



City of Flint, Michigan

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

Meeting Agenda – FINAL Monday, September 23, 2024 5:30 PM

City Council Chambers

CITY COUNCIL

Ladel Lewis, President, Ward 2
Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Jonathan Jarrett, Ward 9
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8

Davina Donahue, City Clerk

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRAYER OR BLESSING

READING OF DISORDERLY PERSON CITY CODE SUBSECTION

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

REQUEST FOR AGENDA CHANGES/ADDITIONS

PUBLIC HEARINGS

240192.6 Public Hearing/Ordinance 240192.1

A Public Hearing for Ordinance No. 240192.1, an amended 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). [NOTE: This ordinance shall become effective 30 days after enactment] [NOTE: Ordinance amended to address concerns raised by EGLE regarding potential conflicts with Mich. Admin Code.]

240342.6 Public Hearing/Ordinance 240342

A Public Hearing for Ordinance No. 240342, ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, by amending Section 31.16.2, Fireworks. [NOTE: This ordinance shall become effective 30 days after enactment]

PUBLIC COMMENT

Members of the public who wish to address the City Council or its committees must register before the meeting begins. A box will be placed at the entrance to the Council Chambers for collection of registrations. No additional speakers or slips will be accepted after the meeting begins.

Members of the public shall have no more than three (3) minutes per speaker during public comment, with only one speaking opportunity per speaker.

COUNCIL RESPONSE

Councilmembers may respond once to all public speakers only after all public speakers have spoken. An individual Councilmember’s response shall be limited to two (2) minutes.

RECONSIDERATIONS

240144 Administrative Consent Order/City of Flint/State of Michigan/Department of Environment, Great Lakes and Energy [EGLE]/Drinking Water and Environmental Health Division

Resolution resolving 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”). [NOTE: 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 and EGLE have tentatively agreed to resolve the violations alleged by EGLE through entry of an Administrative Consent Order.]

240227 Reallocation of ARPA Funds/Grants for Youth Job Training/Faith Foundation Resources

Resolution resolving 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.

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)

An ordinance to amend 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). [NOTE: This ordinance shall become effective 30 days after enactment.]

[NOTE: A PUBLIC HEARING FOR ORDINANCE NO. 240191 WAS HELD ON MONDAY, JUNE 10, 2024.]

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, April 22, 2024), the Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda – it shall be voted on or adopted without objection.

RESOLUTIONS (May Be Reconsidered)

240144 Administrative Consent Order/City of Flint/State of Michigan/Department of Environment, Great Lakes and Energy [EGLE]/Drinking Water and Environmental Health Division

Resolution resolving 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"). [NOTE: 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 and EGLE have tentatively agreed to resolve the violations alleged by EGLE through entry of an Administrative Consent Order.]

240227 Reallocation of ARPA Funds/Grants for Youth Job Training/Faith Foundation Resources

Resolution resolving 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.

SECOND READING AND ENACTMENT OF ORDINANCES (May Be Reconsidered)

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)

An ordinance to amend 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). [NOTE: This ordinance shall become effective 30 days after enactment.]

RESOLUTIONS

240235 Scheduling of a Public Hearing/Removal for Cause/Ethics and Accountability Board/Member Billie Danzler

Resolution resolving that 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, AND, resolving that Ms. Danzler may, at her own expense, be represented by legal counsel at this public hearing, AND, resolving 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. [NOTE: 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.” Ms. Danzler’s multiple violation of the City’s disorderly conduct ordinance constitutes a willful or grossly negligent discharge of her duties as member of the Ethics and Accountability Board and a public servant and is grounds for removal for cause.]

240324 Reallocation of ARPA Funds/Sarvis Park Neighborhood Association (SPNA)/Alternative Uses of Vacant Lots/Neighborhood Engagement Hub (NEH) as Fiduciary

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Neighborhood Engagement Hub [NEH] (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. [NOTE: This resolution will replace the previously passed Resolution No. 240143.]

240325.1 Amended Resolution/Opioid Settlement Funds/Flint Odyssey House, Inc./Mental Health Referrals and Services Support/Respond to the Impacts of the Pandemic

Amended resolution resolving 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. [NOTE: This resolution will replace the previously passed resolution No. 230414]. [NOTE: This resolution was amended by the City Council to change the funding source from ARPA Funds to Opioid Settlement Funds.]

240402-T Reallocation of ARPA Funds/First Responder Mental Health Reimbursement Program

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any 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.

240410-T Contract/Complete Towing Service/Police Department Towing and Storage Services

Resolution resolving that the proper City Officials are 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 No. 240289 recently adopted by the City Council on July 22, 2024.

240420-T MDOT Authorized Signatures/State Trunkline

Resolution resolving that the City of Flint authorizes Mayor Sheldon Neeley and City Administrator Clyde Edwards as authorized signatures to the MDOT Contract Number State Trunkline. [NOTE: The City of Flint and Michigan Department of Transportation (MDOT) agree to enter into a contract for the State Trunkline. MDOT requires names of officials authorized to sign the contract agreement.]

240421-T Funding Incentive/Workforce Innovation and Opportunity ACT (WIOA)/Genesee Shiawassee Thumb Michigan Works

Resolution resolving, 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, AND, further resolving 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 the amount not-to-exceed \$32,500.00 for FY25 (07/01/24-06/30/25).

240422-T Tetra Tech of Michigan, PC/WPC Asset Management Plan Update

Resolution resolving that the proper City Officials are 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.

240423-T Firefighter Turnout Gear Grant Award/State of Michigan Department of Labor and Economic Opportunity (LEO)

Resolution resolving 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 \$255,135.00 for FY25 (07/01/24-06/30/25), AND, further resolving 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).

240427-T Reallocation of ARPA Funds/Grants for Community Engagement and Beautification and External Minor Home Repairs/1st Ward Priorities/Neighborhood Engagement Hub as Fiduciary

Resolution resolving 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 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.

240428-T ARPA Funding/Blight Elimination Department/4th Ward Lawnmowing/4th Ward Priorities

Resolution resolving 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.

240429-T ARPA Funding/Asbury Community Development Center as Fiduciary/South Flint Soup Kitchen/8th Ward Priorities

Resolution resolving 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.

RESOLUTIONS (May Be Referred from Special Affairs)

240404-T Reallocation of ARPA Funds/North Flint Food Co-Op

Resolution resolving that 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 R.L. Jones Community Outreach Center, in the amount [of] \$250,000. 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.

240433-T Grant Acceptance/Michigan Department of Environment, Great Lakes, and Energy/Water Pollution Control

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to accept and appropriate grant 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, further resolving 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.

240434-T Resolution resolving 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.

SECOND READING AND ENACTMENT OF ORDINANCES

240192.1 Amended Ordinance/Amendment/Ordinance/Chapter 46 (Utilities)/Article II (Water Supply and Sewage Disposal System)/Division 5 (Replacement Lead Service Lines)

An amended 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). [NOTE: This ordinance shall become effective 30 days after enactment] [NOTE: Ordinance amended to address concerns raised by EGLE regarding potential conflicts with Mich. Admin Code.]

240342 Amendment/Chapter 31 (General Offenses)/Section 31-16.2 (Fireworks)

Ordinance to Amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, by amending Section 31.16.2, Fireworks. [NOTE: This ordinance shall become effective 30 days after enactment]

FINAL COUNCIL COMMENTS

Final Council Comments shall be limited to two (2) minutes.

ADJOURNMENT

240144



RESOLUTION NO.: _____
PRESENTED: 4-17-2024
ADOPTED: _____

**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 ADMINISTRATOR
Clyde Edwards, City Administrator

APPROVED AS TO FORM:

William Y. Kim
APPROVED AS TO FORM
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):

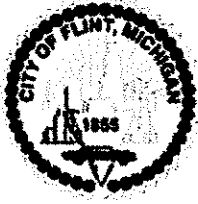
STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

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: JUN 05 2024

ADOPTED: _____

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 14:12 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

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 19:38 EDT

(Shelly Sparks-Green, Chief Resilience Officer)

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.

(D) 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.

FOR THE CITY:

For the City Council

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

240235



RESOLUTION NO.: _____

PRESENTED: 6-10-2024

ADOPTED: _____

**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: 8-7-2024

ADOPTED: _____

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:

For the City Council:

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

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



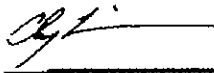
CITY OF FLINT STAFF REVIEW FORM

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 \$

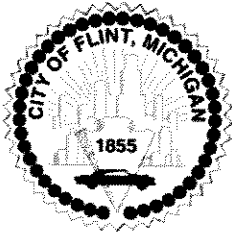
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: 
Emily Doerr (MFL 2024 16:26 EDT)
Emily Doerr, Director - Business and Community Services



RESOLUTION NO.: 240325.1

PRESENTED: 9-18-2024

ADOPTED: _____

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

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

The Flint City Council recommends funding up to \$36,000 for Flint Odyssey House, Inc. for Peer Recovery Coaching Services and to be funded by the Opioid Settlement Fund. 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.

For the City:

For the City Council:

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

Joseph Kuptz, Acting City Attorney

Phillip Moore, Chief Financial Officer



240325

RESOLUTION NO.: _____

PRESENTED: 8-7-2024

ADOPTED: _____

RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC FOR MENTAL HEALTH REFERRALS AND SERVICES SUPPORT - FLINT ODYSSEY HOUSE, INC.

The City of Flint is a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the State of Michigan, and;

On March 11, 2021, the President of the United States of America signed into law the "American Rescue Plan Act of 2021", also known as House Resolution 1319, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes, and;

In accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to extend and disseminate assistance to impacted households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted by the COVID-19 Pandemic.

The Flint City Council recommends funding up to \$36,000 for Flint Odyssey House, Inc. for Peer Recovery Coaching Services. This resolution will replace the previously passed resolution #230414.

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-721.150-801.000	FUSDT-CSLFRF	\$36,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to provide funding to Flint Odyssey House, Inc. in the amount of \$36,000. Funds will be paid from the American Rescue Plan Act fund (287). Before 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.

For the City:

CLYDE D EDWARDS / A0287

CLYDE D EDWARDS / A0287 (Jul 31, 2024 15:08 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

[Signature]

Joseph Kuptz, Acting City Attorney

Approved as to Finance:

[Signature]

Phillip Moore (Jul 31, 2024 13:27 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: July 30, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC FOR MENTAL HEALTH REFERRALS AND SERVICES SUPPORT – FLINT ODYSSEY HOUSE, INC.

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

VENDOR NAME: N/A

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

N/A

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.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024


Section IV: FINANCIAL IMPLICATIONS:

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
	ARPA	287-721.150-801.000	FUSDT-CSLFRF	\$36,000
		FY24 GRAND TOTAL		\$36,000

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 07/31/2024

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:


Emily Doerr (July 31, 2024 12:53 EDT)

Emily Doerr, Director - Business and Community Services

240402-T



RESOLUTION NO.: _____

PRESENTED: 9-04-2024

ADOPTED: _____

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:

JK
Joseph Kuptz (Aug 30, 2024 09:43 EDT)

Joseph Kuptz, City Attorney

Approved as to Finance:

Philly 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

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-Brown (Aug 30, 2024 09:31 EDT)

(Name, Title)

240410-T



RESOLUTION NO.: _____

PRESENTED: 9-04-2024

ADOPTED: _____

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

APPROVED BY CITY COUNCIL:

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: _____

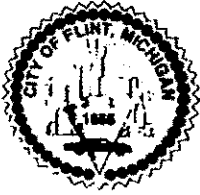
WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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: _____

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:

JK

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 (Sep 10, 2024 11:12 EDT)

(Rodney McGaha, Director of Transportation)

240421-T



RESOLUTION NO.: _____

PRESENTED: 9-18-2024

ADOPTED: _____

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 09:52 EDT)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards / A0306
CLYDE D EDWARDS / A0306 (Sep 11, 2024 22:16 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



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!

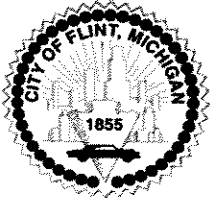
Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

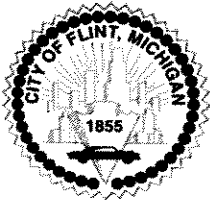
Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2025	101-336.000-977.000	\$32,500.00	N/A	N/A	Pending

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

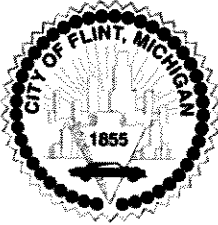


CITY OF FLINT STAFF REVIEW FORM

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: _____

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:

JK
Joseph Kuptz (Sep 10, 2024 11:13 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phil Moore
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
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.

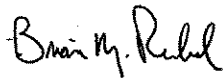
Task	Cost
1. Inventory and Condition Assessment	\$153,000
2. Project Management	\$22,000
TOTAL	\$175,000

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: 9-18-2024

ADOPTED: _____

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:

J. 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:

--- 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 Township 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

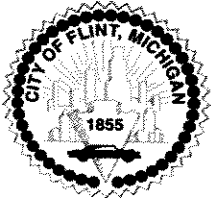
City of Wayne Fire/EMS	\$	73,500.00
City of Wyandotte	\$	87,500.00
City of Wyoming	\$	136,500.00
Comstock Fire Rescue	\$	45,500.00
Covert Township Fire Department	\$	20,203.20
Dearborn Fire Department	\$	497,000.00
Delhi Charter Township	\$	53,696.80
Delta Charter Township	\$	154,000.00
DeWitt Township 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
OSHTEMO 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.

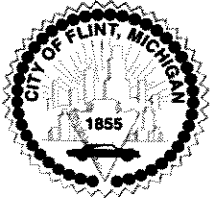
The Michigan Department of Labor and Economic Opportunity is a principal department of the State of Michigan. The department oversees many of the state's programs. In December 2014, former governor, Rick Snyder created the Michigan Department of Talent and Economic Development (TED) which focused on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

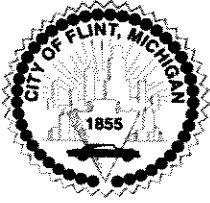
Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2023	287-337.701-977.100	\$18,000.00	\$18,000.00	13,025.95	230172
2023	101-339.201-758.000	\$113,800.00	\$113,800.00	\$113,800.00	230030
2023	101-339.201-977.000	\$10,000.00	\$10,000.00	\$10,000.00	N/A
2023	101-337.000-930.000	\$10,000.00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

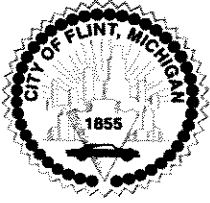
BUDGET YEAR 1 \$

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: G2XMHBJCHKX5

**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 CRF Part 60-1.3, and except as otherwise may be provided under 41 CRF 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

240427-T



RESOLUTION NO.: _____

PRESENTED: 9-18-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR COMMUNITY ENGAGEMENT AND BEAUTIFICATION AND EXTERNAL MINOR HOME REPAIRS 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 of ARPA Funds (Ward Account), previously obligated for revenue replacement, to provide funding for the following:

\$10,000 is to be used for the completion of five porches for five 1st Ward residents; \$10,650 is to be used for cutting the grass twice a week 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; \$9,350 is to be used to clean up and replace the pavement in a kids play area at the High Quality of Life Ministries; and

Reallocated funds in the total amount of \$30,000 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 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:

APPROVED BY CITY COUNCIL:

Joseph Kuptz, Acting City Attorney

240428-T



RESOLUTION NO.: _____

PRESENTED: 9-18-2024

ADOPTED: _____

**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:

APPROVED BY CITY COUNCIL:

Joseph Kuptz, Acting City Attorney

240429-T



RESOLUTION NO.: _____

PRESENTED: 9-18-2024

ADOPTED: _____

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:

APPROVED BY CITY COUNCIL:

Joseph Kuptz, Acting City Attorney

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.

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: 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.

- (e) ~~.....~~ 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.

FOR THE CITY:

For the City Council

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney