedure. ~~If a Parliamentarian is to rule, the~~ Parliamentarian's ruling may be appealed. An appeal of a Parliamentarian's ruling must be seconded and is undebatable. Overturning a Parliamentarian's ruling requires a two-thirds vote of the Councilmembers-elect.

SUSPENSION AND AMENDMENT OF RULES

Rule 2.1 Any individual rule may be suspended on the vote of two-thirds of the Councilmembers-elect, to allow for consideration of business that would not otherwise be allowed under the rules. A motion to suspend a rule is not debatable.

Rule 2.2 The rules may be amended in accordance with Section 1-801 of the Flint City Charter.

ORGANIZATION #1

COUNCIL PRESIDENT; PRESIDING AT MEETINGS

Rule 3.1 The Council shall have a President and a Vice-President, ~~each~~ chosen by a majority of the Councilmembers-elect for a term which shall end on the second Monday in November, or until a successor is elected.

Rule 3.2 The President shall preside at ~~the~~ meetings of the Council as Chair and, in the absence of the President, the Vice-President shall preside. If both the President and Vice-President are absent, a ~~chairperson~~ Chairperson from a Council ~~committee~~ Committee shall preside in the following order: Finance, Governmental Operations, Legislative.

COMMITTEES

Rule 4.1 The President, ~~unless otherwise directed by the Council,~~ shall appoint all committee chairs and vice-chairs for a one-year term which shall end on the second Monday in November or until a successor is appointed.

Rule 4.2 The standing committees of the City Council are Finance, Governmental Operations, Legislative, and Special Affairs. ~~The Council President may determine in which order they are addressed.~~

Rule 4.3 Finance Committee - Business conducted consists of all matters relating to City finances (e.g. spending, revenue, contracts, fees, budgets, audits, etc.). ~~Finance Committee shall meet at 5:00 pm on the Wednesdays a week before regular Council meetings. (Note - see Rule 6.8a)~~

Rule 4.4 Governmental Operations Committee - Business conducted consists of all matters relating to governmental function (e.g. multi-member bodies, policies and procedures, matters related to City government and City departments, etc.).

Rule 4.54 Legislative Committee - Business conducted consists of all matters relating to City legislation (e.g. ordinances, policies, etc.). ~~Legislative Committee shall meet after Finance Committee. (Note - see Rule 6.8b)~~

~~Rule 4.5~~ ~~Governmental Operations Committee~~ - Business conducted consists of all matters relating to governmental function (e.g. multi-member bodies, policies and procedures, matters related to City government and City departments, etc.). ~~Governmental Operations Committee shall meet after Legislative Committee. (Note - see Rule 6.8c)~~

Rule 4.6 Special Affairs Committee - Reserved for any standing committee agenda item needing additional discussion or information, as well as for any emergency agenda submission. Special Affairs Committee shall meet at 4:30 p.m. right before regular Council meetings on the 2nd and 4th Mondays of the month. ~~(Note - see Rule 6.8d)~~

Rule 4.7 All standing committees of Council shall be comprised of all members of Council who are not under disciplinary actions/restrictions.

Rule 4.8 The President, at their discretion, may create ad hoc committees and ~~shall~~ appoint those committees' chairs and members. The President shall determine the number of Councilmembers comprising these committees.

ORGANIZATION #3

TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS

Rule 5.1 All meetings of the City Council and all committees of the Council shall take place in the Council Chambers on the third floor of City Hall or at such other places as the Council may determine.

Rule 5.2 The regular meetings of the City Council ~~is-are~~ 5:30 p.m. on the second and fourth Monday of every month, ~~and regular meetings of the finance, governmental operations, and legislative committees shall be at 5:00 PM the Wednesday preceding.~~

Rule 5.3 ~~The Flint City Council may schedule other committee meetings as deemed necessary.~~

~~Rule 5.4~~ ~~In the event of a call for a special meeting or a change in the time or place of a meeting, the Clerk shall be notified and shall see that each Councilmembers and the public, are informed as is required by the Open Meetings Act, of special meetings or a change in the time or place of meetings.~~

Rule 5.54 The Mayor shall be notified of all meetings of the City Council.

Rule 5.5 ~~Without a quorum, the City Council may take no action except to convene or adjourn.~~

Rule 5.6 ~~Once a meeting has been convened, quorum is not lost so long as sufficient members are present in the Council Chambers. If quorum is lost during a meeting, the Chair shall immediately recess the meeting for up to 15 minutes.~~

Rule 5.76 City Council may, by resolution, adjourn all meetings for a two-week period. A ~~special~~ pro-forma meeting of the City Council shall be scheduled immediately preceding the other Council committee meeting in that month.

AGENDA FOR REGULAR MEETINGS OF COUNCIL AND ORDER OF BUSINESS

- Rule 6.1 Matters shall be placed on the agenda of any meeting of the City Council by action of the Council President or any ~~presiding~~ chairperson of any committee of the Council, or ~~at the request of~~ by the Mayor or ~~Clerk~~, prior to the start of the meeting. ~~After roll call, the presiding officer shall ask for "any additions or changes to the agenda". Agenda changes or additions need to be approved by the presiding officer, and any unopposed agenda changes or additions may be adopted by consent.~~
- Rule 6.2 Any agenda ~~matters~~ items that require official Council action at the meeting for final adoption (i.e., resolutions, budget amendments, grant acceptances, etc.) must be accompanied by ~~the appropriate documentation such as staff review reports, etc., and must be signed by the required signatories.~~
- Rule 6.53 The deadline for contacting City Council staff for the purpose of adding matters to an agenda shall be by 12:00 pm (noon) on Thursdays.
- Rule 6.64 The ~~presiding officer~~ chair shall choose a person to lead the Pledge of Allegiance.
- Rule 6.75 Opening Ceremonies will consist of ~~the~~ Pledge of Allegiance, a short prayer or blessing, and may include requests for moments of silence ~~for deceased or ailing individuals~~. Spiritual leaders (of many faiths) may be invited and scheduled to offer a short prayer after the Pledge of Allegiance. The City Clerk will be responsible for making these arrangements.

AGENDAS FOR COMMITTEE MEETINGS

- Rule 6.8 Items denoted with ** will only appear on an committee agenda if necessary. If there is no such matter to be addressed, then it will not appear on the agenda. ~~If there are no items on a committee agenda, the committee meeting will be cancelled by the Clerk.~~
- Rule 6.8a Finance Committee Agenda - Roll Call, Request for Agenda Changes and-or Additions to Agenda, ~~**Closed Session (Executive Session)~~, Public Comment, ~~**Consent Agenda~~, ~~**Presentation of Quarterly Financial Reports~~, Resolutions, ~~**Special Orders/Discussion Items~~, Adjournment
- Rule 6.8b Legislative Committee Agenda - Roll Call, Request for Agenda Changes and-or Additions to Agenda, Public Comment, ~~**Consent Agenda~~, ~~**Resolutions~~, Ordinances, ~~**Special Orders/Discussion Items~~, Adjournment
- Rule 6.8c Governmental Operations Committee Agenda - Roll Call, Request for Agenda Changes and-or Additions to Agenda, Public Comment, ~~**Consent Agenda~~, ~~**Licenses~~, Resolutions, Appointments, ~~**Special Orders/Discussion Items~~, Adjournment
- Rule 6.8d Special Affairs Agenda - Roll Call, Request for Agenda Changes and-or Additions to Agenda, ~~**Closed Session (Executive Session)~~, Public Comment, ~~**Consent Agenda~~, Resolutions, Appointments, Ordinances, ~~**Special Orders/Discussion Items~~, Adjournment

Rule 6.9 Rules ~~6.1, 6.2, 6.3 and 6.4~~ concerning regular Council meetings also apply to Committee meetings as does ~~section 31.10 of the Flint Code of Ordinances, 2 of the Disorderly Persons Ordinance~~ applies to all committee meetings.

~~Rule 6.10~~ Items may be placed on the agenda of any committee agenda by request of any Councilmember, the Mayor, or the Clerk. Special orders must be approved by the Council President or the Committee Chair for a committee meeting. The Clerk may reassign items to an appropriate committee at his or her discretion.

ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

Rule ~~6.11~~ The order of business at Regular Meetings of the City Council shall be as follows:

- I Call to Order, Roll Call and Opening Ceremonies
- II ~~Reading of Disorderly Persons Section Warning~~
- III Request for Agenda Changes ~~and/or Additions to Agenda~~
- ~~IV Consent Agenda~~
- ~~V Presentation of Minutes~~
- ~~VII~~ ~~IV~~ **Public Hearings
- VIII Public Speaking
- ~~VI~~ ~~Consent Agenda~~
- ~~VII~~ ~~Presentation of Minutes~~
- ~~VIII~~ ~~X~~ **Petitions and ~~Unofficial~~ Communications
- ~~X~~ ~~Official Communications From Mayor and Other City Officials~~
- ~~XI~~ ~~Additional Communications~~
- ~~IX~~ ~~II~~ **Appointments
- ~~XII~~ ~~III~~ **Resolutions
- ~~XIII~~ ~~IV~~ **Liquor Licenses
- ~~XIV~~ ~~V~~ ~~Other Licenses~~
- ~~XV~~ ~~VI~~ **Introduction and First Reading of Ordinances
- ~~XVI~~ ~~VII~~ **Second Reading and Enactment of Ordinances
- ~~XVII~~ ~~VIII~~ **Special Orders/Discussion Items

~~(Any Councilmember may request that a Special Order be placed on the agenda, but it must first be approved by the Council President, or the Committee Chair if raised during a Committee meeting.)~~

- ~~XVIII~~ ~~IX~~ Final Council Comments
- ~~XIX~~ ~~X~~ Adjournment

ORGANIZATION #3

CLOSED SESSIONS

Rule 7.2] Pursuant to the Open Meetings Act, the Flint City Council may meet in Closed Session for one or more of the following purposes:

- (1) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.

- (2) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (3) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (4) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (5) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
- (6) To consider material exempt from discussion or disclosure by state or federal statute.

Rule 7.23 GOING INTO CLOSED SESSION – A 2/3 roll call vote of the Councilmembers-Elect is required to meet in closed session for purposes (3) through (6), as listed in Rule 7.2. A majority vote of the Councilmembers-Elect is sufficient for purposes (1) and (2), as listed in Rule 7.2. The roll call vote and the purpose or purposes for meeting in closed session shall be recorded in the minutes of the meeting at which the vote is taken.

Rule 7.34 LEAVING CLOSED SESSION – The City Council may leave a closed session upon a majority vote of the Councilmembers-elect.

Rule 7.45 ~~DECISIONS ON MATTERS DISCUSSED IN CLOSED SESSION TO BE MADE DURING OPEN SESSION~~ – All determinations, actions, votes, or dispositions of motions, proposals, recommendations, resolutions, orders, ordinances, bills, or measures by which the City Council effectuate or formulates public policy must be made during an open session.

Rule 7.56 All matters discussed in closed session are privileged and not to be shared with any person outside of the closed session.

ACTION BY COUNCIL

FORM OF ACTION AND ~~ADOPTION OF A~~ CONSENT AGENDA

Rule 8.1 All official action of the Council ~~as required by the City Charter~~ shall be by ordinance or resolution, but decisions on parliamentary procedure may be made upon motion. Other action may be made ~~by~~ upon motion, including decisions on parliamentary procedure.

Rule 8.2 The Chair has the duty to determine whether a motion is in order and may do so at any time before restating the question.

Rule 8.3 No motion may be debated by the Council until it has been restated by the ~~presiding officer~~ **Chair** and it must be reduced to writing if requested by ~~the presiding officer or~~ any Councilmember. All resolutions and ordinances must be in writing.

Rule 8.43 The ~~Presiding Officer or~~ Chair may request the adoption of a "Consent Agenda" consisting of, as ~~applicable~~ **listed on the agenda**, (a) approval of minutes ~~listed on the agenda~~; (b) accepting and placing on file ~~all~~ communications ~~listed on the agenda~~, (c) approving ~~all~~ appointments, resolutions, and licenses ~~listed on the agenda~~; (d) approving ordinances for introduction and first reading or second reading and enactment, **as listed on the agenda**.

Rule 8.54 After a motion to adopt a Consent Agenda is made and seconded, the Presiding Officer or Chair shall ask for separations. Any agenda item on ~~a~~ **the** Consent Agenda shall be separated ~~at the~~ **the** request of any Councilmember. After ~~any~~ separations, there is no debate on approving the Consent Agenda - it shall be voted on or adopted without objection.

VOTING

Rule 9.1 The determination of any question at a regular City Council meeting shall require a roll call vote, unless there is unanimous consent of the members present. ~~Any request for unanimous consent by the Chair shall include two calls for objections to the request for unanimous consent.~~

Rule 9.2 The determination of any question at a committee meeting shall be by voice vote unless a member objects, in which case a roll call vote shall be taken.

Rule 9.3 The voting on all roll calls shall be rotated so that the Councilmember representing the First Ward shall cast the first vote on the first roll call of any meeting, the Councilmember from the Second Ward shall cast the first vote on the second roll call at any meeting, and so on throughout the meeting so that the first vote on a roll call shall be solicited from the succeeding Councilmember. Following the first vote on any roll call, the remaining Councilmembers shall be called in consecutive order until all nine Councilmembers have been afforded an opportunity to vote on any question.

Rule 9.4 A Councilmember must be seated at their designated seating place to vote. Proxy votes are not allowed.

Rule 9.5 INTERRUPTION OF VOTES Interruptions during the taking of a vote are permitted only before any member has actually voted, unless, as sometimes occurs in ballot voting, other business is being transacted during voting or tabulating.

Rule 9.6 RULE AGAINST EXPLANATION BY MEMBERS DURING VOTING - A member has no right to "explain his vote" during voting, ~~which would be the same as debate at such a time.~~

Rule 9.7 CHANGING ONE'S VOTE - A member has a right to change his vote up to the time the result is announced by the Chair. A request to change a vote after the Chair's announcement requires the unanimous consent of the body, without debate, and may only be made immediately after the Chair's announcement.

Rule 9.8 ABSTAINING VOTES - To "abstain" means to not vote at all. Any explanation of an abstention may not exceed 10 seconds.

Rule 9.9 ABSTAINING FROM VOTING ON A QUESTION OF DIRECT PERSONAL INTEREST - No member should vote on a question in which he/she has a direct personal or pecuniary interest not common to the other members of the organization. ~~Voting on questions which affect oneself - the~~ This rule on abstaining from voting on a question of direct personal interest does not mean that a member should not vote for him/herself for an office or other position to which members generally are eligible, or should not vote when other members are included with him in a motion.

INTRODUCTION AND ENACTMENT OF ORDINANCES AND RESOLUTIONS

~~(Any City Councilmember or the Mayor may introduce an Ordinance)~~

Rule 10.1 Upon the introduction of any ordinance or resolution, the City Clerk shall proceed as directed in Section 3-301 *et seq* of the Flint City Charter.

Rule 10.2 After completing a public hearing ~~for a resolution or ordinance has been completed~~, any Councilmember may move to enact the resolution or ordinance.

Rule 10.3 If the ordinance or resolution is amended to the extent that there has been inadequate notice to the public of the content of the ordinance, it shall not be enacted until the procedures of Section 3-301 *et seq* of the Flint City Charter are complied with.

Rule 10.4 Every ordinance must state the date that it becomes effective. After the vote on the enactment of the ordinance, any Councilmember may move that it be given immediate effect upon publication, rather than the date stated. Any effective date earlier than thirty days after enactment requires a two-thirds vote of the Councilmembers-elect.

Rule 10.5 Every ordinance shall be submitted to the ~~Chief Legal Officer~~ City Attorney for review and approval as to form prior to enactment.

MOTIONS

CONSIDERATION OF PROCEDURAL MOTIONS

Rule 11.1 Unless otherwise stated, until debate on a main motion (i.e. to approve or move to Council) regarding an agenda item has begun, the following motions are not in order. When a question is under Otherwise debate, the Chair will receive only the following motions may be made by a member holding the floor:

_____ Rule 13 to adjourn _____ Rule 19 to refer to
committee

_____ Rule 14 to recess _____ Rule 20 to amend

_____ Rule 15 to postpone temporarily _____ Rule 21 to postpone
indefinitely

(lay on the table)

_____ Rule 16 to vote immediately (previous question) _____ Rule 22

_____ to reconsider

_____ Rule 17 to limit debate _____ Rule 25 point of order

Rule 18	to postpone definitely	Rule 26	request	for
information				
Rule 19	to refer (committee)			
Rule 20	to amend			
Rule 21	to postpone indefinitely			
Rule 22	to reconsider			
Rule 23	to rescind			
Rule 24	to withdraw a motion			
Rule 25	point of order			
Rule 26	request for information			

Rule 11.2 If more than one of the above motions are made, they shall be considered in the order listed, and if the same motion is made by multiple Councilmembers, the chair may address those motions at the chair's discretion.

Rule 11.3 Unless otherwise stated, there is no debate on any of these motions.

Rule 11.4 If the substance of a motion made by a Councilmember has the purpose of a motion listed above, the chair shall address it according to its purpose, regardless of how the motion is named by the Councilmember making it.

SUPPORT FOR MOTIONS

Rule 12.1 No motion may be considered or debated unless it has been seconded by at least one other Councilmember and has been properly stated by the Chair. The Chair does not have to recognize a member before that member may second a motion.

Rule 12.2 Nominations need not be seconded.

MOTIONS #1

MOTION TO ADJOURN

Rule 13.1 A motion to adjourn is always in order. If it is made during the count of a vote, it will not be considered until after the vote is announced.

Rule 13.2 A motion to adjourn is not debatable. However, the issue of the time to reconvene may be debated if it is introduced by the maker of the motion or by amendment.

Rule 13.2.3 The Chair may order an adjournment, without objection.

MOTION TO RECESS

Rule 14.1 A motion to recess is always in order and shall state the length of the recess length, which may be up to 36 hours and is not debatable.

Rule 14.2 When a recess is taken while any question is pending, the consideration of the question shall be resumed upon the reassembling of the Council.

Rule 14.3 The Chair may order a recess of up to 15 minutes at any time without objection.

MOTION TO LAY ON THE TABLE POSTPONE TEMPORARILY RESUME CONSIDERATION

- Rule 15.1 The Council may ~~decide to~~ postpone temporarily any ~~pending~~ matter ~~pending before~~ it. ~~A decision to lay upon the table~~ This motion postpones the question ~~involved~~, all ~~pending~~ amendments, and other adhering motions, until later in ~~that the~~ meeting.
- Rule 15.2 If a decision is made to resume consideration of a matter ~~or to take up from the table~~, it shall return in ~~exactly~~ the same form as when it was postponed temporarily. ~~A motion to resume consideration must be made at the same meeting.~~
- Rule 15.3 ~~A motion to resume consideration must be made at the same meeting that the matter was postponed.~~ If a motion to resume consideration fails or is not made, the pending matter shall be added to the next meeting agenda.
- Rule 15.4 ~~A motion to postpone temporarily or to resume consideration is not debatable~~

MOTION TO VOTE IMMEDIATELY (CALL THE QUESTION)

- Rule 16.1 Any Councilmember may move to vote immediately. If the motion is supported, debate will cease immediately. ~~A two-thirds vote of the Councilmembers present (but no less than a majority of the Councilmembers Elect) is required for the motion to carry.~~
- Rule 16.2 ~~A motion to vote immediately is not debatable~~

MOTION TO LIMIT OR EXTEND DEBATE

- Rule 17.1 ~~A motion to limit or extend debate is always in order. Any Councilmember may move~~ ~~The Council may decide, by majority vote,~~ to limit or determine the time for discussion of a pending motion or to modify or remove limitations already imposed. This ~~may~~ ~~motion must include a~~ ~~limit of time~~ limit for each Councilmember ~~to speak to the issue.~~
- Rule 17.2 If each Councilmember has a limited time to speak, this time limit shall include any questions asked and/or answered at the Councilmembers request.
- Rule 17.3 ~~A motion to limit or extend debate is not debatable.~~

MOTIONS #2

MOTION TO POSTPONE DEFINITELY

- Rule 18.1 Any Councilmember may ~~move~~ ~~The Council may decide~~ to put off consideration of a pending main motion and to ~~fix~~ ~~set~~ a definite date/time for its consideration.
- Rule 18.2 If a ~~date time is not set by the maker of the motion,~~ ~~Debate on the motion to postpone~~ ~~definitely shall be limited to one round of discussion,~~ ~~13 minutes per councilmember,~~ and shall be limited to the ~~reasons for the postponement and the~~ date/time the main motion shall be taken up.

MOTION TO REFER (TO COMMITTEE)

- Rule 19.1** ~~If a motion to refer a matter to a committee or other agency has been made, the Council shall proceed to decide the question of the referral. Any Councilmember may move to refer an agenda item from a City Council meeting to a committee.~~
- Rule 19.2** ~~There shall be no further debate on the merits of the main motion or amendments to the main motion until the referral motion is decided.~~
- Rule 19.3** ~~Debate on the motion to refer shall be limited to one round of discussion, 3 minutes per councilmember.~~

MOTION TO AMEND

- Rule 20.1** ~~Any Councilmember may move to amend the underlying agenda item (i.e. resolution or ordinance) that is subject to the main motion. A motion to amend must be germane to the main motion.~~
- Rule 20.2** ~~An amendment may be amended but an amendment to an amendment may not be amended. Rule 20.2 There is no limit on the number of times an underlying agenda item may be amended. At the Chair's discretion, or at the request of a Councilmember, the chair shall solicit proposed amendments to an underlying agenda item during debate on the main motion, followed by a vote on each proposed amendment after debate has been exhausted, and concluding with a vote on the finalized agenda item as amended.~~

MOTION TO POSTPONE INDEFINITELY

- Rule 21.1** ~~The Council may decide to prevent further discussion on a question by voting to postpone consideration of a matter indefinitely.~~
- Rule 21.2** ~~A motion matter that has been postponed indefinitely cannot come up again at the same meeting. If it is reintroduced at a later meeting, it shall be treated as a new motion matter.~~
- Rule 21.3** ~~Debate on the motion to postpone indefinitely shall be limited to one round of discussion, 3 minutes per councilmember.~~

MOTION TO RECONSIDER

- Rule 22.1** ~~A motion to reconsider any decision of the City Council decision on an agenda item that failed may be made, at the same City Council meeting, by any Councilmember who voted in the affirmative, or at any subsequent City Council meeting may be made by any Councilmember that voted in the affirmative on the motion in question, if reconsideration is placed on the agenda at the request of any Councilmember who voted in the affirmative or by the Mayor.~~
- Rule 22.2** ~~A motion to reconsider may be made at the same meeting or not later than the next succeeding regular meeting of the Council if notice has been given to the Council prior to the start of the meeting.~~

Rule 22.2) No question may be reconsidered more than once ~~at any given meeting.~~

Rule 22.4) If a Council decision of the Council has gone into effect, the motion to reconsider ~~shall~~ is not be in order.

MOTION TO RESCINDING/REPEALING PRIOR ACTION

Rule 23.1 Action to rescind, repeal or annul a previous action may be by resolution unless the previous action is an ordinance. Action to repeal a published ordinance may only be by ordinance regardless of whether the ordinance has gone into effect.

Rule 23.2 Notice of ~~intention~~ ~~a motion~~ to rescind a previous action must be given to the Clerk at least two days prior to the meeting at which ~~the motion is to be made~~ resolution or ordinance rescinding or repealing the prior action is introduced. However, the Council may vote by two-thirds of Councilmembers-elect to waive the notice requirement.

Rule 23.3 ~~Motions to rescind may be reconsidered regardless of whether the vote was affirmative or negative.~~ Debate on a rescinding or repealing an action is as for any main motion

MOTIONS #3

REQUEST TO WITHDRAWAL OF A MOTIONS

Rule 24.1 Any Councilmember may withdraw his or her motion before it has been restated by the Chair ~~and placed before the assembly.~~ The Councilmember ~~A request to withdraw a motion does not require a second.~~ need not obtain concurrence of any other person.

Rule 24.2 After the motion has been ~~placed before the assembly~~ restated by the Chair, it may only be withdrawn by majority consent of ~~all the~~ all the Councilmembers present. A request to withdraw is undebatable.

Rule 24.3 No request to withdraw ~~a motion~~ may be made after the vote on the motion has commenced.

INCIDENTAL MOTIONS POINT OF ORDER

Rule 25.1 The purpose of a point of order is to correct a breach in the rules when the ~~previding officer~~ Chair does not correct it, or when the ~~previding officer~~ Chair ~~makes a breach~~ of the rules.

Rule 25.2 A point of order should not be used for minor infractions that do not affect the substantive rights of the City Council or its members, or to improperly take the floor. Multiple violations of this rule shall be cause for disciplinary action.

Rule 25.3 A point of order does not need a second, can interrupt a speaker, is not debatable, and is decided by the chair, subject to an appeal pursuant to Rule 1.3.

Rule 25.4 The member making a point of order must explain their point of order in 10 seconds or less, and must cite the specific provision in Council Rules, Robert's rules, or the Flint City Charter that has allegedly been violated.

Rule 25.54 A point of order cannot be ignored by the ~~presiding officer~~Chair. A ruling of "agreement out of order" or "disagree denied" must be given. All debate and/or talking shall cease immediately when a point of order is raised, so the ~~presiding officer~~Chair can rule.

Rule 25.5 Any member has the right to appeal the ~~presiding officer's~~ decision on a point of order as set forth in Rule 1.2. Another member must second the appeal, or the appeal fails.

INCIDENTAL MOTIONS – REQUEST FOR INFORMATION

Rule 26.1 A request for information requests information from the member holding the floor. Its purpose is to help the member making the request for information understand the process and the potential consequences of the next vote.

Rule 26.2 ~~Its purpose is to help the member making the request for information understand the process and the potential consequences of the next vote.~~ A request for information that asks a question for which the requestor already knows the answer (i.e. "isn't it true that...", "do you realize that...") is improper. A request for information seeking information about the speaker's knowledge or state of mind ("do you know that..." or "why do think feel/believe that...") is also improper (i.e. an answer in the form of a question) is improper.

Rule 26.3 A request for information cannot be ignored by the ~~presiding officer~~Chair, but the ~~presiding officer~~Chair—upon hearing the request—may decide whether the request is legitimate and can proceed, or whether the speaker is misleadingly utilizing this motion to secure the floor for other purposes. The ~~Presiding Officer~~Chair must rule with either "Proceed" or "Denied".

Rule 26.4 Using a request for information as an opportunity to gain the floor is not allowed. Multiple abuses of use of requests for information is cause for disciplinary action.

PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER

MAINTENANCE OF ORDER AND DEBATE

~~(The public and City Council are both subject to the disorderly persons ordinance section 31-11 and the general code of conduct. Additionally, the Chair or Presiding Officer has a responsibility and duty to enforce these rules and sanctions for the purpose of maintenance of order. Only the Chair or Presiding Officer may determine and rule on who/what is in or out of order.)~~

Rule 27.1 When a member ~~has been~~ is called to order, the Chair shall determine whether if he or she is in order. ~~Every question of order shall be decided by the Chair subject to an appeal.~~

Rule 27.2 The Chair does not have to wait for a point of order to be raised but may rule a councilmember out of order on the Chair's initiative.

Rule 27.32 During any portion of any meeting, Councilmembers may not engage in any type of argumentative discourse with members of the audience, at any time, for any reason.

Rule 27.44 Only the ~~presiding officer~~ Chair may call an individual up to the podium (and/or table) to speak or answer questions. Other Councilmembers ~~would have to~~ must petition the presiding officer to make this request.

Rule 27.54 Mobile devices shall be set to silent mode prior to any meeting being called to order.

RIGHT TO SPEAK IN DEBATE

Rule 28.1 Every Councilmember and every person granted the privilege of speaking to the City Council, on any matter ~~before the City Council, and~~ shall address all remarks to ~~members of the Council the Chair and shall not speak until recognized.~~

Rule 28.2 When two or more Councilmembers address the Chair at the same time, the Chair shall name the Councilmember who is first to speak.

Rule 28.3 A Councilmember who desires to speak ~~on any matter before the City Council,~~ must first obtain the floor by being recognized by the ~~presiding~~ Chair. A Councilmember must be in their seat ~~when requesting to be recognized~~ request the floor.

Rule 28.4 Unless otherwise specified by these rules, each member has the right to speak up to twice on the same ~~question on the same day~~ main motion, for 3.5 minutes during each round, but cannot make a second speech on the same question so long as any member who has not spoken on that question desires the floor. ~~A member who has spoken twice on a particular question on the same day or who has exhausted their allocated time has exhausted his/her right to debate on that question for that day.~~

Rule 28.5 The Clerk shall utilize a timer and track members' time. There is no right to "sum up" or "conclude" after the expiration of a members' allotted time. ~~Once the timer has started, only the Chair may order that the timer be paused or adjusted, and only if a subsidiary motion has been properly made and seconded.~~

Rule 28.64 Councilmembers may request, from the presiding Chair, the opportunity to ask questions of ~~Administrative staff~~ Staff, etc. or others, during debate on any agenda item. Any such questions and responses shall ~~be incorporated as part~~ count against of the Councilmember's allotted time.

PUBLIC MEETINGS AND PARTICIPATION BY THE PUBLIC

Rule 29.1 All meetings of the Council shall be open to the public in accordance with law.

Rule 29.2 If a member of the public wishes to address the City Council ~~or its committees, they may do so at the regular City Council meeting~~ during the time designated for public comment.

Rule 29.3 ~~Members of the public who wish to address the City Council or its committees must register before the meeting begins. A box will be placed at the entrance to the Council Chambers for collection of registrations. No additional speakers or slips will be accepted after the meeting begins. He or she shall submit, prior to the start of the meeting, a statement in writing containing his or her name and address and the topic~~

to be covered. A list will be placed at the entrance to the Council Chambers for the collection of the statements.

Rule 29.44 Members of the public shall have no more than 3 minutes per speaker during public comment, with only one speaking opportunity per speaker. Numbered speaker slips will be provided prior to the start of a meeting to those wishing to speak during this portion of the agenda. No additional speakers or slips will be accepted after the meeting begins. City Councilmembers may not speak as a member of the public at this time. Public speakers may not allocate or "donate" their allotted time to another person.

~~Rule 29.59~~ Councilmembers may respond once to all public speakers only after all public speakers have spoken. An individual Councilmember's response shall be limited to 2 minutes and is subject to all rules. Final Council comments shall be limited to 2 minutes and are subject to all rules.

Rule 29.64 Members of the public shall have no more than 3 minutes to speak during a public hearing. If a member of the public is addressing the Council at a scheduled public hearing, he or she shall stand to obtain recognition by the President at the opening of the hearing or at the conclusion of the remarks of the previous speaker. Comments during a public hearing must be germane to the public hearing.

~~Rule 29.75~~ Members of the public shall have no more than 3 minutes to address the City Council during a public hearing.

~~Rule 29.6~~ Councilmembers may not speak during public hearings nor may they respond to speakers.

Rule 29.87 Any person speaking at a Council meeting may be called to order by the President or any Councilmember for failure to be germane, for vulgarity, or for speaking in excess of the allotted time, or any other violation of these rules.

Rule 29.8 Any person who is called to order shall thereupon yield the floor until the President Chair shall have determined whether he or she is in order. Every question of order shall be decided by the President subject to an appeal by any Councilmember to the Council. If a person so engaged in presentation shall be determined by the Council to be out of order, that person must yield the floor and forfeit shall not be permitted to continue at the same meeting except on special leave of the Council any remaining time.

~~Rule 29.9~~ Councilmembers may respond once to all public speakers only after all public speakers have spoken. An individual Councilmember's response shall be limited to 2 minutes and is subject to all rules. Final Council comments shall be limited to 2 minutes and are subject to all rules.

CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

GENERAL CONDUCT AND STANDARDS OF CONDUCT

Rule 30.1 Every Councilmember is subject to the established rules or general conduct and the standards of conduct as may be adopted by the City Council.

- ~~Rule 30.2~~ ~~Speakers should address their remarks to the chair, maintain a courteous tone, and avoid interjecting a personal note into debate.~~
- ~~Rule 30.3~~ ~~During meetings of the City Council, Councilmembers should refer to each other only as "Councilmember from the [number] Ward" and in a respectful manner.~~
- ~~Rule 30.4~~ ~~The Chair may require Councilmembers to yield the floor for failure to follow these standards, failure to be germane, for excessive repetition, for remaining silent while having the floor, or for failure to follow any other Council rule.~~

ETHICS

- Rule 31.1 Every Councilmember is subject to the established ethics rules of the City of Flint Charter and Ethics Ordinance.

DISCIPLINARY ACTIONS

- Rule 32.1 Every Councilmember is subject to the established rules and disciplinary actions for violations of rules and city ordinances.
- Rule 32.2 For any repeated violation of these rules, the ~~Presiding Officer or~~ Chair may order discipline up to and including removal from a meeting. Any discipline issued is subject to an appeal raised pursuant to Rule 1.32. If a Councilmember is removed from a meeting, they may not return to participate in any other committee or Council meetings held on the same day.

REVIEW OF CITY COUNCIL RULES

- Rule 33.1 ~~Every December~~ **Once a year**, the City Council shall place an item on the Special Affairs Committee agenda for a review of these rules.
- Rule 33.2 At his/her own discretion, the Council President may ~~at any time~~ **at any time** appoint a committee ~~and its members~~ to review and offer revisions of City Council Rules.
- ~~Rule 33.3~~ ~~It is the responsibility and duty of the Council President, Vice President, and all the Committee Chairs to ensure that these rules are adhered to and to apply the recommended disciplinary actions if they are not. Failure to do so is itself a violation of the rules and can subject the violator to disciplinary actions~~

RULES ORIGINALLY ADOPTED: MAY 10, 1976
 1ST AMENDMENT ADOPTED: MAY 24, 2010
 2ND AMENDMENT ADOPTED: APRIL 27, 2015
 3RD AMENDMENT ADOPTED: JUNE 12, 2017
 4TH AMENDMENT ADOPTED: FEBRUARY 27, 2023

**PROPOSED AMENDED
COUNCIL RULES
("Clean" Copy)**

RULES GOVERNING MEETINGS OF THE FLINT CITY COUNCIL

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RULE 2	SUSPENSION AND AMENDMENT OF RULES
RULE 3	COUNCIL PRESIDENT; PRESIDING AT MEETINGS
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RULE 33	ANNUAL REVIEW OF CITY COUNCIL RULES

PREAMBLE

These rules govern the orderly conduct of Flint City Council meetings. Meetings of the Flint City Council are subject to the Open Meetings Act, Public Act 267 of 1976, MCL 15.261 through 15.275. All documents of the meetings of the Flint City Council (i.e. agendas, minutes, attachments, transcripts, recordings) are public documents subject to the FOIA, MCL 15.231 *et seq.*, unless otherwise exempt under that statute.

PARLIAMENTARY AUTHORITY

- Rule 1.1 All matters of procedure not specifically addressed by the Council Rules, state, or local law, shall be governed by Robert's Rules of Order 12th Ed. If a conflict arises between Council Rules and Robert's Rules of Order, Council Rules shall take precedence.
- Rule 1.2 The Chair shall preserve order and decorum, may call other Councilmembers to order, and may speak to points of order in preference to other Councilmembers. The Chair shall decide all questions arising under these rules and general parliamentary practice and may seek the advice of others at the Chair's discretion.
- Rule 1.3 After the Chair decides on a question, any member may "appeal from the decision," except that no appeal may be made while another appeal is pending. If the appeal is seconded, the member making the appeal has up to 1 minute to state the reason for the appeal. The Chair then has up to 1 minute to state the reason for the decision.
- Rule 1.4 The Chair then states the question as: "Shall the decision of the Chair be reversed?" There shall be no further debate on the appeal and no other member shall participate in the discussion. Unless a majority of Councilmembers-elect vote to overturn the Chair's ruling, the Chair's ruling stands.
- Rule 1.5 City Council may appoint a person to serve as Parliamentarian. At the request of any Councilmember, the parliamentarian shall rule on questions of parliamentary procedure. The Parliamentarian's ruling may be appealed. An appeal of a Parliamentarian's ruling must be seconded and is undebatable. Overturning a Parliamentarian's ruling requires a two-thirds vote of the Councilmembers-elect.

SUSPENSION AND AMENDMENT OF RULES

- Rule 2.1 Any individual rule may be suspended on the vote of two-thirds of the Councilmembers-elect, to allow for consideration of business that would not otherwise be allowed under the rules. A motion to suspend a rule is not debatable.
- Rule 2.2 The rules may be amended in accordance with Section 1-801 of the Flint City Charter.

COUNCIL PRESIDENT; PRESIDING AT MEETINGS

- Rule 3.1 The Council shall have a President and a Vice-President, chosen by a majority of the Councilmembers-elect for a term which shall end on the second Monday in November, or until a successor is elected.
- Rule 3.2 The President shall preside at meetings of the Council as Chair and, in the absence of the President, the Vice-President shall preside. If both the President and Vice-

President are absent, a chairperson from a Council committee shall preside in the following order: Finance, Governmental Operations, Legislative.

COMMITTEES

- Rule 4.1** The President shall appoint all committee chairs and vice-chairs for a one-year term which shall end on the second Monday in November or until a successor is appointed.
- Rule 4.2** The standing committees of the City Council are Finance, Governmental Operations, Legislative, and Special Affairs.
- Rule 4.3** Finance Committee - Business conducted consists of all matters relating to City finances (e.g. spending, revenue, contracts, fees, budgets, audits, etc.).
- Rule 4.4** Governmental Operations Committee - Business conducted consists of all matters relating to governmental function (e.g. multi-member bodies, policies and procedures, matters related to City government and City departments, etc.).
- Rule 4.5** Legislative Committee - Business conducted consists of all matters relating to City legislation (e.g. ordinances, policies, etc.).
- Rule 4.6** Special Affairs Committee - Reserved for any standing committee agenda item needing additional discussion or information, as well as for any emergency agenda submission. Special Affairs Committee shall meet at 4:30 p.m. right before regular Council meetings on the 2nd and 4th Mondays of the month.
- Rule 4.7** All standing committees of Council shall be comprised of all members of Council who are not under disciplinary actions/restrictions.
- Rule 4.8** The President, at their discretion, may create ad hoc committees and appoint those committees' chairs and members. The President shall determine the number of Councilmembers comprising these committees.

TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS

- Rule 5.1** All meetings of the City Council and all committees of the Council shall take place in the Council Chambers on the third floor of City Hall or at such other places as the Council may determine.
- Rule 5.2** The regular meetings of the City Council are 5:30 p.m. on the second and fourth Monday of every month, and regular meetings of the finance, governmental operations, and legislative committees shall be at 5:00 PM the Wednesday preceding.
- Rule 5.3** The Clerk shall notify Councilmembers and the public, as required by the Open Meetings Act, of special meetings or a change in the time or place of meetings.
- Rule 5.4** The Mayor shall be notified of all meetings of the City Council.
- Rule 5.5** Without a quorum, the City Council may take no action except to convene or adjourn.

Rule 5.6 Once a meeting has been convened, quorum is not lost so long as sufficient members are present in the Council Chambers. If quorum is lost during a meeting, the Chair shall immediately recess the meeting for up to 15 minutes.

Rule 5.7 City Council may, by resolution, adjourn all meetings for a two-week period. A pro-forma meeting of the City Council shall be scheduled immediately preceding the other Council committee meeting in that month.

AGENDA AND ORDER OF BUSINESS

Rule 6.1 Matters shall be placed on the agenda of any meeting of the City Council by action of the Council President any chairperson of any committee of the Council, or by the Mayor, prior to the start of the meeting.

Rule 6.2 Any agenda items that require official Council action at the meeting for final adoption (i.e., resolutions, budget amendments, grant acceptances, etc.) must be accompanied by appropriate documentation and signed by the required signatories.

Rule 6.5 The deadline for contacting City Council staff for the purpose of adding matters to an agenda shall be by 12:00 pm (noon) on Thursdays.

Rule 6.6 The Chair shall choose a person to lead the Pledge of Allegiance.

Rule 6.7 Opening Ceremonies will consist of the Pledge of Allegiance, a short prayer or blessing, and may include requests for moments of silence. Spiritual leaders (of many faiths) may be invited and scheduled to offer a short prayer after the Pledge of Allegiance. The City Clerk will be responsible for making these arrangements.

Rule 6.8 Items denoted with ** will only appear on an agenda if necessary. If there is no such matter to be addressed, then it will not appear on the agenda. If there are no items on a committee agenda, the committee meeting will be cancelled by the Clerk.

Rule 6.8a Finance Committee Agenda - Roll Call, Request for Agenda Changes/Additions, **Closed Session, Public Comment, **Consent Agenda, **Presentation of Quarterly Financial Reports, Resolutions, **Special Orders/Discussion Items, Adjournment

Rule 6.8b Legislative Committee Agenda - Roll Call, Request for Agenda Changes/Additions, Public Comment, **Consent Agenda, **Resolutions, Ordinances, **Special Orders/Discussion Items, Adjournment

Rule 6.8c Governmental Operations Committee Agenda - Roll Call, Request for Agenda Changes/Additions, Public Comment, **Consent Agenda, **Licenses, Resolutions, Appointments, **Special Orders/Discussion Items, Adjournment

Rule 6.8d Special Affairs Agenda - Roll Call, Request for Agenda Changes/Additions, **Closed Session, Public Comment, **Consent Agenda, Resolutions, Appointments, Ordinances, **Special Orders/Discussion Items, Adjournment

Rule 6.9 Rules 6.2, 6.3 and 6.4 also apply to Committee meetings, as does section 31.10 of the Flint Code of Ordinances, the disorderly persons ordinance.

Rule 6.10 Items may be placed on the agenda of any committee agenda by request of any Councilmember, the Mayor, or the Clerk. Special orders must be approved by the Council President or the Committee Chair for a committee meeting. The Clerk may reassign items to an appropriate committee at his or her discretion.

Rule 6.11 The order of business at Regular Meetings of the City Council shall be as follows:

- I Call to Order, Roll Call and Opening Ceremonies
- II Disorderly Persons Warning
- III Request for Agenda Changes/Additions
- IV **Public Hearings
- V Public Speaking
- VI Consent Agenda
- VII Presentation of Minutes
- VIII **Petitions and Communications
- IX **Appointments
- X **Resolutions
- XI **Licenses
- XII **Introduction and First Reading of Ordinances
- XIII **Second Reading and Enactment of Ordinances
- XIV **Special Orders/Discussion Items
- XV Final Council Comments
- XVI Adjournment

CLOSED SESSIONS

Rule 7.1 Pursuant to the Open Meetings Act, the Flint City Council may meet in Closed Session for one or more of the following purposes:

- (1) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.
- (2) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (3) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (4) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (5) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.

(6) To consider material exempt from discussion or disclosure by state or federal statute.

Rule 7.2 **GOING INTO CLOSED SESSION** – A 2/3 roll call vote of the Councilmembers-Elect is required to meet in closed session for purposes (3) through (6), as listed in Rule 7.2. A majority vote of the Councilmembers-Elect is sufficient for purposes (1) and (2), as listed in Rule 7.2. The roll call vote and the purpose or purposes for meeting in closed session shall be recorded in the minutes of the meeting at which the vote is taken.

Rule 7.3 **LEAVING CLOSED SESSION** – The City Council may leave a closed session upon a majority vote of the Councilmembers-elect.

Rule 7.4 All determinations, actions, votes, or dispositions of motions, proposals, recommendations, resolutions, orders, ordinances, bills, or measures by which the City Council effectuate or formulates public policy must be made during an open session.

Rule 7.5 All matters discussed in closed session are privileged and not to be shared with any person outside of the closed session.

FORM OF ACTION AND CONSENT AGENDA

Rule 8.1 All official action of the Council shall be by ordinance or resolution, but decisions on parliamentary procedure may be made upon motion. Other action may be made by motion, including decisions on parliamentary procedure.

Rule 8.2 The Chair has the duty to determine whether a motion is in order and may do so at any time before restating the question.

Rule 8.3 No motion may be debated by the Council until it has been restated by the Chair and it must be reduced to writing if requested by any Councilmember. All resolutions and ordinances must be in writing.

Rule 8.4 The Chair may request the adoption of a "Consent Agenda" consisting of, as listed on the agenda, (a) approval of minutes; (b) accepting and placing on file communications, (c) approving appointments, resolutions, and licenses; (d) approving ordinances for introduction and first reading or second reading and enactment.

Rule 8.5 After a motion to adopt a Consent Agenda is made and seconded, the Presiding Officer or Chair shall ask for separations. Any agenda item on the Consent Agenda shall be separated at the request of any Councilmember. After separations, there is no debate on approving the Consent Agenda - it shall be voted on or adopted without objection.

VOTING

Rule 9.1 The determination of any question at a regular City Council meeting shall require a roll call vote, unless there is unanimous consent of the members present.

Rule 9.2 The determination of any question at a committee meeting shall be by voice vote unless a member objects, in which case a roll call vote shall be taken.

Rule 9.3 The voting on all roll calls shall be rotated so that the Councilmember representing the First Ward shall cast the first vote on the first roll call of any meeting, the

Councilmember from the Second Ward shall cast the first vote on the second roll call at any meeting, and so on throughout the meeting so that the first vote on a roll call shall be solicited from the succeeding Councilmember. Following the first vote on any roll call, the remaining Councilmembers shall be called in consecutive order until all nine Councilmembers have been afforded an opportunity to vote on any question.

Rule 9.4 A Councilmember must be seated at their designated seating place to vote. Proxy votes are not allowed.

Rule 9.5 **INTERRUPTION OF VOTES** – Interruptions during the taking of a vote are permitted only before any member has actually voted, unless, as sometimes occurs in ballot voting, other business is being transacted during voting or tabulating.

Rule 9.6 **RULE AGAINST EXPLANATION BY MEMBERS DURING VOTING** - A member has no right to “explain his vote” during voting.

Rule 9.7 **CHANGING ONE'S VOTE** A member has a right to change his vote up to the time the result is announced by the Chair. A request to change a vote after the Chair's announcement requires the unanimous consent of the body, without debate, and may only be made immediately after the Chair's announcement.

Rule 9.8 **ABSTAINING VOTES** – To “abstain” means to not vote at all. Any explanation of an abstention may not exceed 10 seconds.

Rule 9.9 **ABSTAINING FROM VOTING ON A QUESTION OF DIRECT PERSONAL INTEREST** – No member should vote on a question in which he/she has a direct personal or pecuniary interest not common to the other members of the organization. This rule does not mean that a member should not vote for him/herself for an office or other position to which members generally are eligible, or should not vote when other members are included with him in a motion.

INTRODUCTION AND ENACTMENT OF ORDINANCES AND RESOLUTIONS

Rule 10.1 Upon the introduction of any ordinance or resolution, the City Clerk shall proceed as directed in Section 3-301 *et seq* of the Flint City Charter.

Rule 10.2 After completing a public hearing for a resolution or ordinance, any Councilmember may move to enact the resolution or ordinance.

Rule 10.3 If the ordinance or resolution is amended to the extent that there has been inadequate notice to the public of the content of the ordinance, it shall not be enacted until the procedures of Section 3-301 *et seq* of the Flint City Charter are complied with.

Rule 10.4 Every ordinance must state the date that it becomes effective. After the vote on the enactment of the ordinance, any Councilmember may move that it be given immediate effect upon publication, rather than the date stated. Any effective date earlier than thirty days after enactment requires a two-thirds vote of the Councilmembers-elect.

Rule 10.5 Every ordinance shall be submitted to the City Attorney for review and approval as to form prior to enactment.

CONSIDERATION OF PROCEDURAL MOTIONS

Rule 11.1 Unless otherwise stated, until debate on a main motion (i.e. to approve or move to Council) regarding an agenda item has begun, the following motions are not in order. Otherwise, the following motions may be made by a member holding the floor:

Rule 13	to adjourn	Rule 19	to refer to committee
Rule 14	to recess	Rule 20	to amend
Rule 15	to postpone temporarily	Rule 21	to postpone indefinitely
Rule 16	to vote immediately	Rule 22	to reconsider
Rule 17	to limit debate	Rule 25	point of order
Rule 18	to postpone definitely	Rule 26	request for information

Rule 11.2 If more than one of the above motions are made, they shall be considered in the order listed, and if the same motion is made by multiple Councilmembers, the chair may address those motions at the chair's discretion.

Rule 11.3 Unless otherwise stated, there is no debate on any of these motions.

Rule 11.4 If the substance of a motion made by a Councilmember has the purpose of a motion listed above, the chair shall address it according to its purpose, regardless of how the motion is named by the Councilmember making it.

SUPPORT FOR MOTIONS

Rule 12.1 No motion may be considered or debated unless it has been seconded by at least one other Councilmember and has been properly stated by the Chair. The Chair does not have to recognize a member before that member may second a motion.

Rule 12.2 Nominations need not be seconded.

MOTION TO ADJOURN

Rule 13.1 A motion to adjourn is always in order. If it is made during a vote, it will not be considered until after the vote is announced.

Rule 13.2 The Chair may order an adjournment, without objection.

MOTION TO RECESS

Rule 14.1 A motion to recess is always in order and shall state the recess length, which may be up to 36 hours.

Rule 14.2 When a recess is taken while any question is pending, the consideration of the question shall be resumed upon the reassembling of the Council.

Rule 14.3 The Chair may order a recess of up to 15 minutes at any time.

MOTION TO POSTPONE TEMPORARILY/RESUME CONSIDERATION

Rule 15.1 The Council may postpone temporarily any pending matter. This motion postpones the question, all amendments, and other adhering motions, until later in the meeting.

Rule 15.2 If a decision is made to resume consideration of a matter, it shall return in the same form as when it was postponed temporarily.

Rule 15.3 A motion to resume consideration must be made at the same meeting that the matter was postponed. If a motion to resume consideration fails or is not made, the pending matter shall be added to the next meeting agenda.

MOTION TO VOTE IMMEDIATELY

Rule 16.1 Any Councilmember may move to vote immediately. If the motion is supported, debate will cease immediately.

MOTION TO LIMIT OR EXTEND DEBATE

Rule 17.1 A motion to limit or extend debate is always in order. Any Councilmember may move to limit or determine the time for discussion of a pending motion or to modify or remove limitations already imposed. This motion must include a time limit for each Councilmember.

Rule 17.2 If each Councilmember has a limited time to speak, this time limit shall include any questions asked and/or answered at the Councilmembers request.

MOTION TO POSTPONE DEFINITELY

Rule 18.1 Any Councilmember may move to put off consideration of a pending main motion and to set a definite date/time for its consideration.

Rule 18.2 If a date/time is not set by the maker of the motion, debate on the motion to postpone definitely shall be limited to one round of discussion, 1 minute per councilmember, and shall be limited to the date/time the main motion shall be taken up,.

MOTION TO REFER TO COMMITTEE

Rule 19.1 Any Councilmember may move to refer an agenda item from a City Council meeting to a committee.

MOTION TO AMEND

Rule 20.1 Any Councilmember may move to amend the underlying agenda item (i.e. resolution or ordinance) that is subject to the main motion.

Rule 20.2 There is no limit on the number of times an underlying agenda item may be amended. At the Chair's discretion, or at the request of a Councilmember, the chair shall solicit proposed amendments to an underlying agenda item during debate on the main motion, followed by a vote on each proposed amendment after debate has been exhausted, and concluding with a vote on the finalized agenda item as amended.

MOTION TO POSTPONE INDEFINITELY

Rule 21.1 The Council may decide to postpone consideration of a matter indefinitely.

Rule 21.2 A matter that has been postponed indefinitely cannot come up again at the same meeting. If it is reintroduced at a later meeting, it shall be treated as a new matter.

MOTION TO RECONSIDER

Rule 22.1 A motion to reconsider any decision on an agenda item that failed may be made, at the same City Council meeting, by any Councilmember who voted in the affirmative, or at any subsequent City Council meeting, if reconsideration is placed on the agenda at the request of any Councilmember who voted in the affirmative or by the Mayor.

Rule 22.2 No question may be reconsidered more than once at any given meeting.

Rule 22.3 If a Council decision has gone into effect, the motion to reconsider is not in order.

RESCINDING/REPEALING PRIOR ACTION

Rule 23.1 Action to rescind, repeal or annul a previous action may be by resolution unless the previous action is an ordinance. Action to repeal a published ordinance may only be by ordinance regardless of whether the ordinance has gone into effect.

Rule 23.2 Notice of intention to rescind a previous action must be given to the Clerk at least two days prior to the meeting at which resolution or ordinance rescinding or repealing the prior action is introduced. However, the Council may vote by two-thirds of Councilmembers-elect to waive the notice requirement.

Rule 23.3 Debate on a rescinding or repealing an action is as for any main motion.

WITHDRAWAL OF MOTIONS

Rule 24.1 Any Councilmember may withdraw his or her motion before it has been restated by the Chair. A request to withdraw a motion does not require a second.

Rule 24.2 After the motion has been restated by the Chair, it may only be withdrawn by majority consent of the Councilmembers present. A request to withdraw is undebatable.

Rule 24.3 No request to withdraw may be made after the vote on the motion has commenced.

POINT OF ORDER

Rule 25.1 The purpose of a point of order is to correct a breach in the rules when the Chair does not correct it, or when the Chair breaches the rules.

Rule 25.2 A point of order should not be used for minor infractions that do not affect the substantive rights of the City Council or its members, or to improperly take the floor. Multiple violations of this rule shall be cause for disciplinary action.

Rule 25.3 A point of order does not need a second, can interrupt a speaker, is not debatable, and is decided by the chair, subject to an appeal pursuant to Rule 1.3.

Rule 25.4 The member making a point of order must explain their point of order in 10 seconds or less, and must cite the specific provision in Council Rules, Robert's rules, or the Flint City Charter that has allegedly been violated.

- Rule 25.5** A point of order cannot be ignored by the Chair. A ruling of “agree – out of order” or “disagree denied” must be given. All debate and/or talking shall cease immediately when a point of order is raised, so the Chair can rule.

REQUEST FOR INFORMATION

- Rule 26.1** A request for information requests information from the member holding the floor. Its purpose is to help the member making the request for information understand the process and the potential consequences of the next vote.
- Rule 26.2** A request for information that asks a question for which the requestor already knows the answer (i.e. “isn’t it true that...”, “do you realize that...”) is improper. A request for information seeking information about the speaker’s knowledge or state of mind (“do you know that...” or “why do think/feel/believe that...”) is also improper.
- Rule 26.3** A request for information cannot be ignored by the Chair, but the Chair may decide whether the request is legitimate or whether the speaker is misleadingly utilizing this motion to secure the floor for other purposes. The Chair must rule with either “Proceed” or “Denied”.
- Rule 26.4** Using a request for information as an opportunity to gain the floor is not allowed. Multiple abuses of use of requests for information is cause for disciplinary action.

MAINTENANCE OF ORDER AND DEBATE

- Rule 27.1** When a member is called to order, the Chair shall determine if he or she is in order.
- Rule 27.2** The Chair does not have to wait for a point of order to be raised but may rule a councilmember out of order on the Chair’s initiative.
- Rule 27.3** Councilmembers may not engage in any type of argumentative discourse with members of the audience, at any time, for any reason.
- Rule 27.4** Only the Chair may call an individual up to speak or answer questions. Other Councilmembers must petition the presiding officer to make this request.
- Rule 27.5** Mobile devices shall be set to silent mode prior to any meeting being called to order.

RIGHT TO SPEAK IN DEBATE

- Rule 28.1** Every Councilmember and every person granted the privilege of speaking to the City Council, on any matter, and shall address all remarks to the Chair.
- Rule 28.2** When two or more Councilmembers address the Chair at the same time, the Chair shall name the Councilmember who is first to speak.
- Rule 28.3** A Councilmember who desires to speak must first obtain the floor by being recognized by the Chair. A Councilmember must be in their seat to request the floor.
- Rule 28.4** Unless otherwise specified by these rules, each member has the right to speak up to twice on the same main motion, for 3 minutes during each round, but cannot make a

second speech on the same question so long as any member who has not spoken on that question desires the floor.

- Rule 28.5** The Clerk shall utilize a timer and track members' time. There is no right to "sum up" or "conclude" after the expiration of a members' allotted time. Once the timer has started, only the Chair may order that the timer be paused or adjusted, and only if a subsidiary motion has been properly made and seconded.
- Rule 28.6** Councilmembers may request, from the presiding Chair, the opportunity to ask questions of staff or others during debate on any agenda item. Any such questions and responses shall count against the Councilmember's allotted time.

PARTICIPATION BY THE PUBLIC

- Rule 29.1** All meetings of the Council shall be open to the public in accordance with law.
- Rule 29.2** If a member of the public wishes to address the City Council or its committees, they may do so during the time designated for public comment.
- Rule 29.3** Members of the public who wish to address the City Council or its committees must register before the meeting begins. A box will be placed at the entrance to the Council Chambers for collection of registrations. No additional speakers or slips will be accepted after the meeting begins.
- Rule 29.4** Members of the public shall have no more than 2 minutes per speaker during public comment, with only one speaking opportunity per speaker.
- Rule 29.5** Councilmembers may respond once to all public speakers only after all public speakers have spoken. An individual Councilmember's response shall be limited to 2 minutes. Final Council comments shall be limited to 2 minutes.
- Rule 29.6** Members of the public shall have no more than 3 minutes to speak during a public hearing. A member of the public shall stand to obtain recognition by the President at the opening of the hearing or at the conclusion of the remarks of the previous speaker. Comments during a public hearing must be germane to the public hearing.
- Rule 29.7** Councilmembers may not speak during public hearings nor respond to speakers.
- Rule 29.8** Any person at a Council meeting may be called to order by the President or any Councilmember for failure to be germane, for vulgarity, or for speaking in excess of the allotted time, or any other violation of these rules.
- Rule 29.8** Any person who is called to order shall yield the floor until the Chair shall have determined whether he or she is in order. If a person is determined to be out of order, that person must yield the floor and forfeit any remaining time.

STANDARDS OF CONDUCT

- Rule 30.1** Every Councilmember is subject to the established rules or general conduct and the standards of conduct as may be adopted by the City Council.

- Rule 30.2** Speakers should address their remarks to the chair, maintain a courteous tone, and avoid interjecting a personal note into debate.
- Rule 30.3** During meetings of the City Council, Councilmembers should refer to each other only as "Councilmember from the [number] Ward" and in a respectful manner.
- Rule 30.4** The Chair may require Councilmembers to yield the floor for failure to follow these standards, failure to be germane, for excessive repetition, for remaining silent while having the floor, or for failure to follow any other Council rule.

ETHICS

- Rule 31.1** Every Councilmember is subject to the established ethics rules of the City of Flint Charter and Ethics Ordinance.

DISCIPLINARY ACTIONS

- Rule 32.1** Every Councilmember is subject to the established rules and disciplinary actions for violations of rules and city ordinances.
- Rule 32.2** For any repeated violation of these rules, the Chair may order discipline up to and including removal from a meeting. Any discipline issued is subject to an appeal raised pursuant to Rule 1.3. If a Councilmember is removed from a meeting, they may not return to participate in any other committee or Council meetings held on the same day.

REVIEW OF CITY COUNCIL RULES

- Rule 33.1** Once a year, the City Council shall place an item on the Special Affairs Committee agenda for a review of these rules.
- Rule 33.2** At his/her own discretion, the Council President may appoint a committee to review and offer revisions of City Council Rules.

RULES ORIGINALLY ADOPTED: MAY 10, 1976
1ST AMENDMENT ADOPTED: MAY 24, 2010
2ND AMENDMENT ADOPTED: APRIL 27, 2015
3RD AMENDMENT ADOPTED: JUNE 12, 2017
4TH AMENDMENT ADOPTED: FEBRUARY 27, 2023