

OFFICE OF THE CITY COUNCIL



MEMORANDUM

To: Whom It May Concern
From: Jasmine Green - City Council Secretary 
Date: September 25, 2024
RE: CITY COUNCIL APPROVED RESOLUTIONS/ORDINANCES
(September 23, 2024)

The attached copies of City Council APPROVED resolutions, and Ordinances (as listed below) are being distributed to you as a matter of record.

Agenda items that were FAILED, and/or POSTPONED INDEFINITELY/DROPPED by council are noted here as well. Thank you.

RESOLUTIONS (as ADOPTED by City Council – September 23, 2024)

240144	240227	240235	240324	240402-T	240410-T
240420-T	240421-T	240422-T	240423-T	240428-T	240429-T
240432-T	240433-T	240434.1-T	240435-T	240436-T	

NOTE: Reso. No. 240434.1 was amended to add information regarding its status as a replacement for Reso No. 230414.

ORDINANCES (as ADOPTED by City Council – September 23, 2024)

*Ord. No. 240191- (Amendment/Ordinance/Chapter 31 (General Offenses)/Article I (In General), of the Code of the City of Flint by amending Section 31-10(Disorderly Conduct, Assault and Battery, And Disorderly Persons)

*Ord. No. 240192.1- (Amended/Ordinance/Amendment/Ordinance/Chapter 46 (Utilities)/Article II (Water Supply and Sewage Disposal System) Division 5 (Replacement Lead Service Lines)

*Ord. No. 240342- (Amendment/Chapter 31 (General Offenses)/Section 31-16.2 (Fireworks)

(All Ordinances shall become effective 30 days after enactment)

NOTE: (Every adopted ordinance is subject to veto by the Mayor)

MISC AGENDA ITEMS (as FAILED, or POSTPONED INDEFINITELY/DROPPED by City Council – September 23, 2024)

FAILED –

POSTPONED INDEFINITELY – Reso. No. 240325.1- Amended Resolution/Opioid Settlement Funds/Flint Odyssey House, Inc./Mental Health Referrals and Services Support; Reso. No. 240427- Reallocation of ARPA Funds/Grants for Community Engagement and Beautification and External Minor Home Repairs/1st Ward Priorities/Neighborhood Engagement Hub as Fiduciary

MUNICIPAL CENTER

1101 S. SAGINAW STREET

FLINT, MICHIGAN 48502

(810) 766-7418

FAX (810) 766-7032

TDD (810) 766-7120



240144

RESOLUTION NO.:

PRESENTED:

4-17-2024

ADOPTED:

SEP 23 2024

**RESOLUTION AUTHORIZING ENTRY INTO ADMINISTRATIVE CONSENT ORDER
BETWEEN THE CITY OF FLINT AND THE STATE OF MICHIGAN, DEPARTMENT OF
ENVIRONMENT, GREAT LAKES AND ENERGY, DRINKING WATER AND
ENVIRONMENTAL HEALTH DIVISION**

BY THE CITY ADMINISTRATOR:

The State of Michigan, Department of Environment, Great Lakes, and Energy ("EGLE"), Drinking Water and Environmental Health Division ("DWEHD") has made allegations that the City of Flint is in violation of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder, being 2009 ACS R 325.10101, *et seq.*, Title XIV of the Public Health Service Act: Safety of Public Water Systems (Safe Drinking Water Act), Title 42 of the United States Code (USC), Section 300f, *et seq.* (collectively, the "SDWA").

The City of Flint is a supplier of water as defined under the SDWA through the City of Flint's ownership and operation of a Class D1 water treatment system and S1 water distribution system.

The City of Flint and EGLE have tentatively agreed to resolve the violations alleged by EGLE through entry of an Administrative Consent Order.

The Department of Public Works recommends that the City enter into the Administrative Consent Order to resolve the allegations made by EGLE.

IT IS RESOLVED that the City Council approves authorizing the City of Flint to take all actions necessary to enter into DWEHD Order No. ACO-399-03-2024 ("Administrative Consent Order between the City of Flint and EGLE").

For the City

For the City Council

CLYDE D EDWARDS / AD148

CITY OF FLINT, MICHIGAN

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

William Y. Kim

William Y. Kim, City Attorney



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: April 9, 2024

BID/PROPOSAL: None.

AGENDA ITEM TITLE: Resolution Authorizing Entry into Administrative Consent Order Between the City of Flint and the State of Michigan, Department of Environment, Great Lakes and Energy, Drinking Water and Environmental Health Division

PREPARED BY: Joseph N. Kuptz, Chief Deputy City Attorney

VENDOR NAME: State of Michigan, Department of Environment, Great Lakes and Energy, Drinking Water and Environmental Health Division

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The State of Michigan, Department of Environment, Great Lakes, and Energy ("EGLE"), Drinking Water and Environment Health Division ("DWEHD") has made allegations that the City of Flint is in violation of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder, being 2009 ACS R 325.10101, et seq., Title XIV of the Public Health Service Act: Safety of Public Water Systems (Safe Drinking Water Act), Title 42 of the United States Code (USC), Section 300f, et seq. (collectively, the "SDWA").

The City of Flint is a supplier of water as defined under the SDWA through the City of Flint's ownership and operation of a Class D1 water treatment system and S1 water distribution system.

The City of Flint and EGLE have tentatively agreed to resolve the violations alleged by EGLE through entry of an Administrative Consent Order.

PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

None.



CITY OF FLINT STAFF REVIEW FORM

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: CLYDE D EDWARDS / AD148
CLYDE D EDWARDS / AD148 (Apr 11, 2024 11:23 EDT)

Clyde Edwards, City Administrator

240227



RESOLUTION NO.: _____

PRESENTED: 6-5-2024ADOPTED: SEP 23 2024

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH
GRANTS FOR YOUTH JOB TRAINING FOR FAITH FOUNDATION RESOURCES**

BY THE CITY ADMINISTRATION:

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;"

City Administration recommends reallocating \$200,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Faith Foundation Resources to provide professional career and educational training skills to youth and young adults ages 16 to 21.

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

Account	Description	Amount
101-728.018-801.000	Faith Foundation Resources	\$200,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to Faith Foundation Resources in the amount of \$200,000. 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 US Department of Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

Sheldon A. Neeley, Mayor

CLYDE D EDWARDS

C. YDE D EDWARDS (May 29, 2024 11:38 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:


William Kim (May 28, 2024 14:17 EDT)

William Kim, City Attorney

Approved as to Finance:


Phillip Moore (May 28, 2024 14:34 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 4/10/24

BID/PROPOSAL# A0139

AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR YOUTH JOB TRAINING FOR FAITH FOUNDATION RESOURCES

PREPARED BY: Latrese Brown - Community Liaison

VENDOR NAME: Faith Foundation Resources

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Faith Foundation Resources was established in 2003 by its Founder, Angela Lots, a person who recognized the need to have an organization that reached out to adults in need of job training, home ownership and credit education. Faith Foundation Resources is a 501(c)(3) not-for-profit, Faith-Based organization dedicated to providing, low income, marginalized, disenfranchised and at-risk individuals, the tools to get to the next stages in life. "Bridging the Gaps in Life One Mind at a Time".

In 2011 FFR founder recognized the need to service youth after her own teens began to look for after school employment. She taught them the importance of a firm hand shake, the tools of interviewing, how to make a good impression and how to be professional at all times. After successfully assisting her two sons obtain and maintain employment Angela, wanted to help other youth experience the same level of success.

Out of the desire to help youth "bridge the gaps in life" the Faith Foundation Resources Youth Programs were established. Our programs teaches professional communication skills, personal credit development, positive health training, nutrition, and job placement. FFR programs provides training and direction to youth while preparing them for future.

Faith Foundation Resources was selected for funding as a recommendation from the City of Flint Administration. This program would satisfy the Economic Development category in the subcategories of Youth Job Training.

With funding from the ARPA grant 150 youth of Flint will complete the HYPE Program and be placed with employment. The HYPE Program provides professional career and educational training skills to youth and young adults ages 16 to 21. These activities empower youth with the tools to become productive, responsible, self-determined members of society. The program's professional development team teaches HYPE courses over eight weeks. Courses focus on job readiness, learning the fundamentals of interpersonal skills, and financial literacy training, with a significant credit counseling component. Participants meet for 3 to 4 hours each week.



CITY OF FLINT STAFF REVIEW FORM

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE
RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

Faith Foundations Resources received funding from the Community Development Block Grants (CDBG) for five fiscal years.

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE
PARTNERSHIPS AND COLLABORATIONS:**

The HYPE Program has been successfully helping youth and young adults since 2011. Components that make this program unique and strong to Flint residents include:

- Wrap-around program that includes tracking participants for an entire year.
- Students are placed into jobs that provide year-round employment instead of seasonal work. The staff provides ongoing follow-up to ensure employment remains a positive fit for the participant and the employer partner.
- Financial literacy program not only teaches skills but helps students establish savings and/or checking accounts. This component introduces credit and explains how to develop positive credit profiles with high FICO scores.
- Each student leaves the program with a resume geared toward securing a first-time job.



CITY OF FLINT STAFF REVIEW FORM

FINANCIAL IMPLICATIONS:

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;"

City Administration recommends reallocating \$200,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Faith Foundation Resources to provide professional career and educational training skills to youth and young adults ages 16 to 21.

After a thorough analysis from E&Y consulting team, the proposed program complies with relevant Treasury rules and aligns with the Flint ARPA Plan.

BUDGETED EXPENDITURE? YES ☐ NO ☒ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Faith Foundations Resources	101-728.018-801.000	Youth Job Training	\$200,000
		FY24 GRAND TOTAL		\$200,000

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: *Philip Moore* Date: 05/28/2024
Philip Moore (May 28, 2024 14:34 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐



CITY OF FLINT STAFF REVIEW FORM

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

BUDGET YEAR 1 \$200,000

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: _____


Shelly Sparks Green May 28, 2024 19:28 EDT

(Shelly Sparks-Green, Chief Resilience Officer)



240235

RESOLUTION NO.: _____

PRESENTED: 6-10-2024

ADOPTED: SEP 23 2024

**RESOLUTION SCHEDULING PUBLIC HEARING REGARDING THE
REMOVAL OF BILLIE DANZLER FROM THE ETHICS AND
ACCOUNTABILITY BOARD**

Section 1-603(A) of the Flint City Charter states that "the City Council shall declare the forfeiture of the office of any elective officer or appointee and may remove for cause any person appointed to an office for a fixed term. In every case there shall be a public hearing before the City Council with public notice published in the manner set forth in this Charter."

Section 1-603(B) of the Flint City Charter states that "[t]he position of an elective City of Flint officer or an appointee shall be forfeited if he or she: 1. Lacks at any time any qualifications required by law or this Charter; or 2. Violates any provisions of this Charter; or 3. Is convicted of a felony while holding the office or appointment."

Section 1-602(C)(1) of the Flint City Charter prohibits public servants from "willfully or grossly neglect the discharge of his or her duties."

On April 22, 2024, Ethics and Accountability Board Member Billie Danzler violated Section 31-10(A)(5) of the Flint Code of Ordinances, Disorderly Conduct, which prohibits persons from "disturbing the peace and orderly conduct of any meeting of a public body or any meeting open to the general public by any conduct or communication that . . . prevents the peaceful and orderly conduct of the meeting after having been clearly informed that he or she is in fact unreasonably causing a disturbance."

Previously, at the January 9, 2024 Ethics and Accountability Board meeting, Ms. Danzler had been warned by the Ethics and Accountability Board regarding her disruptive and disorderly behavior at meetings of the City Council and its committees. Notwithstanding that warning, on April 22, 2024, at a meeting of the Flint City Council Special Affairs committee, Ms. Danzler acted in a disorderly fashion and prevented the peaceful and orderly conduct of that meeting by dancing, shouting, and chanting in a manner that prevented the Special Affairs meeting from progressing, after having been called to order by Councilmember Lewis and warned by Councilmember Mushatt, who was chairing that meeting.

Three days later, on April 25, 2024, Ms. Danzler was warned again by the Ethics and Accountability Board for her disruptive behavior. Despite having received multiple warnings regarding her unprofessional, disruptive, and disorderly behavior, on June 5, 2024, at a meeting of the Flint City Council, Ms. Danzler again acted in a disorderly fashion by shouting at and arguing with the chair of the meeting, preventing the peaceful and orderly conduct of the meeting after having been warned that she was acting in a disorderly manner.

Ms. Danzler's multiple violation of the City's disorderly conduct ordinance constitutes a willful or grossly negligent discharge of her duties as a member of the Ethics and Accountability Board and a public servant, and is grounds for removal for cause.

IT IS RESOLVED THAT the Law Department is requested to retain outside counsel to act as the Manager for this public hearing, who will present the case for removal to the City Council.

IT IS ALSO RESOLVED THAT Ms. Danzler may, at her own expense, be represented by legal counsel at this public hearing.

IT IS FINALLY RESOLVED THAT the City Clerk shall, in conjunction with the Manager and Ms. Danzler or her legal counsel, schedule a public hearing regarding the removal of Billie Danzler of the Ethics and Accountability Board, to be held at a special meeting of the City Council and shall provide notice of the same to Ms. Danzler and the public as required by the Flint City Charter.

FOR THE CITY COUNCIL:



APPROVED AS TO FORM:



William Y. Kim, City Attorney

240324



RESOLUTION NO.: _____

PRESENTED: 8-7-2024ADOPTED: SEP 23 2024

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD FUNDS
TO THE NEIGHBORHOOD ENGAGEMENT HUB TO SERVE AS THE FIDUCIARY
FOR SARVIS PARK NEIGHBORHOOD ASSOCIATION FOR ALTERNATE USES OF
VACANT LOTS**

BY THE CITY ADMINISTRATOR:

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 \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding for the category of Vacant Lots and Alternative Uses to provide blight removal assistance to Flint communities. The administration recommends funding \$25,000 for the Neighborhood Engagement Hub to provide blight removal assistance to serve as the fiduciary for Sarvis Park Neighborhood Association. This resolution will replace the previously passed resolution #240143.

Fund	Project Purpose	Account Name / Grant Code	Amount
NEH - Sarvis Park Neighborhood Association	Food Truck Park	101-729.003-801.000.	\$25,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to provide funding to Neighborhood Engagement Hub (Sarvis Park Neighborhood Association) and appropriate funding in the current and future fiscal years in the amount of \$25,000, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

For the City:

CLYDE D. EDWARDS / A0280

CLYDE D. EDWARDS / A0280 (Jul 30, 2024 10:33 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:

Joseph Kuptz

Joseph Kuptz, Acting City Attorney

For the City Council:

[Signature]

Approved as to Finance:

Phillip Moore

Phillip Moore (Jul 30, 2024 08:18 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: July 23, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD FUNDS TO THE NEIGHBORHOOD ENGAGEMENT HUB TO SERVE AS THE FIDUCIARY FOR SARVIS PARK NEIGHBORHOOD ASSOCIATION FOR ALTERNATE USES OF VACANT LOTS

PREPARED BY: Nicholas Byard, ARPA Contract Coordinator (for Emily Doerr)

VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Requesting \$25,000 for Food Truck/Pop-up Food Vendor Lot. The Sarvis Park Neighborhood Association is creating a food truck/pop-up food vendor lot near Sarvis Park. The intent is to add additional programming and activities in and near Sarvis Park while supporting small food entrepreneurs.

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

N/A

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

Sarvis Park will have additional food amenities, giving food entrepreneurs a location in Flint to operate from. It will also aim to clean up and repurpose vacant properties near Sarvis Park for the benefit of the community.

Section IV: FINANCIAL IMPLICATIONS:

N/A



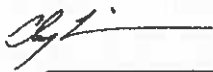
CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
	ARPA	101-729.003-801.000	General Fund	\$25,000
		FY24 GRAND TOTAL		

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL:  Date: CL

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE:


Emily Doerr (Jul 24 2024 16:36 EDT)

Emily Doerr, Director - Business and Community Services



240402-T

RESOLUTION NO.: _____

PRESENTED: 9-04-2024

ADOPTED: SEP 23 2024

**RESOLUTION APPROVING REALLOCATION OF \$200,000 IN ARPA FUNDS TO
FIRST RESPONDER MENTAL HEALTH REIMBURSEMENT PROGRAM**

BY THE CITY ADMINISTRATOR:

Whereas, 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; and

Whereas, City Administration recommends reallocating \$200,000 of ARPA funds, previously obligated for revenue replacement, to the First Responder Mental Health Reimbursement Program.

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

Account	Description	Amount
101-612.012-801.000	First Responder Mental Health Reimbursement Program	\$200,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to First Responder Mental Health Reimbursement Program in the amount of \$200,000. 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 US Department of Treasury requirements and previously approved authorizations.

For the City:

CLYDE D EDWARDS / A0299
CLYDE D EDWARDS / A0299 (Aug 30, 2024 11:36 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

9/2/24
Joseph Kuptz (Aug 30, 2024 09:43 EDT)

Joseph Kuptz, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Aug 30, 2024 10:21 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PREPARED BY: Seamus Bannon

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint is proposing the First Responder Mental Health Reimbursement program to support the mental well-being of its first responders. This program will cover all out-of-pocket expenses incurred by first responders seeking mental health services. Recognizing the unique and often stressful nature of their work, this initiative aims to alleviate financial barriers to accessing necessary care. By ensuring that first responders can receive professional help without financial strain, the program seeks to promote better mental health and job performance. This reimbursement initiative underscores the city's commitment to supporting the mental wellness of those who serve the community. Additionally, it aims to reduce the stigma associated with seeking mental health support among first responders. Overall, the program represents a proactive step towards maintaining the well-being of individuals who play a crucial role in public safety.

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

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Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

The First Responder Mental Health Reimbursement program can enhance the overall effectiveness of Flint's emergency services by ensuring first responders are mentally healthy and well-supported. Improved mental well-being among first responders can lead to better job performance and more efficient emergency response. By reducing stress and burnout, the program helps maintain a stable and reliable workforce, which is crucial for city operations. The initiative may also foster a positive work environment, boosting morale and reducing turnover among first responders. Ultimately, supporting their mental health contributes to a safer and more resilient community for Flint's residents.

Section IV: FINANCIAL IMPLICATIONS:



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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;” City Administration recommends reallocating \$200,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the First Responder Mental Health Reimbursement Program

Account	Description	Amount
101-728.020-801.000	First Responder Mental Health Reimbursement Program	\$200,000

BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: _____ **Date:** 08/29/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

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

DEPARTMENT HEAD SIGNATURE:

Shelly Sparks-Green (Aug 30, 2024 09:31 EDT)

(Name, Title)



240410-T

RESOLUTION NO.: _____

PRESENTED: 9-04-2024

ADOPTED: SEP 23 2024

Proposal #24000546

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO COMPLETE TOWING SERVICE FOR THE POLICE DEPARTMENT
TOWING AND STORAGE SERVICES FOR FY25 AND FY26 WITH AN OPTION TO EXTEND
FOR A THIRD YEAR**

Whereas, The Division of Purchases and Supplies solicited proposals for towing and storage services on behalf of the City of Flint Police Department:

Whereas, The Police Chief has recommended that the sole bidder, Complete Towing Services, 3401 N. Dort Hwy, Flint, MI be awarded a two-year contract for these said services for FY25 and FY26.

Whereas, The Police Department is requesting a contract with Complete Towing Services, in a FY25 and FY26 amount not to exceed \$430,000.00 for each fiscal year with an option to extend for an additional year.

Account Number	Account Name	Amount
101-301.000-801.000	Professional Services	\$430,000.00

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Complete Towing for the Police Department for towing and storage services in a two year amount not to exceed \$860,000.00. (\$430,000 for FY25 and \$430,000 pending adoption of the FY26 budget). Adoption of this resolution authorizing the two-year contract will override/nullify resolution 240289 recently adopted by the City Council on July 22, 2024.

APPROVED AS TO FORM:

Joseph Kuptz
Joseph Kuptz (Aug 11, 2024 19:11 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Aug 12, 2024 08:27 EDT)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards / A0290
Clyde D. Edwards (Aug 12, 2024 09:49 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 08/02/2024

BID/PROPOSAL# 24000546

AGENDA ITEM TITLE: Resolution to Complete Towing Services for the Police Department Towing and Storage Services for FY25 and FY26 with an Option to Extend for a Third Year.

PREPARED BY: Angela Amerman

VENDOR NAME: Complete Towing Services

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Police Department is requesting that Purchasing approve a purchase order for towing and storage to which the Chief of Police has recommended Complete Towing as the sole bidder who is currently the vendor for these services. Complete Towing has agreed to a two-year contract with an option for an additional year for the said services. We are requesting services for FY25 in the amount of \$430,000.00 and \$430,000 pending adoption of FY26 budget. Complete Towing is one of the largest and best-equipped towing companies in the state of Michigan. The vendor has twenty states of the art recovery units ranging from one ton to fifty tons making them capable of meeting any recovery or towing challenges. Complete Towing has built a solid reputation by providing a prompt, reliable towing service to the City of Flint.

PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

FY20 Invoices from July 2019 through June 30, 2020, totaled \$139,777.50 expensed to 101-303.206-801.000.
FY21 resolution 210289 adopted for \$185,845 expensed to 101-303.206-801.000.
FY22 resolution 210289 adopted for \$242,400 expensed to 101-303.206-801.000 (\$95,767.50) and 296-303.200-801.000 LGUNSALES (\$144,000).
FY23 resolution 230033 adopted for \$285,000 on February 27, 2023, and resolution 230233 adopted for \$45,147.50 on August 14, 2023. For an FY23 total of \$330,147.50 expensed to 101-303.206-801.000.
FY24 resolution 230309 adopted for \$428,245 on September 18, 2023, expensed to 101-303.206-801.000.
FY25 resolution 240289 adopted for \$430,000 on July 22, 2024, expensing to 101-301.000-801.000. Resolution 240289 was adopted on July 22, 2024, it was for one year. The Police Department is requesting authorization for a two-year contract. Adoption of this resolution authorizing the two-year contract will override/nullify resolution 240289 recently adopted by the City Council on July 22, 2024.



CITY OF FLINT STAFF REVIEW FORM

POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

This service benefits the Police Department with its operations. Abandoned vehicles can be a hazard to the public and can block traffic. By having Complete Towing, tow and storage these vehicles it helps maintain smooth traffic flow, reducing the risk of accidents and improving overall road safety. At times vehicles must be towed due to criminal activity such as drag racing. The towing and storage of these vehicles helps keep the roadways safer.

FINANCIAL IMPLICATIONS:

This is an FY25 budgeted expense and pending FY26 adopted budget. This expense will use fifty six percent of the Police Departments budgeted professional services account budget. After a vehicle has been towed and stored at the vendor's facility, the titled owner must pay the city for the towing and storage fees along with an administrative fee for the vehicle to be released. If the titled owner does not pay the towing and storage fees the vehicle is declared abandoned, and the vehicles are sold at auction pursuant to Michigan legislature MCL Section 257.252.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	101-301-000-801.000		\$430,000.00
FY25 GRAND TOTAL				\$430,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 240008714

ACCOUNTING APPROVAL: Angela Amerman
Angela Amerman (Aug 9, 2024 16:31 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

BUDGET YEAR 1 \$430,000.00

BUDGET YEAR 2 \$430,000.00 PENDING ADOPTION OF FY26 BUDGET

OTHER IMPLICATIONS (i.e., collective bargaining):



CITY OF FLINT STAFF REVIEW FORM

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____

Terence Green
Terence Green (Aug 11, 2024 12:16 EDT)

(Terence Green/Police Chief)



240420-T

RESOLUTION NO.: _____

PRESENTED: 9-18-2024

ADOPTED: SEP 23 2024

BY THE CITY ADMINISTRATOR:

**RESOLUTION FOR MDOT AUTHORIZED SIGNATURES
FOR STATE TRUNKLINE**

The City of Flint and Michigan Department of Transportation (MDOT) agree to enter into a contract for the State Trunkline, and

MDOT requires names of officials authorized to sign the contract agreement.

IT IS RESOLVED, that the City of Flint authorizes Mayor Sheldon Neeley and City Administrator Clyde Edwards as authorized signatures to the MDOT Contract Number State Trunkline.

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0304

CLYDE D EDWARDS / A0304 (Sep 10, 2024 12:23 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

9/24/24

Joseph Kuptz (Sep 10, 2024 11:15 EDT)

Joseph Kuptz

Acting City Attorney

FY25 - KRN



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 9, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: MDOT Authorized Signatures

PREPARED BY: Kathryn Neumann for Rodney McGaha, Director of Transportation

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Michigan Department of Transportation (MDOT) requires the names of officials authorized to sign MDOT contract agreements.

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

N/A

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

This is a requirement by MDOT for any future roadwork in Flint.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES ☐ NO ☐ **IF NO, PLEASE EXPLAIN:**



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY25 GRAND TOTAL		

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: Kathryn Neumann Date: _____
Kathryn Neumann (Sep 10, 2024 11:08 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
Rodney McGaha (Sep 10, 2024 11:12 EDT)
(Rodney McGaha, Director of Transportation)

240421-T



RESOLUTION NO.: _____

PRESENTED: 9-18-2024ADOPTED: SEP 23 2024

RESOLUTION TO AUTHORIZE, ACCEPT AND SPEND THE SUPPORT OF SERVICES FUNDING INCENTIVE RECEIVED UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) THROUGH GENESEE SHIAWASSEE THUMB MICHIGAN WORKS! (GST MICHIGAN WORKS! OR GSTMW) IN THE AMOUNT OF \$32,500.00.

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint Fire Department received a funding incentive award under WIOA through GSTMW in the amount of \$32,500.00 to purchase equipment for 13 newly hired Firefighter Trainees.

WHEREAS, The equipment funding incentive will be used towards turnout gear for the newly hired Firefighter Trainees to complete skill courses while in the Training Academy.

WHEREAS, The Flint Fire Department will benefit from the funds provided under the WIOA through GST Michigan Works! to offset the cost of turnout gear.

Account Number & Grant Code	Account Name	Amount
101-336.000-676.000	REVENUE-REIMBURSEMENT	\$32,500.00
101-336.000-977.000	FIRE – EQUIPMENT	\$32,500.00

IT IS RESOLVED, that the appropriate City Officials are hereby authorized to do all things necessary to accept the funding incentive from GST Michigan Works provided under the WIOA to purchase turnout gear for 13 newly hired Firefighter Trainees and to appropriate the incentive funding award for revenue and expenditures for the FY25 budget year in the amount of \$32,500.00 and to record the funding incentive award under the REVENUE-REIMBURSEMENT account.

BE IT FURTHER RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of turnout gear equipment, in an amount not-to-exceed \$32,500.00 for FY25 (07/01/24-06/30/25).

APPROVED AS TO FORM:

Joseph Kuptz
Joseph Kuptz (Sep 10, 2024 15:09 EDT)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Sep 11, 2024 08:52 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards / AD306
CLYDE D EDWARDS / AD306 (Sep 11, 2024 22:16 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 9, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: GST Michigan Works! WIOA Support of Services Program

PREPARED BY: Karen Shim, Fire Department

VENDOR NAME: GST Michigan Works!

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department received a funding incentive in the amount of \$32,500.00 from Genesee Shiawassee Thumb MICHIGAN WORKS! (GSTMW) under the Workforce Innovation and Opportunity ACT (WIOA), Support of Services Program. This program is supported by the State of Michigan through State and Federal grant dollars and is filtered through to GSTMW for materials and programs. The Flint Fire Department is allowed to use this funding for training to offset cost in our budget towards tools, equipment, or clothing for newly hired Firefighter Trainees according to GSTMW. The Fire Department will utilize this funding towards equipment for our 13 Firefighter Trainees for turnout gear needed while in Training.

The Michigan Works! System is committed to developing a skilled workforce through education, innovation, and collaboration on every level. It is the first statewide, unified workforce development system in the country. Every Michigan region is represented by public and private sector leaders who come together to share experiences and develop strategies to keep the state's workforce strong and growing.

The Michigan Works! Association is an independent entity that influences, educates and inspires actions that keep Michigan working. As the state's primary workforce development association, their focus is to continue to move the needle on policy, advocacy, education and collaboration and are dedicated to creating opportunity and building stronger communities through their three pillars: voice, knowledge and connection. Michigan Works! Association is also committed to using their voice to advance the interests of the Michigan Works! System through advocacy and participation in the legislative process, sharing research-based practices and information with their members and using their connections to provide training and networking opportunities for leaders and members within the system. Both offer resources that build Michigan's workforce and ensure economic opportunity for all. (source: michiganworks.org/our-services)

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. The goal of the WIOA is designed to help job seekers access employment, education, training and support services to succeed in the labor market and match employers with the skilled workers they need to compete in the global economy.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

WIOA requires states to strategically align their core workforce development programs to coordinate the needs of both job seekers and employers through combined four-year state plans with greater flexibility than its predecessor program, Workforce Investment Act (WIA) which is designed to help job seekers access employment, education, training and support services to succeed in the labor market.

Additionally, WIOA promotes accountability and transparency through negotiated performance goals that are publicly available, fosters regional collaboration within states through local workforce areas, and improves the American Job Center system. (Source: U.S. Department of Labor www.dol.gov/agencies)

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2025	101-336.000-977.000	\$32,500.00	N/A	N/A	Pending

The Flint Fire Department had no previous allocations with GST Michigan Works! The Fire Department received incentive funds from GST Michigan Works! under the Workforce Innovation and Opportunity ACT (WIOA), Support of Services Program, towards our Training Academy for 13 Firefighter Trainees. Each trainee participated in an intake process with GST Michigan Works! staff. After completing the intake process, 13 checks were received in the amount of \$2,500.00, totaling \$32,500.00 to support the cost of tools/equipment/clothing. Once the funds are approved, it will be allocated to the Fire Department Equipment account to purchase equipment for training. The Fire Safety Training Chief will be responsible for guiding the vendor and completing the service.

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

The benefit in receiving the incentive funds from GSTMW helps City Operations by offsetting the cost towards the purchase of turnout gear equipment for our 13 Firefighter Trainees to complete skill courses while in the Training Academy. Additionally, the Flint Police Department have been awarded these types of funds in past years and it has been beneficial for recruiting individuals and paying for their training costs.

The Flint community will be immensely impacted by way of attracting local individuals who could not even afford the training opportunity if it were not for these types of programs offered through Genesee Shiawassee Thumb MICHIGAN WORKS!



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure: This is not ARPA related.

Has this request been reviewed by E&Y Firm: YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

The incentive funding received from GST Michigan Works! in the amount of \$32,500.00 is a financial benefit for the Fire Department's budget. The funding will be used to offset costs toward training and equipment related purchases. The total amount of \$32,500.00 will be recorded under account name Fire Equipment, 101-336.000-977.000 and will be added to the budget in Fire Department.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	Equipment	101-336.000-977.000		\$32,500.00
		FY25 GRAND TOTAL		\$32,500.00

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: _____

ACCOUNTING APPROVAL: Karen Shim Date: September 9, 2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

STAFF RECOMMENDATION: (PLEASE SELECT):



APPROVED



NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____

(Name, Title)



MI Deal 00901

240422-T
RESOLUTION NO.:

PRESENTED:

9-18-2024

ADOPTED:

SEP 23 2024

BY THE CITY ADMINISTRATOR:

RESOLUTION TO TETRA TECH OF MICHIGAN, PC FOR WPC ASSET MANAGEMENT PLAN UPDATE

WEREAS, The Department of Public Works, Water Pollution Control operates the Public Treatment Works facility under the National Pollutant Discharge Elimination System Permit (MI00022926). Said permit requires that WPC maintain and update their Asset Management Plan annually.

WHEREAS, Water Pollution Control completed and submitted the Asset Management Plan in 2023 to Michigan-EGLE for approval as required by their NPDES permit.

WHEREAS, Tetra Tech of Michigan, PC is an approved Mi-Deal Vendor that has engineered many construction and infrastructure projects for WPC within the last five years, and has detailed knowledge of equipment, process improvements, and the facilities infrastructure.


WHEREAS, WPC recommends that Tetra Tech of Michigan, PC be awarded a purchase order for the purpose of updating the WPC Asset Management Plan in the quoted amount of \$175,000.00.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
590-550.300-801.000	WPC-Professional Services	\$175,000.00
	FY 2025 TOTAL	\$175,000.00


IT IS RESOLVED, that the Proper City Officials are hereby authorized to do all things necessary to issue a Purchase Order to Tetra Tech of Michigan, PC, 1136 Oak Valley Drive, Suite 100, Ann Arbor, MI 48108 for Water Pollution Control Asset Management Plan Update Services, in the not-to-exceed FY 2025 amount of \$175,000.00.

APPROVED AS TO FORM:


Joseph Kuptz (Sep 10, 2024 11:13 EDT)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:


Phillip Moore (Sep 10, 2024 13:02 EDT)


Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

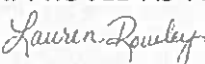

CLYDE EDWARDS / A0303
CLYDE EDWARDS / A0303 (Sep 10, 2024 13:27 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 9, 2024

BID/PROPOSAL: Mi-Deal - 00901

AGENDA ITEM TITLE: WPC Asset Management Plan Update

PREPARED BY: Jeanette Best, WPC/DPW Manager

VENDOR NAME: Tetra Tech of Michigan, PC

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Water Pollution Control Plant is required by its NPDES Permit to have an Asset Management Plan (AMP). An Asset Management Plan was completed in 2019 using SAW Grants provided by the State for that purpose. Updating and keeping the AMP current is also a requirement of our NPDES Permit. The original AMP is now significantly outdated due to the multiple construction projects the WPC has undertaken in the past 4 years. Equipment replacements, process improvements and modifications, and old equipment removal is not reflected in the current AMP. The updated AMP will include a comprehensive asset inventory, criticality assessment and business risk exposure for the WPC and the Pumping Stations.

Tetra Tech has done business with the City of Flint WPC for years providing design and construction engineering services, Utility Rate Study, plus construction oversight for several of the Clean Water State Revolving Fund (CWSRF) projects the WPC has undertaken. They have provided good designs, excellent oversight, and have been responsive to questions and comments from the City's Staff.

Tetra Tech is currently onsite working on one of the last CWSRF projects. Because they have been an active participant in the CWSRF projects at WPCF they have an exceptional understanding of the improvements that have taken place. Therefore, I recommend that Tetra Tech be awarded the AMP Update bid in the amount of \$175,000.00.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2025	590-550.100-801.000	\$268,500.00	\$40,000.00	N/A	Regulatory Compliance
2024	590-550.100-801.000	\$223,000.00	\$40,000.00	\$2,041.32	Regulatory Compliance
2024	590-550.300-801.000	\$1,181,867.84	\$1,181,741.00	\$51,801.51	SRF Project - Aeration 190374 – 09/09/19 220160 – 04/25/22
2023				\$99,554.00	
2022				\$275,852.25	
2021				\$224,052.63	
2020				\$535,668.31	
2025	590-550.421-802.078	\$1,548,600.00	\$1,548,600.00	\$18,190.07	SRF Project – Primary Clarifiers, B-Grit 200506 – 12/21/20 240090 – 03/18/24
2024				\$403,105.24	
2023				\$396,741.82	
2022				\$350,136.19	
2021				\$363,717.46	
2025	296-550.431-802.078	\$815,000.00	\$815,000.00	\$0.00	SRF Project – Electrical Distribution Upgrades 230062 – 03/13/23
2024				\$79,643.56	
2023				\$409,000.00	
2022	590-536.101-801.000	\$100,000.00	\$17,500.00	\$14,420.00	Contract 21-001 Utility Rate Study
	591-536.100-801.000	\$260,000.00	\$17,500.00	\$14,420.00	
2020	590-550.300-801.000	\$3,278,449.16	\$9,800.00	\$6,342.50	N/A

**Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS)
INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

From the NPDES Permit: “requirements of an Asset Management Program function to achieve the goals of effective performance, ... Asset management is a planning process for ensuring that optimum value is gained for each asset...” The benefit to the City and its citizens is complete efficient operation of the WPC and protection of the citizen’s home and property. A properly operating facility will enhance and protect the water quality of the Flint River.

The requisition for this service has been encumbered. This project will be supervised by the WPC/DPW Manager and the WPC SCADA/Maintenance and Operations Supervisors.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES ☐ NO ☒ IF NO, PLEASE EXPLAIN:

WPC included funding in their FY 2025 budget for professional services.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept	Name of Account	Account Number	FY Allocation	Amount	Grant Code	% of Account Budget
WPC	Professional Services	590-550.300-801.000	\$725,000.00	\$175,000.00	N/A	24.14%
FY 2025 Amount TOTAL				\$175,000.00		

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 250009310

ACCOUNTING APPROVAL: *[Signature]* Date: 09/09/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: *[Signature]*
(Jeanette M. Best, WPC/DPW Manager)



August 14, 2024

Ms. Jeanette Best
WPC Manager
City of Flint WPC
G-4652 Beecher Road
Flint, MI 48532

**Re: WPC Asset Management Plan Update
Proposal for Professional Engineering Services**

Dear Ms. Best:

In accordance with your request, we are pleased to offer this proposal for providing professional engineering services to the City of Flint to update the City's WPC Asset Management Plan (AMP) in accordance with the City's NPDES Permit with the Michigan Department of Environment, Great Lakes and Energy (EGLE). The updated WPC AMP will include a comprehensive asset inventory, criticality assessment and business risk exposure of the assets at the wastewater pump stations and the Water Pollution Control facility (WPC). Only the large pump stations will be inventoried and assessed including Third Avenue, Northwest, and East.

BACKGROUND

Based on our discussion with you, we have developed the following scope of services. We have included activities at the WPC and the listed wastewater pump stations. The collection system will not be a part of this work. Our Scope of Services is outlined below and will serve to update and expand upon the City's current Water Pollution Control Asset Management Plan.

SCOPE OF SERVICES

We will utilize the existing AMP prepared by HRC in 2019. Only the new assets installed since 2019 will be evaluated. The projects completed since 2019 that will be evaluated include:

- Aeration System Improvements
- Battery B Grit Removal and Screening
- Primary Settling Tanks Improvements
- Grit A Improvements
- Sludge Dewatering Improvements
- Waste Unloading Station
- Third Avenue Pump Station Improvements
- Northwest Pump Station Improvements
- East Pump Station Improvements
- Influent Box Rehabilitation and Improvements
- Ultraviolet Light Disinfection Retrofit
- Final Clarifier RAS Flow Control

- Final Clarifier Improvements

1. Asset Inventory:

- a. Work order maintenance history: Tetra Tech will meet with Flint WPC maintenance staff and review the current maintenance management system. The review will assess what information is available, the ease or difficulty of access, the extent of the historical information, and the level of detail for each new asset.
- b. WPC and Pump Stations Construction Plans: Tetra Tech will review the construction plans to verify new equipment and structure location, facility layout, identification method, type of construction, and age of facilities.

2. Condition Assessment:

- a. Broad Condition Assessment: Tetra Tech will use the City's web based Allmax Antero application to store collected information for each asset type determined useful by the WPC staff and field engineers. The information will be gathered on a spreadsheet and transferred to the application. Assessments of new processes and equipment, new electrical and instrumentation, and new structural components will be included. The plan will accomplish the following:
 - Establish a baseline for physical conditions of new key equipment, structures, and buildings;
 - Identify and document new equipment, structural, and building deficiencies;
 - Ascertain and document major operational constraints and reliability concerns.

The best source of knowledge of the current condition and operational deficiencies of existing facilities are the Flint WPC staff who operate and maintain those facilities on a daily basis. We will meet with Flint WPC staff and review each new asset (estimated maximum number of 3,150 WPC and pump station assets). We will gather background information such as year of installation, manufacturer data and photographs. We will estimate remaining useful life based on maintenance history and published useful life guidelines and the City's depreciation schedule. We do not anticipate the need for permit-required combined space entry as part of this task.

Maintenance history is an important part of condition assessment. We anticipate that Flint WPC staff will be able to provide a tabulation of the relatively recent major investments in maintenance and repair for major equipment items and building systems.

- b. Business Risk Evaluation: A business risk evaluation, or "BRE", score will be calculated for the new assets. Using all data and information collected through the inspection and assessment process, a "BRE" score will be developed for equipment and facilities based on probability of failure (PoF, scale of 1 to 5) and consequence of failure (CoF, scale of 1 to 5) as determined in the current assessment.
- c. Structural Condition Assessment: We will update the structural condition assessment removing those assessments that were part of the recent SRF projects since 2019.

3. Project Management

- a. Report: Tetra Tech will prepare an updated WPC AMP report for the City's review. We will meet with City staff to receive their comments on the report. The report will consist of the following sections:
 - Asset Inventory and Condition Assessment
 - Criticality of Assets
 - Meetings: Tetra Tech will lead a kick-off meet with Flint WPC staff to start the project. We will review our scope of work to determine if any changes are needed. Tetra Tech and Flint WPC staff will conduct progress meetings on an as-needed basis for the duration of the project. In accordance with your request, this work will be completed by December 31, 2024, assuming our receipt of a timely written notice to proceed.
 - Project Status Communications: Tetra Tech will coordinate the work of its staff in completing the Wastewater AMP update and will provide Flint WPC staff with monthly Project Status Communications.

ASSUMPTIONS

1. The executive summary and utility overview will be updated with input from Flint WPC staff.
2. The Level of Service section will remain the same with some minor modifications based on input from the WPC staff.
3. We will revise the 12 process flow schematics and the yard piping plan that were included in the 2019 AMP.
4. Tables 5-3, 5-4, 5-5 and 5-6 in Section 5 of the AMP would be updated with the new assets.
5. The O&M and Revenue Structure in section 6 would be updated by the City at a later date with the recommendations from the WPC staff and incorporating the findings from the rate study project we are performing.
6. The Capital Improvement Plan (CIP) in Section 7 will be updated with project descriptions that the WPC has in the five-year CIP. Construction cost opinions prepared by the WPC will be included in this section. Tetra Tech will not need to prepare new cost opinions.
7. We have included six progress meetings with WPC staff.
8. City staff have volunteered to assist preparing asset inventory tables and our fee reflects some city assistance
9. Editable files of the HRC AMP will be provided to Tetra Tech
10. A yard piping drawing will be provided for Tetra Tech to edit due to new construction
11. Services are limited to scope described above. Items not included in above scope are considered additional services subject to additional compensation and time.

COMPENSATION

We propose a total not-to-exceed fee of \$175,000 for the work described in this proposal. A breakdown of this cost is given below.

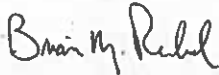
Task	Cost
1. Inventory and Condition Assessment	\$153,000
2. Project Management	\$22,000
TOTAL	\$175,000

AUTHORIZATION

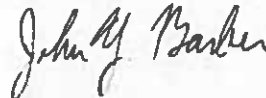
If you concur with this proposal, please sign in the space provided below and return one original signed copy of this proposal for our records. We look forward to working with you on this important project for the City of Flint.

If you need additional information, please call us at your convenience.

Sincerely,



Brian M. Rubel, PE
Senior Vice President



John Y. Barber, PE
Project Manager

PROPOSAL ACCEPTED BY CITY OF FLINT:

BY: _____

TITLE: _____

DATE: _____

240423-T



RESOLUTION NO.: _____

PRESENTED: 9-18-2024ADOPTED: SEP 23 2024

RESOLUTION TO AUTHORIZE, ACCEPT AND SPEND THE FIREFIGHTER TURNOUT GEAR GRANT AWARD FROM THE STATE OF MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY (LEO) IN THE AMOUNT OF \$255,135.000.

BY THE CITY ADMINISTRATOR:

WHEREAS, the City of Flint Fire Department has been awarded grant funds in the amount of \$255,135.00 from State of Michigan LEO to purchase an additional set of turnout gear to include coat, pants and boots for all Flint Fire Department fire suppression personnel.

WHEREAS, having an additional clean set of turnout gear to change into after a fire helps reduce the risk of occupational cancer in firefighters. In addition, having an additional set of turnout gear allows firefighters to clean and decontaminate their gear properly at the end of their shift.

WHEREAS, a clean second set of turnout gear allows firefighters to continue to keep the community safe by preventing unnecessary exposure to contaminants and hazardous chemicals while performing life safety rescues.

Account Number & Grant Code	Account Name	Amount
296-337.702-569.000 & SLEO-TOG24	REVENUE	\$255,135.00
296-337.702-977.000 & SLEO-TOG24	EQUIPMENT	\$255,135.00

IT IS RESOLVED, that the appropriate City Officials are hereby authorized to do all things necessary to accept the Firefighter Turnout Gear grant award from the State of Michigan Department of Labor and Economic Opportunity (LEO) to purchase an additional set of turnout gear to include coat, pants and boots for all Flint Fire Department fire suppression personnel and to appropriate award funding for revenue and expenditures for the FY25 budget year in the amount of \$255,135.000 and to record the grant award revenue with grant code SLEO-TOG24.

BE IT FURTHER RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of this turnout gear, in an amount not-to-exceed \$255,135.00 for FY25 (07/01/24-06/30/25).

APPROVED AS TO FORM:

Joseph Kuptz
Joseph Kuptz (Sep 10, 2024 12:40 EDT)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Sep 10, 2024 12:56 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D Edwards / A0305
Clyde D Edwards / A0305 (Sep 10, 2024 12:59 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]

--- PRESS RELEASE ---

FOR IMMEDIATE RELEASE:
Monday, July 29, 2024

CONTACT: Erica Quealy
517-582-2961

Nearly \$15M Awarded to Michigan Fire Agencies to Better Equip Firefighters, Save Lives

Lansing, MI — The Michigan Department of Labor and Economic Opportunity (LEO) is pleased to announce the award of \$14,926,451 in grant funds to 187 fire and safety agencies across the state. These funds will be used to purchase an additional set of turnout gear for full-time career firefighters, enhancing their safety and readiness as they serve our communities.

"Ensuring the safety and well-being of our firefighters is paramount," said LEO Director **Susan Corbin**. "This grant will provide essential gear that allows our firefighters to respond more effectively to emergencies, protecting both themselves and the public. We are committed to supporting the brave men and women who put their lives on the line every day to keep our communities safe."

The Firefighter Turnout Gear program aims to assist full-time fire department with purchasing an additional set of turnout gear for full-time career firefighters. The additional set of gear consists of coat, pants, and boots, and allows full-time firefighters to be equipped with the latest personal protective gear on the market. The gear will provide full-time firefighters with a clean set of gear to switch into after a fire, instead of waiting until the end of the shift to properly clean the gear, improving response time. Now fire departments across Michigan will be able to provide a higher level of service to the communities by giving them the ability to return to service sooner with having an additional set of gear ready to go.

The funds are a component of the Fiscal Year 2024 State Budget enhancement grants administered by LEO.

"Michigan firefighters carry a tremendous amount of responsibility on their shoulders every day — they should not have to worry about their protective gear failing them on the job," said State **Sen. Sarah Anthony** (D-Lansing). "These grant funds will go a long way in supporting the operational needs of our state's first responders."

"Firefighters are often called on consecutive runs, leaving them little time to properly clean and decontaminate gear," said State **Rep. Angela Witwer** (D-Delta Twp.). These equipment grants will allow firefighters to continue keeping the public safe while preventing them unnecessary exposure from hazardous chemicals."

The Michigan Professional Firefighters Union played a crucial role in assisting with the grant process. Their collaboration ensured the needs of the firefighters were met and that the grant distribution was effective and equitable.

The Michigan Professional Firefighters Union played a crucial role in assisting with the grant process. Their collaboration ensured the needs of the firefighters were met and that the grant distribution was effective and equitable. "The support from LEO and the additional turnout gear will significantly enhance the safety and operational readiness of our firefighters," said Matthew Sahr, President of the Michigan Professional Firefighters Union. "This is a substantial step forward in ensuring that our members have the resources they need to perform their duties safely and effectively. We are grateful for the continued support and partnership."

This initiative underscores LEO's commitment to the safety and well-being of Michigan's first responders and the communities they serve.

[View a complete list of the firefighter grant awards here.](#)

###

Firefighter Turnout Grant

Grantee Name	Award Amount
Addison Twp Fire Department	\$ 31,500.00
Algoma Township Fire Department	\$ 10,500.00
Almira Township	\$ 3,431.37
Alpine Township Fire Department	\$ 20,964.00
Ann Arbor Charter Township	\$ 21,000.00
Armada Township Fire Department	\$ 38,500.00
Auburn Hills Fire Department	\$ 87,500.00
Bedford Township	\$ 27,716.08
Benton Charter Township	\$ 45,500.00
Benton Township Fire Department	\$ 21,000.00
Birmingham Fire Department	\$ 92,684.00
Blair Township	\$ 38,500.00
Bloomfield Charter Township of	\$ 195,973.82
Brandon Fire Department	\$ 52,500.00
Bridgeport Charter Township	\$ 7,000.00
Brighton Area Fire Authority	\$ 66,500.00
Brownstown Fire	\$ 101,500.00
Bruce-Romeo Fire Department	\$ 63,000.00
Buena Vista Township Fire Department	\$ 19,775.00
Cadillac Fire Department	\$ 34,827.50
Caledonia Fire Department	\$ 24,500.00
Cannon Township Fire Department	\$ 21,000.00
Canton Township	\$ 203,000.00
Cascade Township Fire Department	\$ 63,000.00
Cedar Area Fire & Rescue	\$ 31,500.00
Charlotte Fire Department	\$ 21,000.00
Charter Oakland Township	\$ 34,990.00
Charter Township of Alpena	\$ 20,051.00
Charter Township of Bangor	\$ 45,500.00
Charter Township of Chesterfield Fire Department	\$ 62,892.00
Charter Township of Clinton Department of Fire-Rescue-EMS	\$ 230,934.00
Charter Township of Flint	\$ 38,500.00
Charter Township of Gaines	\$ 42,000.00
Charter Township of Highland	\$ 42,000.00
Charter Township of Long Lake	\$ 28,000.00
Charter Township of Milford	\$ 52,500.00
Charter Township of Orion	\$ 110,550.00
Charter Township of Plymouth	\$ 79,994.00
Charter Township of Redford	\$ 133,000.00
Charter Township of Shelby	\$ 262,500.00
Charter Township of Superior	\$ 42,000.00
Charter Towpship of Ypsilanti Fire Department	\$ 87,500.00
Chartered Township of Northville	\$ 115,500.00
Cherry Grove Fire and Rescue	\$ 14,000.00

City of Adrian	\$	84,000.00
CITY OF ALLEN PARK	\$	70,000.00
City of Alpena	\$	87,500.00
City of Ann Arbor	\$	234,500.00
City of Battle Creek	\$	266,000.00
City of Bay City, Bay City Department of Public Safety, Fire Op	\$	77,000.00
City of Belding Fire Department	\$	6,916.34
City of Big Rapids	\$	31,500.00
City of Coldwater	\$	42,000.00
City of Dearborn Heights	\$	168,000.00
City of East Lansing Fire Department	\$	163,200.00
City of Eastpointe	\$	73,500.00
City of Farmington Hills (Fire Department)	\$	199,500.00
City of Ferndale	\$	70,000.00
City of Garden City	\$	65,893.60
City of Grand Rapids	\$	640,884.10
City of Hamtramck	\$	80,270.00
City of Harper Woods	\$	21,000.00
City of Hazel Park Fire Department	\$	70,000.00
City of Highland Park	\$	83,280.00
City of Holland	\$	77,000.00
City of Inkster Fire Department	\$	66,500.00
City of Kentwood	\$	66,500.00
City of Lansing	\$	549,500.00
City of Lincoln Park	\$	70,000.00
City of Livonia	\$	297,500.00
City of Madison Heights	\$	83,745.00
City of Marquette	\$	79,992.00
City of Marysville	\$	31,500.00
City of Menominee	\$	38,500.00
City of Midland	\$	147,000.00
City of Mount Clemens	\$	42,000.00
City of Muskegon Fire Department	\$	82,500.00
City of Niles Fire Department	\$	35,000.00
City of Norton Shores	\$	87,500.00
City of Novi	\$	94,500.00
City Of Otsego Fire Department	\$	7,000.00
City of Port Huron	\$	129,426.00
City of Rochester	\$	45,500.00
City of Rockford	\$	10,500.00
City of Romulus	\$	94,500.00
City of Sault Ste. Marie	\$	45,500.00
City of Southfield	\$	181,733.00
City of St Clair Shores	\$	164,500.00
City of Three Rivers	\$	41,310.36
City of Traverse City	\$	63,650.00
City of Trenton Michigan	\$	48,868.00

City of Wayne Fire/EMS	\$	73,500.00
City of Wyandotte	\$	87,500.00
City of Wyoming	\$	136,500.00
Comstock Fire Rescue	\$	45,500.00
Covert Township Fire Department	\$	20,203.20
Dearborn Fire Department	\$	497,000.00
Delhi Charter Township	\$	53,696.80
Delta Charter Township	\$	154,000.00
DeWitt Township Fire Department	\$	14,000.00
Dowagiac Fire Department	\$	3,405.00
Eaton Rapids Fire Department	\$	3,500.00
Ecorse Fire Department	\$	49,000.00
Egelston Township	\$	16,908.00
Elmwood, Charter Township of	\$	31,500.00
Flat Rock Fire Department	\$	28,000.00
FLINT FIRE DEPT	\$	255,135.00
FORT GRATIOT CHARTER TOWNSHIP	\$	21,000.00
Fraser Department of Public Safety	\$	16,460.40
Frederic Township Fire Department	\$	62,910.00
Frenchtown Fire Department	\$	63,000.00
Fruitport Township Fire Department	\$	27,080.00
Georgetown Charter Township	\$	3,500.00
Gerald R Ford International Airport Authority Fire Departmer	\$	63,000.00
Gerrish Township Fire/EMS Department	\$	14,000.00
Glen Lake Fire Department	\$	49,000.00
Grand Blanc Township	\$	17,500.00
Grand Haven Charter Township	\$	24,500.00
Grand Traverse Metro Fire Department	\$	87,532.38
Green Lake Township Emergency Services	\$	21,000.00
Green Oak Charter Township Fire Department	\$	20,295.00
Harrison Township Fire Department	\$	87,500.00
Howell Area Fire Department	\$	35,000.00
Huron Charter Township	\$	10,500.00
Independence Fire Department	\$	103,885.00
Iron Mountain Fire Department	\$	24,500.00
Jackson Fire Department	\$	98,000.00
Kalamazoo Township	\$	38,500.00
Leelanau Township Fire Department	\$	42,000.00
Leland Township	\$	31,500.00
Lyon Township Fire Department	\$	41,991.96
Macomb Township	\$	101,500.00
Madison Charter Township Fire Department	\$	20,550.00
Manistee Fire Departments	\$	24,346.54
Marshall Fire Department	\$	35,000.00
Meridian Township Fire Department	\$	77,000.00
Monroe City Fire department	\$	52,500.00
Mt. Pleasant Fire Dept.	\$	35,000.00

Muskegon Charter Township Fire Department	\$	52,500.00
Napoleon Township	\$	7,000.00
Niles Charter Township Fire Department	\$	20,994.00
North Oakland County Fire Authority	\$	35,000.00
Northeast Ingham Emergency Service Authority	\$	50,595.00
Northfield Township Fire Department	\$	10,500.00
OSHTMO TOWNSHIP	\$	66,500.00
Owosso Public Safety Department	\$	62,190.00
Oxford Fire Department	\$	66,500.00
Paradise Township	\$	20,940.00
Peninsula Township Fire Department	\$	44,265.00
Pennfield Township	\$	7,000.00
Perry Area Fire Rescue	\$	48,971.30
Pittsfield Charter Township	\$	87,500.00
Plainfield Charter Township	\$	52,500.00
Portage Department of Public Safety - Fire Division	\$	112,200.00
Putnam Township	\$	10,497.00
Resort Bear Creek Fire Department	\$	3,500.00
Rochester Hills Fire Department	\$	31,500.00
Roseville Fire Department	\$	143,500.00
Royal Oak Fire Department	\$	181,948.00
Saginaw Chippewa Indian Tribe of Michigan	\$	31,500.00
Saginaw Fire Department	\$	122,500.00
Saline Area Fire Department	\$	39,036.48
Saugatuck Township Fire District	\$	21,000.00
Scio Township Fire Department	\$	41,643.96
South Haven Area Emergency Services	\$	55,586.86
South Lyon Fire Department	\$	6,902.00
Southgate Fire Department	\$	77,000.00
Spring Lake Fire Department	\$	21,000.00
Springfield Township Fire Department	\$	35,000.00
Sterling Heights Fire Department	\$	353,500.00
Summit Township Fire Dept	\$	63,000.00
Suttons Bay-Bingham Fire & Rescue Authority	\$	31,500.00
Taylor Fire Department	\$	132,762.00
Texas Township Fire Department	\$	20,940.00
The Charter Township of Commerce	\$	108,500.00
Thomas Township Fire Department	\$	14,000.00
Thornapple Township	\$	21,000.00
TOWNSHIP OF WATERFORD	\$	335,998.00
Van Buren Township Fire Department	\$	45,500.00
Walker Fire Department	\$	28,000.00
Warren Fire Department	\$	455,000.00
Washington Township Fire Department	\$	112,000.00
Wayne County Airport Authority	\$	192,500.00
West Bloomfield Fire Department	\$	266,000.00
Westland Fire Department	\$	276,461.00

White Lake Fire Authority
Ypsilanti Fire Department

\$ 10,170.00
\$ 70,000.00

\$ 14,926,451.05



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 9, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Firefighter Turnout Gear (Coat, Pants, Boots)

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: Municipal Emergency Services (MES)

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department received notification that Michigan Department of Labor & Economic Opportunity (LEO) was offering a Firefighter Turnout Gear 2024 grant with an expiration date of May 31, 2024. The Fire Department applied for the grant and on July 29, 2024, we received notification the awarded amount was \$255,135.00 to purchase firefighter turnout gear.

The Michigan Department of Labor and Economic Opportunity is a principal department of the State of Michigan. The department oversees many of the state's programs. In December 2014, former governor, Rick Snyder created the Michigan Department of Talent and Economic Development (TED) which focused on job training under Department of Labor and the Michigan Department of Career Development.

On June 6, 2019, Governor Gretchen Whitmer signed a reorganizational executive order renaming the department to Department of Labor and Economic Opportunity effective August 11, 2019.

(Source: en.wikipedia.org/Michigan_Department_of_Labor_and_Economic_Opportunity)

The Michigan Department of Labor & Economic Opportunity (LEO) provides the connections, expertise and innovative solutions to drive continued business growth, build vibrant communities, create affordable housing, generate tourism and attract and retain key talent to fill Michigan's vast pipeline of opportunities. (Source: egrans-mi.com/LEO)

The mission of the Michigan Department of Labor & Economic Opportunity Funds Administration is "to provide timely determination of carrier and employee rights to benefits or reimbursement and make payments due in a timely and accurate manner". (Source: Michigan.gov/leo/bureaus-agencies)



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

The Michigan Department of Labor and Economic Opportunity allocated \$14,926,451 in grants to 187 fire and safety agencies throughout the state of Michigan. The funding is part of the Fiscal Year 2024 State Budget enhancement grants administered by LEO. The aim of the Firefighter Turnout Gear program is to assist full-time fire departments in purchasing additional sets of turnout gear. (Source: fireandsafetyjournalamericas.com/Michigan-awards)

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2023	287-337.701-977.100	\$18,000.00	\$18,000.00	13,025.95	230172
2023	101-339.201-758.000	\$113,800.00	\$113,800.00	\$113,800.00	230030
2023	101-339.201-977.000	\$10,000.00	\$10,000.00	\$10,000.00	N/A
2023	101-337.000-930.000	\$10,000.00	\$10,000.00	\$10,000.00	N/A
2023	101-339.201-977.000	\$15,000.00	\$15,000.00	\$6,457.21	N/A

The Flint Fire Department is requesting approval of a purchase order to Municipal Emergency Services (MES) Sourcwell Contract #032620 in the amount of \$255,135.00 to purchase turnout gear (coat, pants and boots) for all fire suppression personnel.

Municipal Emergency Services is a vendor used over many years by the Flint Fire Department and is reliable, offering a range of quality equipment to meet the needs of the Flint Fire Department.

Municipal Emergency Services is headquartered in Sandy Hook, CT, and employs a team of over 500 dedicated employees to serve communities throughout the United States. MES was established in the year 2001 and has quickly grown to be the largest supplier of Scott Air-Paks, Fire-Dex, Seek Thermal Imagers, Hurst Jaws of Life, Matex Hose, 5.11 Tactical and Akron Brass to first responders in North America. With over 180 sales representatives, 110+ mobile service technicians, and 18 in-house service centers strategically located locally around the United States they can assure that customers are purchasing quality name brand equipment that remains functioning to the appropriate NFPA and manufacturer's specifications throughout the life of the product.

MES sales representatives have over 1,300+ years of combined experience in first responder service and 8,000+ hours of certified training which adds up to better product knowledge, service, and training for their customers. MES supplies equipment for Firefighting, Law Enforcement, Hazmat, Confined Space, Urban Search and Rescue, and Emergency Medical Services to Municipal, Volunteer and Federal government sectors. MES is built on three distinct business platforms giving first responders the opportunity to fulfill their equipment needs through their 290+ strong first responder focused sales and service team, an extensive online store or through our Federal Government division which caters to the specific needs of military and federal agency first responders. (source: misfire.com)



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

The benefit is to provide safety protection to our fire suppression personnel as they suit up and perform their jobs as firefighters, EMTs and Medical First Responders. Having additional turnout gear allows firefighters to continue to keep the community safe by preventing unnecessary exposure to contaminants and hazardous chemicals while performing life safety rescues.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure: This is not an ARPA related Expenditure.

Has this request been reviewed by E&Y Firm: YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

The funds used for this purchase are grant funds awarded from the State of Michigan Department of Labor and Economic Opportunity (LEO). After authorization to accept and spend by the appropriate City Officials, awarded grant funds will be appropriated for revenue and expenditures in FY25 to purchase an additional set of Firefighter Turnout Gear for all our fire suppression personnel.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	EQUIPMENT	296-337.702-977.000	SLEO-TOG24	\$255,135.00
		FY25 GRAND TOTAL		\$255,135.000

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** _____



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

ACCOUNTING APPROVAL: Karen Shim Date: 9/09/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

DEPARTMENT HEAD SIGNATURE: _____
Theron S. Wiggins, Fire Chief

GRANT NO E20240224

Grantee's Unique Entity Identifier: G2XMHBCHKX5

**GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
AND
FLINT FIRE DEPT**

PART I

GRANTEE/ADDRESS:

Name: Chay Linseman
Title: Grants Administrator
Address: 310 E 5TH ST, FLINT, MI 48502
Phone: (810) 766-7266 x 230

GRANT ADMINISTRATOR/ADDRESS:

Contact Name: Amber Covington
Organizational Unit: Department of Labor and Economic Opportunity, State of Michigan
Address: 105 West Allegan Street,
Lansing, MI 48933
Telephone Number: (517) 284-4007

GRANT PERIOD:

From: 08/01/2024 to 09/30/2027

RECIPIENT RELATIONSHIP IN GRANT AGREEMENT:

☐ Sub-recipient ☐ Vendor ☒ Recipient

TOTAL AUTHORIZED BUDGET: \$255,135.00

State Contribution: \$255,135.00

Match Contribution: \$0.00

SIGMA Vendor ID: CV0047760

SIGMA Payment Address Code: PFA

ACCOUNTING DETAIL: Accounting Template No.: 186FIREGQUIP

Assistance Listing # (ALN):.

This is Grant # E20240224 between the Michigan Department of Labor and Economic Opportunity (Grantor), and FLINT FIRE DEPT (Grantee), subject to terms and conditions of this grant agreement (Agreement).

General Provisions: The Grantee agrees to comply with the General Provisions and Progress Reporting as described in Part I, Part II and Attachment E, which are part of this Agreement.

Agreement Amount: The total amount of this Agreement is \$255,135.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$255,135.00.

1.0 Statement of Purpose

The purpose of the program is to assist full-time fire departments with purchasing a second set of turnout gear for firefighters.

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the following project:

These services are more specifically described in the Grantee's Proposal, Attachment A.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Labor and Economic Opportunity to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.
- C. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.

Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.

Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

The maximum amount of grant funding is \$255,135.00 (Two Hundred Fifty Five Thousand One Hundred Thirty Five and 00/100)

- A. Payments may be made upon submission of Grantee Financial Reimbursement requests in EGrAMS <http://egram-mi.com/leo> indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check copies, etc. shall be maintained for audit purposes for the full length of the state of Michigan's retention schedule, in order to comply with this Agreement.
- B. The payment of the final grant amount shall be made after completion of the

project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

- C. Financial Status Report(FSR) must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments
- D. The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

E. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

1.4 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.

- B. A Final Report is required. The Grantee will do the following:
1. Submit one draft copy of the final report via EGrAMS no later than 30 days after the end of the Project Period for review by the Grant Administrator.
 2. After the Grant Administrator has determined the completeness and factual accuracy of the report, the Grantee shall submit one final copy of the report to the Grant Administrator.
 3. The final report will include the following information:
 - a A summary of the project implementation plan and any deviations from the original project as proposed.
 - b Accomplishments and problems experienced while carrying out the project activities.
 - c Coordinated efforts with other organizations to complete the project.
 - d Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
 - e Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - f Any experience in applying the project products and anticipated "next steps".
 - g Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. During the project period, the grantee shall obtain prior written authorization from the Grantor before adding, deleting, or making a significant change to any eligible uses of funding as identified. Approval of changes is solely at the discretion of the Grantor. **See Section 1.2, Detailed Budget.**

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall

maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension, or through December 31, 2031, whichever is later ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. The State will provide written notice 30 days prior to the termination of the agreement as referenced for part (b) of subsection A. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause,

including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

C. Mutual Termination

Mutual termination may be made by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

D. The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume

performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency,

a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature: *Gregory Rivet*

Date: 09/13/2024

Gregory Rivet, Director

Executive Office

Department of Labor and Economic Opportunity

State of Michigan

Signature:

(Name of Person Authorized to Accept Grant)

FLINT FIRE DEPT

GRANT NO. E20240224

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a "federally assisted construction contract" as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in

the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.

4. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

6. Debarment and Suspension

A "contract award" (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under 31 USC 1352.

8. Procurement of Recovered Materials

Under 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and **its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase

price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and 31 USC 1352, the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, OMB standard form LLL, Disclosure of Lobbying Activities, to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under 31 USC 1352. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signature:

(Name of Person Authorized to Accept Grant)

FLINT FIRE DEPT

ATTACHMENT A

Objective :	To have all Flint Fire Department Suppression staff equipped with a second set of turnout gear.
Activity :	Measure all suppression staff, establish a quote, and order the equipment.
Responsible Staff :	Daniel Edwards-Quartermaster, Christian Perkins- Safety Training Chief
Date Range :	05/06/2024 - 07/17/2024
Expected Outcome :	All Suppression staff possesses a second set of turnout gear.
Measurement :	Delivery of gear.

ATTACHMENT B

PROGRAM Firefighter Turnour Gear - 2024			DATE PREPARED 9/13/2024	
CONTRACTOR NAME FLINT FIRE DEPT			BUDGET PERIOD From : 8/1/2024 To : 9/30/2027	
MAILING ADDRESS (Number and Street) 310 E 5TH ST			BUDGET AGREEMENT <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	AMENDMENT # 0
CITY FLINT	STATE MI	ZIP CODE 48502	FEDERAL ID NUMBER 38-6004611	

	Category	Total	Amount	Cash
1	Salaries/Personnel	0.00	0.00	0.00
2	Fringe Benefits	0.00	0.00	0.00
3	Travel	0.00	0.00	0.00
4	Supplies and Materials	0.00	0.00	0.00
5	Contractual Services	255,135.00	255,135.00	0.00
6	Other	0.00	0.00	0.00
7	Indirect Costs	0.00	0.00	0.00
TOTAL EXPENDITURES		255,135.00	255,135.00	0.00

Attachment C - State Travel Rates

Attachment C - State Travel Rates

Attachment E - Program Specific Requirements

Attachment E - Program Specific Requirements



240428-T
RESOLUTION NO.: _____

PRESENTED: 9-18-2024

ADOPTED: SEP 23 2024

**RESOLUTION APPROVING \$30,000 IN ARPA FUNDING TO THE CITY OF FLINT
BLIGHT ELIMINATION DEPARTMENT FOR 4TH WARD LAWNMOWING**

BY THE CITY COUNCIL:

The Councilperson in the 4th Ward recommends allocating \$30,000 of ARPA Funds (Ward Account), previously obligated for revenue replacement, to provide funding for the following:

\$30,000 is to be used for the completion of cutting the grass in 4th Ward lots;

Allocated funds in the total amount of \$30,000 will be moved from Acct. No. 101-287.000-963.000 to the City of Flint Blight Elimination Department;

IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to the City of Flint Blight Elimination Department in the amount of \$30,000 for cutting grass in accordance with 4th Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney

APPROVED BY CITY COUNCIL:

[Signature]

240429-T



RESOLUTION NO.: _____

PRESENTED: 9-18-2024

ADOPTED: SEP 23 2024

RESOLUTION APPROVING \$30,000 IN ARPA FUNDING TO ASBURY COMMUNITY DEVELOPMENT CENTER TO ACT AS FIDUCIARY FOR SOUTH FLINT SOUP KITCHEN FOR 8TH WARD PRIORITIES

BY THE CITY COUNCIL:

The Councilperson in the 8th Ward recommends allocating \$30,000 of ARPA Funds (Ward Account), previously obligated for revenue replacement, to provide funding for the following:

\$30,000 is to be allocated to Asbury Community Development Center to act as fiduciary for the South Flint Soup Kitchen;

Allocated funds in the total amount of \$30,000 will be moved from Acct. No. 101-287.000-963.000 to Asbury Community Development Center;

IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to Asbury Community Development Center in the amount of \$30,000, to act as fiduciary for the South Flint Soup Kitchen, in accordance with 8th Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney

APPROVED BY CITY COUNCIL:



240432-T

RESOLUTION NO.: _____
PRESENTED: 9-23-2024
ADOPTED: SEP 23 2024

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH
GRANTS FOR COMMUNITY ENGAGEMENT, EXTERNAL MINOR HOME REPAIRS AND
HASSELBRING CENTER FOR 1ST WARD PRIORITIES, WITH THE NEIGHBORHOOD
ENGAGEMENT HUB AS FIDUCIARY**

BY THE CITY COUNCIL:

The Councilperson in the 1st Ward recommends reallocating \$30,000.00 of ARPA Funds (Ward Account), previously obligated for revenue replacement, to provide funding for the following:

\$10,000.00 is to be used for the completion of five porches for five 1st Ward residents; \$11,000.00 is to be used for cutting the grass twice a month (or up to three times a month if necessary due to rain) for up to fifty (50) 1st Ward lots, from the contract approval date until September 2024, and again in 2025 from May until the end of September; \$3,000.00 is to go to The Neighborhood Engagement Hub; \$6,000.00 is to be used to pay the first twelve months (at \$500.00 per month) of the lease payments due under the 2024 Lease Agreement between the City of Flint and the Hasselbring Senior Center; and

Reallocated funds in the total amount of \$30,000.00 will be moved from Acct. No. 101-287.000-963.000. The Neighborhood Engagement Hub will serve as Fiduciary for this reallocation. This resolution will replace the previously passed resolution #240343.1.

IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to The Neighborhood Engagement Hub in the amount of \$30,000.00 to act as fiduciary for 1st Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

APPROVED AS TO FORM:

Joseph N. Kuptz, Acting City Attorney

APPROVED BY CITY COUNCIL:



RESOLUTION NO.:

PRESENTED:

ADOPTED:

SEP 23 2024

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
FOR WPC GRANT AWARD PER PUBLIC ACT 119**

WHEREAS, The Department of Public Works, Water Pollution Control operates the Public Treatment Works facility under the National Pollutant Discharge Elimination System Permit (MI00022926).

WHEREAS, Water Pollution Control submitted the grant application, with approval of the City Administrator, in support of their watershed conservation activism to Michigan EGLE. The grant period is from September 15, 2024 to September 30, 2025.

WHEREAS, MI-EGLE has awarded the Flint River Watershed Support Grant to WPC in the amount of \$40,000.00 with a \$0.00 match for the purpose of procuring equipment that is to be used for watershed conservation. Said Grant Agreement is attached.

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Supplies	296-171.127-752.000	SEGLE-WSCG24	\$12,000.00
DPW-WPC	Professional Services	296-171.127-801.000	SEGLE-WSCG24	\$4,000.00
DPW-WPC	Equipment	296-171.127-977.000	SEGLE-WSCG24	\$15,000.00
FY 2025 GRAND TOTAL				\$40,000.00

THEREFORE, BE IT RESOLVED, That the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding, and abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the total award amount of \$40,000.00; and


BE IT FURTHER RESOLVED, That the City Administrator, Chief Financial Officer, and WPC/DPW Manager be authorized as signatories and representatives for all activities associated with the grant listed above.

APPROVED AS TO FORM:


Joseph Kuptz (Sep 20, 2024 10:30 EDT)


Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:


Phillip Moore (Sep 20, 2024 11:22 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde D Edwards/ A0308 (Sep 20, 2024 11:55 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:





CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: 09/17/2024

BID/PROPOSAL# MI-EGLE Grant

AGENDA ITEM TITLE: Watershed Council support Grant

PREPARED BY: Tiffany Minder – DPW - Water Pollution Control

VENDOR NAME: Environment, Great Lakes, and Energy - State of Michigan (EGLE)

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

EGLE has awarded Water Pollution Control (WPC) a \$40,000 grant to be used toward administrative materials, educational materials, and/or field equipment in support of watershed conservation efforts. Awarding of this grant is contingent on using the funds towards pre-approved Illicit Discharge Elimination Program (IDEP) expenses which include tracing and source identification equipment, storm drain markers, and printing of educational and outreach materials as required by the WPC's NPDES permit program.

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
N/A	N/A	N/A	N/A	N/A	N/A

This is a Grant – There are no previous allocations.

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

This Grant will be used for the purchase of field equipment that will assist the Environmental Compliance Unit with tracing spills, identifying point source polluters, enforcing clean water regulations, and educating non-compliant sewer users on best management practices. A healthy and safe environment is a benefit the entire Flint community.

Placing storm drain markers on approximately 3000 storm drains and catch basins within the City limits will help to educate citizens regarding sewer lines that discharge directly to surface waters, and the importance of not dumping or littering into those conduits.

Distributing clean water pamphlets and door-hangers will educate the citizens on the importance of keeping our waterways pollution free as well and simple do's and don'ts for achieving our clean water goals.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure: N/A

Has this request been reviewed by E&Y Firm: YES ☐ NO ☒ IF NO, PLEASE EXPLAIN:

N/A – This is not an ARPA expense

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN: This is \$0.00 grant.

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Supplies	296-171.127-752.000	SEGLE-WSCG24	\$12,000.00
DPW-WPC	Professional Services	296-171.127-801.000	SEGLE-WSCG24	\$4,000.00
DPW-WPC	Equipment	296-171.127-977.000	SEGLE-WSCG24	\$15,000.00
FY 2025 GRAND TOTAL				\$40,000.00

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

BUDGET YEAR 1 \$ 40,000.00

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

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: _____

Date: 09/17/2024

WILL YOUR DEPARTMENT NEED A CONTRACT?

YES ☒ NO ☐
Grant Contract Attached.

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____

Jeanette M. Best
Jeanette M. Best – WPC/DPW Manager



WATERSHED COUNCIL GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF FLINT WATER POLLUTION CONTROL

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the City of Flint Water Pollution Control (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of funds for grant assistance is set forth in Public Act 119 of 2023 (state of Michigan's fiscal year 2024 appropriations). This Agreement is subject to the terms and conditions specified herein.

Project Name: Flint River Watershed Support
Amount of Grant: \$40,000
Amount of Match: \$0 = 0%
Start Date: September 15, 2024

Project #: 2024-0244
% of Grant State 100 / % of Grant Federal 0
PROJECT TOTAL: \$40,000
End Date: September 30, 2025

GRANTEE CONTACT:

Tiffany Minder, Environmental Compliance
Supervisor

Name and Title

City of Flint Water Pollution Control
Organization

G-4352 Beecher Road
Address

Flint, MI 48532

City, State and Zip Code

810-766-7210, Ext. 3634

Telephone Number

TMinder@CityofFlint.com

Email Address

CV0047760 029

SIGMA VSS Vendor Code Address ID

38-6004611

Federal ID Number

STATE CONTACT:

Autumn Mitchell, Project Administrator

Name and Title

Water Resources Division
Division

P.O. Box 30458
Address

Lansing, MI 48909-7958

City, State and Zip Code

517-388-6662

Telephone Number

MitchellA24@Michigan.gov

Email Address

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

FOR THE GRANTEE:

Signature

Date

Jeanette Best, Water Pollution Control Manager
Name and Title

FOR THE STATE:

Signature

Date

Phil Argiroff, Acting Director, Water Resources Division
Name and Title

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

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

III. CHANGES

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. The Grantee must submit a report or an estimate of expenditures before October 10 for the quarter ending September 30 to allow the State to complete its accounting for that fiscal year.

The forms provided to the Grantee by the State shall be submitted to the State Contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, payroll, journals, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final quarterly financial and progress report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the end date of this Agreement.

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

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If 50 percent (50%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NONDISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the Lobbyists, Lobbying Agents, and Lobbying Activities Act, 1978 PA 472, as amended; specifically, MCL 4.415(2), which states "'Lobbying' means communicating directly with an official in the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or the State.
- (2) Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in Title 45 of the Code of Federal Regulations, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses indicated in subsection (2).

- (4) Have not within a three (3)-year period preceding this Agreement had one or more public (federal, state, or local) transaction terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

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

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT on the Statewide Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) Web site at SIGMA VSS.

(F) An amount equal to ten percent (10%) of the grant award, or \$4,000 will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

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

XXI. TERMINATION

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

- (1) Upon 30 days' written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of this Agreement, with the requirements of the authorizing legislation cited on page 1 of this Agreement and the rules promulgated thereunder, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State finds that the Grantee or any of the Grantee's agents or representatives offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above, and the Grantee will immediately cease charging to this Agreement and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
 - c. Convicted under state or federal antitrust statutes.
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state suspension and debarment list.

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

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan must be submitted to the State in accordance with guidance provided by the State Contact indicated on page 1 of this Agreement. Monitoring conducted prior to the State's final approval of the Quality Assurance Project Plan will not be reimbursed.

XXV. PREVENTING SPREAD OF INVASIVE SPECIES

The Grantee, their contractors, and volunteers will take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project and will take measures to prevent spread, where feasible. Selection of project-appropriate measures should be dependent on the type of work being conducted and the specific situation. Examples of such measures may include:

- Avoiding infested areas when possible.
- Conducting field work in upstream areas before downstream areas to decrease the likelihood of carrying species further up into the watershed or visiting highest quality/least invaded sites before invaded sites during a trip.
- Performing basic decontamination steps such as:
 - Visually inspecting and removing any plants or mud from footwear (boots, hip boots, and waders).
 - Visually inspecting, removing, and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles (cars, boats, ATVs, etc.).
 - Draining all water from boats (motor, live well, bilge, transom well) and equipment prior to leaving the site and before entering a new waterbody.
 - Thoroughly drying boats and equipment (5-7 days, if possible) between sites.
 - Disinfecting boats and equipment between sites (e.g., diluted bleach solution or heated pressure washer). Disinfection should be conducted away from surface waters at a location where the disinfecting solution will not enter any storm sewers and/or surface waters.
 - Typical diluted bleach solution treatment is one-half cup (4 fluid ounces) bleach to 5 gallons of water applied by spraying or sponge so surface is thoroughly exposed to bleach solution for 10 minutes.
 - Typical heated pressure wash is 140° water temperature sprayed for 5-10 seconds.
 - Thoroughly washing vehicles and boats between sites (e.g., drive-through car wash).
- Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are collected from a site, the Grantee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

The State is asking all grantees to be on the lookout for invasive species that have limited distribution or are not yet known to be established in Michigan. A "Watch List" of Michigan's high priority aquatic invasive species, along with how to report sightings, can be found at Michigan.gov/AquaticInvasives.

Appendix A
Flint River Watershed Support
Tracking Code #2024-0244

PROJECT DESCRIPTION

A. Project Goals and Objectives:

1. Improve the City of Flint's (CoF) ability to identify and eliminate illicit discharges:
 - a. CoF currently does not have a watercraft for illicit discharge investigation and clean up. The procurement of a flat bottom watercraft will allow us to:
 - i. Better locate and access outfalls by giving us the ability to search heavily wooded and overgrown sections of the riverbank from the water side, which often provides better visibility and accessibility than does the riverbank.
 - ii. Improve our ability to collect undiluted and uncontaminated samples by allowing us to access illicit and dry weather flow at the precise point where it discharges into the Flint River.
 - iii. Conduct more thorough spill investigation and fingerprinting by allowing us to collect samples at multiple points along the width of the river as well as at locations that cannot be reached from the riverbank.
 - iv. Better contain spills by allowing us the means to access and remediate the discharge from the water instead of being limited to accessing from the shoreline.
 - b. Water Pollution Control (WPC) is responsible for identifying and source tracking illicit discharges within CoF storm sewer. However, we do not have a sewer camera to assist us in being successful in this task. The procurement of a sewer camera for the WPC team will:
 - i. Greatly improve the WPC's ability to locate, trace, and perform point source identification of illicit discharges and spills by giving us the means to visually inspect the sewer lines at points between manhole openings.
 - ii. Provide WPC with the ability to perform immediate visual inspection of sewer lines contributing to outfalls at the time of identification.
2. Enhance the CoF public education program:
 - a. Installation of 2,000+ storm drain markers and distribution of informational materials will help educate community members about the separate sewer systems as well as the importance of keeping storm drains clean and free of debris, picking up after pets, good car washing practices, and the overall understanding to not dump anything into a storm drain.
 - b. WPC intends to coordinate with various volunteer and nonprofit community groups to assist with the installation of the storm drain markers and distribution of the informational materials. We believe that this will instill a sense of pollution prevention ownership with these groups as well as further bolster stormwater awareness.

B. Organization Information:

- Flint is the largest city and county seat of Genesee County, Michigan. It is located about 66 miles northwest of Detroit. As of the 2020 survey, there are over 81,000 people that call the CoF home. This makes the CoF the state's 12th largest city. WPC is the CoF's municipal

wastewater treatment facility. WPC provides treatment to all industrial, commercial, and domestic (residential) wastewater. The Water Service Center Utilities Department is responsible for the supply and maintenance of all water and sewer services within the CoF. A team of 5 Environmental Compliance Analysts from WPC as well as staff from the CoF's Water Services department will work on various parts of this project as identified in the Work Plan. All have training and field experience with illicit discharge identification and elimination and stormwater management. None will be charging time directly to the grant.

- No previous EGLE grants have been received by CoF WPC to our knowledge.

C. Partners and Related Funding:

- Multiple nonprofit community groups and volunteers from within and surrounding the CoF will assist with the installation of the storm drain markers and distribution of the informational materials.
- No other funding sources will coincide with this project.

D. Monitoring: No monitoring will be performed as part of this project.

E. Evaluation:

- Storm Drain Markers: CoF will provide proof of purchase of the storm drain markers.
- Outreach and Educational Materials: CoF will provide proof of purchase of the printed materials.
- Sewer Camera: CoF will provide proof of purchase of the sewer camera
- Flat bottomed watercraft: CoF will provide proof of purchase of the watercraft.

F. Project Summary:

The items purchased with this grant money will have a two-fold impact on protecting and improving the water quality of the Flint River Watershed within the CoF. The first goal is to improve CoF's ability to identify and eliminate illicit discharges through the procurement of a flatbottom watercraft and a sewer camera. This equipment will enable us to better locate, trace, and perform point source identification. It will also improve our ability to collect representative samples and perform spill containment.

The second goal is to enhance our public education program. Placement of markers on 2,000+ storm drains and distribution of informational materials will help the CoF to educate community members about the importance of not dumping anything into storm drains. Local volunteer and nonprofit groups will assist in the installation of the storm drain markers which will further bolster community stormwater awareness and pollution prevention ownership.

WORK PLAN

*WPC = Water Pollution Control, WS = Water Services

Task 1 – Purchase Equipment - (10%)			
Sub-task	Description	Staff*	Products
1.a	Purchase flat bottom watercraft	WPC	Watercraft, photo
1.b	Identify outfalls	WPC	Map of outfalls
1.c	Purchase sewer camera	WPC	Camera, photo
Task 2 – Install ‘No Dumping’ Markers on City Storm Drains - (40%)			
Sub-task	Description	Staff*	Products
2.a	Design markers – Submit draft for EGLE approval	WPC	Map of outfalls
2.b	Purchase markers, adhesive	WPC	Proof of purchase
2.c	Recruit community groups to help install markers.	WPC & WS	List of community groups
2.d	Installation training	WPC, WS, and community groups	Photos, list of events if multiple
2.e	Installation	WPC, WS, and community groups	Quantity of markers installed, sample photos
Task 3 – Creation and Distribution of Printed Materials Focused on Stormwater Awareness - (40%)			
Sub-task	Description	Staff*	Products
3.a	Design outreach materials. Products must be submitted in an electronic format that can be easily changed. All products will be submitted to EGLE for review and approval prior to printing/distribution.	WPC	Draft and final outreach products
3.b	2500 full color, 2 sided door hangers 7500 full color, 2 sided rack cards (2500 each of 3 different designs) 30 Acrylic rack card displays 2500 full color, 2 sided postcards	Contractor	Photo of printed products
3.c	Purchase tent, tables, and materials for display booths	WPC	Tent and tables, photos
3.d	Display booths at community events	WPC & WS	Photos, List of events
3.e	Track distribution	WPC & WS	Number of materials distributed

Task 4 – Grant Administration and Close Out - (10%)			
Sub-task	Description	Staff*	Products
4.a	Submit electronic copies of all project-related photos	WPC	Photos
4.b	Develop and submit quarterly status reports following EGLE guidance, including submitting documentation per the Status Report and Project Documentation Requirements within 30 days of the end of each quarter.	WPC	Quarterly reports including documentation
4.c	<p>Provide draft and final products and deliverables.</p> <p>Acknowledgement of EGLE funding on Information/Education (I/E) products will be done in accordance with the <i>Acknowledgement on I/E Products</i> Guidance.</p> <p>Data will be collected in electronic format and provided to EGLE according to the <i>Providing Electronic Versions of Grant Products</i> Guidance</p>	WPC	Draft and final electronic products in original file formats
4.d	Submit a project fact sheet utilizing the EGLE template with the final quarterly status report.	WPC	Fact Sheet

TIMELINE

Task	Oct – Dec 2024	Jan – Mar 2025	Apr – Jun 2025	Jul – Sep 2025
Task 1. Purchase Equipment				
1.a Flat Bottom Watercraft	X			
1.b Identify outfalls	X		X	
1.b Sewer Camera	X			
Task 2. Storm Drain Markers				
2.a. Design storm drain markers, Submit draft to EGLE	X			
2.b. Purchase markers and adhesive	X			
2.c. Recruit community groups		X		
2.d. Installation training		X	X	
2.e. Installation of storm drain markers			X	X
Task 3. Creation and Distribution of Printed Materials Focused on Stormwater Awareness				
3.a. Design materials, submit to EGLE for review	X			
3.b. Have materials printed	X	X		
3.c. Purchase display booth materials	X			
3.d. Set up display booths at community events	X	X	X	X
3.e. Track distribution quantities	X	X	X	X
Task 4. Grant Administration and Close Out				
4.a. Submit photos	X			
4.b. Submit quarterly status reports, including documentation		X	X	X
4.c. Submit after draft and final products in original formats				X
4.d. Submit Fact Sheet				X



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

WATER RESOURCES DIVISION
NONPOINT SOURCE PROGRAM
PROJECT BUDGET FORM

Grantee Name: City of Flint Water Pollution Control

Project Name: Flint River Watershed Support

Tracking Code Number: 2024-0244

	GRANT AMOUNT
Staffing	\$ -
Fringes	\$ -
STAFFING AND FRINGE BENEFITS Subtotal	\$ -

	HOURS or UNITS	RATE or TOTAL	
CONTRACTUAL SERVICES			
Creative Printing - Design Setup Fees	1.00	\$ 150.00	\$ 150.00
Creative Printing - Print Services	1.00	\$ 1,850.00	\$ 1,850.00
Booth Fees for Community Events	1.00	\$ 1,000.00	\$ 1,000.00
Boating Safety Training	1.00	\$ 1,000.00	\$ 1,000.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
CONTRACTUAL SERVICES Subtotal			\$ 4,000.00

	QUANTITY	COST	
SUPPLIES, MATERIALS AND EQUIPMENT			
SUPPLIES & MATERIALS (itemize)			
Drinks/Snacks for Volunteer Groups	1	\$ 1,500.00	\$ 1,500.00
Sewer Camera	1	\$ 3,000.00	\$ 3,000.00
Storm Drain Markers	1	\$ 13,000.00	\$ 13,000.00
Storm Drain Marker Adhesive	1	\$ 2,000.00	\$ 2,000.00
Tent/Tables for Display Booths	1	\$ 500.00	\$ 500.00
Boating equipment	1	\$ 1,000.00	\$ 1,000.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
SUPPLIES AND MATERIALS Subtotal			\$ 21,000.00

EQUIPMENT (any item over \$10,000)			
Flat Bottomed Watercraft	1	\$ 15,000.00	\$ 15,000.00
		\$ -	\$ -
EQUIPMENT Subtotal			\$ 15,000.00
SUPPLIES, MATERIALS AND EQUIPMENT Subtotal			\$ 36,000.00

TRAVEL			
MILEAGE			\$ -
LODGING			\$ -
MEALS			\$ -
OTHER TRAVEL (itemize)			
		\$ -	\$ -
		\$ -	\$ -
TRAVEL Subtotal			\$ -

PROJECT Subtotal			\$ 40,000.00
INDIRECT COSTS	0.00%	Rate	\$ -
TOTAL GRANT BUDGET			\$ 40,000.00

SUMMARY OF INDIRECT CHARGES:



RESOLUTION NO.: 240434.1
PRESENTED: 9-23-2024
ADOPTED: _____

AMENDED RESOLUTION TO UTILIZE OPIOID SETTLEMENT FUNDS FOR MENTAL HEALTH REFERRALS AND SERVICES SUPPORT – FLINT ODYSSEY HOUSE, INC.

WHEREAS, The City of Flint as a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the State of Michigan, has accepted settlement regarding the 2022 National Settlements of the National Prescription Opiate Litigation for the City of Flint (MDL NO. 2804); and

WHEREAS, Flint City Council recommends funding up to \$36,000.00 for Flint Odyssey House, Inc. for Mental Health Referrals and Services Support, and to be funded by the Opioid Settlement Fund; and

WHEREAS, Flint Odyssey House, Inc. has utilized its resources to assist the citizenry of the City of Flint through peer health coaching, sustained formal and informal abstinence support networks, and educational guidance to increase recovery and harm reduction. This resolution will replace previously passed resolution #230414; and

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
288-612.015-801.000	ONOS-OPDST22	\$36,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to allocate Opioid Settlement Funds for funding to Flint Odyssey House, Inc. in an amount not to exceed \$36,000.00 to be used for Mental Health Referrals and Services Support.

For the City:

Clyde D. Edwards, City Administrator

Approved as to Form:

Joseph Kuptz, Acting City Attorney

For the City Council:

Approved as to Finance:

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 19, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION TO UTILIZE OPIOD SETTLEMENT FUNDS FOR MENTAL HEALTH REFERRALS AND SERVICES SUPPORT – FLINT ODYSSEY HOUSE, INC.

PREPARED BY: Nicholas Byard, ARPA Contract Coordinator (for Emily Doerr)

VENDOR NAME: Flint Odyssey House, Inc.

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Peer recovery coaching services will be provided to a person beginning a personal journey of recovery from active substance use disorders and co-occurring mental health disorders into Flint Odyssey House, Inc. full continuum care or another licensed SUD/Concurring Mental Health provider. The community-based peer recovery coaching helps to remove barriers and obstacles, assists with practices of abstinence or harm reduction, and links residents to resources in the recovery community.

Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
FY24	101-729.003-801.000	\$75,000.00	\$75,000.00	\$0.00	240123



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

Peer recovery coaching services are currently restricted to Flint residents actively enrolled in a licensed substance use disorder facility, whereas this project seeks to expand recovery coaching services outside of the facility to the Flint community.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor	Professional Servies	288-612.015-801.000	ONOS-OPDST22	\$36,000.00
		FY25 GRAND TOTAL		\$36,000.00

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

BUDGET YEAR 1 \$36,000.00

BUDGET YEAR 2

BUDGET YEAR 3

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



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: CL Date: 09/20/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Emily Doerr
Emily Doerr (Sep 20, 2024 09:56 EDT)
(Name, Title)

Signature: CL

Email: clinseman@cityofflint.com

RESOLUTION: 240435-T

PRESENTED: 9-23-2024

ADOPTED: SEP 23 2024

**RESOLUTION FOR A VOTERS NOT POLITICIANS EDUCATION FUND GRANT
AWARD TO THE FLINT CITY CLERK'S OFFICE TO SUPPORT COMMUNICATIONS
AND PUBLIC RELATIONS FOR THE NOVEMBER 5, 2024 GENERAL ELECTION**

BY THE CITY CLERK:

Count MI Vote Education Fund, dba Voters Not Politicians Education Fund, is a Michigan non-profit, grassroots pro-democracy organization that is leading efforts to engage with Michigan's state legislators to pass good-governance reforms to protect voting rights, strengthen democracy, and ensure political power remains in the hands of the voters; and

The Voters Not Politicians Education Fund has decided to award the Flint City Clerk's Office a grant, in the amount of \$14,000.00, to support its communications and public relations efforts for the November 5, 2024 General Election. The grant period for this award begins upon receipt of the funding and continuing through November 6, 2024; and

The Grant Code for this grant award is OCMIV-VNP24, and the Account Number is 296-101.024-850.000.

IT IS RESOLVED, that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Count MI Vote Education Fund, dba Voters Not Politicians Education Fund to the Flint City Clerk's Office to support communications and public relations efforts for the November 5, 2024 General Election, and to abide by the terms and conditions of the grant award agreement, in the total award amount of \$14,000.00.

FURTHER RESOLVED, that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

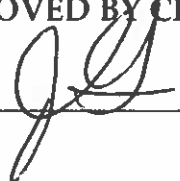
Joseph Kuptz, Acting City Attorney

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator



VOTERS NOT POLITICIANS EDUCATION FUND 2024 SUBGRANT AGREEMENT

This subgrant agreement ("Agreement") is entered into between Count MI Vote Education Fund d/b/a Voters Not Politicians Education Fund, a Michigan non-profit corporation ("Grantor") and City of Flint–City Clerk's Office("Grantee") (collectively, the "Parties"). Grantee agrees to provide services ("Services") supporting Communications/Public Relations("Project") upon the terms and conditions set forth in Schedule A.

1. **Grant Period:** The subgrant period shall commence on the Date of Execution and expire on [November 6, 2024], unless terminated by one of the parties in accordance with Paragraph 6 of this Agreement. The Date of Execution is the date as of which both Parties have executed the Agreement.
2. **Grant Funds:**
 - a. The Voters Not Politicians Education Fund shall grant **\$14,000.00** to [City of Flint–City Clerk's Office] for the services and fees in Schedule A.
 - b. Subgrant funds shall be used by Grantee for the sole purpose of furnishing Services during the Grant Period. Grantee agrees to repay any portion of unused funds remaining at the end of the Grant Period.
 - c. Grantee shall not use any of the subgrant funds to engage in lobbying activities, to influence any election, to engage in any political activity or any other activity that is prohibited by Section 501(c)(3) of the Internal Revenue Code, or to support any person or organization engaged in terrorist activity.
3. **Compliance:** Grantee agrees to comply with all applicable laws, rules and regulations. Grantee represents to Grantor that (i) it has obtained all licenses, permits, and/or approvals necessary for the performance of the Services, and (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, or approvals or in violation of any applicable law or regulation.
4. **No Liability for Grantor:** Grantee shall furnish evidence to Grantor of adequate insurance coverage for all activities identified in Schedule A. Grantee shall release, indemnify, and forever hold harmless Grantor for any liabilities arising out of Grantee's activities in relation to this Agreement.
5. **Reporting:** Grantee agrees to submit within thirty (30) days after the end of the

Grant Period, a report on Services performed, which includes (1) a certification that all uses of grant funds were and are consistent with charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code; and (2) an accounting of how grant funds were used.

6. **Confidential Information:** During or after the Grant Period, Grantor or third parties may disclose to the Grantee, or the Grantee may otherwise encounter, certain confidential, non-public information relating to the Grantor ("Confidential Information"). The term "Confidential Information" means any information or material which is proprietary to the Grantor, whether or not owned or developed by the Grantor, which is not generally known other than by the Grantor, and which the Grantee may obtain through any direct or indirect contact with the Owner or third parties. Notwithstanding any other provision of this Agreement, no formal identification of written information or other materials as Confidential Information shall be required to protect the same as Confidential Information hereunder. Grantee agrees to use Grantor's Confidential Information solely to carry out its duties in accordance with this Agreement, and not for any other purpose. Grantee shall hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity without the prior written consent of the Grantor. **This provision shall remain in force in perpetuity, notwithstanding the expiration or termination of this Agreement.**
7. **Termination:** This Agreement may be terminated (1) **prior to the start of the Grant Period**, by either party, in writing, with or without cause, at any time; or (2) **during the Grant Period** by either party, with or without cause, with thirty (30) days written notice sent to jamie@votersnotpoliticians.com on behalf of Grantor or [Davina Donahue, City Clerk] on behalf of Grantee, respectively. Grantee will be responsible for rendering Services through the expiration or termination date, whichever occurs first. Grantor shall not be obligated to compensate Grantee for any Services rendered or costs or expenses incurred after the termination or expiration of this Agreement. Grantee shall be entitled only to a pro rata share of the Grant Funds for partial performance of Services during the Grant Period.
8. **Independent Contractor:** The relationship between Grantor and Grantee intended to be created by this Agreement is that of client and independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Grantee shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Grantor. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

9. Materials & Information. Grantor is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for Grantee to perform the Services. Grantee acknowledges that Grantee shall not acquire any intellectual property rights to any materials furnished by Grantor or any and all content and visual designs created, produced, delivered, or managed by Grantee on behalf of Grantor pursuant to this Agreement, except the limited, non-exclusive right to use such materials in furtherance of Grantee's provision of Services, even if suggestions, comments or ideas made by Grantee are incorporated into the materials.
10. Publicity: Limited License to Use. Grantee agrees to acknowledge "Voters Not Politicians Education Fund" at Grantor's discretion, in all press releases, news conferences and other media contacts concerning Services funded by the Grant Funds. Grantor reserves all rights to its service marks, logos and branding, registered or unregistered ("Marks"), and the right to revoke permission to use any Marks for any reason.
11. Conflicts of Interest. Grantee shall immediately disclose any other clients that may pose a conflict of interest with Grantor. Grantee agrees that it shall not convey to, or use in connection with any work for, any other client of Grantee, any information whatsoever about the strategy, plans, projects, activities or needs of Grantor, or any other information obtained from and/or used in connection with providing services to Grantor hereunder. Grantee agrees that it shall not convey to, or use in connection with any work for, Grantor, any information whatsoever about the strategy, plans, projects, activities or needs of any other client of Grantee, or any other information obtained from and/or used in connection with providing services to such other client. Grantee represents and warrants that neither Grantee nor any affiliate of Grantee shall, without the express, written agreement of Grantor: (a) pay any portion of any payment made hereunder to any third party, or (b) receive any payment from any third party in the form of a subcontracting fee, referral commission, finder's fee or other similar arrangement in connection with any work for Grantor. Grantee agrees to cooperate in good faith with any reasonable request made by Grantor to confirm the accuracy of the representations and warranties made hereunder. Grantee further agrees to indemnify Grantor for any breach of the representations and warranties made hereunder. The foregoing covenants shall survive termination of this Agreement.
12. Additional Provisions. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Michigan without regard to its conflict

of law principles. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, and any attempted assignment without such consent will be void. The waiver of either party of a breach of this agreement shall not be construed as a waiver of any subsequent breach, nor shall any delay or omission on the part of a party to exercise or avail itself of any right or remedy operate as a waiver of any right or remedy.

13. Entire Agreement and Savings Clause. This Agreement embodies the entire understanding of the parties and there are no other Agreements or understandings, oral or written, between the parties relating to the subject matter thereof. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed on behalf of each of such parties by their respective representatives. In the event any part of this Agreement is adjudicated to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents on the date(s) written below. This Agreement shall not be binding until it is signed by Grantor and Grantee.

Grantor Voters Not Politicians Education Fund

By: _____ Date: _____
Jamie Lyons-Eddy, Executive Director

[Grantee]

By: _____ Date: _____
Name:
Position:
Organization:

Schedule A

Program & Deliverables

Funds will be utilized to address the City of Flint's Communications/Public Relations needs related to the November 2024 Election.

Payment Schedule

100% within 10 days of the Effective Date, upon Grantor's receipt of Form W-9 and invoice sent to votersnotpoliticians@bill.com and jamie@votersnotpoliticians.com.

240436-7

RESOLUTION: _____

PRESENTED: 9-23-2024

ADOPTED: SEP 23 2024

**RESOLUTION FOR AN INSTITUTE FOR RESPONSIVE GOVERNMENT GRANT
AWARD TO THE FLINT CITY CLERK'S OFFICE TO SUPPORT NONPARTISAN WORK
PLANNING AND OPERATIONALIZING ELECTION ADMINISTRATION**

BY THE CITY CLERK:

The Institute for Responsive Government is a nonpartisan, nonprofit organization whose mission is to help policy makers find solutions that make government more efficient, accessible, and responsive to the needs of real human beings; and

The Institute for Responsive Government has decided to award the Flint City Clerk's Office a grant, in the amount of \$60,000.00, to support its nonpartisan work planning and operationalizing secure, efficient and accessible election administration. The grant period for this award begins upon receipt of the funding and continuing through May 31, 2025; and

The Grant Code for this grant award is OIRG-SNPV24, and the Account Number is 296-101.224-977.000.

IT IS RESOLVED, that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Institute for Responsive Government to the Flint City Clerk's Office to support election administration, and to abide by the terms and conditions of the grant award agreement, in the total award amount of \$60,000.00.

FURTHER RESOLVED, that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph Kuptz, Acting City Attorney

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator



IRG1-06886

Thursday, September 19, 2024
Flint City, Michigan

Dear City Clerk Davina Donahue,

I'm pleased to inform you that the Institute for Responsive Government ("Responsive Gov"), a nonpartisan, nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award the **Flint City Clerk's Office** ("Grantee") a grant to support its nonpartisan work planning and operationalizing secure, efficient, and accessible election administration. We based this decision on the information and materials provided in the **Flint City Clerk's Office** Grant Application ("Application"), which is incorporated into this Grant Agreement as an Appendix. A copy of the Application has been provided simultaneously with this Grant Agreement for your records.

The following is a description of the grant:

- **Amount of Grant:** \$60,000
- **Public Purpose:** The grant funds must be used exclusively for the nonpartisan public purpose of planning and operationalizing secure, efficient, and accessible election administration in **Flint City, Michigan**. Examples of uses that fall within this public purpose include expenditures for the key human, physical, and technological assets that the U.S. Department of Homeland Security has identified as necessary to conduct elections.*

Before Responsive Gov transmits these grant funds, an authorized representative of the **Flint City Clerk's Office** must sign this agreement ("Grant Agreement"). By signing the Grant Agreement, the **Flint City Clerk's Office** agrees to comply with all **United States, Michigan, and Flint City** laws and regulations, including but not limited to those relating to taxes, gifts, and private funding of elections ("Applicable Laws"), when accepting and using the grant funds. Grantee also agrees to accept and use the funds subject to the terms and conditions below.

By signing this Grant Agreement, you agree and certify the following:

1. The **Flint City Clerk's Office** is a U.S., state, or local government unit or political subdivision within the meaning of IRC section 170(c)(1). This grant shall be used only for the Public Purpose described above and for no other purposes.
2. The **Flint City Clerk's Office** is authorized to receive this grant from Responsive Gov, receipt of the grant does not violate any Applicable Laws, and Grantee represents that it has taken all steps, including necessary approvals, required to apply for, accept, and utilize the grant for the Public Purpose set forth above and in the Proposal.
3. Grantee has submitted an Application, which (among other things) sets forth the intended use of grant funds. That Application is incorporated into this Grant Agreement as an Appendix. Grantee shall commence expending this grant for the purposes identified in its Application upon receipt and may use the grant funds for such purposes until May 31, 2025. If Grantee needs to reallocate grant funds between the purposes identified in the Application, Grantee is permitted to do so without any notice to Responsive Gov so long as those purposes are consistent with the Public Purpose described above.
4. If Grantee uses any part of this grant to fund another organization, it will take reasonable steps to

ensure that any grant funds are used consistently with the Public Purpose of this grant and all of the terms and conditions of this Grant Agreement. Grantee further agrees that the grant funds may not be used. (1) to participate in, intervene in, or carry on, directly or indirectly (including the publishing or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or public referendum; (2) to engage in any effort to induce or encourage violations of law or public policy; (3) to cause any private inurement or improper private benefit to occur; or (4) for any purpose inconsistent with IRC Section 170(c)(2)(B), which relates to charitable, educational, scientific, religious, or literary purposes.

5. The **Flint City Clerk's Office** shall not share with Responsive Gov—and Responsive Gov will never ask for—non-public or confidential information about your jurisdiction's voters or voting systems.

6. Grantee shall produce a report documenting how this grant has been expended to support its public purpose described above. This report shall be provided to Responsive Gov by June 30, 2025.

7. The purpose of the grant is to supplement the funds available to the **Flint City Clerk's Office** and not to substitute for previously budgeted funds that would otherwise be provided to Grantee by **Flint City, Michigan** but for the grant. You represent and warrant to the best of your knowledge that **Flint City, Michigan** does not intend to reduce the **Flint City Clerk's** budget or fail to appropriate or provide previously budgeted funds to the **Flint City Clerk's Office** because it has received this grant.

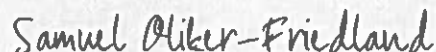
8. Responsive Gov may discontinue, modify, withhold part of, or ask for the return of all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met, (b) any of the representations or certifications by Grantee are inaccurate, or (c) Responsive Gov must do so to comply with Applicable Laws.

9. The grant term shall be June 1, 2024, through May 31, 2025, and is the period during which covered costs may be applied to this Grant. To request an extension of the grant term, Grantee must provide a written request, including a new requested end date, to Responsive Gov before the end date of the grant term. Grantee must receive an amendment to the Grant Agreement to expend funds beyond the grant term.

10. Beyond the rights and obligations specifically set forth in the Grant Application and this Grant Agreement, Responsive Gov claims no legal right to control or otherwise influence the Grantee's use of any funds provided pursuant to this Grant Agreement. Responsive Gov has no role or involvement in the operation or administration of elections conducted by **Flint City Clerk** as a result of this Grant Agreement, independent of the provision of the grant itself. Furthermore, it is expressly understood that by making this grant, Responsive Gov neither has or incurs any obligation to provide additional funding to the Grantee.

Please indicate that you accept and agree to these terms and conditions by having an authorized representative of your election jurisdiction sign and certify below. Please return a scanned copy of the signed letter via the link in your email at your earliest convenience. If needed, you may also return it via email at grants@responsivegov.org.

Sincerely,



Sam Oliker-Friedland
Executive Director
Institute for Responsive Government

By signing this Grant Agreement, I certify that I am authorized to bind the Flint City Clerk's Office to the terms and conditions of the Grant Agreement and that the Flint City Clerk's shall fully comply with the Grant Agreement including all restrictions on the use of funds.

Accepted on behalf of Flint City Clerk

By: _____

Title: _____

Date: _____

APPENDIX: Flint City, Michigan *A More Responsive Government 2024 Grant Program* Grant Application
Submitted to the Institute for Responsive Government

* See U.S. Department of Homeland Security, Cybersecurity and Infrastructure Security Agency, 2020
Election Infrastructure Subsector-Specific Plan, at 3-4 (2020), available at
https://www.cisa.gov/sites/default/files/publications/election_infrastructure_subsector_specific_plan.pdf
.

Application Summary

Please review the application summary below. To make a change, use the "Back" button at the bottom of this page.

Office Information

Office: Flint City Clerk, Genesee County

State: MI

Jurisdiction: Flint city, MI

Office Website: <https://www.cityofflint.com/elections/>

Physical Address: 1101 S. Saginaw Street Room 201C, Flint, MI 48502

Mailing Address: The office mailing address is the same as the physical address above

How many active registered voters does your jurisdiction have as of June 2024?: 52600

Approximately how many full time staff (or equivalent) do you have on your election team?: 5

Jurisdiction's total one-year budget allocated to elections for the fiscal year that includes June 2024?:
725501.00

Please upload a copy of your elections budget for the fiscal year that includes June 2024. [Elections Budget \(City of Flint, Michigan\) Period Ending 6-30-2024 \(FY 2024\) ELECTIONS ONLY.pdf](#)

Applicant Information

Applicant Name: Davina Donahue

Applicant Job Title: City Clerk

Applicant Email: ddonahue@cityofflint.com

Share a link to an official government page that contains your bio or lists you in a staff directory:

<https://www.cityofflint.com/city-clerk/>

Phone Number - Desk: 8107667414

Phone Number - Work Mobile: 8104498711

Grant Information

Amount Requested: \$60,000.00

Human Expenses: Temporary/Seasonal Support Positions

Physical Expenses: Voting Locations, Technical Facilities, Administrative Facilities, Voting Hardware

Technological Expenses: Public Information Systems

Other Expenses:

Briefly describe how you anticipate using the grant funds: We would utilize the grant funds to provide support staff for equipment maintenance and ballot box retrieval up to and including election day, basic supplies for precincts, as well as the main office, for addition public information systems, early voting assistance, and any other expense that isn't covered by our existing budget.

Title of Individual Signatory Authorized to Sign a Grant Agreement: City Clerk

Name of Individual Signatory (if applicable): Davina Donahue

Optional Questions

Why are you seeking this additional source of funding? We're piloting something new, and if it works, we'll include it in future budgets., We get by with our current budget but want to upgrade beyond the bare

minimum., Our current budget is sufficient, so we'll use this grant to go above-and-beyond.

In the context of your annual elections budget, what impact will this funding have on your election operations? A massive impact

240191

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, by amending Section 31-10, Disorderly Conduct and Disorderly Persons, which shall read in its entirety as follows:

§31-10. DISORDERLY CONDUCT, ASSAULT AND BATTERY, AND DISORDERLY PERSONS.

(A) Disorderly Conduct. Any Person who does any of the following is guilty of a misdemeanor:

- (1) Engages in any fight in a public place, except when doing so in defense of self or another individual;**
- (2) Remains in any public place after its regular closing hours after being told by an authorized person to leave;**
- (3) Conducts himself in any public place, or joins with one or more persons in a public place, and he or she knows or should know that, singly or together with others with whom he or she has joined, is unreasonably obstructing the free and uninterrupted passage of the public along any street or sidewalk. This subsection shall not be interpreted to conflict with the regulations of the National Labor Relations Board regarding picketing in labor disputes;**
- (4) Persists in disturbing the public peace and quiet by loud or aggressive conduct, after having been clearly informed by Persons affected that he or she is in fact unreasonably causing a disturbance. Notice need not be given when such Persons affected reasonably believe that to do so would constitute a risk to their personal safety;**
- (5) Persists in disturbing the peace and orderly conduct of any meeting of a public body or any meeting open to the general public by any conduct or communication that inflicts injury, tends to incite an immediate breach of peace, or prevents the peaceful and orderly conduct of the meeting after having been clearly informed that he or she is in fact unreasonably causing a disturbance;**
- (6) Knowingly transports any Person, for consideration or the offer of consideration, to a place where prostitution, gambling, or illegal sale of alcoholic Liquor or a Controlled Substance is carried on, for the purpose of enabling the Person to be a customer in any of those activities;**
- (7) Knowingly harasses any other Person. Harass is defined as (i) any repeated nonverbal conduct that is specifically intended to frighten, embarrass, or anger the Person or Persons who are the object of that conduct, (ii) the Person accused has reason to know his or her**

actions will likely produce those reactions, or (iii) any repeated verbal communication that inflicts injury or incites an immediate breach of peace;

(8) Urinates or defecates on any public street or sidewalk, or on the floor of any building open to the public, or any other place in view of the public not specifically designated for that purpose;

(9) Throws any object from any moving vehicle, and he or she knows or should know that damage is likely to result to a person or property, directly or indirectly.

(10) Knowingly destroys, damages, or defaces, or removes any public property or other property not his or her own;

(11) Summons, without good reason, the Police department, Fire Department, any public or private ambulance, or any similar service, to go to any address where the service call is not needed;

(12) Intentionally makes or causes to be made any open exposure of the human male or female genitals, pubic area, buttocks, or female breast in any public place any building open to or frequented by the public, or any other place which is open to the public view;

(13) Makes, aids or assists in making any riot, disturbance, or improper diversion;

(14) Aids or assists in collecting a crowd for any unlawful purpose;

(15) Commits any breach of the peace; or

(16) Loiters, frequents, or remains on or in any public place or private property for the purpose of unlawfully using, possessing, offering sale, selling, furnishing, or dispensing any controlled substance or drug paraphernalia.

(B) Assault and Battery. Any person who:

(1) Assaults or assaults and batters an individual is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine or not more than \$500.00, or both.

(2) Assaults or assaults and batters his or her spouse or former spouse, an individual with whom he or she has or has had a dating relationship, an individual with whom he or she has had a child in common, or a resident or former resident of his or her household, is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both.

(C) THREATS AGAINST LOCAL PUBLIC OFFICIALS: ANY PERSON WHO MAKES A THREAT TO KILL OR PHYSICALLY INJURE ANY PUBLIC OFFICIAL OR CAUSE PROPERTY DAMAGE TO PROPERTY OWNED BY A PUBLIC OFFICIAL IS GUILTY OF A MISDEMEANOR.

(GD) As used in this section:

(1) *Controlled substance* shall have the same meaning as in §31-22.

(2) *Drug paraphernalia* shall have the same meaning as in §31-22.

(3) *Dating relationship* means frequent, intimate associations primarily characterized by the expectation of affectional involvement. This term does not include a casual relationship or an ordinary fraternization between 2 individuals in a business or social context.

(4) **LOCAL PUBLIC OFFICIAL MEANS AN ELECTED OR APPOINTED OFFICIAL OR EMPLOYEE OF A LOCAL UNIT OF GOVERNMENT.**

(5) **THREAT MEANS THE EXPRESSION OF AN INTENT TO COMMIT AN ACT OF UNLAWFUL VIOLENCE TO A PARTICULAR INDIVIDUAL, INDIVIDUALS, OR THEIR PROPERTY, WITHOUT REGARD AS TO WHETHER THE MAKER OF THE THREAT ACTUALLY INTENDS TO CARRY OUT THE THREAT.**

Sec. 2. This Ordinance shall become effective 30 days after enactment.

Adopted this ____ day of _____, 2024.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

240192.1

ORDINANCE NO. _____

An Ordinance to amend Chapter 46, Utilities, Article II, Water Supply and Sewage Disposal System, of the Flint City Code of Ordinances, by the addition of Division 5, Replacement of Lead Service Lines.

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

Sec. 1. An Ordinance to amend Chapter 46, Utilities, Article II, Water Supply and Sewage Disposal System, by the addition of Division 5, Replacement of Lead Service Lines, which shall read in its entirety:

DIVISION 5: REPLACEMENT OF LEAD SERVICE LINES

§46-75. Purpose and Definitions.

- (a) **Purpose.** The purpose of this ordinance is to provide for the removal and replacement of all lead service lines in the City of Flint.
- (b) **Definitions.** As used in this ordinance the following words shall have the following meaning:
 - (1) *Service Line* shall mean the pipe or conduit located on a parcel of property which connects any building, dwelling or structure in the City of Flint to the City of Flint's public water distribution system.
 - (a) The *private side* of a service line shall mean that portion of the service line which extends from the building, dwelling or structure to the beginning of a public right of way.
 - (b) The *public side* of a service line shall mean that portion of the service line which extends on, under or through a public right of way.
 - (2) *Lead Service Line* shall mean a service line that is made of lead or galvanized steel.
 - (3) *Owner* shall mean any person or entity which holds legal or equitable title to any parcel of property in the City of Flint upon which a service line is located. The term *Owner* shall include the executor, trustee, guardian or receiver of an estate or trust which holds legal or equitable title to a parcel of property, including a mortgagee or vendee in possession.

§46-76. Lead Service Lines Declared a Public Nuisance, Replacement

- (a) The existence of a lead service line or lines in the City of Flint is declared a public nuisance and may be abated as provided by law.

- (b) The absence of City records indicating that the service line was inspected and/or replaced after 2015 at any given property shall create a rebuttable presumption that a lead service line exists at that property.
- (c) A lead service line may be replaced at no expense to the owner of the property under the Lead Service Line Replacement Program as described in §46-77 of this ordinance.

§ 46-77. Lead Service Line Replacement Program

- (a) A Lead Service Line Replacement Program shall be managed by the City of Flint Department of Public Works.
- (b) The Lead Service Line Replacement Program shall replace any lead service line in the City of Flint, at no expense to the owner of the property, on a schedule to be determined by the City.
- (c) To participate in the Lead Service Line Replacement Program, an owner must:
 - (1) Register with the City of Flint Department of Public Works in a form acceptable to the Department of Public Works;
 - (2) Grant the agents, employees and/or contractors of the City of Flint, permission to enter the property upon which the lead service line is located or believed to be located, during any daylight hours, for the purpose of replacing the lead service line.
- (d) Failure of an owner to participate in the Lead Service Line Replacement Program shall constitute a public nuisance subject to abatement.
- (e) The deadlines of this subsection may be extended by the City of Flint Department of Public Works for good cause.

§ 46-78. Violation and Remedies

- (a) An owner who fails to comply with the provisions of this ordinance shall be responsible for a municipal civil infraction as provided under § 1-13 to § 1-20 of the Flint City Code of Ordinances.
- (b) The City attorney for the City of Flint may maintain an action to enforce the provisions of this ordinance and may seek equitable relief to abate any nuisance.
- (c) An owner who violates the provisions of this ordinance shall also be liable for the costs of any action to abate a nuisance under this ordinance, including reasonable attorneys fees, but not including the costs of inspecting and/or replacing a service line.

Sec. 2. This Ordinance shall become effective 30 days after enactment.

Adopted this ____ day of _____, 2024.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

William Y. Kim, City Attorney



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 7/17/2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Lead Service Line Replacement Ordinance

PREPARED BY: William Kim, City Attorney

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

This ordinance declares that the existence of lead service lines (Lead Service Line) in the City is a nuisance subject to abatement as provided for under state statute and local ordinance. Property owners are required to either replace the Lead Service Lines at their own expense or sign up with the City's LSL replacement program. Failure to comply with the ordinance is designated a municipal civil infraction.

Proposed ordinance revised to address concerns raised by EGLE regarding potential conflicts with Mich. Admin Code R. 325.10604f(6).

PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

N/A

POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

Facilitating the replacement of remaining lead service lines in the City of Flint.

FINANCIAL IMPLICATIONS:

Enactment of this ordinance will not itself create additional financial implications, but replacement of lead service lines will require funding.

BUDGETED EXPENDITURE? YES ☐ NO ☒ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY24 GRAND TOTAL		

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$N/A

BUDGET YEAR 2 \$N/A

BUDGET YEAR 3 \$N/A

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

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

DEPARTMENT HEAD SIGNATURE:

William Kim, City Attorney

ORDINANCE NO. _____

An Ordinance to amend Chapter 46, Utilities, Article II, Water Supply and Sewage Disposal System, of the Flint City Code of Ordinances, by the addition of Division 5, Replacement of Lead Service Lines.

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

Sec. 1. An Ordinance to amend Chapter 46, Utilities, Article II, Water Supply and Sewage Disposal System, by the addition of Division 5, Replacement of Lead Service Lines, which shall read in its entirety:

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DIVISION 5: REPLACEMENT OF LEAD SERVICE LINES

§46-75. Purpose and Definitions.

- (a) **Purpose.** The purpose of this ordinance is to provide for the removal and replacement of all lead service lines in the City of Flint.
- (b) **Definitions.** As used in this ordinance the following words shall have the following meaning:
 - (1) *Service Line* shall mean the pipe or conduit located on a parcel of property which connects any building, dwelling or structure in the City of Flint to the City of Flint's public water distribution system.
 - (a) The *private side* of a service line shall mean that portion of the service line which extends from the building, dwelling or structure to the beginning of a public right of way.
 - (b) The *public side* of a service line shall mean that portion of the service line which extends on, under or through a public right of way.
 - (2) *Lead Service Line* shall mean a service line that is made of lead or galvanized steel.
 - (3) *Owner* shall mean any person or entity which holds legal or equitable title to any parcel of property in the City of Flint upon which a service line is located. The term *Owner* shall include the executor, trustee, guardian or receiver of an estate or trust which holds legal or equitable title to a parcel of property, including a mortgagee or vendee in possession.

§46-76. Lead Service Lines Declared a Public Nuisance, Replacement

- (a) The existence of a lead service line or lines in the City of Flint is declared a public nuisance and may be abated as provided by law.

(b) The absence of City records indicating that the service line was inspected and/or replaced after 2015 at any given property shall create a rebuttable presumption that a lead service line exists at that property.

~~(c) The owner of the property upon which the lead service line is located shall be responsible for determining how the lead service line will be replaced.~~

(dc) A lead service line may be replaced at no expense to the owner of the property under the Lead Service Line Replacement Program as described in §46-77 of this ordinance.

~~(e) An owner who does not wish to participate in the Lead Service Line Replacement Program shall arrange to have a licensed plumber or other qualified service provider replace the lead service line within one year of the effective date of this ordinance.~~

~~(f) The City of Flint shall not be required to reimburse an owner who does not wish to participate in the Lead Service Line Replacement Program for any cost or expense associated with replacing the lead service line.~~

§ 46-77. Lead Service Line Replacement Program

(a) A Lead Service Line Replacement Program shall be managed by the City of Flint Department of Public Works.

(b) The Lead Service Line Replacement Program shall replace any lead service line in the City of Flint, at no expense to the owner of the property, on a schedule to be determined by the City.

(c) To participate in the Lead Service Line Replacement Program, an owner must:

(1) Register with the City of Flint Department of Public Works in a form acceptable to the Department of Public Works;

(2) Grant the agents, employees and/or contractors of the City of Flint permission to enter the property upon which the lead service line is located or believed to be located, during any daylight hours, for the purpose of replacing the lead service line.

~~(d) An owner who does not participate in the Lead Service Line Replacement Program shall provide the City of Flint Department of Public Works with the following documentation to prove the private side of a lead service line has been replaced:~~

~~(1) The name, address and telephone number of the licensed plumber or other qualified service provider that replaced the private side of the lead service line; and~~

~~(2) An invoice, receipt, or other documentation showing that the private side of the lead service line has been replaced, the prior service line composition, and on what date the replacement occurred.~~

(ed) Failure of an owner to participate in the Lead Service Line Replacement Program shall constitute a public nuisance subject to abatement.

- (c) ~~The deadlines of this division-subsection~~ may be extended by the City of Flint Department of Public Works for good cause.

§ 46-78. Violation and Remedies

- (a) ~~An owner who fails to comply with the provisions of this ordinance, and or who fails to cause or arrange for the removal of a lead service line from the owner's property,~~ shall be responsible for a municipal civil infraction as provided under § 1-13 to § 1-20 of the Flint City Code of Ordinances.
- (b) The City attorney for the City of Flint may maintain any action to enforce the provisions of this ordinance and may seek equitable relief to abate any nuisance.
- (c) ~~Any owner person who violates the provisions of this ordinance shall also be liable for the costs of this any action to abate a nuisance under this ordinance, including a reasonable attorneys' fees, but not including the costs of inspecting and or replacing a service line.~~

Sec. 2. This Ordinance shall become effective 30 days after enactment.

Adopted this ____ day of _____, 2024.

FOR THE CITY:

For the City Council

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

William Y. Kim, City Attorney



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 5-17-2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Lead Service Line Replacement Ordinance

PREPARED BY: William Kim, City Attorney

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

This ordinance declares that the existence of lead service lines (Lead Service Line) in the City is a nuisance subject to abatement as provided for under state statute and local ordinance. Property owners are required to either replace the Lead Service Lines at their own expense or sign up with the City's LSL replacement program. Failure to comply with the ordinance is designated a municipal civil infraction.

Proposed ordinance revised to address concerns raised by EGLE regarding potential conflicts with Mich. Admin Code R. 325.10604(6).

PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

N/A

POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

Facilitating the replacement of remaining lead service lines in the City of Flint.

FINANCIAL IMPLICATIONS:

Enactment of this ordinance will not itself create additional financial implications, but replacement of lead service lines will require funding.

BUDGETED EXPENDITURE? YES ☐ NO ☒ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY24 GRAND TOTAL		

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: _____

ACCOUNTING APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$N/A

BUDGET YEAR 2 \$N/A

BUDGET YEAR 3 \$N/A

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

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

DEPARTMENT HEAD SIGNATURE:

William Kim, City Attorney

240342

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, by amending ~~and renumbering Section 31-20.3~~ Section 31-16.2, Fireworks, which shall read in its entirety as follows:

§31-16.2. FIREWORKS.

(a) *Definitions.* As used in this section:

APA STANDARD 87-1. 2001 APA standard 87-1, standard for construction and approval for transportation of fireworks, novelties, and theatrical pyrotechnics, published by the American Pyrotechnics Association of Bethesda, Maryland.

ARTICLES PYROTECHNIC. Pyrotechnic devices for professional use that are similar to Consumer Fireworks in chemical composition and construction but not intended for consumer use, that meet the weight limits for Consumer Fireworks but are not labeled as such, and that are classified as UN0431 or UN0432 under 49 CFR 172.101.

CONSUMER FIREWORKS. Fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR Parts 1500 and 1507, and that are listed in APA Standard 87-1, 3.1.2, 3.1.3, OR 3.5. Consumer Fireworks does not include Low-Impact Fireworks.

DISPLAY FIREWORKS. Large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as provided in 27 CFR 555.11, 49 CFR 172, and APA Standard 87-1, 4.1.

FIREWORK OR FIREWORKS. Any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of Consumer Fireworks, Low-Impact Fireworks, Articles Pyrotechnic, Display Fireworks and special effects.

LOW-IMPACT FIREWORKS. Ground and handheld sparkling devices as that phrase is defined under APA Standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, AND 3.5.

(b) *Permit for use of fireworks; application; purpose of use; age limitation.*

(1) The Fire Marshal, upon application in writing, on forms provided by the Fire Department, may grant a permit for the use of fireworks otherwise prohibited within the corporate limits, manufactured for public display by municipalities, fair associations, amusement parks, or other organizations or groups of individuals approved by the City, if the applicable provisions of this section are complied with. A permit granted under this subsection shall not be transferable, nor shall a permit be issued to a person under the age of 18 years.

(2) The Fire Marshal, upon application in writing, may grant a permit, on forms provided by the Fire Department, to a resident wholesale dealer or jobber to have in his/her possession

within the corporate limits. A permit granted under this subsection is not transferable, nor shall a permit be issued to a person under the age of 18 years.

(3) Before a permit for a pyrotechnic display is issued, the person, firm, or corporation making application shall furnish proof of financial responsibility by a bond or insurance in an amount deemed necessary by the Fire Marshal to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the person, firm, or corporation, or an agent or employee thereof, in the amount, character, and form the Fire Marshal determines necessary for the protection of the public.

(4) A permit shall not be issued to a nonresident person, firm, or corporation for conduct of a pyrotechnic display in this State until the person, firm, or corporation has appointed in writing a resident member of the bar of this State or a resident agent to be his legal representative upon whom all process in an action or proceeding against him may be served.

(5) The Fire Marshal shall rule on the competency and qualifications of operators of pyrotechnic displays, as the operator has furnished in his application form, and on the time, place, and safety aspects of the displays before granting permits.

(c) *Use of Consumer Fireworks.*

(1) Except as provided in paragraph (2) and (3) below, it shall be unlawful for any person to ignite, discharge or use Consumer Fireworks, as that term is defined in section (a).

~~(2) A Person may ignite, discharge or use Consumer Fireworks between the hours of 8:00am and midnight on the day preceding, the day of, and the day after the following national holidays:~~

~~Martin Luther King, Jr. day, the 3rd Monday in January;~~

~~Washington's Birthday, the 3rd Monday in February;~~

~~Memorial Day, the last Monday in May;~~

~~Independence Day, July 4;~~

~~Labor Day, the 1st Monday in September;~~

~~Columbus Day, the 2nd Monday in October;~~

~~Veterans Day, November 11;~~

~~Thanksgiving Day, the 4th Thursday in November; and,~~

~~Christmas Day, December 25.~~

(2) A Person may ignite, discharge, or use Consumer Fireworks after 11:00am on the following days:

(i) December 31 until 1:00am on January 1.

(ii) The Saturday and Sunday immediately preceding Memorial Day until 11:45pm on each of those days.

(iii) June 29 to July 4 until 11:45pm on each of those days.

(iv) July 5, if that date is a Friday or Saturday until 11:45pm.

(v) The Saturday and Sunday immediately preceding Labor Day until 11:45pm on each of those days.

(3) ~~On New Year's Day, January 1, a Person may ignite, discharge or use Consumer Fireworks between the hours of 8:00am and 1:00am. On the day before and the day after New Year's Day, a Person may ignite, discharge or use Consumer Fireworks between the hours of 8:00am and midnight.~~

(4)(3) A Person shall not ignite, discharge, or use Consumer Fireworks on Public Property, school property, church property, or the property of another Person without the organization's or Person's express permission to use those Consumer Fireworks on those premises. Except as otherwise provided in this subsection, a Person that violates this subsection is responsible for a civil infraction and may be ordered to pay a civil fine of not more than Five Hundred Dollars (\$500.00).

(5)(4) Consumer Fireworks shall not be ignited, discharged or used by a Person under the influence of Alcoholic Liquor or Controlled Substances or a combination of both.

(6)(5) Low-Impact Fireworks shall not be ignited, discharged or used by a Person under the influence of Alcoholic Liquor or Controlled Substances or a combination of both.

(d) *Penalty provisions for violation.*

(1) Any Person who is in violation of this section is responsible for a civil infraction and may be ordered to pay a civil fine of not more than Five Hundred Dollars (\$500.00) for each violation.

(e) *Severability.*

The various parts, sections and clauses of this ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected.

Sec. 2. This Ordinance shall become effective this _____ day of _____, 2024, A.D.

Adopted this _____ day of _____, 2024, A.D.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney