



# City of Flint, Michigan

Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)

## Meeting Agenda – FINAL Monday, September 9, 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

Quincy Murphy, Ward 3  
Jerri Winfrey-Carter, Ward 5  
Dennis Pfeiffer, Ward 8

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

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**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PRAYER OR BLESSING**

**READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

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

## **REQUEST FOR AGENDA CHANGES/ADDITIONS**

### **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.*

### **RECONSIDERATION(S)**

**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.]

## **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.]  
*[NOTE: A Public Hearing for Ordinance No. 240191 was held on Monday, June 10, 2024.]*

## **RESOLUTIONS (Continued)**

**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.]

**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.]

**240325** ARPA Funds/Flint Odyssey House, Inc./Mental Health Referrals and Services Support/Respond to the Impacts of the Pandemic

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Flint Odyssey House, Inc. in the amount \$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. [NOTE: This resolution will replace the previously passed resolution No. 230414]

**240340.1** Amended Resolution/Guidelines/Granting Hardship Exemptions/Property Taxes

An amended resolution resolving that to be eligible for consideration of hardship exemption pursuant to MCL 211.7u in the City of Flint, a person must be the owner and must occupy the property as a principal residence, as defined, for which the exemption is requested; file a complete application, prescribed by the state tax commission; submit copies of federal and state income tax returns for ALL persons that resided in the homestead including property tax credit forms and/or Statement of Benefits paid from Michigan Department of Social Services or Social Security Administration; and meet City of Flint poverty income standards, AND, resolving that the applicant and ALL qualifying persons that resided in the home must have an annual adjusted income no more than 200% of the Federal Poverty Guidelines published in the prior calendar year AND, resolving that the applicant's asset level, excluding the homestead, may not exceed \$15,000; regardless of income level, AND, resolving that the applicant may not have ownership interest in any real estate other than the homestead, nor shall anyone else living outside of the household have interest in the homestead, AND, resolving that a hardship exemption may be granted for only one year at a time, AND, resolving that the board of review shall request identification of the applicant and/or proof of ownership of the homestead under consideration for hardship exemption, AND, resolving that the board of review may request from the applicant any supporting documents which may be utilized in determining a hardship exemption request, AND, resolving that the completed hardship exemption application must be filed after January 1, but before the day prior to last day of board of review in the year for which exemption is sought, AND, resolving that the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided, AND, resolving that to conform with the provisions of P.A. 253 of 2020, this resolution is and will be in effect for 2025. [NOTE: Resolution amended to address the provisions of P.A. 253 of 2020.]

**240348** ARPA Funds/Franklin Avenue Mission/Respond to Impacts of the Pandemic for Increased Food Access

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to the Franklin Avenue Mission. Funds will be paid from the American Rescue Plan Act fund (287) in the amount of \$22,000. 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.

**240400-T** Grant Acceptance/Safety Equipment Grant Award/The Hundred Club of Genesee, Shiawassee and Lapeer Counties

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary to accept the Safety Equipment grant award from The Hundred Club of Genesee, Shiawassee and Lapeer Counties to purchase Streamlight Rechargeable Flashlights and Chargers for the Flint Fire Department and to appropriate award funding for revenue and expenditures for the FY25 budget year in the amount of \$3,100.00 and to record the grant award revenue with grant code LTHC-SAFE24, AND, further resolving that the Division of Purchases and Supplies is authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of Streamlight Rechargeable Flashlights and Chargers, in an amount NOT-TO-EXCEED \$3,100.00 for FY25 (07/01/24-06/30/25).

**240401-T** National Vision Administrators [NVA]/Optical Insurance Benefits/Retirees and Active Employees

Resolution resolving that that the appropriate officials are hereby authorized to do all things necessary to extend the agreement with National Vision Administrators [NVA] to continue providing the City with optical insurance benefits for its active and retired employees through June 30, 2025, for an amount NOT-TO-EXCEED \$93,000.00. Funding will come from the Fringe Benefits Fund 627.

**240403.1-T** Amended Resolution/Reallocation of ARPA Funds/R.L. Jones Community Outreach/Food Access Award

Amended 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] \$163,400. 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. [NOTE: This resolution was amended to reduce the amount of \$250,000 to \$163,400.]

**240406-T** ARPA Funds/Homelessness Prevention Activities/FY2024, FY2025 and FY2026 Emergency Solutions Grants Match

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 accounts # 101-612.006-801.000 to the City's Community Services Division. 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 Treasury requirements and previously approved authorizations. [NOTE: City Administration recommends reallocating \$500,000 of ARPA funds budgeted in the Public Health and Youth Development category of the Council approved budget adopted on October 24, 2022. These funds will be managed by the City of Flint's Community Services Division as match funds for existing homelessness prevention programs funded by annual Emergency Solutions Grants (ESG) in FY 23-24, FY 24-25, and FY 25-26. This will help ensure that no ESG funds are returned to the US Department of Housing and Urban Development due to lack of agency ability to raise the match funds for programming required by HUD to spend the ESG dollars.]

**240407-T** ARPA Funds/Impacts of the Pandemic on Housing for Flint Homeowners/City-Wide Roof Repair Programs/Funds Previously Allocated to GCCARD

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to the City's Community Services Division. 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 Treasury requirements

and previously approved authorizations. [NOTE: City Administration recommends reallocating \$850,000 that was previously allocated to GCCARD (but they were unable to execute a contract due to lack of staff capacity) to the Community Services Division to be used for a citywide roof repair program. Existing staff will oversee this program that will utilize a lottery system for picking the chosen applicants and there will be 8 applicants chosen from all 9 wards (so long as there are eligible applicants from which to choose).

**240408-T** Jack Doheny Supply/Water Service Center Vector Combination Vehicles/Parts and Repair

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Jack Doheny Supply for Water Service Center Vector parts and repairs, in an amount NOT-TO-EXCEED \$120,000.00, for FY25 (07/01/27-06/30/2025).

**240409-T** Contract/Weinstein Electric Company/Decorative Street Lights Repairs

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to enter into a contract with Weinstein Electric Company, in an amount NOT-TO-EXCEED \$221,155.00, for the purposes of decorative street light repairs in the City of Flint.

**240411-T** Metron-Farnier, LLC/Water Meters

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Metron-Farnier, LLC, in an amount NOT-TO-EXCEED \$625,000.00 for FY2025 (07/01/2024-06/30/2025), for the purchase of additional water meters for the Water Service Center [WSC].

**240412-T** D.H. T Transportation/WPC Sludge Hauling

Resolution resolving that the proper City Officials are authorized to do all things necessary to issue a Purchase Order to D.H.T. Transportation, 2695 West Vassar Road, Reese, MI 48757 for Water Pollution Control

Sludge Hauling/Transportation Services, in the NOT-TO-EXCEED FY 2025 amount of \$280,000.00.

**240413-T** Republic Services (Citizens Landfill)/WPC Sludge Disposal

Resolution resolving that the proper City Officials are authorized to do all things necessary to issue a Purchase Order to Republic Services Citizens Landfill, 2361 W. Grand Blanc Road, Grand Blanc, Michigan 48439 for 3-year Water Pollution Control Sludge Disposal Services, in the NOT-TO-EXCEED FY 2025 amount of \$776,000.00, a 2025 fiscal year aggregate total of \$800,000.00, and pending adoption of the FY 2026 and FY 2027 budgets in the amounts of \$880,000.00 and \$968,000.00, respectively.

**240415-T** Agreement/Rehmann Robson, LLC/Auditing Services

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to engage the services of Rehmann Robson, LLC. for FY2024 auditing services for \$259,000.00, plus out-of-pocket expenses not to exceed \$10,000.00.

**RESOLUTIONS (May Be Referred from Special Affairs)**

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

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 North Flint Food Market Cooperative in the amount of \$300,000. 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.

**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.

**240405-T** Reallocation of ARPA Funds/Tree Removal Match Funds Program

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 Tree Removal Match Funds Program, in the amount NOT-TO-EXCEED \$324,000.00. Said program will match up to \$500.00 for residents paying \$500.00 towards hazardous trees, except in the instance that a resident qualifies for low-income criteria will receive up to \$1,000.00. 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  
(Continued)**

**240264** Amendment/Ordinance/Chapter 50 (Zoning)/Article 18 (Administration and Enforcement)/Section 50-200 (Authority of the Zoning Coordinator)/Section 50-202 (Enforcement Powers)

An ordinance to amend the Code of the City of Flint by amending Chapter 50 (Zoning), Article 18 (Administration and Enforcement), Section 50-200 (Authority of the Zoning Coordinator) and Section 50-202 (Enforcement Powers). *[NOTE: A Public Hearing for Ordinance No. 240264 was held on Monday, July 22, 2024.]*

**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 SI 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  
C:\YED\EDWARDS\18148\PA 11, 2024 04 17 11 31 28 AM  
Clyde Edwards, City Administrator

APPROVED AS TO FORM:

William Y. Kim  
William Kim, Apr 11, 2024 09:19:50  
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 08 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

## FINANCIAL IMPLICATIONS:

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

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

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

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

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

## PRE-ENCUMBERED? YES NO REQUISITION NO:

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

## WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO



## CITY OF FLINT STAFF REVIEW FORM

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

BUDGET YEAR 1 \$200,000


BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

  
Shelly Sparks Green May 28, 2024 19:38 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 to 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:**

\_\_\_\_\_

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:

Approved as to Finance:

Joseph Kuptz

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

Joseph Kuptz, Acting City Attorney

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



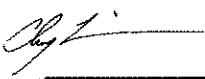
# CITY OF FLINT STAFF REVIEW FORM

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
		<b>FY24 GRAND TOTAL</b>		

PRE-ENCUMBERED? YES  NO  REQUISITION NO:

ACCOUNTING APPROVAL:  Date: CL

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

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

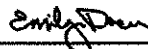
BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:   
Emily Doerr (Jul 20 2024 16:26 EDT)  
Emily Doerr, Director - Business and Community Services

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.

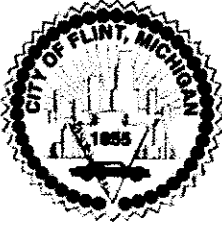
**IT IS FINALLY RESOLVED THAT** the City Clerk shall, in conjunction with the Manager and Ms. Danzler or her legal counsel, schedule a public hearing regarding the removal of Billie Danzler of the Ethics and Accountability Board, to be held at a special meeting of the City Council and shall provide notice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

**FOR THE CITY COUNCIL:**

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**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William Y. Kim, City Attorney



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:**

Phillip Moore  
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.

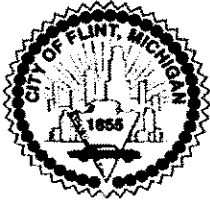
## **Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

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

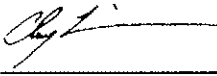
### Section IV: FINANCIAL IMPLICATIONS:

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
		<b>FY24 GRAND TOTAL</b>		<b>\$36,000</b>

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)*

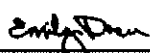
BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE:   
Emily Doerr (Jul 31, 2024 12:53 EDT)  
*Emily Doerr, Director - Business and Community Services*

240340.1

RESOLUTION NO.: \_\_\_\_\_  
PRESENTED: 8-7-2024  
ADOPTED: \_\_\_\_\_

**RESOLUTION ESTABLISHING GUIDELINES FOR GRANTING OF HARDSHIP  
EXEMPTIONS FROM PROPERTY TAXES PURSUANT TO MCL 211.7u**

WHEREAS, P.A. 390 of 1994, which amended Section 7u of Act 206 of the Public Acts of 1893, as amended by Act 253 of the Public Acts of 2020, being section 211.7u of the Michigan Compiled Laws, requires the governing body of the assessing unit to determine and make available to the public the policy and guidelines for granting of poverty exemptions under MCL 211.7u;

THEREFORE, BE IT RESOLVED, That to be eligible for consideration of a hardship exemption pursuant to MCL 211.7u in the City of Flint, a person must be the owner and must occupy the property as a principal residence, as defined, for which the exemption is requested; file a complete application, prescribed by the state tax commission; submit copies of federal and state income tax returns for ALL persons that resided in the principal residence including property tax credit forms and/or Statement of Benefits paid from Michigan Department of Social Services or Social Security Administration; and meet City of Flint poverty income standards;

BE IT FURTHER RESOLVED, That the applicant and ALL qualifying persons that resided in the home must have an annual adjusted income no more than 200% of the Federal Poverty Guidelines published in the prior calendar year;

BE IT FURTHER RESOLVED, That the applicant's asset level, excluding the homestead, may not exceed \$15,000; regardless of income level.

BE IT FURTHER RESOLVED, That a hardship exemption will be granted for only one year at a time;

BE IT FURTHER RESOLVED, That the board of review shall request identification of the applicant and/or proof of ownership of the principal residence under consideration for hardship exemption;

BE IT FURTHER RESOLVED, That the board of review may request from the applicant any supporting documents which may be utilized in determining a hardship exemption request;

BE IT FURTHER RESOLVED, That the completed hardship exemption application must be filed after January 1, but before the day prior to the last day of the board of review in the year for which exemption is sought;

BE IT FURTHER RESOLVED, That the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided;

BE IT FINALLY RESOLVED, That to conform with the provisions of P.A. 253 of 2020, this resolution is hereby given effect on January 1, 2025.

**BE IT RESOLVED,**

**APPROVED AS TO FORM:**

---

**Joseph Kuptz, Acting City Attorney**

**APPROVED AS TO FINANCE:**

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**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT**

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**Clyde Edwards, City Administrator**

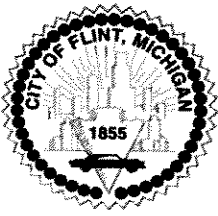
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**Sheldon Neely, Mayor**

**CITY COUNCIL:**

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**Ladel Lewis, Council President**



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** 7/23/2024

**BID/PROPOSAL#** NA

**AGENDA ITEM TITLE:** Homeownership Property Exemption (HOPE)

**PREPARED BY:** Stacey Kaake

**VENDOR NAME:** NA

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City is increasing the hardship guidelines from 150% of Federal Poverty Guidelines to 200%.

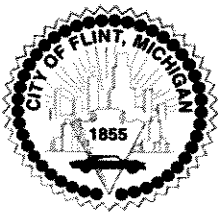
**Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

NA

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

This will allow for an increase in residents' eligibility for help with their taxes.





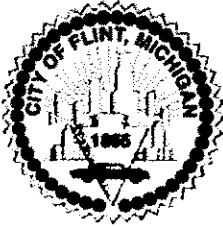
# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

DEPARTMENT HEAD SIGNATURE: Stacey Kaake  
Stacey Kaake (Aug 7, 2024 16:09 EDT)

\_\_\_\_\_  
(Name, Title)

240348



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 8-12-2024

ADOPTED: \_\_\_\_\_

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC FOR INCREASED FOOD ACCESS FOR FRANKLIN AVENUE MISSION**

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 \$22,000 for Franklin Avenue Mission, Client Choice Pantry to provide increased access to supplemental food. This resolution will replace the previously passed resolution #230417.

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Total Amount
287-721.150-801.000	FUSDT-CSLFRF	\$22,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to the Franklin Avenue Mission. Funds will be paid from the American Rescue Plan Act fund (287) in the amount of \$22,000. 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 / A0279  
CLYDE D EDWARDS / A0279 (Jul 30, 2024 12:24 EDT)  
Clyde D. Edwards, City Administrator

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

Joseph Kuptz  
Joseph Kuptz, Acting City Attorney

**Approved as to Finance:**

Phillip Moore  
Phillip Moore (Jul 30, 2024 11:57 EDT)  
Phillip Moore, Chief Financial Officer



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** July 22, 2024

**BID/PROPOSAL#:** N/A

**AGENDA ITEM TITLE:** RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC FOR INCREASED FOOD ACCESS FOR THE FRANKLIN AVENUE MISSION

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

**VENDOR NAME:** N/A

## **Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Client Choice Pantry at Franklin Avenue Mission will provide local families with supplemental food and personal items, emphasizing health, nutrition, and assisting with ideas and basics for a well-balanced meal. The pantry will offer an additional location for residents in a neighborhood with limited resources and opportunities. Finances and transportation are continual roadblocks, and the market will provide another site to help overcome these obstacles. Unlike many pantries with prepackaged boxes of food, a client-choice pantry allows individuals to choose the food they like, and what they know they will use. The choice of food reduces waste and gives dignity back to the individuals and families in need of this resource. To ensure the best access to this pantry, it will be open three times a week: Tuesday's and Thursday's 2PM-5:30PM, Wednesday's 3PM-6PM, and on one Saturday per month from 12PM-3PM.

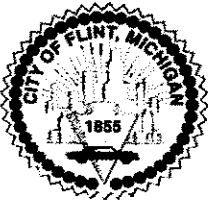
## **Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

N/A

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

The pantry will be set up like a grocery store to encourage healthy eating choices. This setup displays nutritious food prominently, leading to healthier choices. Likewise, recipe cards will be available for individuals to see a healthy meal option using food in the pantry.





# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

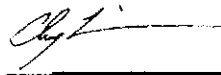
## Section IV: FINANCIAL IMPLICATIONS:

Food will be received from the Food Bank of Eastern Michigan. This will ensure that costs for the pantry stay relatively low, making it a no-cost pantry for families and individuals. Individuals coming to the pantry will get an assigned number of points—depending on the family size—that they can use on the available food items. The more nutritious the food, the fewer points it will cost, encouraging healthy choices.

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	\$22,000
<b>FY24 GRAND TOTAL</b>				<b>\$22,000</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 07/29/2024

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)*

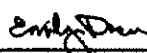
BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:   
Emily Doerr (Jul 29 2024 16:24 EDT)  
Emily Doerr, Director - Business and Community Services

240400-T



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

**RESOLUTION TO AUTHORIZE, ACCEPT AND SPEND THE SAFETY EQUIPMENT GRANT AWARD FROM THE HUNDRED CLUB OF GENESEE, SHIAWASSEE AND LAPEER COUNTIES IN THE AMOUNT OF \$3,100.00.**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the City of Flint Fire Department has been awarded Safety Equipment grant funds in the amount of \$3,100.00 from The Hundred Club of Genesee, Shiawassee and Lapeer Counties to purchase Streamlight Rechargeable Flashlights and Chargers for fire suppression personnel to use at emergency scenes.

**WHEREAS**, streamlight flashlights are Personal Protective Equipment (PPE) and improves the safety of our firefighters by improving their visibility in dark and challenging environments.

**WHEREAS**, a streamlight flashlight assists firefighters in low visibility to save and rescue lives, mark points of entry and exit in a structure fire and helps to identify potential hazards.

**WHEREAS,**

Account Number & Grant Code	Account Name	Amount
296-337.703-977.000 LTHC-SAFE24	FIRE – EQUIPMENT	\$3,100.00
	<b>FY2025 TOTAL:</b>	<b>\$3,100.00</b>

**IT IS RESOLVED**, that the appropriate City Officials are hereby authorized to do all things necessary to accept the Safety Equipment grant award from The Hundred Club of Genesee, Shiawassee and Lapeer Counties to purchase Streamlight Rechargeable Flashlights and Chargers for the Flint Fire Department and to appropriate award funding for revenue and expenditures for the FY25 budget year in the amount of \$3,100.00 and to record the grant award revenue with grant code LTHC-SAFE24.

**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 Streamlight Rechargeable Flashlights and Chargers, in an amount not-to-exceed \$3,100.00 for FY25 (07/01/24-06/30/25).

**APPROVED AS TO FORM:**

JK  
Joseph Kuptz (Aug 12, 2024 16:35 EDT)  
**Joseph Kuptz, Acting City Attorney**

**APPROVED AS TO FINANCE:**

PM  
Phillip Moore (Aug 13, 2024 07:24 EDT)  
**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

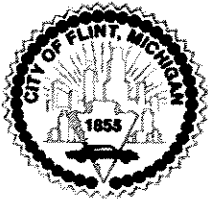
Clyde D. Edwards / A0293

Clyde D. Edwards / A0293 (Aug 13, 2024 10:14 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

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# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**DATE:** August 12, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Streamlight Rechargeable Flashlights and Chargers

**PREPARED BY:** Karen Shim, Flint Fire Department

**VENDOR NAME:** Witmer Public Safety Group, Inc.

## **Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Flint Fire Department was approved by the Hundred Club of Genesee, Shiawassee and Lapeer County (Hundred Club of GSL) to receive a grant award in the amount of \$3,100.00 for the purchase of safety equipment. The Hundred Club of GSL is an organization where residents of these counties donate money every year for the benefit of public servants who were killed or disabled in the line of duty. The public servants include Police Officers, Firefighters, FBI Agents, Bureau of Alcohol, Tobacco and Firearms agents and Drug Enforcement Administration agents, according to their website [100clubofgsl.org](http://100clubofgsl.org). Their mission "When a law enforcement officer or a firefighter in Genesee, Shiawassee or Lapeer County dies in the line of duty, a representative from the Hundred Club delivers a \$10,000.00 check to his/her dependents within 24 hours of the incident. This check is intended to ease the burden of immediate expenses".

The Hundred Club began in Detroit, MI in 1950 and have expanded to more than 100 active organizations from coast to coast. In December 1978, the club reached their goal of 200 members and has continued to grow a strong supportive group of more than 300 men, women, business, professional and civic leaders. In 1989, a change in their by-laws was approved to enable residents to invest some of their donations received towards safety-related equipment. (per [100clubofgsl.org](http://100clubofgsl.org))

The Flint Fire Department is requesting approval of a purchase order to Witmer Public Safety Group, Inc. in the amount of \$3,100.00 to purchase Streamlight Rechargeable Flashlights and Chargers safety equipment for fire suppression personnel to use at emergency scenes. We received three quotes and will proceed with Witmer Public Safety Group, Inc as a sole source vendor due to the Flint Police Department previously ordering supplies from this vendor.

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



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

The Flint Fire Department received grant awards from the Hundred Club of GSL in the past years listed below:

2013 \$1,000.00 to purchase AMPROBE Carbon Monoxide Meters  
2017 \$5,200.00 to purchase four Thermal Imaging Cameras  
2019 \$7,500.00 to purchase Structural Firefighting Helmets  
2020 \$2,600.00 to purchase Multiple Decontamination Systems that use Ultraviolet Light to Disinfect N95 Masks and other Equipment

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

The benefit to City of Flint residents and firefighters is that the streamlight flashlights will assist firefighters in low visibility to save and rescue lives in dark and challenging environments. These flashlights will be used to identify points of entry and exit in a structure fire and will also help to identify potential hazards.

### Section IV: FINANCIAL IMPLICATIONS:

The funds used for this purchase are grant funds awarded from The Hundred Club of Genesee, Shiawassee and Lapeer counties. 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 the Streamlight Rechargeable Flashlights and Chargers for our fire suppression personnel.

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

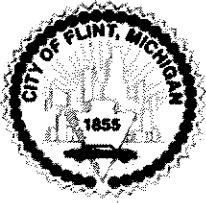
Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	EQUIPMENT	296-337.703-977.000	LTHC-SAFE24	\$3,100.00
<b>FY25 GRAND TOTAL</b>				<b>\$3,100.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: TBD  
upon Flint City Council Approval

ACCOUNTING APPROVAL: Karen Shim Date: August 12, 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)*



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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: \_\_\_\_\_

Theron S. Wiggins, Fire Chief

8/8/24, 2:43 PM

City of Flint Mail - Grant Submission Update



Nicholas Reitano <nreitano@cityofflnt.com>

## Grant Submission Update

Christina Irwin <100clubgsi@gmail.com>  
To: nreitano@cityofflnt.com

Sun, Apr 14, 2024 at 8:02 AM

Hallo,

Your grant submission has been partially approved for \$3,100 to go towards Streamlight rechargeable flashlights and chargers.

Next steps - After you have ordered and paid for the equipment send me the invoice and proof of payment by your agency I will submit this to our Treasurer. He generally reimburses agencies on a quarterly basis

Can you let me know who will represent your agency at our dinner on June 18th? We will announce the grant awards at this dinner

Please let me know if you have any questions

Thank you!  
Christina



Karen Shim <kshim@cityofflint.com>

**Fwd: The Hundred Club of GSL - Thank You for Your Submission**

2 messages

Nicholas Reitano <nreitano@cityofflint.com>  
To: Karen Shim <kshim@cityofflint.com>

Tue, Jul 30, 2024 at 10:11 AM

----- Forwarded message -----

From: The Hundred Club of GSL <100clubgsl@gmail.com>  
Date: Tue, Feb 6, 2024 at 3:06 PM  
Subject: The Hundred Club of GSL - Thank You for Your Submission  
To: <nreitano@cityofflint.com>

Dear Nick Reitano,

Thank you for your Safety Equipment Grant Form submission. We will review your request and someone will contact you. For your records, here is the information you submitted.

Department Requesting Grant	Flint Fire Department
Specific Equipment Proposed:	Streamlight Survivor X Rechargeable Flashlights and 6 Chargers
Quantity:	85
What amount is requested per unit?:	\$99.99 per flashlight, \$55 per charger
Total amount requested:	\$9,585.71

The Survivor® X right angle light provides more output, more features and more power options than ever before.

Now with 250 Lumens – Battery Status Indicator – High, Low, Flash Modes – New Charger Design – IP67 Dust-Tight & Waterproof Rating

Choose from Class 1, Division 1 rated Alkaline or Rechargeable Systems or a USB-rechargeable Division 2 model to suit your lighting needs. The Survivor X USB provides budget-friendly rechargeability combined with added features and increased output.

Strong spring-loaded clip securely grabs onto belts and gear  
D-ring provides forward hanging orientation  
Rubber dome push-button switch easy to use with glove  
Features battery life indicator  
Battery life indicator in switch:  
Green indicates full charge  
Turns red when battery is nearing low voltage  
Flashes red continuously when 15 minutes left of battery life  
Unbreakable polycarbonate lens with silicone anti-scratch coating  
Specialized optic combines low profile with strong performance and a wide beam

Please provide description of equipment if available.:

Please provide the reason that such an item cannot be provided for in your normal operating budget.:

Are there any other sources that could provide funding?:

If no, why?:

The studies undertaken by your department that would indicate that such item would in fact enhance the

The cost to outfit the entire department with new flashlights would not be achieved. Some members have lights, some do not. Those who do have lights, the lights are old and used and not holding a charge.

No

AFG grants for equipment are usually used for PPE and other high dollar items, not just flashlights.

Having a flashlight such as this will enhance our ability to see inside of a fire during search and rescue efforts. The new design of these lights put out more lumens and can last longer on a single charge than current equipment. These



personal safety of the affected officers/firefighters.:

flashlights are also waterproof. During fire suppression efforts, our gear and flashlights become extremely wet and these lights are more reliable and will not be damaged by water.

Has your department received funding from our organization in the past five years? :

Yes

If yes, please list the amount and for what equipment if known.:

COVID decontamination equipment in 2020.

Name: Nick Reitano  
Title: Battalion Chief  
Address: 310 E 5th St  
City: Flint  
State: MI  
Zip / Post Code: 48502  
Phone: (810) 625-2016  
Email: nreitano@cityofflint.com

kshim@cityofflint.com <kshim@cityofflint.com>  
To: nreitano@cityofflint.com, nreitano@cityofflint.com

Thu, Aug 8, 2024 at 1:37 PM

Your message

To: nreitano@cityofflint.com  
Subject: Fwd: The Hundred Club of GSL - Thank You for Your Submission  
Sent: 7/30/24, 10:11:03 AM AST

was read on 8/8/24, 1:37:17 PM AST



# Quote Summary Form

## Finance Department - Division of Purchases & Supplies

**Instructions:** Use this form to summarize verbal or written quotes \$10,000 and under and to recommend a vendor for award. Purchaser must request a **minimum of three quotes**; if a vendor declines to quote, indicate so under "Total Quote Amount". **Check appropriate box below and complete form.**

**PURSUANT TO SECTION 18-21.6  
SMALL PURCHASES  
\$10,000 OR LESS**

- A minimum of three quotes - To the extent possible and practical
- Sole Source (Please Explain Below & Indicate Name of Sole Source)
- Cooperative Bid (Mideal, Sourcewell and Other...) Indicate Vendor's Name - Detailed Explanation Below
- Other (Please Explain Below - Detailed Explanation)

**PLEASE ATTACH THIS FORM TO YOUR REQUISITION AND/OR FORWARD TO PURCHASING AT LROWLEY@CITYOFFLINT.COM**

<b>Requestor Name</b>	Karen Shim	<b>Department/Division</b>	Fire Administration	<b>Requisition Number</b>	
-----------------------	------------	----------------------------	---------------------	---------------------------	--

	<b>Date</b>	<b>Vendor Name</b>	<b>Contact Person</b>	<b>Phone and/or Email</b>	<b>Total Quote Amount, Incl. Freight /Shipping</b>
1	7/09/24	Fire Safety USA, Inc	Carol Clarey	507-529-8444	\$ 3,099.50
2	7/09/24	McNaughton-McKay	Jason Scott	810-238-5611	\$3,987.10
3	7/09/24	Witmer Public Safety Group, Inc.	David.Diianni	610-857-8070	\$3,100.00
4					\$

### DETAILED EXPLANATION:

The Flint Fire Department recommends vendor, Witmer Public Safety Group, Inc. as our sole source for ordering this type of safety equipment. In addition, the Flint Police Department has previously ordered from this vendor within the last four years.

<b>Requestor Signature:</b>	<i>Karen Shim</i>	<b>Date</b>	August 9, 2024
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FIRE SAFETY USA, INC  
 3253 19TH STREET NW  
 ROCHESTER, MN 55901  
 507-529-8444: PHONE  
 507-529-8111: FAX

# Quote

Date	Quote #
7/9/2024	100624

Name / Address	
FLINT FIRE DEPARTMENT FLINT, MI	
Customer Phone	
Customer Fax	

Rep
ADAM

Qty	Item	Description	Cost	Total
5	90503	STREAMLIGHT LED SURVIVOR, WITH CHARGERS, ORANGE	141.50	707.50
24	90500	STREAMLIGHT LED SURVIVOR LIGHT, LIGHT ONLY, ORANGE	95.50	2,292.00
1	SHIPPING	SHIPPING & HANDLING	100.00	100.00
		NREITANO@CITYOFFLINT.COM		

			<b>Total</b>	\$3,099.50
Phone #	Fax #	E-mail	Web Site	
507-529-8444	507-529-8111	CAROL.CLAREY@FIRESAFETYUS...	www.firesafetyUSA.com	



101 Independence Way  
 Coatesville, PA 19320  
 www.wpsginc.com  
 david.diianni@wpsginc.com  
 (610) 857-8070

# Quote

<b>Quote#</b>	QUO182691
<b>Date</b>	07/09/2024
<b>Exp. Date</b>	09/08/2024

### Bill To:

CITY OF FLINT - FINANCE  
 PO BOX 246  
 FLINT MI 48501-0246  
 United States

### Ship To:

FLINT FIRE DEPARTMENT  
 310 E 5TH ST  
 FLINT MI 48502-1635  
 United States

### Streamlight Equipment

ID	Name	Ordered By	Terms	Sales Rep	Shipping Method
12338	City of Flint	Nick Reitano	Net 30	David Dianni	FedEx Ground

#	Item Name	Description	Quantity	Unit Price	Amount
1	90503	Streamlight Survivor LED, with Charger/Holder and 120V AC and 12V DC Cords , 175 Lumens, Orange	5	144.99	724.95
2	90500	Streamlight Survivor LED without Charger, 175 Lumens, Orange	24	94.99	2,279.76

ACCEPTANCE OF QUOTATION		Subtotal:	3,004.71
The above prices, specifications, and conditions are satisfactory and are hereby accepted.		Discount:	0.00
Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.		Tax Total:	0.00
Quotation is valid until Sep 08, 2024		Freight:	95.29
Signature: _____ Date: _____		<b>Total:</b>	<b>3,100.00</b>





**McNAUGHTON-McKAY**  
ELECTRIC COMPANY

# QUOTE

1011 E 5TH AVE  
FLINT, MI 48503-1716  
(810) 238-6611

<b>Entered Date</b>	<b>Customer PO #</b>	<b>Customer #</b>	<b>Order #</b>
7/9/24	FIRE DEPT - FLASH LIGH	20084	24772267 00
<b>Placed By</b>	<b>Sales Rep In</b>	<b>Sales Rep Out</b>	
NICK R.	SCOTT, JASON	NGUYEN, DUC	
<b>Taken By</b>	<b>Requested Ship Date</b>	<b>Printed Date and Time</b>	
1JS5	7/10/24	7/22/24 7:07 AM	

<b>Bill To</b>	<b>Ship To</b>
CITY OF FLINT	TRAFFIC ENGINEERING
ATTN:	ATTN:
PO BOX 246	702 W 12TH ST
FLINT, MI 48501-0246	FLINT, MI 48503-3850

**WE ARE PLEASED TO PROVIDE THE FOLLOWING QUOTE FOR YOUR REVIEW**  
**QUOTES ARE VALID FOR 30 DAYS WITH THE EXCEPTION OF COMMODITIES OR WHERE OTHERWISE NOTED**

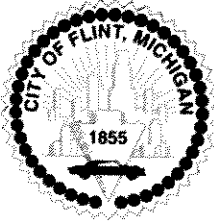
<b>Instructions</b>	<b>Reference</b>
<b>Ship Point</b>	<b>Ship Via</b>
MCNAUGHTON-MCKAY - FLINT	WC FLINT
	<b>Terms</b>
	NET30

**Notes**

Line	Product and Description	Quote Qty	Net Avail	Estimated Ship Date	Unit Price	Price UM	Net Amount (\$)
1	STLI90500 SML 90500 LED ORN W/O CHGR	24.00	0.00	7/10/24	94.50	E	2,268.00
2	STLI90910 90910 5 BANK 120V BENCH CHARGER	3.00	0.00	7/10/24	346.75	EACH	1,040.25
3	STLI90503 SML 90503 LED W/CHGR/HLD AND AC & DC CORDS ORN CUSTOMER PROD: 90503	6.00	0.00	7/10/24	135.77	E	678.85
3	<b>Lines Total</b>	<b>Total Qty Quoted</b>	<b>32.00</b>			<b>Subtotal</b>	<b>3,987.10</b>
						<b>Taxes</b>	<b>0.00</b>
						<b>Total</b>	<b>3,987.10</b>

**THE ESTIMATED SHIP DATE IS ONLY ACCURATE FOR IMMEDIATE ORDERS AND IS BASED ON AVAILABILITY AT THE TIME OF ORDER.**

The sale of products and services by Seller is subject to Seller's general terms and conditions of sale ("Seller's Terms") as attached to this document or as otherwise posted on Seller's website <https://www.mcmc.com/terms>. Seller objects to and rejects any terms or conditions that may appear on or be referenced in Customer's purchase order or other documents that are in addition to or otherwise inconsistent with Seller's Terms. Customer's receipt or acceptance of delivery of any ordered item above will constitute its acceptance of Seller's Terms.



240401-T

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING NATIONAL VISION ADMINISTRATORS FOR OPTICAL INSURANCE BENEFITS FOR RETIREES AND ACTIVE EMPLOYEES**

**BY THE ADMINISTRATION:**

National Vision Administrators (NVA) has provided the City of Flint with optical insurance benefits since 2020. NVA has agreed to extend the current rate until July 2027. Manquen Vance, the third-party administrator for the City's insurance benefits, provided an analysis report of expenses for the FY25 fiscal year. It is anticipated that the cost of optical coverage for the fiscal year ending 6/30/25 will be approximately \$93,000.00; and

Based on price, customer service, and its strategic relationship with National Vision Administrators, the Department of Human Resources recommends that National Vision Administrators be retained to continue providing coverage to the City of Flint through June 30, 2025. Funding for this request will come from the following accounts:

Dept.	Name of Account	Account Number	Grant Code	Amount
Fringe Benefits	Optical Insurance-Active Employees	627-000.027-718.400	N/A	\$26,000.00
Fringe Benefits	Optical Insurance-Retirees	627-000.019-718.400	N/A	\$67,000.00
<b>FY25 GRAND TOTAL</b>				<b>\$93,000.00</b>

**THEREFORE, BE IT RESOLVED**, that the appropriate officials are hereby authorized to do all things necessary to extend the agreement with National Vision Administrators to continue providing the City with optical insurance benefits for its active and retired employees through June 30, 2025, for an amount not to exceed \$93,000.00. Funding will come from the Fringe Benefits Fund 627 as outlined above.

**APPROVED AS TO FORM:**

JK  
Joseph Kuptz (Aug 30, 2024 12:30 EDT)  
**Joseph Kuptz, Acting City Attorney**

**APPROVED AS TO FINANCE:**

Paul T. Borle for  
Paul T. Borle for (Aug 30, 2024 10:57 EDT)  
**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS / A0298  
CLYDE D EDWARDS / A0298 (Aug 30, 2024 12:45 EDT)  
**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** 08/27/2024

**BID/PROPOSAL#:** N/A

**AGENDA ITEM TITLE:** Optical Insurance for Retirees and Active Employees

**PREPARED BY:** Vickie Foster

**VENDOR NAME:** National Vision (NVA)

## Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

National Vision (NVA) is the current vision insurance provider for the City's active and retired employees. Working with the City's TPA Manquen Vance, the Department of Finance has projected that the FY25 expenditures will be approximately \$93,000.00 for active employees and retirees.

It should be noted that the rates for employee health benefits are negotiated by the City's third-party healthcare consultant, Manquen Vance.

As the City's third-party administrator, Manquen Vance routinely conducts market analysis to ensure savings and the best coverage for the City's employees and retirees are offered.

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

Vision insurance is provided to employees and retirees annually. In previous years, and partially FY24, MECA provided insurance to retirees. Due to MECA no longer being in business, retirees were moved to the NVA plan effective 1/1/24. The following is a breakdown of payments to both vendors for the past 5-years of optical benefits.

Mutual Eye Claim (4.5 years)	07/01/19-12/31/23	\$ 94,453.37
National Vision Administrators (5 years)	07/01/19-06/30/24	<u>\$ 158,961.37</u>
	Total All	\$ 253,414.74

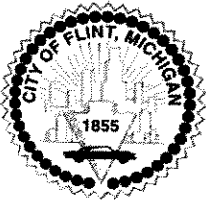
## Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

Contractual and bargaining unit obligations require the City to provide optical insurance to its employees and retirees. NVA has guaranteed rates through July 2027.

## Section IV: FINANCIAL IMPLICATIONS:

Optical insurance benefits are budgeted for FY25, and funding is available.

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



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

Dept.	Name of Account	Account Number	Grant Code	Amount
Fringe Benefits	Optical Insurance-Active Employees	627-000.027-718.400	N/A	\$26,000.00
Fringe Benefits	Optical Insurance-Retirees	627-000.019-718.400	N/A	\$67,000.00
<b>FY25 GRAND TOTAL</b>				<b>\$93,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250009286

ACCOUNTING APPROVAL: V. Foster

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)*

N/A

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: Eddie L. Smith  
Eddie Smith, Human Resources and Labor Relations Director



## Vision Renewal Analysis

### NVA:

- Vision coverage for the City's active employees is provided on a fully insured plan thru NVA. This is in rate guarantee until July 2027. Effective 1/1/2024, retiree vision was also moved to NVA, as MECA was going out of business. The retiree vision is also in rate guarantee going forward.

Plan	Enrollment	Current 23-24	Renewal 24-25
Active	367	\$26,060	\$26,060
Total	367	\$26,060	\$26,060
Annual \$ Change			\$0
Annual % Change			0.0%

Plan	Enrollment	Current 23-24	Renewal 24-25
Retiree	1288	\$67,287	\$67,287
Total	1288	\$67,287	\$67,287
Annual \$ Change			\$0
Annual % Change			0.0%

240403 1-T



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

APPROVED: \_\_\_\_\_

**AMENDED RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD FOOD ACCESS TO R.L. JONES COMMUNITY OUTREACH IN THE AMOUNT \$163,400**

**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 Council recommends reallocating \$163,400 of ARPA funds, previously obligated for revenue replacement, to 1<sup>st</sup> R.L. Jones Community Outreach Center to operate their Access and Functional Needs programs.

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

Account	Description	Amount
101-728.018-801.000	R.L. Jones Community Outreach Center Access and Functional Needs programs/Food Access	\$163,400

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 R.L. Jones Community Outreach Center in the amount \$163,400. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation off these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

**For the City:**

**For the City Council:**

\_\_\_\_\_  
Clyde Edwards, City Administrator

\_\_\_\_\_

**Approved as to Form:**

**Approved as to Finance:**

\_\_\_\_\_  
Joseph Kuptz, Acting City Attorney

\_\_\_\_\_  
Phillip Moore, Chief Financial Officer

240406-T



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

**RESOLUTION TO USE ARPA FOR HOMELESSNESS PREVENTION ACTIVITIES AS MATCH FOR FY23-24, FY 24-25, and FY25-26 EMERGENCY SOLUTIONS GRANTS**

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 \$500,000 of ARPA funds budgeted in the Public Health and Youth Development category of the Council approved budget adopted on October 24, 2022. These funds will be managed by the City of Flint’s Community Services Division as match funds for existing homelessness prevention programs funded by annual Emergency Solutions Grants (ESG) in FY 23-24, FY 24-25, and FY 25-26. This will help ensure that no ESG funds are returned to the US Department of Housing and Urban Development due to lack of agency ability to raise the match funds for programming required by HUD to spend the ESG dollars.

Reallocated funds will be moved from Acct # 101-612.006-801.000 as follows:

Account Number	Account Name / Grant Code	Total Amount
101-612.006-801.000	Public Health and Youth Development – Homelessness Prevention grants	\$500,000

**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 accounts # 101-612.006-801.000 to the City’s Community Services Division. 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 Treasury requirements and previously approved authorizations.

**For the City:**

**For the City Council:**

Clyde D. Edwards / A0291  
Clyde D. Edwards / A0291 (Aug 12, 2024 10:03 EDT)

Clyde D. Edwards, City Administrator

\_\_\_\_\_

**Approved as to Form:**

**Approved as to Finance:**

JK  
Joseph Kuptz (Aug 9, 2024 16:24 EDT)

Joseph Kuptz, Acting City Attorney

Phillip Moore  
Phillip Moore (Aug 9, 2024 15:50 EDT)

Phillip Moore, Chief Financial Officer

**RESOLUTION STAFF REVIEW**

**TODAY'S DATE:** July 31, 2024

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:**

**RESOLUTION TO USE ARPA FOR HOMELESSNESS PREVENTION ACTIVITIES AS MATCH FOR FY23-24, FY 24-25, and FY25-26 EMERGENCY SOLUTIONS GRANTS**

**PREPARED BY:** Emily Doerr

**VENDOR NAME:** N/A

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

These ARPA funds can be used as match funds for existing homelessness prevention programs funded by annual Emergency Solutions Grants (ESG) in FY 23-24, FY 24-25, and FY 25-26.

These funds will be applied for by agencies who have already been awarded ESG funds in FY 23-24 and 24-25 Action Plans and/or are applying for ESG funds in the FY 25-26 Action Plan.

This will help ensure that no ESG funds are returned to the US Department of Housing and Urban Development due to lack of agency ability to raise the match funds for programming required by HUD to spend the ESG dollars. They will not be used as match for any other federal grant, will be used only for ESG eligible activities, and the subrecipient records will verify that they were received and then expended on ESG eligible costs. Staff has verified with HUD staff that ARPA regulations allow them to be used as a match for ESG funds.

**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 will help ensure that no ESG funds are returned to the US Department of Housing and Urban Development due to lack of agency ability to raise the match funds for programming required by HUD to spend the ESG dollar. The current programs ran by various agencies are having success with their current funding levels but will be able to reach more people with additional ESG funding which will be unlocked by these APRA funds available as match funds for which the agencies can apply.



240407-T



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CITY TO RUN CITY-WIDE ROOF REPAIR PROGRAM WITH FUNDS PREVIOUSLY ALLOCATED TO GCCARD**

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 \$850,000 that was previously allocated to GCCARD (but they were unable to execute a contract due to lack of staff capacity) to the Community Services Division to be used for a citywide roof repair program. Existing staff will oversee this program that will utilize a lottery system for picking the chosen applicants and there will 8 applicants chosen from all 9 wards (so long as there are eligible applicants from which to choose).

Account Number	Account Name / Grant Code	Total Amount
287-721.350-801.000 FUSDT-CSLFRF	FUSDT-CSLFRF Neighborhood Improvement [home repair] reallocated from GCCARD for city-ran program	\$850,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to the City’s Community Services Division. 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 Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

Clyde D. Edwards / A0289  
Clyde D. Edwards / A0289 (Aug 9, 2024 14:24 EDT)  
Clyde D. Edwards, City Administrator

\_\_\_\_\_

Approved as to Form:

Approved as to Finance:

JK  
Joseph Kuptz (Aug 9, 2024 13:11 EDT)  
Joseph Kuptz, Acting City Attorney

PM  
Phillip Moore (Aug 9, 2024 12:48 EDT)  
Phillip Moore, Chief Financial Officer

**RESOLUTION STAFF REVIEW**

**TODAY'S DATE:** August 7, 2024

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:**

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CITY TO RUN CITY-WIDE ROOF REPAIR PROGRAM WITH FUNDS PREVIOUSLY ALLOCATED TO GCCARD**

**PREPARED BY:** Emily Doerr

**VENDOR NAME:** N/A

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

To be eligible for these grants, homeowners need to have been in their house for at least one (1) year, be under 300% of the federal poverty level depending on their household size and be in good standing with the City of Flint (water bills and property taxes paid). Existing staff will oversee this program that will utilize a lottery system for picking the chosen applicants and there will 8 applicants chosen from all 9 wards (so long as there are eligible applicants from which to choose).

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

These funds were allocated to GCCARD via resolution 230254.1 (adopted on 8/23/23) and the contract 23-067 was sent to GCCARD for execution on 2/20/24. The sub-recipient responded on 6/26/24 informing the city that their Weatherization team (who was the staff members that were going to implement the grant) would be laid off effective 6/28/24 and thus GCCARD would not be able to execute the contract to administer the program.

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

An estimated 72 owner-occupied lower-income homeowners will receive a new / repaired roof through this program that will be administered by the city which will benefit their daily living experiences while stability their home values and decreasing their utility costs.

**Section IV: FINANCIAL IMPLICATIONS:**

The program will be administered by the city with a 5% administration rate. Program delivery costs including roof permits and inspections will be outside of that 5% for staff costs.





240408-T



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO JACK DOHENY SUPPLY FOR PARTS AND REPAIRS OF WATER SERVICE CENTER VACTOR COMBINATION VEHICLES**

**WHEREAS**, The City of Flint Water Service Center, Utilities Division, requests a purchase order be issued to Jack Doheny Supply for parts and repairs of all vac-jet combination vehicles, except 1 (which is a Vac-Con combination vehicle and serviced by that authorized dealer). Jack Doheny Supply is the authorized, sole source dealer for Vactor equipment in this area. The Water Service Center currently has 5 Vactor vac-jet combination vehicles in service.

**WHEREAS**, The City of Flint Water Service Center, Utilities Division, is requesting the amount of \$120,000.00 for the parts and repairs of these vehicles. There is adequate funding for said services from the listed accounts:

590-540.208-863.000	Vehicle & Equipment Charges	\$96,000.00
591-540.202-863.000	Vehicle & Equipment Charges	\$24,000.00

**IT IS RESOLVED**, that The Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to Jack Doheny Supply for Water Service Center vactor parts and repairs in an amount not to exceed \$120,000.00 for FY25 (07/01/24-06/30/2025).

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Aug 30, 2024 11:34 EDT)  
**Clyde Edwards, City Administrator**

\_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE:**

Joseph Kuptz  
Joseph Kuptz (Aug 29, 2024 18:02 EDT)  
**Joseph Kuptz, Acting City Attorney**

Paul T. Borte for  
Paul T. Borte for (Aug 30, 2024 10:19 EDT)  
**Phillip Moore, Chief Financial Officer**

**APPROVED AS TO PURCHASING:**

Lauren Rowley  
**Lauren Rowley, Purchasing Manager**



# CITY OF FLINT

## Department of Public Works & Utilities

Sheldon A. Neeley  
Mayor

August 13, 2024

**TO:** Lauren Rowley  
Purchasing Manager

**FROM:** Entrice Mitchell <sup>EM</sup><sub>FM</sub>  
Sewer Systems Supervisor

**SUBJECT:** SOLE SOURCE – JACK DOHENY SUPPLY

Jack Doheny is the closest authorized VACTOR dealer located within the State of Michigan. VACTOR is the brand of combination and hydro excavator machines that both the water and sewer departments possess.

Requisition 25-9195 in the amount of \$120,000.00 has been pre-encumbered.

If you have any further questions or concerns, feel free to give me a call at 810 766-7079 ext. 3418.

**Signature:** *Entrice Mitchell*

**Email:** [jmitchell@cityofflint.com](mailto:jmitchell@cityofflint.com)



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** August 9, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Vactor Parts & Repairs

**PREPARED BY:** Cheri Priest, WSC Administrative Manager for Entrice "Jiggy" Mitchell, Sewer Systems Supervisor

**VENDOR NAME:** Jack Doheny Supply

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The WSC requests a purchase order be issued to Jack Doheny Supply for parts and repairs of the 5 VACTOR brand vehicles the WSC currently owns. This is our annual request for parts and accessories. These vehicles are highly specialized and are used for sanitary and storm system cleaning and water hydro excavation. Jack Doheny Supply is the authorized dealer for this brand, located in Northville, Michigan. We have used Jack Doheny Supply for over 30 years with an overall high satisfaction rate. We have had some issues in the past with the amount of time it has taken to get the vehicles repaired and some repeat repairs for the same original complaint, which may or may not be related to operator error.

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

FY 19-20 - \$29,000.00 590-540.208-752.000 \$29,900  
FY 20-21 - \$36,541.11 590-540.208-752.000 \$31,541.11 - 591-540.202-752.000 \$5,000.00  
FY 21-22 \$38,000.00 590-540.208-752.000 \$30,000.00 - 591-540.202-752.000 \$8,000.00  
FY 22-23 - \$68,079.64 590-540.208-977.000 (lateral launch camera for tv truck)  
FY 22-23 - \$203,000.00 590-540.208-752.000 \$60,000.00 - 590-540.208-977.000 \$30,000.00  
591-540.202-752.000 \$23,000.00 - 591-540.202-977.000 \$10,000.00  
MERGED FUNDS FY 22-23 (above allocation of \$203,000.00) \$30,000.00 590-540.208-977.000  
\$10,000.00 591-540.202-977.000  
RESOLUTION# 230155 \$30,000.00 590-540.208-977.000  
\$10,000.00 591-540.202-977.000  
  
FY-22-23 - \$239,198.15 590-540.208-863.000 (\$25,000 sewer department portion, remainder paid from 677 Insurance fund, this claim was due to a vehicle accident)  
FY 23-24 - \$140,000.00 590-540.208-977.000 - 115,000.00 - 591-540.202-977.000 - 25,000.00  
(includes merged funds) RESOLUTION# 240085



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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

These vehicles need to be in working order to maintain the sewer systems for the City of Flint. If these vehicles are out of service for extended periods of time, the residents will be impacted with increased sewer backups, and street flooding's. The Sewer department heavily depends on these vehicles to perform their daily and routine maintenance tasks. This is a service that residents have every expectation of being completed and in a timely manner. The Sewer department is also under increased scrutiny from EGLE in regards to MS4 requirements. The Water department hydro excavator is used for numerous jobs, such as, excavating repairs and capping water and sewer lines (cut and plugs) for vacant housing demolition. The City of Flint receives funding from the Genesee County Land Bank to perform cut and plugs and there is always a deadline on when the repairs have to be completed. Residents benefit from vacant homes being torn down as it eliminates an unsightly neighborhood eyesore and decreases crime. It also allows homeowners to feel pride in their city and neighborhoods.

**Section IV: FINANCIAL IMPLICATIONS:**

This expenditure is budgeted. We are currently budgeted for \$1,000,000.00 in the Sewer Department vehicle and equipment charges account and \$740,000.00 in the Water Department vehicle and equipment charges account. This represents approximately 10% (sewer) and 3.5% (water) of this budget line item. The remaining funding in both accounts will be used for vehicle purchases and repairs.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	Supplies	590-540.208.752.000	N/A	96,000.00
2493	Supplies	591-540.202-752.000	N/A	24,000.00
<b>FY25 GRAND TOTAL</b>				<b>120,000.00</b>



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 25-0009195

ACCOUNTING APPROVAL Cheri Priest Date: 08/13/2024

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: Entrice Mitchell  
Entrice Mitchell, Sewer Systems Supervisor

240409-T



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

**RESOLUTION TO CONTRACT WITH WEINSTEIN ELECTRIC COMPANY TO COMPLETE REPAIRS OF DECORATIVE STREET LIGHTS IN THE CITY OF FLINT**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the City of Flint Department of Business and Community Services identified decorative street lights in the City of Flint that need to be repaired; and

**WHEREAS**, the City of Flint had a contract with Weinstein Electric Co. had a city contract for the upgrade/maintenance of city-wide decorative lighting but due to the restrictions of COVID-19, decorative light services came to a halt, and due to Weinstein's historical knowledge of the various types of lights used, and locations of the lighting in the City, it is in the best interest of the City to continue these services with Weinstein Electric Co. to assure the efficiency of these services being performed and completed.

**WHEREAS**, the City of Flint will again utilize Weinstein Electric Company as the contractor to complete the repairs to the decorative lights and the total contract amount authorized will be Two Hundred Twenty-One Thousand, One Hundred Fifty-Five (\$221,155.00) Dollars. The grant code and accounts have been established as follows:

Account Number	Account Name / Grant Code	Total Amount
219-448.000-801.000	Street Lights Fund – Professional Services	\$221,155.00

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to enter into a contract with Weinstein Electric Company in an amount not to exceed \$221,155.00 for the purposes of decorative street light repairs in the City of Flint.

**For the City:**

**For the City Council:**

Clyde D. Edwards / A0288  
Clyde D. Edwards / A0288 (Aug 12, 2024 09:51 EDT)  
Clyde D. Edwards, City Administrator

\_\_\_\_\_

**Approved as to Form:**

**Approved as to Finance:**

JK  
Joseph Kuptz (Aug 12, 2024 09:06 EDT)  
Joseph Kuptz, Acting City Attorney

Phillip Moore  
Phillip Moore (Aug 12, 2024 09:00 EDT)  
Phillip Moore, Chief Financial Officer

**RESOLUTION STAFF REVIEW**

**TODAY'S DATE:** August 7, 2024

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE: RESOLUTION TO CONTRACT WITH WEINSTEIN ELECTRIC COMPANY TO COMPLETE REPAIRS OF DECORATIVE STREET LIGHTS IN THE CITY OF FLINT**

**PREPARED BY:** Emily Doerr

**VENDOR NAME:** N/A

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Weinstein Electric Co. had a city contract for the upgrade/maintenance of city-wide decorative lighting in FY21. Due to restrictions of COVID-19, decorative light services came to a halt. Due to Weinstein's historical knowledge of the various types of lights used, and locations of the lighting in the City, it is in the best interest of the City to continue these services with Weinstein Electric Co. to assure the efficiency of these services being performed and completed.

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

Contract 21-003 with Weinstein Electric Company was adopted on 1/11/21.

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

It is crucial that lighting is upgraded, replaced and services for the safety of residents, businesses and college campuses located in the City of Flint. This contract will use street light funds for their exact purpose to benefit the decorative lighting infrastructure of city streets.

**Section IV: FINANCIAL IMPLICATIONS:**

There is \$221,155 in the Street Lights Fund for this activity.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
	Street Lights Fund	219-448.000-801.000		\$221,155.00
		<b>FY24 GRAND TOTAL</b>		<b>\$221,155.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 240008174

ACCOUNTING APPROVAL: Mary Jarvis Date: 08/12/2024

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 (Aug 12 2024 12:34 EDT)

---

Emily Doerr, Director – Business and Community Services





705 Kelso Street • Flint, Michigan 48506  
Tel. (810) 232-5934 • Fax (810) 232-3218

January 30, 2024

City of Flint  
1101 East Fifth Street  
Flint, Michigan 48502

Attention: Ms. Emily Doerr  
Mr. Lee Osborne

Email/Fax: Emily Doerr <edoerr@cityofflint.com>  
LOsborne@cityofflint.com  
Lauren Rowley <lrowley@cityofflint.com>

Subject: Proposal for Electrical Services  
Department Of Planning and Development  
Decorative lighting repairs and replacement  
Miller Road East of Hammerberg to Court Street  
Fox Street, South Chevrolet, University Ave from the river to Martin Luther king  
Ave.  
1101 East Fifth  
Flint, Michigan 48502  
Weinstein Electric Estimate No. 24-062

Ladies and Gentlemen:

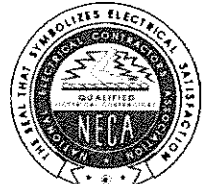
Weinstein Electric is pleased to provide you with our proposal to furnish labor and materials for the above-mentioned project. The following notes summarize key elements that form the basis of our proposal and reflect our interpretation of the project specifications and requirements:

A. GENERAL NOTES AND CLARIFICATIONS

- Furnish (10) new pole and Head Stresscrete King-150w-assembly.
- Furnish (2) New StressCrete light head.
- (4) new Hadco post top heads
- Install (11) new sets of anchor bolts if required.
- Repair wiring located in the existing pole base to reconnect the new pole.
- If any underground wiring is found to be defective, we will provide a proposal for repairs.
- If the pole base needs to be replaced, we will provide a proposal to make necessary repairs.
- Lift
- Boom Truck
- Electrical permit.
- 
- All necessary miscellaneous boxes, cable, couplings, conduit, fittings, supports, wire, etc. to complete the project.



Rev. 0,  
04/02/01



B. PRICING

Based on the aforementioned, the price of our proposal is as follows:

- TOTAL .....\$221,155.00
- INCLUDES: \$7000.00 ALLOWANCE FOR DIRECTIONAL BORING IF REQUIRED
- INCLUDES: \$10,000.00 ALLOWANCE FOR CONTINGENCY

C. PAYMENT TERMS

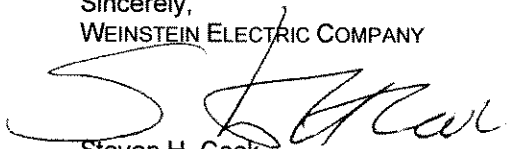
Our terms are net 30 days.

Accounts 30 days and over will be subject to a finance charge of 1.5% per month, which is an annual percentage rate of 18.0% to be applied to the unpaid balance.

We reserve the right to assess the cumulative impact of change orders on this project.

Weinstein Electric appreciates the opportunity to provide you with this proposal and looks forward to continued involvement with your future projects. If you have any questions after you review the proposal or if we may be of further assistance, please feel free to contact our office at (810) 232-5934.

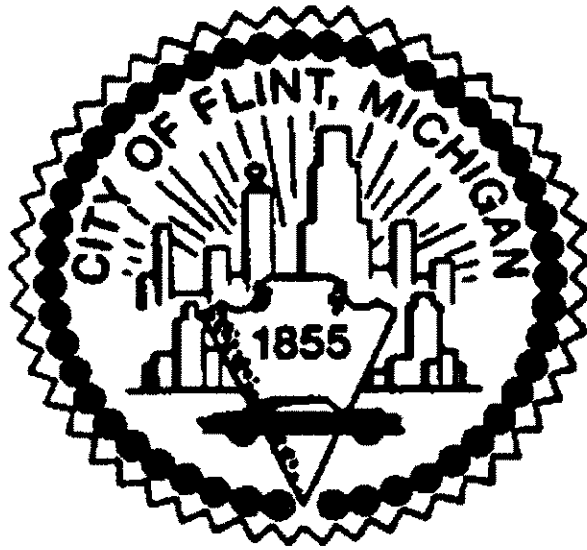
Sincerely,  
WEINSTEIN ELECTRIC COMPANY



Steven H. Cook  
Senior Business Development

**Contract #21-003**

# **CITY OF FLINT MICHIGAN**



# **CONTRACT**

**Weinstein Electric Company**

Repairs of Decorative Street Lights

\$181,749.00

219-443.206-801.000

## CONTRACT CHECKLIST

For those terms which are non-applicable, mark as N/A

- Resolution
- Notice to Proceed N/A
- Applicable Law
- Arbitration
- City Income Tax Withholding
- Compensation
- Contract Documents
- Disclaimer of Contractual Relationship With Subcontractors
- Effective Date
- Certification, Licensing, Debarment, Suspension and Other Responsibilities
- Force Majeure
- Furnishing of Bonds N/A
- Good Standing
- Indemnification
- Independent Contractor
- Insurance/Worker's Compensation
- Laws and Ordinances
- Liquidated Damages N/A
- Modifications
- No Third-Party Beneficiary
- Non-Assignability
- Non-Disclosure/Confidentiality
- Non-Discrimination
- Anti-Lobbying
- Ethics
- Notices
- Records Property of City
- Scope of Services

**Severability** ✓

**Sole Proprietor Worker's Compensation Substitute** N/A

**Standards of Performance** ✓

**Subcontracting** \_\_\_\_\_

**Termination** ✓

**Time of Performance** ✓

**Union Compliance** ✓

**Waiver** ✓

**Whole Agreement** ✓

Notes:

If any additional terms are included, please describe why they are included.

Updated January 31, 2020

1. Liability Insurance
2. Quote from Contractor



210005

PRESOLUTION NO.: \_\_\_\_\_

JAN 11 2021

PRESENTED: \_\_\_\_\_

JAN 11 2021

ADOPTED: \_\_\_\_\_

**RESOLUTION TO CONTRACT WITH WEINSTEIN ELECTRIC COMPANY TO COMPLETE REPAIRS OF DECORATIVE STREET LIGHTS IN THE CITY OF FLINT**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the City of Flint Planning and Zoning Division identified decorative street lights in the City of Flint that need to be repaired; and

**WHEREAS**, the City of Flint typically uses Weinstein Electric Company to complete repairs relating to decorative street lights in the City of Flint

**WHEREAS**, the City of Flint will again utilize Weinstein Electric Company as the contractor to complete the repairs to the decorative lights; and

**WHEREAS**, the total contract amount authorized shall be One Hundred Eighty-One Thousand, Seven Hundred Forty-Nine and no/100 (\$181,749.00) Dollars. The grant code and accounts have been established as follows:

Dept.	Name of Account	Account Number	Grant Code	Amount
Street Lighting	Professional Services	Expense: 219-443.206-801.000	N/A	\$181,749.00

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to enter into a contract with Weinstein Electric Company in an amount not to exceed \$181,749.00 for the purposes of decorative street light repairs in the City of Flint.

**APPROVED AS TO FINANCE:**

Amanda Trujillo  
Amanda Trujillo  
Deputy Finance Director

**APPROVED AS TO FORM:**

Angela Wheeler  
Angela Wheeler  
Chief Legal Officer

**ADMINISTRATION:**

Clyde Edwards  
Clyde Edwards  
City Administrator

**CITY COUNCIL:**

Kate Fields  
Kate Fields  
City Council President



**CITY OF FLINT**

**RESOLUTION STAFF REVIEW FORM**

**TODAY'S DATE:** 01/04/2021

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** RESOLUTION TO CONTRACT WITH WEINSTEIN ELECTRIC COMPANY TO COMPLETE REPAIRS OF DECORATIVE LIGHTS IN THE CITY OF FLINT

**PREPARED BY:** Roy Lash, Planning and Development Dept., 810.766.7426 x3009

**VENDOR NAME:** Weinstein Electric Company

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint's Department of Planning and Development Department, Planning and Zoning Division has identified decorative street lights that need to be repaired within the City of Flint. Weinstein Electric Company has been used in the past to complete repairs of any damaged/broken decorative street lights, so the Division would like to contract with them again to complete the repair of 18 decorative street lights.

This resolution will authorize the City of Flint's Planning and Zoning Division to utilize the allocated funding to enter into a contract with Weinstein Electric Company in an amount not to exceed \$181,749.00 for the purposes of decorative street light repairs in the City of Flint.

**FINANCIAL IMPLICATIONS:**

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

*mm*

Dept.	Name of Account	Account Number	Grant Code	Amount
Street Lighting	Professional Services	Expense: 219-443.206-801.000	N/A	\$181,749.00
<b>FY20/21 GRAND TOTAL</b>				

**PRE-ENCUMBERED?** YES  NO  **REQUISITION NO:** 200003706

**ACCOUNTING APPROVAL:** Mary Jarvis **Date:** 01/04/2021

**FINANCE APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES  NO



**CITY OF FLINT**

*(If yes, please indicate how many years for the contract) 1 YEAR*

**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 \$181,749.00**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:** *Stephanie Williams* Director, Dept of Planning and Development  
*(PLEASE TYPE NAME, TITLE)*



**AGREEMENT BETWEEN CITY OF FLINT AND WEINSTEIN ELECTRIC COMPANY  
TO COMPLETE REPAIRS OF DECORATIVE LIGHTS IN THE CITY OF FLINT**

This agreement (hereinafter "Agreement") by and between the City of Flint, a Michigan Municipal Corporation, 1101 S. Saginaw Street, Flint, MI 48502, (hereinafter the "City"), and Weinstein Electric Company, hereinafter referred to as "Contractor."

**1. Applicable Law:** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.

**2. Arbitration:** Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.

- (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
- (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
- (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- (d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
- (e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

**3. City Income Tax Withholding:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to City tax, after giving effect to exemptions, as follows:

- (a) Residents of the City: At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
- (b) Non-residents: At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a material breach of this contract.

**4. Compensation:** The City shall pay for such services as have been set forth herein within 45 days of submission of proper invoices, releases, affidavits, and the like. Notwithstanding, the contract price shall not to exceed \$181,749.00. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth in this Section. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

- (a) Contractor shall submit itemized invoices for all services provided under this Agreement identifying:
  - (i) The date of service
  - (ii) The name of person providing the service and a general description of the service provided.
  - (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

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

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

**5. Contract Documents:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

**6. Disclaimer of Contractual Relationship With Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

**7. Effective Date:** This contract shall be effective upon the date that it is executed by all parties and presented to the City of Flint Clerk. This contract shall not extend beyond August 31, 2021.

**8. Certification, Licensing, Debarment, Suspension and Other Responsibilities:**

Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

**9. Force Majeure:**

Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue. Contractor acknowledges that the Country is in the middle of a COVID-19 pandemic and agrees that Contractor and its subcontractors will comply with Federal, State of Michigan Executive Orders, Local guidance, CDC, OSHA, MIOSHA and other regulatory guidelines to mitigate risk and exposure to COVID-19.

**10. Good Standing:**

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

**11. Indemnification:**

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence, or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Contractor. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.

**12. Independent Contractor:**

No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

**13. Insurance/Worker's Compensation:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Finance Department. Policies shall be reviewed by the City's Finance Department for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.
- (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
- (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Finance Department, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

**14. Laws and Ordinances:** Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

**15. Modifications:** Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

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

**17. Non-Assignability:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Non-Disclosure/Confidentiality:** Contractor agrees that Contractor will not disclose any such information provided to Contractor in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.

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

**20. Anti-Lobbying:** The Contractor shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Contractor shall not use any of

the grant funds awarded in this Agreement for the purpose of litigation against the State or City. Further, the Contractor agrees to require that language of this assurance be included in the award documents of all subawards.

**21. Ethics:** Pursuant to the Flint City Charter §1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, Contractor acknowledges receipt of Flint City Charter §1-602 and agrees that Contractor and its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers, in accordance with Flint City Charter §1-602.

**22. Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Suzanne Wilcox and Inez Brown, City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Steven Cook, Weinstein Electric Company, 213 West First Avenue, Flint, MI 48503 or to such other address as may be designated in writing by Contractor from time to time.

**23. Records Property of City:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint, and shall be disclosed to the City upon request.

**24. Scope of Services:** Contractor shall provide all of the materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to complete the project in accordance with the proposals submitted on November 1, 2020. Contractor shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents.

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

**25. Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of

this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

**26. Standards of Performance:** Contractor agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining any certifications in accordance with any applicable legal requirements.

**27. Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

**28. Termination:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its City Administrator, may terminate this agreement upon actual notice to Contractor. Contractor may terminate this agreement by providing written notice that shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

In the event of a failure by either party to perform any material provision of this Contract, the other side shall give written notice of the breach along with 30 days to cure the breach. If after the 30 day period the breach has not been cured, the non-breaching party may terminate the contract. Either party may also terminate the contract if required by law to do so.

**29. Time of Performance:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

**30. Union Compliance:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.

**31. Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

**32. Whole Agreement:** This Agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing

and signed by both parties. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.


<SIGNATURES ON NEXT PAGE>




AGREEMENT BETWEEN CITY OF FLINT AND WEINSTEIN ELECTRIC COMPANY TO COMPLETE REPAIRS OF DECORATIVE LIGHTS IN THE CITY OF FLINT

**CONTRACTOR:**  
Weinstein Electric Company  
213 West First Avenue  
Flint, MI 48503


**WITNESS(ES):**

  
\_\_\_\_\_  
3/26/21  
Date


  
\_\_\_\_\_

Its Vice President  
Title of Position

**CITY OF FLINT, a Michigan Municipal Corp.:**

  
\_\_\_\_\_  
Sheldon A. Neeley, Mayor

3/24/21  
Date

  
\_\_\_\_\_  
Clyde Edwards, City Administrator

3/24/21  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

2-24-2021  
Date



# CERTIFICATE OF LIABILITY INSURANCE

▼ *Mary Jarvis*

DATE (MM/DD/YYYY)  
01/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Peabody Insurance Agency, Inc. 265 N. Alloy Dr. Fenton MI 48430		<b>CONTACT NAME:</b> Bridget Briggs <b>PHONE (A/C, No, Ext):</b> (810) 829-1504 <b>FAX (A/C, No):</b> (810) 829-2822 <b>E-MAIL ADDRESS:</b> bbriggs@peabodyinc.com	
<b>INSURED</b> Weinstain Electric Company 213 W First Ave Flint MI 48503		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Selective Insurance America	<b>NAIC #</b> 12572
		<b>INSURER B:</b> Pioneer State Mutual Ins (Writing Co)	18309
		<b>INSURER C:</b> Selective Way Insurance	28301
		<b>INSURER D:</b> Accident Fund National Insurance Company	12305
		<b>INSURER E:</b> Indian Harbor Insurance Co	38840
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL206505602      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	S 2215614	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		CA00302099	07/01/2020	07/01/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	S 2215614-UMB	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCV6211144	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented and Leased Equipment		S 2215614	07/01/2020	07/01/2021	Limit \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The City of Flint including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured in regards to General Liability on a primary and noncontributory basis when required by written contract. A 30 day notice of cancellation applies.

<b>CERTIFICATE HOLDER</b> City of Flint Finance Department 1101 S Saginaw St 3rd Floor Flint MI 48502	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>David W. Lucas</i>
---	---



213 West First Avenue • Flint, Michigan 48503  
Tel. (810) 232-5934 • Fax (810) 232-3218

November 18, 2020

City of Flint  
1101 East Fifth Street  
Flint, Michigan 48502

Attention: Ms. Keizzy Anpalagan  
Mr. Lee Osborne

Email/Fax: [kanpalagan@cityofflint.com](mailto:kanpalagan@cityofflint.com)  
[losborne@cityofflint.com](mailto:losborne@cityofflint.com)

Subject: Proposal for Electrical Services  
City of Flint  
Department of Planning and Development  
Boroughs Park, Fox and Chevy Ave, Decorative Lights  
Flint, Michigan  
Weinstein Electric Estimate No. 20-540b

Ladies and Gentlemen:

Weinstein Electric is pleased to provide you with our proposal to furnish electrical services for the above-mentioned project. We have based our proposal on the following:

- Per a site visit with Mr. Lee Osborne of the City of Flint and Mr. Steven H. Cook of Weinstein Electric Company.
- Discussions with Ms. Keizzy Anpalagan of the City of Flint Planning and Development.
- The delivery is 10-12 weeks from time of purchase order to the manufacturer

In addition to the item(s) listed above, the following notes summarize key elements that form the basis of our proposal and reflect our interpretation of the project specifications and requirements:

A. GENERAL NOTES AND CLARIFICATIONS

- Furnish (11) new pole and Head Stresscrete King-150w-assembly
- Install (11) new sets of anchor bolts if required,
- Repair wiring located in the existing pole base to reconnect new pole
- If any underground wiring is found to be defective, we will provide a proposal to repair.
- If pole base needs to be replaced, we will provide a proposal to make necessary repairs.
- Lift
- We will need to work with the City to gain access to the controls operating these lights.



Rev. 0,  
04/02/01



**CONTRACT ROUTING FORM**

FROM: Planning and Development Department NO. \_\_\_\_\_  
NOTE: PLEASE CALL Keizzy Anpalagan, EXT. 3027 AFTER APPROVAL

**CONTRACT NAME:**

**AGREEMENT BETWEEN CITY OF FLINT AND WEINSTEIN ELECTRIC COMPANY TO  
COMPLETE REPAIRS OF DECORATIVE LIGHTS IN THE CITY OF FLINT**

---

**1. CONTRACT REVIEW -DEPARTMENT DIRECTOR**

Date in: \_\_\_\_\_

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

BY:

  
\_\_\_\_\_  
Suzanne Wilcox, Planning & Development Director

Date: 2/24/21

---

**2. CONTRACT REVIEW - LEGAL**

Date in: 2-24-2021

The attached Contract is s submitted to the Legal Department for approval. The Legal Department reviewed this Contract as to form and content and by signing this form approves as to form and content.

BY:

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

Date: 2-24-2021

---

240411-T



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

PROPOSAL #22000529  
BY THE CITY ADMINISTRATOR:

**RESOLUTION TO METRON-FARNIER, LLC, FOR THE PURCHASE OF WATER METERS**

WHEREAS, The Division of Purchases and Supplies solicited proposals in FY23 via P22000529 for the AMI Water Meter Upgrade project. Metron-Farnier, LLC was awarded as the lowest responsive bidder for this project with the approval of City Council with the adoption of Resolution #220290 on July 22, 2022.

WHEREAS, The City of Flint Water Service Center, Utilities Division, is requesting a purchase order be issued to Metron-Farnier for the purchase of residential and commercial water meters. Metron-Farnier (which is already in place in the meter reading system) is the sole source vendor of Metron water meters utilized and distributed by the City of Flint Water Service Center.

WHEREAS, The City of Flint Water Service Center, Utilities Division, is requesting the proposed amount of \$500,000.00 for the purchase of residential & commercial water meters. There is adequate funding for said purchase in the listed accounts.

Funding for said purchases will come from the following account:

591-540.200-752.000	Supplies	\$312,500.00
590-540.207-752.000	Supplies	\$312,500.00
<b>FY25 GRAND TOTAL:</b>		<b>\$625,000.00</b>

IT IS RESOLVED, that The Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to Metron-Farnier, LLC in an amount not to exceed \$625,000.00 for FY2025 (07/01/24-06/30/25) for the purchase of additional Water Meters for the Water Service Center.

APPROVED AS TO FORM:

JK  
Joseph Kuptz (Aug 13, 2024 16:46 EDT)  
**Joseph Kuptz, Acting City Attorney**

APPROVED AS TO FINANCE:

Philly Moore  
Phillip Moore (Aug 13, 2024 17:31 EDT)  
**Phillip Moore, Chief Finance Officer**

FOR THE CITY OF FLINT:

Clyde D. Edwards / A0294  
Clyde D. Edwards (Aug 13, 2024 13:45 EDT)  
**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley  
**Lauren Rowley, Purchasing Manager**



**Confidential**

**2024 Meter / I8 VN Price List**

**Single Jet Water Meters**

<b>Model</b>	<b>Size</b>	<b>Sale Price</b>
Altair (composite rotary piston)	5/8" x 3/4"	\$385
Spectrum 30 (composite single-jet)	5/8" x 3/4"	\$385
Spectrum 50DL	1"	\$605
Spectrum 88DL	1 1/2"	\$815
Spectrum 130D	2"	\$1245
Spectrum 175D	3"	\$1,950
Spectrum 500D	4"	\$2,950
Spectrum 1000D	6"	\$3,850
Enduro 2800D	6"	\$6,800
Enduro 2800D	8"	\$7,600
Tablet Programmer		\$650
External Antenna as needed		\$15
I8 VN Cellular Register		\$325
I8 VNr Cellular Remote		\$450
Voyager Hydrant Meter		\$1,370
Optional GPS		\$425

All Meters will come with I8 VN LTE M Cellular register.  
All Meters include access to Waterscope Software  
10 years of data (connectivity is included)




# CITY OF FLINT

## Department of Public Works & Utilities

Sheldon A. Neeley  
Mayor

August 12, 2024

**TO:** Lauren Rowley  
Purchasing Manager

**FROM:** Paul Simpson   
Water Distribution Supervisor

**SUBJECT:** SOLE SOURCE – METRON-FARNIER FOR WATER METERS

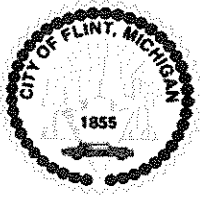
Metron-Farnier is the only vendor that manufactures the Metron-Farnier water meter. The water department requires an annual supply of water meters for replacement (broken, damaged and stolen) and installation (for residents who never had their water meter upgraded in the meter change out program) The water meters must be compatible with the existing water meter reading system. Metron-Farnier has supplied meters to the City of Flint for the past 19 years with no issues.

Requisition 25-9211 in the amount of \$625,000.00 has been pre-encumbered.

If you have any further questions or concerns, feel free to give me a call at 810 766-7202 ext. 3413.

**Signature:**

**Email:** [PSimpson@cityofflint.com](mailto:PSimpson@cityofflint.com)



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** August 8, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Water Meters

**PREPARED BY:** Cheri Priest, WSC Administrative Manager for Paul Simpson, Water Distribution Supervisor

**VENDOR NAME:** Metron Farnier LLC

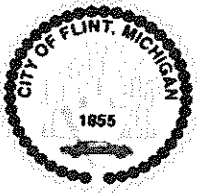
## **Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Water Service Center requests a purchase order be issued to Metron-Farnier LLC for the purchase of residential and commercial water meters. The Water Service Center has been utilizing this vendor for water meters (except for the large meter change out program completed in 2022 by another vendor) since 2005. We have had nothing but issues with the large meter change out vendor (Badger Meter). The Metron-Farnier meter offers an interchangeable meter register which can be programmed for any size meter, the meters are reusable and interchangeable and tamper resistant (no wires to cut). The previous change out vendor's meters do not have interchangeable heads, the meter register cannot be reprogrammed back to a -0- meter read when reusing, are tamper resistant (do have wires that can be cut) and have what we consider a high ongoing failure rate. We have returned the defective meters to Badger Meter who can offer no explanation as to the failures other than the numbers fall within their companywide failure rate. In our almost 20 years of purchasing meters from Metron-Farnier, we have experienced none of the above issues with our meter purchases and installations. This request is for our annual supply of water meters and Metron-Farnier is a sole source vendor for this meter. These meters are needed for new installation and new construction. They are also used to replace meters that have been damaged or stolen.

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

FY 20-21 591-540.200-752.000 - \$75,367.57, 590-540.207-752.000 - \$75,367.57 - RESOLUTION #200414  
FY 21-22 591-540.200-752.000 - \$70,367.57, 590-540.207-752.000 - \$70,367.57 - RESOLUTION #210329  
FY 22-23 591-540.200-752.000 - \$289,000.00, 590-540.207-752.000 - \$289,000.00 - RESOLUTION #220317 & RESOLUTION# 220290 (Resolution 220290 was grant funded, Resolution # 220317 was department funded)  
FY 23-24 591-540.200-752.000 - \$373,600.00, 590-540.207-752.000 - \$373,600.00 - RESOLUTION #230210





# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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

The current water meters are remote read which allows for improved meter reading which translates into more accurate water bills for residents. The remote read meter also can detect if a resident has a leak, which when notified, allows them to repair any internal plumbing issues they may have regarding any leaks. There are no environmental implications for this water meter. Metron-Farnier complies with the no lead in water meters' federal requirements. This purchase will allow the City of Flint to purchase approximately 1700 water meters. Metron-Farnier is a sole source vendor for the sale of these meters which are manufactured in Colorado. There are no partnerships or collaborations, other than the vendor, for the purchase of these water meters.

### Section IV: FINANCIAL IMPLICATIONS:

This expenditure is budgeted. We are currently budgeted for \$650,000.00 for supplies in the water meter reading (\$325,000.00) and sewer meter reading (\$325,000.00) accounts. This expenditure accounts for approximately 95% of the supply budget for the meter room. The remaining funding will be used for any other supply purchases the meter room may need, including additional meters.

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
2493	Supplies	591-540.200-752.000	N/A	\$312,500.00
2496	Supplies	590-540.207-752.000	N/A	\$312,500.00
<b>FY25 GRAND TOTAL</b>				<b>\$625,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 25-0009211

ACCOUNTING APPROVAL Cheri Priest Date: 08/12/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO



**CITY OF FLINT  
STAFF REVIEW FORM**

Revised July 2, 2024

**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:** Paul Simpson  
Paul Simpson / Aug 12, 2024 14:06 EDT

Paul Simpson, Water Distribution Supervisor



RESOLUTION NO.: 240412-7  
 PRESENTED: 9-04-2024  
 ADOPTED: \_\_\_\_\_

PROPOSAL 21000605

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO D.H.T. TRANSPORT LLC FOR FY 2025 WPC SLUDGE HAULING**

**WEREAS**, The Division of Purchases and Supplies solicited bids for 3-year WPC Sludge Disposal Services (FY 2022, FY 2023, and FY 2024) as requested by Water Pollution Control, a Division of Public Works. This service provided sludge hauling to the approved landfill for the purpose of disposing of biosolids cake and grit.

**WHEREAS**, D.H.T. Transport LLC was the lowest, responsive bidder of said solicitation.

**WHEREAS**, D.H.T. Transport LLC has agreed to extending their pricing schedule for FY2025, which includes an annual 2.5% price increase for each fiscal year, equating to \$489.99 per flat (trailer volume is approximately 25 tons).

**WHEREAS**, WPC recommends that D.H.T. Transport LLC the lowest, responsive bidder, be awarded a fourth year to provide WPC Sludge Hauling Services in the amount of \$280,000.00.

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

Account Number	Account Name/ Grant Code	Amount
590-550.100-815.550	WPC-Sludge Disposal	\$280,000.00
	<b>FY 2025 TOTAL</b>	<b>\$280,000.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to do all things necessary to issue a Purchase Order to D.H.T. Transport LLC, 2695 West Vassar Road, Reese, MI 48757 for Water Pollution Control Sludge Hauling/Transportation Services, in the not-to-exceed FY 2025 amount of \$280,000.00.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Joseph Kuptz, Acting City Attorney

**APPROVED AS TO FINANCE:**

\_\_\_\_\_  
 Phillip Moore, Chief Financial Officer

**FOR THE CITY OF FLINT:**

\_\_\_\_\_  
 Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**

\_\_\_\_\_  
 Lauren Rowley, Purchasing Manager



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** 07/11/2024

**BID/PROPOSAL:** Extended Pricing with a 2.5% increase from FY 2024

**AGENDA ITEM TITLE:** WPC Sewage Sludge Cake Hauling – Bid Extension with 2.5% price increase

**PREPARED BY:** Krystal Wallace, DPW – Water Pollution Control

**VENDOR NAME:** DHT Transportation

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Water Pollution Control (WPC) generates approximately 15,000 wet tons of biosolids cake and grit (“residuals”) from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. These services are to be provided with fixed rates for the fiscal year. DHT Transportation has agreed to extend their current contract for a 4<sup>th</sup> year. The previous 3-year bid included an annual price increase of 2.5%; this fourth year will adhere to the same pricing structure. This procurement will allow WPC to continue with current schedules for removing and landfilling sewage sludge cake without interruption.

It is recommended DHT transportation be awarded the purchase order for Sewage Sludge Cake hauling. A copy of their price extension letter is attached.

**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	% of Account Budget
2025	590-550.100-815.550	\$1,085,000.00	\$280,000.00	N/A	Pending	25.81%
2024	590-550.100-815.550	\$523,000.00	\$250,000.00	\$269,999.32	220288	47.80%
2023	590-550.100-815.550	\$509,100.00	\$250,000.00	\$249,375.74	220288	49.11%
2022	590-550.100-812.000	\$693,000.00	\$250,000.00	\$226,155.00	210264	36.08%
2021	590-550.100-812.000	\$668,500.00	\$218,500.00	\$188,931.50	180384	32.69%

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

The City has used this vendor for multiple fiscal years, with satisfactory results and assistance. They are one of very few vendors that provide this service, and the only vendor which maintains reasonable rates. The purchase order ensures that the requirements of NPDES permit for sludge removal will be met. WPC has no approved area to store wastewater treatment process residuals and/or debris.

**Section IV: FINANCIAL IMPLICATIONS:**

Adequate funding is budgeted for this expense. This requisition is fully encumbered.



# 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
DPW-WPC	Professional Services	590-550.100-815.550		\$280,000.00
<b>FY2025 TOTAL</b>				<b>\$280,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250008816

ACCOUNTING APPROVAL: *L. Wallace* Date: *08/30/2024*

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO  -

(If yes, please indicate how many years for the contract) YEARS

Year 1:

Year 2:

Year 3:

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE: *Jeanette M. Best*  
*Jeanette M. Best, WPC/DPW Manager*



City of Flint

Finance Department – Division of Purchases and Supplies

1101 S Saginaw St M203

Flint, MI 48502

RFP Title: Sewage Sludge Cake Disposal and Transport Services

We at DHT would like to offer a continuation of our services to the City of Flint in the matter of transportation of Bio-solid transportation to the landfill(s) for a period of 1 year at an additional 2.5% rate C.O.L.A. Additional years' transportation of Bio-solids would be at a 2.5% additional fee. Please let me know if you have any questions or concerns in this matter. I can be reached at 989-751-3301.

Thank you for the opportunity to work with you again!

Thank you!

-Celeste

Kind Regards,

Celeste Culver | Gravel Train Division Manager

D.H.T. Group | 2695 W. Vassar Rd Reese, MI. 48757

Office: (989) 759-2010 ext. 138 | Mobile: (989)751-3301 | Fax: (989) 759-2019


Email: [cculver@dht-inc.com](mailto:cculver@dht-inc.com)



2695 West Vassar Rd • P.O. Box 375 • Reese, Michigan 48757  
Phone: 989-759-2010 • Fax: 989-759-2020 • [www.dht-inc.com](http://www.dht-inc.com)



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 Please consider the environment before printing this email

## Biosolids Transportation Contract YEAR 1 BID FORM

MAY 1, 2021 10:30 AM

<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 455.00	\$ 455.00	\$ 455.00	\$ 500.00

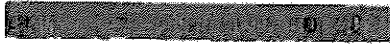


**Biosolids Transportation Contract  
YEAR 2 BID FORM**



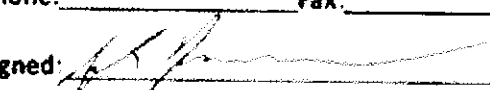
<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 466.38	\$ 466.38	\$ 466.38	\$ 512.50

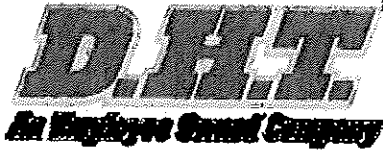
## Biosolids Transportation Contract YEAR 3 BID FORM



<b>BIDDER Name and Address</b>	DHT Transport 2695 W. Vassar Rd. Reese, MI 48757			
<b>LANDFILL</b>	<b>Republic Citizens Grand Blanc</b>	<b>Brent Run Montrose</b>	<b>Venice Park Lennon</b>	<b>Waste Management Birch Run</b>
<b>LOCATION</b>	2361 W Grand Blanc RD Grand Blanc MI 48439	8335 Vienna RD Montrose MI 48457	9536 E Lennon RD Lennon MI 48449	4143 East Rathbun RD Birch Run MI 48415
<b>DISTANCE, Miles Travel Time</b>	<b>10.2</b> 12 minutes	<b>15.0</b> 17 minutes	<b>13.8</b> 19 minutes	<b>21.3</b> 29 minutes
<b>Cost per ton, per mile General rate</b>	<b>Cost per ton Trailer</b>			
\$ N/A	\$ 478.04	\$ 478.04	\$ 478.04	\$ 525.31

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.

Terms: Net30 Fed. ID#: 47-4311495  
 Firm Name: DHT Transport  
 Address: 2695 W. Vassar Rd.  
 City/State/Zip: Reese, MI 48757  
 Phone: 989-759-2010 Fax: 989-759-2019 Email: jzimmerman@dht-inc.com  
 Signed:  Date: 3/23/21



3/24/2021

City of Flint

Finance Department-Division of Purchases and Supplies

1101 S Saginaw St M203

Flint, MI 48502

RFP Title: Sewage Sludge Cake Disposal and Transport Services

RFP Num: 21000605

Deadline: 3/24/2021

Proposer: DHT Transport

To Whom it may Concern:

Scope of Work Changes have been made to the original proposal set forth by the City of Flint. DHT Transport requests the bid scope be changed from "per ton" to "per trailer". In this case "per trailer" refers to each unit being counted separately for purposes of billing. DHT Transport will continue to provide equipment capable of hauling the proposed 25 ton. Due to production at the plant, tonnage per trailer may vary. DHT Transport is attempting to level our cost and simplify billing. DHT Transport returns the landfill manifest each day to the plant for verification purposes.

240413-T



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

PROPOSAL 25000500

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO REPUBLIC SERVICES (CITIZENS LANDFILL) FOR WPC SLUDGE DISPOSAL**

WEREAS, The Division of Purchases and Supplies solicited bids for 3-year WPC Sludge Disposal Services (FY 2025, FY 2026, and FY 2027) as requested by Water Pollution Control, a Division of Public Works. This service provides a landfill for the purpose of disposing of biosolids cake and grit. These residuals must be removed from the premises as part of the wastewater treatment process.

WHEREAS, Republic Services (Citizen Landfill) was the lowest, responsive bidder of said solicitation.

WHEREAS, WPC recommends that Republic Services (Citizen Landfill) the lowest, responsive bidder, be awarded the 3-Year contract for WPC Sludge Disposal Services in the amount of \$776,000.00 for FY 2025, and pending adoption of the FY 2026 and FY 2027 budgets in the amounts of \$880,000.00 and \$968,000.00, respectively.

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

Account Number	Account Name/ Grant Code	Amount
590-550.100-815.550	WPC-Sludge Disposal	\$776,000.00
	Interim PO 25-007525	\$24,000.00
	<b>FY 2025 TOTAL</b>	<b>\$800,000.00</b>

IT IS RESOLVED, that the Proper City Officials are hereby authorized to do all things necessary to issue a Purchase Order to Republic Services Citizens Landfill, 2361 W. Grand Blanc Road, Grand Blanc, Michigan 48439 for 3-year Water Pollution Control Sludge Disposal Services, in the not-to-exceed FY 2025 amount of \$776,000.00, a 2025 fiscal year aggregate total of \$800,000.00, and pending adoption of the FY 2026 and FY 2027 budgets in the amounts of \$880,000.00 and \$968,000.00, respectively.

APPROVED AS TO FORM:

JK  
Joseph Kuptz (Aug 30, 2024 13:36 EDT)  
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Paul T. Borie for  
Paul T. Borie for (Aug 30, 2024 12:58 EDT)  
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

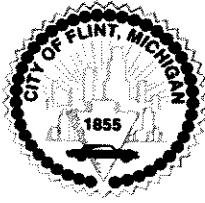
CLYDE D EDWARDS / A0301  
CLYDE D EDWARDS / A0301 (Aug 30, 2024 13:58 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley  
Lauren Rowley, Purchasing Manager



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** 08/28/2025  
**BID/PROPOSAL:** P25-500  
**AGENDA ITEM TITLE:** SEWAGE SLUDGE CAKE DISPOSAL  
**PREPARED BY:** Jeanette Best, WPC/DPW Manager  
**VENDOR NAME:** Republic Services Citizens Landfill

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Water Pollution Control (WPC) generates approximately 16,000 wet tons of biosolids cake and grit ("residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The services are to be provided with fixed rates, for a period of three fiscal years. The Contract, if approved, will be in effect for FY2025, FY2026, and FY2027.

WPC recommended that the lowest qualified bidder; Republic Services be awarded the three year bid for Disposal Services (Landfill) services in the amount of \$800,000.00 (FY 2025), \$880,000.00 (FY2026), and \$968,000.00 (FY 2027), a three-(3) year total of \$2,648,000.00.

**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	% of Account Budget
	<b>Republic Services</b>					
2024	590-550.100-815.500	\$523,000.00	\$273,000.00	\$258,238.72	210263	52.20%
2023	590-550.100-815.500	\$509,100.00	\$260,000.00	\$177,005.08	210263	51.07%
2022	590-550.100-815.500	\$693,000.00	\$247,000.00	\$209,391.10	210263	35.64%
	<b>Waste Management</b>					
2021	590-550.100-812.000	\$668,500.00	\$450,000.00	\$409,127.27	180389	67.31%
2020	590-550.100-812.000	\$645,200.00	\$432,000.00	\$401,788.44	180389	66.96%

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

The City has used Republic Services for the past three years with satisfactory results and assistance. They extended their FY2024 contract to continue taking the dewatered solids give us time while we evaluated the bids for FY2025-2027. The purchase order ensures that the requirements for the NPDES permit will be met.

**Section IV: FINANCIAL IMPLICATIONS:**

Adequate funding is budgeted for this expense.



# 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
DPW-WPC	Sludge Disposal Services	590-550.100-815.550		\$776,000.00
	Interim P.O. 25-007525			
DPW-WPC	Sludge Disposal Services	590-550.100-815.550		\$24,000.00
<b>FY2025 TOTAL</b>				<b>\$800,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 250008815

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO  -

(If yes, please indicate how many years for the contract) YEARS

Year 1: \$800,000.00

Year 2: \$880,000.00

Year 3: \$968,000.00

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE: *Jeanette M. Best*  
*Jeanette M. Best, WPC/DPW Manager*



**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
SEWAGE SLUDGE CAKE DISPOSAL (REBID)  
BID# 25000500**

Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/24 – 6/30/27

**Bidder# 1: Waste Management  
Lennon, MI**

Location: Venice Park Landfill, Lennon, MI

	YEAR 1	YEAR 2	YEAR 3
<b>Cost per Ton:</b>	\$150.00	\$170.00	\$190.00
<b>Total Cost: (3,000 tons/FY)</b>	\$450,000.00	\$510,000.00	\$570,000.00

Location: Eagle Valley Landfill, Orion Twp., MI

	YEAR 1	YEAR 2	YEAR 3
<b>Cost per Ton:</b>	\$150.00	\$170.00	\$190.00
<b>Total Cost: (13,000 tons/FY)</b>	\$1,950,000.00	\$2,210,000.00	\$2,470,000.00

**Bidder # 2: Republic Services  
Flint, MI**

Location: Citizens Landfill, Grand Blanc, MI

	YEAR 1	YEAR 2	YEAR 3
<b>Cost per Ton:</b>	\$50.00	\$55.00	\$60.50
<b>Total Cost: (16,000 tons/FY)</b>	\$800,000.00	\$880,000.00	\$968,000.00

**VENDOR REQUIREMENT CHECKLIST**

VENDOR NAME	ADDITIONAL HARD COPY RECEIVED	ELECTRONIC BID SUBMITTED VIA EMAIL
Wate Management	✓	✓
Republic Services	✓	✓

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



Sheldon Neeley  
Mayor

## REQUEST FOR PROPOSALS

PROPOSAL NO. 25000500

Publish Date: 7/31/24

### SCOPE OF WORK:

The City of Flint, Finance Department of Purchases & Supplies, is soliciting sealed bids for providing:

#### SEWAGE SLUDGE CAKE DISPOSAL – (3) YEARS - REBID

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit:

Submit to City:

- 1 original, printed, signed, original proposals and signed addenda
- 1 additional copies unbound
- 1 electronic copy

Please follow the following bid timeline.

### Questions

All written questions shall be directed Lauren Rowley, Purchasing Manager by **Wednesday, August 7, 2024, by 10am EST** to [lrowley@cityofflint.com](mailto:lrowley@cityofflint.com).

### Bid Submission Requirements

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Wednesday, August 14, 2024, by 11:00 A.M. (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to [PurchasingBids@cityofflint.com](mailto:PurchasingBids@cityofflint.com) by **Wednesday, August 14, 2024, by 11:00 A.M. (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

### Bid Opening

Bids will be opened publicly at the McKenzie Conference Room on the 2<sup>nd</sup> floor of Flint City Hall. The public is welcome to join in person or via Google Meet.

Bid Opening - Sewage Sludge Cake Disposal - REBID

Wednesday, August 14 - 11:00 – 11:30am

Time zone: America/New\_York

Google Meet joining info

Video call link: <https://meet.google.com/zoo-dbcv-fph>

Or dial: (US) +1 414-909-6692 PIN: 977 776 303#

More phone numbers: <https://tel.meet/zoo-dbcv-fph?pin=6330888316632>



1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: Net 30

Fed. ID #: 28-3293469

Company (Respondent): Republic Services

Address: 4101 Holiday drive

City, State & Zip Code: Flint, MI 48507

Phone / Fax Number: 810/768/2220 FAX: \_\_\_\_\_

Email: Tjohnston@republicservices.com

Print Name and Title: Rick Poff

(Authorized Representative)

Signed: 

(Authorized Representative)

## EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

*Please give a synopsis of your qualifications and experience with this service:*

Republic Services Citizens landfill handles Bio solids from a number of customer through out Michigan We have also handled the City of Flint Bio Solids for the last 6 years without issue. With our highly trained staff and management we are more than ables to coninue handling this material in an environmentally sound way.

*Please list Licenses:*

License number 9575, please see attached license for reference.

**How long have you been in business?**

25 years

**Have you done business with the City of Flint?**

Yes

**If yes, please state the project name.**

We have done the City of Flint solid waste contract, we have doen the Bio Solids , street sweepings and Demolition disposal along with a number of other projects with the City



Michigan Department of Environment, Great Lakes, and Energy  
Materials Management Division

**SOLID WASTE DISPOSAL AREA OPERATING LICENSE**

Effective April 22, 2019, the Michigan Department of Environmental Quality, by Executive Order Number 2019-06, became the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Effective April 22, 2019, the Waste Management and Radiological Protection Division became the Materials Management Division (MMD).

This license is issued under the provisions of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.11501 et seq., and authorizes the operation of this solid waste disposal area (Facility) in the state of Michigan. This license does not obviate the need to obtain other authorizations as may be required by state law.

FACILITY NAME: Citizens Disposal Landfill

LICENSEE/OPERATOR: Citizens Disposal, Inc.

FACILITY OWNER: Citizens Disposal, Inc.

PROPERTY OWNER: Citizens Disposal, Inc.

FACILITY TYPE(S): Municipal Solid Waste Landfill

FACILITY ID NUMBER: 470517

COUNTY: Genesee

LICENSE NUMBER: 9575

ISSUE DATE: October 23, 2019

EXPIRATION DATE: October 23, 2024

FACILITY DESCRIPTION: The Citizens Disposal Landfill, a municipal solid waste landfill, consists of 236.51 acres located in the SW 1/4 of Section 23, Mundy Township, Genesee County, Michigan, as identified in Attachment A and fully described in this license.

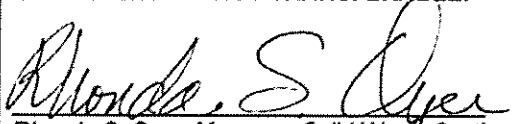
AREA AUTHORIZED FOR DISPOSAL OF SOLID WASTE: As described in Section 2 and identified in Attachment A of this license.

RESPONSIBLE PARTY: Derek Neal, Landfill Manager  
Citizens Disposal, Inc.  
2361 West Grand Blanc Road  
Grand Blanc, Michigan 48439  
810-655-4207

RENEWAL OPERATING LICENSE: This License Number 9575 supersedes and replaces Solid Waste Disposal Area Operating License Number 9530 issued to Citizens Disposal, Inc., on August 21, 2018.

This license is subject to revocation by the Director of the Michigan Department of Environment, Great Lakes, and Energy, if the Director finds that this Facility is not being constructed or operated in accordance with the approved plans, the conditions of a permit or license, Part 115, or the rules promulgated under Part 115. Failure to comply with the terms and provisions of this license may result in legal action leading to civil and/or criminal penalties pursuant to Part 115. This license shall be available through the licensee during its term and remains the property of the Director.

**THIS LICENSE IS NOT TRANSFERABLE.**

  
Rhonda S. Oyer, Manager, Solid Waste Section  
Materials Management Division

## EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

None

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2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

None

3. List any convictions or civil judgments under state or federal antitrust statutes.

None

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4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

None

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5. List any prior suspensions or debarments by any government agency.

None

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6. List any contracts not completed on time.

None

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7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

None

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❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS

Providing the following contact information enables the City of Flint to contact those accounts as references.

**Reference #1:**

Company/Municipality: City of Flint

Contact Person: Janelle Best Eric Brubaker Title: \_\_\_\_\_

Address: 4652 Beecher road

City: Flint State: MI Zip: 48532

Telephone: 810-691-9811 Fax: \_\_\_\_\_

Email: jbest@cityofflint.org

Type of Project: Disposal of bulk Bio solids Filter cake

Project Timeline (Dates): July 2020- Present Budget: over 1 million

**Reference #2:**

Company/Municipality: Livingston County Drain comission

Contact Person: Frank Ervin Title: Director

Address: 4662 Run yan lake road

City: Fenton State: MI Zip: 48430

Telephone: 517-375-3947 Fax: \_\_\_\_\_

Email: fervin@livgov.com

Type of Project: Transport and disposal of Bio solids

Project Timeline (Dates): 2020 through present Budget: 500K

❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS (CONTINUES)

Reference #3:

Company/Municipality: Genoa Oceloa Sewer and water authority

Contact Person: Jim Aulette Title: Director

Address: 900 Chilson road

City: Howell State: MI Zip: 48843

Telephone: 517-642-9653 Fax: \_\_\_\_\_

Email: jima@mhog.org

Type of Project: Transport and disposal of Bio solids

Project Timeline (Dates): 2015 through present Budget: 500K

## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE

### INSURANCE REQUIREMENTS

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

**Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.**

#### Minimum Limits:

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

**Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.**

#### Minimum Limits:

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

**Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.**

## ❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)

### Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

*Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.*

### Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

*Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.*

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

## ❖ EXHIBIT F – NON-BIDDER'S RESPONSE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b> PHONE (A/C No.Ext):      FAX (A/C No.Ext): E-MAIL ADDRESS: cert@ccmsi.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co.      22867	
	INSURER B: Indemnity Insurance Co of North America      43575	
	INSURER C: Illinois Union Insurance Company      27960	
	INSURER D: ACE Property and Casualty Insurance Co.      20699	
	INSURER E:	
	INSURER F:	


COVERAGES      CERTIFICATE NUMBER: 2455491      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			HDO G46921000	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10740063	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			XEU G46782148 008	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR, PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) A    If yes, describe under C    DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C57256882 - AOS WLR C57257672 - OR SCF C57257726 - VA WCU C57257829 - OH XS TNS C57194790 - TX NS XS	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF COVERAGE  United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 2455491**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829 as noted on page 1 of this certificate.

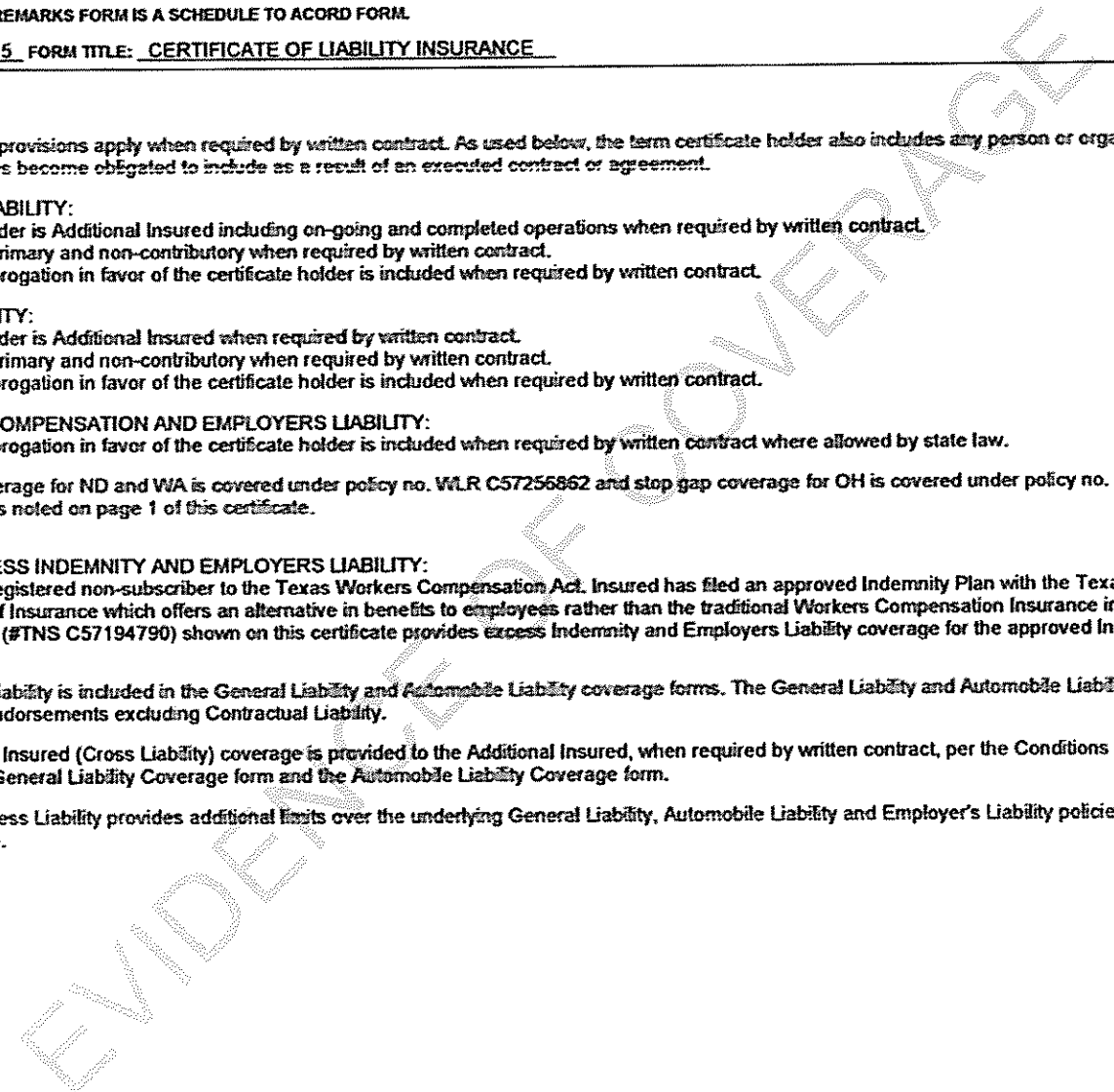
**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C57194790) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.



VENDOR'S NAME: \_\_\_\_\_

**NON-BIDDER'S RESPONSE**

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ *Specifications not clearly understood or applicable (too vague, too rigid, etc.).*

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is:

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ OTHER: \_\_\_\_\_

\_\_\_\_\_

Thank you for your participation in this bid.


❖ EXHIBIT G – CITY OF FLINT AFFADAVIT

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Genesee

Tim Johnston  being duly sworn, deposes and says that she/he/they

is M.E.S.E. of Tri-County Refuse

(Official Title)

(Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Deleware the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage over other bidders.

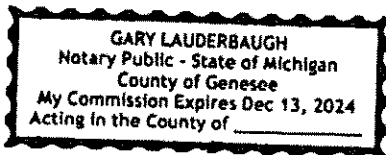
Subscribed and sworn to before me at Tri-County Refuse, in said County and State,

this 13<sup>th</sup> day of August, A.D. 2024



\*Notary Public, GENESEE County, MICHIGAN

My Commission expires Dec 13, 2024



**City of Flint  
Water Pollution Control**

**Sewage Sludge Cake Disposal Services**

**Request for Proposals**

**General Description and Purpose**

The City of Flint - Water Pollution Control (WPC) generates approximately 16,000 wet tons of biosolids cake and grt ("residuals") from its wastewater treatment process annually. Residuals must be transported off plant site to a landfill or other disposal site every weekday. The City of Flint is seeking detailed proposals from qualified firms to provide both disposal services for its dewatered sewage sludge cake, as needed. The services are to be provided on a unit (per wet ton) disposed basis, with fixed rates, for a period of three fiscal years. The Contract will be in effect for FY2025, FY2026, and FY2027. Fiscal years begin on July 1 and close on June 30. Services are to be available upon execution of the contract.

Proposals will be evaluated on the basis of the following:

1. Overall cost of services, the rate per ton disposed.
2. Sludge disposal experience, particularly in Michigan.
3. Availability and ease of use of the landfill site. Adequate and all-weather roads must be maintained to and on site.
4. Hours of landfill operation - Normal M - F hours should be ten hours per day or more. Saturday hours may be needed on occasion, so bidders should indicate normal hours and whether extended hours are available if requested in advance.

The amount of biosolids to be landfilled may vary depending on the weather and will need to be removed as they are generated.

Overall cost will be the primary determinant, but vendors will be evaluated in each category. The contractor's past experience in disposing of wastewater residuals such as biosolids cake in Michigan, must be included with references. Failure to address the above issues may result in disqualification, with the proposal being deemed incomplete.

The City must be assured that continuous service will be provided. Should the Contractor fail to provide landfilling of the biosolids at any time during the contract period as required, the City reserves the right to obtain temporary service from another provider, or take other

actions deemed necessary to provide disposal services. The costs of such service would be charged to the Contractor.

**Background:**

*Wastewater residuals for disposal are anaerobically digested biosolids which include primary sludge, secondary sludge, and commercial organic substrates. The stabilized biosolids are dewatered approximately 20%-30% dry solids.*

The dewatered cake is classified as a non-hazardous waste and is approved for disposal in a Class II sanitary landfill. It has always been approved for landfill, and could now also be land applied as Class B biosolids. Analytical data is appended to this document.

**SCOPE OF SERVICES**

**General**

Under this Contract, biosolids generated at the City of Flint's Water Pollution Control Plant at G-4652 Beecher Road in Flint Township, is to be disposed of at an ultimate disposal site (landfill). The bulk of the material is biosolids cake, which is dewatered *anaerobically digested and stabilized sewage sludge, about 20 – 30% dry material.* Other wastewater residuals, such as grit, may be included for disposal.

1. **Invoices and Billing** – Billing shall be on a monthly basis. The per ton rate bid is to include all costs and fees. Any overcharges shall be adjusted within the next billing cycle by means of a Credit Memo.
2. **Contract Length** – is for three years, commencing July 1, 2024, and ending on June 30, 2027. Bids shall be submitted for unit pricing (cost per ton disposed) for each of the three City fiscal years.
3. **Quantities** – are not guaranteed. Quantities mentioned in this solicitation are based on the information available at this time, but cannot be guaranteed. Actual quantities may vary significantly from those forecast. Also, the size of each load may vary, and minimum or maximum size loads are at the City's discretion. However, full containers or trucks are normally to be shipped.
4. **Landfill site** - must meet all regulatory requirements of the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE) and any other agency having jurisdiction over solid waste and sanitary landfills. It must be operated at all times in accordance with all relevant statutes and regulations, including environmental and worker safety requirements.
5. **Site Plans** – All bids must include two (2) sets of plans of the landfill site, which indicate current boundaries, and any planned expansion areas. Bids must also

include any EGLE inspection reports for the previous 2 years. Copies of any updates during the Contract term must be furnished to the City whenever they become available.

6. Termination - The City of Flint reserves the right to terminate the Contract for any reason. in such case, a minimum 7-day notice will be given.

## Biosolids (Landfill) Disposal Contract

### BID FORM

<b>BIDDER Name and Address</b>		Republic Services Citizens Landfill 2361 W. Grand Blanc Road Grand Blanc, MI 48439		
<b>Landfill (Sludge Disposal) Hours of Operation</b>		<b>YEAR 1 7/1/24 to 6/30/25</b>	<b>YEAR 2 7/1/25 to 6/30/26</b>	<b>YEAR 3 7/1/26 to 6/30/27</b>
		<b>Total cost per ton</b>	<b>Total cost per ton</b>	<b>Total cost per ton</b>
Monday thru Friday	6:30 am- 11am	\$50.00 per ton	\$55.00 per ton	\$60.50 per ton
Saturday	N/A	\$	\$	\$
Holidays	N/A	\$	\$	\$
<b>TOTAL COST 16,000 Tons per fiscal year</b>		<b>\$800,000.00</b>	<b>\$880,000.00</b>	<b>\$968,000.00</b>



240415-7



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 9-04-2024

ADOPTED: \_\_\_\_\_

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO AN AGREEMENT FOR AUDITING SERVICES WITH REHMANN ROBSON, LLC. FOR THE FY2024 AUDIT**


The Department of Purchases and Supplies solicited a proposal for auditing services for the fiscal year ending June 30, 2023, at the request of the Department of Finance Department. Rehmann Robson, LLC., 5800 Gratiot, Saginaw, MI, was the sole bidder with a proposal of \$259,000.00 plus out-of-pocket expenses for a one-year contract and subsequently awarded the contract; and


Rehmann Robson, LLC. has agreed to a one-year extension at the same rate of \$259,000.00, plus an additional \$10,000.00 for out-of-pocket expenses, to perform auditing services for the fiscal year ending June 30, 2024. Funding for this request will come from Professional Services account number 101-101.000-801.000; and

**BE IT IS RESOLVED** that the appropriate City Officials are authorized to do all things necessary to engage the services of Rehmann Robson, LLC. for FY2024 auditing services for \$259,000.00, plus out-of-pocket expenses not to exceed \$10,000.00.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

  
Joseph Kuptz (Sep 4, 2024 15:47 EDT)  
Joseph Kuptz, Acting City Attorney

  
Phillip Moore (Sep 4, 2024 15:34 EDT)  
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS  
CLYDE D EDWARDS (Sep 4, 2024 15:58 EDT)  
Clyde Edwards, City Administrator

\_\_\_\_\_



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

**TODAY'S DATE:** 09/04/2024

**BID/PROPOSAL#:** N/A

**AGENDA ITEM TITLE:** Auditing Services for FY2024

**PREPARED BY:** Vickie Foster

**VENDOR NAME:** Rehmann Robson, LLC

## Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

State law requires the City to have an outside agency perform an annual audit that follows governmental accounting standards. At the request of the Department of Finance, the Purchasing Division solicited bids for the FY 2023 audit. Rehmann Robson, as the sole bidder, was subsequently awarded a one-year agreement for \$259,000.00, plus out-of-pocket expenses of \$10,000.00. Rehmann Robson, LLC. has agreed to extend the same terms of the agreement for one year for completion of the FY 2024 audit.

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

FY2019 Audit \$224,500.00 (reso 190319.1 adopted by Council 8/12/19)  
FY2019 Audit \$245,838.00 (additional funding – see reso 200145 adopted by Council 3/9/20)  
  
FY 2020 Audit \$232,500.00 (reso 200258 for 3-year contract adopted by Council on 6/22/20)  
FY 2021 Audit \$239,953.62 (reso 200258)  
FY 2022 Audit \$233,500.23 (reso 200258)  
  
FY 2023 Audit \$277,850.00 (reso 230150)

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

Compliance with auditing regulations enables the City to meet the eligibility requirements to participate in grant funding opportunities and State revenue sharing. The audit ensures that the City's financial statements are accurate and meet Generally Accepted Accounting Principles (GAAP).

## Section IV: FINANCIAL IMPLICATIONS:

Failure to complete the state-mandated audit would put the City at great financial risk.



# 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
Council	Professional Services	101-101.000-801.000	N/A	\$269,000.00
<b>FY25 GRAND TOTAL</b>				<b>\$269,000.00</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO:

ACCOUNTING APPROVAL: V. Foster

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

AS TO FINANCE:   
Phillip Moore (Sep 4, 2024 15:34 EDT)  
Phillip Moore, Chief Financial Officer

240264

ORDINANCE NO. \_\_\_\_\_

**An Ordinance to amend Chapter 50 of the Flint City Code of Ordinances by amending Section 50-200, Authority of the Zoning Coordinator; and to amend Chapter 50 of the Flint City Code of Ordinances by amending Section 50-202, Enforcement Powers.**

**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 50, Zoning, Article 18, Administration and Enforcement, Section 50-200, Authority of the Zoning Coordinator; and to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning, Article 18, Administration and Enforcement, Section 50-202, Enforcement Powers, which shall read in its entirety:**

**§ 50-200 Authority of the Zoning Coordinator**

**(A.) Authority of the Zoning Coordinator. The administration of the Chapter, and the interpretation of the provisions of this Chapter, shall be the responsibility of the Zoning Coordinator, or another designee of the Director of Planning and Development if the Zoning Coordinator position is vacant.**

**(B.) Code Enforcement Responsibility. The enforcement of this Chapter shall be the responsibility of the Zoning Coordinator and, staff designated by the Zoning Coordinator, THE BUILDING OFFICIAL, AND STAFF DESIGNATED BY THE BUILDING OFFICIAL.**

**(C.) Lapse in Permitting or Enforcement. No oversight or dereliction on the part of the Zoning Coordinator shall legalize, authorize, waive or excuse the violation of any of the provisions of this Chapter. No permit, nor any license for any use, building or purpose shall be issued by any official or employee of the City if the same would be in conflict with the provisions of this Chapter. Any permit or license so issued shall be null and void.**

**(D.) Appeals Regarding Enforcement. All appeals to decisions made by the Zoning Coordinator or appointee are subject to the procedures contained in Article 17.**

**§ 50-202 Enforcement Powers**

**The city may use any lawful remedy or enforcement powers against the owner or responsible person for any violation of this Chapter, including, without limitation, one or more of the following. Remedies may be pursued simultaneously or sequentially and the pursuit of one remedy does not foreclose the simultaneous or subsequent pursuit of other remedies. The remedies are cumulative and the City shall have all power granted from time to time under all applicable federal, state and local laws, rules and regulations:**

**(A.) Withhold Permit. The City may deny or withhold any and all permits or other forms of authorization from an applicant on any property where there is an uncorrected violation of a provision of this Chapter or of a condition or stipulation of approval for a permit or other authorization previously granted by the City. This enforcement provision shall apply regardless of whether the current owner or applicant is responsible for the violation in question.**

**(B.) Permit Approved with Conditions.** In addition to denying or withholding a permit or other authorization, the City may grant such permit or other authorization subject to the condition that the violation be corrected.

**(C.) Revoke Permit.** A permit or other form of authorization authorized under this chapter may be revoked when the Zoning Coordinator determines that: a) there is departure from the plans, specifications, or conditions required under the permit; b) the permit or other form of authorization was procured by false representation or was issued in error; or c) any of the provisions of this chapter are being violated. Any permit or other authorization revoked under this procedure shall become null and void.

**(D.) Cease and Desist Order.** With or without revoking a permit, the Zoning Coordinator may issue a cease and desist order on any land, building or structure for which there is an uncorrected violation of a provision of this Chapter. The cease and desist order must be in writing and must state the work in violation that is to be stopped, the reasons for the stoppage, and the conditions under which the work may be resumed.

**(E.) Court Order.** The City Attorney may bring and prosecute an action in any court of competent jurisdiction to: a) enjoin the owner or responsible person from continuing such use, erection, construction, moving or alteration; or if such is being or has been accomplished, the City Attorney shall enjoin the owner or responsible person from maintaining the same; and/or b) comply with the requirements of this Chapter.

**(F.) Declaration of Nuisance.** A violation of this Chapter is a nuisance per se and the City may institute appropriate actions or court proceedings to correct, or abate any violation of the provisions of this Chapter. If the owner or responsible person fails to abate a violation, the City may take action to abate the violation. The abatement may be performed by the City, by a contract vendor, or by other means determined by the City. The cost of such action, plus an administrative fee, shall be a personal debt of the owner, and may be assessed as a lien against the property until paid.

**(G.) Performance Guarantee or Surety.** If a performance guarantee or surety was previously required as a special condition by the Planning Commission, Zoning Board of Appeals, City Council, or Zoning Coordinator, the City may seek forfeiture of the performance guarantee or surety.

**(H.) MUNICIPAL CIVIL INFRACTION. A VIOLATION OF THIS CHAPTER SHALL BE A MUNICIPAL CIVIL INFRACTION PURSUANT TO AND PUNISHABLE BY § 1-10 THROUGH § 1-21 OF THE FLINT CITY CODE OF ORDINANCES. THOSE PERSONS IDENTIFIED IN § 50-200 (B) MAY ISSUE A MUNICIPAL CIVIL INFRACTION FOR A VIOLATION OF THIS CHAPTER.**

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:**

\_\_\_\_\_  
**William Kim, City Attorney**

## ORDINANCE AMENDMENT STAFF REVIEW

**TODAY'S DATE:** June 5, 2024

**BID/PROPOSAL#** n/a

**AGENDA ITEM TITLE:** An Ordinance to amend Chapter 50 of the Flint City Code of Ordinances by amending Section 50-200, Authority of the Zoning Coordinator; and to amend Chapter 50 of the Flint City Code of Ordinances by amending Section 50-202, Enforcement Powers.

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

**VENDOR NAME:** n/a

### **BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint Planning Commission conducted a public hearing on April 9<sup>th</sup>, 2024 regarding potential updates to Article 18: Administration and Enforcement to add an additional enforcement option and clearly define additional staff with enforcement capabilities. Staff worked with the Legal Department to draft these changes and they have been approved for review and potential adoption.

The first proposed change would clearly denote the Building Official and their designated staff as having the authority to enforce the Zoning Ordinance, as was permitted under the prior Zoning Ordinance. The overall impact is not significant as the Zoning Coordinator can designate staff, however, it would more clearly allow the Building Official to designate their staff such as the Neighborhood Enforcement Officers.

The second proposed change would add additional language allowing enforcement staff to issue a municipal civil infraction, in addition to the other enforcement powers noted in Section 50-202. Sections 1-10 through 1-21 are attached, these sections define the process, fines, and penalties for a municipal civil infraction and subsequent violations. The benefit of this process is that it avoids a respondent having to secure legal representation, rather settling the matter in a more informal court setting.

**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:**

These ordinance amendments will allow for city staff to take action ensuring that land use regulations dictated by the Comprehensive Plan, the Zoning Ordinance, and decisions made by the Planning Commission and Zoning Board of Appeals can actually be enforced.

**FINANCIAL IMPLICATIONS:** This could possibly lead to increased revenue for the city from increased fees and penalties paid from increased municipal civil infractions.

**BUDGETED EXPENDITURE?** YES  NO  **IF NO, PLEASE EXPLAIN:** n/a

Dept.	Name of Account	Account Number	Grant Code	Amount
		Not applicable		
		<b>FY24 GRAND TOTAL</b>		

**PRE-ENCUMBERED?** YES  NO  **REQUISITION NO:** n/a

**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**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:**



Emily Doerr (Jun 10, 2024 14:47 EDT)

*Emily Doerr, Director, Business and Community Services*





**CITY OF FLINT**  
Department of Business and Community Services  
Planning and Zoning Division

**Sheldon Neeley,**  
Mayor

## Memorandum

**Date:** March 25<sup>th</sup>, 2024  
**To:** City of Flint Planning Commission  
**From:** Max Lester, Int. Zoning Coordinator  
**Subject:** Details of Proposed Article 18: Administration and Enforcement Text Amendments

Commissioners,

At the march 12<sup>th</sup>, 2024 meeting staff requested a Public Hearing be set to discuss potential updates to Article 18: Administration and Enforcement to add an additional enforcement option and clearly define additional staff with enforcement capabilities. Below is an explanation of the recommended changes in the attached draft documents. Changes are noted with highlighted text. Staff worked with the Legal Department to draft these changes and they have been approved for review and potential adoption.

### Relevant Sections of the Zoning Ordinance:

Article 18: Administration and Enforcement  
Section 50-200 B. Code Enforcement Responsibility  
Section 50-202 Enforcement Powers

### Draft Amended Sections and Explanations:

#### *Section 50-200 B. Code Enforcement Responsibility*

Code Enforcement Responsibility. The enforcement of this Chapter shall be the responsibility of the Zoning Coordinator, staff designated by the Zoning Coordinator, the Building Official, and staff designated by the Building Official.

The proposed change would clearly denote the Building Official and their designated staff as having the authority to enforce the Zoning Ordinance, as was permitted under the prior Zoning Ordinance. The overall impact is not significant as the Zoning Coordinator can designate staff, however, it would more clearly allow the Building Official to designate their staff such as the Neighborhood Enforcement Officers.

#### *Section 50-202 Enforcement Powers / 50-202 H. Municipal Civil Infraction*

Municipal Civil Infraction. A violation of this Chapter shall be a municipal civil infraction pursuant to and punishable by § 1-10 through § 1-21 of the Flint City Code of Ordinances. Those Persons identified in § 50-200 (B) may issue a municipal civil infraction for a violation of this Chapter.

The proposed addition would allow enforcement staff to issue a municipal civil infraction, in addition to the other enforcement powers noted in Section 50-202. Sections 1-10 through 1-21 are attached, these sections define the process, fines, and penalties for a municipal civil infraction and subsequent violations. The benefit of this process is that it avoids a respondent from having to secure legal representation, rather settling the matter in a more informal court setting.

### Attached:

Current and Amended Article 18: Administration and Enforcement  
Draft Amended Zoning Ordinance Sections 50-200 and 50-202  
Sections 1-10 through 1-21 of the Flint City Code of Ordinances.

## ARTICLE 18 ADMINISTRATION AND ENFORCEMENT

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### Section 50-200 Authority of the Zoning Coordinator

- A. Authority of the Zoning Coordinator. The administration of the Chapter, and the interpretation of the provisions of this Chapter, shall be the responsibility of the Zoning Coordinator, or another designee of the Director of Planning and Development if the Zoning Coordinator position is vacant.
- B. Code Enforcement Responsibility. The enforcement of this Chapter shall be the responsibility of the Zoning Coordinator, staff designated by the Zoning Coordinator, the Building Official, and staff designated by the Building Official.
- C. Lapse in Permitting or Enforcement. No oversight or dereliction on the part of the Zoning Coordinator shall legalize, authorize, waive or excuse the violation of any of the provisions of this Chapter. No permit, nor any license for any use, building or purpose shall be issued by any official or employee of the City if the same would be in conflict with the provisions of this Chapter. Any permit or license so issued shall be null and void.
- D. Appeals Regarding Enforcement. All appeals to decisions made by the Zoning Coordinator or appointee are subject to the procedures contained in Article 17.

### Section 50-201 Violations

All land developed or redeveloped, all buildings and structures erected, converted, enlarged, reconstructed, moved or structurally altered, and all land, buildings, structures, and uses must comply with all applicable provisions of this Chapter. Failure to comply with applicable provisions constitutes a violation of this Chapter. The following list of violations is intended to be illustrative, and not limited to the specific items.

- A. Development or Redevelopment Violations.
  - a. Engaging in the development or redevelopment of land in any way not consistent with the requirements of this Chapter.
  - b. Erecting a building or other structure in any way not consistent with the requirements of this Chapter.
  - c. Failure to comply with any condition or stipulation imposed on a permit or approval, including conditions of approval for a change in zoning, Special Use, Site Plan Review, Variance, Planned Unit Development, or other approval.

- D. **Cease and Desist Order.** With or without revoking a permit, the Zoning Coordinator may issue a cease and desist order on any land, building or structure for which there is an uncorrected violation of a provision of this Chapter. The cease and desist order must be in writing and must state the work in violation that is to be stopped, the reasons for the stoppage, and the conditions under which the work may be resumed.
- E. **Court Order.** The City Attorney may bring and prosecute an action in any court of competent jurisdiction to: a) enjoin the owner or responsible person from continuing such use, erection, construction, moving or alteration; or if such is being or has been accomplished, the City Attorney shall enjoin the owner or responsible person from maintaining the same; and/or b) comply with the requirements of this Chapter.
- F. **Declaration of Nuisance.** A violation of this Chapter is a nuisance per se and the City may institute appropriate actions or court proceedings to correct, or abate any violation of the provisions of this Chapter. If the owner or responsible person fails to abate a violation, the City may take action to abate the violation. The abatement may be performed by the City, by a contract vendor, or by other means determined by the City. The cost of such action, plus an administrative fee, shall be a personal debt of the owner, and may be assessed as a lien against the property until paid.
- G. **Performance Guarantee or Surety.** If a performance guarantee or surety was previously required as a special condition by the Planning Commission, Zoning Board of Appeals, City Council, or Zoning Coordinator, the City may seek forfeiture of the performance guarantee or surety.
- H. **Municipal Civil Infraction.** A violation of this Chapter shall be a municipal civil infraction pursuant to and punishable by § 1-10 through § 1-21 of the Flint City Code of Ordinances. Those Persons identified in § 50-200 B. may issue a municipal civil infraction for a violation of this Chapter.

## Section 50-203 Enforcement Process

- A. **Basis of Inspections.** Inspections shall be made to obtain and maintain compliance with the provision of this Chapter based upon one (1) or more of the following:
  - a. To determine conformity with a permit, variance or other approval, as well as any special conditions imposed at any time.
  - b. The need to determine compliance with a notice or an order issued by the City.
  - c. A complaint is received by the City, indicating that there is a violation of the provisions of this Chapter.
  - d. An observation by the City of a violation of the provisions of this Chapter.
  - e. An emergency is observed or reasonably believed to exist.
  - f. A request for an inspection is made by the owner or responsible person.
  - g. Designation of an area where all dwellings, accessory building, yards, and/or signs are to be inspected uniformly or intensively or for specific violations.
- B. **Content of Written Notices.** Notices authorized by this Chapter shall:
  - a. Be in writing.
  - b. Include a description of the real estate and/or project name sufficient for identification.
  - c. Include a statement of the violation or violations.

- d. Include a correction order allowing a reasonable time to correct the violation and bring the property into compliance. If a Notice to Abate, the notice shall indicate that the City may act to abate the violation if not brought into compliance.
  - e. State that failure to comply with the Notice may result in further enforcement action.
  - f. State that a fee shall be charged for the issuance of the Notice. If a Notice to Abate, the cost of City action to abate the violation shall be a personal debt of the owner, which may be assessed as a lien against the property until paid.
  - g. Include a description of the right to appeal, as applicable.
- C. Method of Service. A written notice shall be deemed to be properly served in one (1) of the following ways:
- a. Delivered personally,
  - b. Sent by first-class mail addressed to the last known address of the responsible person, or
  - c. Any other method authorized for the service of process by court rule or State statute.
- D. Posting. After issuing a written notice, the City may, but is not required to, post a copy of the written notice and/or a placard on the property.
- E. Reasonable Entry. If needed, inspections inside a structure, building, dwelling, dwelling unit or accessory building shall be made during reasonable hours. Entry without consent of an owner or an occupant shall require an order of the court as provided by State law.

## § 1-10 APPEARANCE TICKETS.

(a) Officers, employees and other individuals employed by and in the service of the City who are authorized by State law and Flint City Code § 1-8 and § 1-9 to enforce the provisions of this Code, are hereby specifically authorized in accordance with State law, to issue and serve upon a person an appearance ticket. This authorization is contingent upon the authorizing person having reasonable cause to believe that a person has committed a violation of this Code. This authorization is not granted where the issuance of such an appearance ticket is expressly prohibited by the provisions of this Code or applicable State law.

(b) An "appearance ticket" as that term is used in subsection (a) means a complaint, municipal civil infraction or written notice issued and subscribed by a police officer or other authorized person as defined in subsection (a) which directs a person to appear in the local District Court at a designated future date and time in connection with the alleged commission of a violation of this Code for which the maximum permissible penalty does not exceed ninety-three (93) days in jail and/or a fine of five hundred dollars (\$500.00). The appearance ticket shall be numbered consecutively, be in such form authorized by the State Court Administrator and shall consist of the following parts:

- (1) The original, which shall be a complaint or notice to appear by the authorized person, shall be filed with the court;
- (2) The first copy shall be an abstract of court records retained by the court;
- (3) The second copy shall be retained by the appropriate local enforcement agency;
- (4) The third copy shall be issued to the alleged violator.

(c) With the prior approval of the State Court Administrator, the appearance ticket may be appropriately modified as to content or number of copies to accommodate the law enforcement agency and local court procedures and practices.

(Ord. 3285, passed 11-28-1994; Ord. 3535, passed 6-9-2004)

## § 1-11 PRESUMPTION OF MISDEMEANOR.

Unless a violation of this Code is specifically designated in the text of this Code to be a civil infraction, a violation shall be deemed to be a misdemeanor.

(Ord. 3285, passed 11-28-1994; Ord. 3536, passed 6-9-2004)

## § 1-12 DEFINITIONS.

The following words and phrases as used in this article, unless a different meaning is clearly required by the context, shall have the following meanings.

**AUTHORIZED LOCAL OFFICIAL.** A police officer or other personnel of the city authorized to issue municipal civil infraction notices and/or citations.

**BUREAU.** The Municipal Ordinance Violations Bureau established by § 1-15.

**MUNICIPAL CIVIL INFRACTION.** A violation of a provision of this Code for which the remedy and/or penalty is prescribed to be a civil fine, or sanction other than a criminal penalty. A **MUNICIPAL CIVIL INFRACTION** is not a lesser included offense of a criminal offense or of an ordinance violation that is not a civil infraction.

**MUNICIPAL CIVIL INFRACTION CITATION.** A written complaint or appearance ticket prepared by an authorized person directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by that person.

**MUNICIPAL CIVIL INFRACTION DETERMINATION.** A finding that a defendant is responsible for a municipal civil infraction by one of the following:

- (1) An admission of responsibility for the municipal civil infraction.
- (2) An admission of responsibility for the municipal civil infraction, "with explanation."
- (3) A preponderance of the evidence at an informal hearing or formal hearing.
- (4) A default judgment for failing to appear at a scheduled appearance.

**MUNICIPAL CIVIL INFRACTION VIOLATION NOTICE.** A written notice prepared by an authorized person, directing a person to appear at the Municipal Ordinance Violations Bureau for the purpose of paying a civil fine and/or costs for a violation which is prescribed to be a municipal civil infraction.

**REPEAT OFFENSE.** A determination of responsibility for a second, or any subsequent municipal civil infraction after there has already been a determination of responsibility with regard to the same Code provision committed by the same person within the past three years, unless some other period is specifically provided with regard to a specific Code provision.

**RESPONSIBLE or RESPONSIBILITY.** A determination entered by a court or magistrate that a person is in violation of a provision of this Code prescribed to be a municipal civil infraction.

**VIOLATION.** Any act which is prohibited or made or declared to be unlawful or an offense under this Code, including affirmative acts as well as omissions and/or failures to act where the act is required by this Code.

(Ord. 3285, passed 11-28-1994; Ord. 3537, passed 6-9-2004; Ord. 3645, passed 4-25-2005)

**§ 1-13 COMMENCEMENT OF MUNICIPAL CIVIL INFRACTION ACTION.**

(a) A municipal civil infraction action may be commenced upon the issuance, by an authorized local official, of either of the following:

- (1) A municipal civil infraction citation directing the person alleged to be responsible to appear in court;
- (2) A municipal civil infraction notice directing the alleged violator to appear at the Municipal Violations Bureau.

(b) The form of citations or notices used to charge municipal civil infraction violations shall be in accordance with State law, shall name the City of Flint as the plaintiff and for municipal civil infraction citations and shall give a reasonable time after the citation is issued for appearance at the 68th District Court.

(c) The basis for issuance of a municipal civil infraction citation or notice shall be as set forth below:

- (1) An authorized local official witnesses a person violate an ordinance, the violation of which is a municipal civil infraction.
- (2) An authorized local official may issue a citation or notice to a person if, based upon investigation, the authorized person has reasonable cause to believe that a person is responsible for a municipal civil infraction.

a. For violations concerning the use, occupation or condition of rental property both the landlord and tenant may be issued a municipal civil infraction, in accordance with subsection (d), for the same offense concerning the use, occupation or condition of the property and shall be individually responsible for a violation of same.

(3) An authorized local official may issue a citation or notice to a person if, based upon investigation of a complaint by someone who allegedly witnessed the person violate an ordinance, a violation of which is a municipal civil infraction, the authorized local official has reasonable cause to believe that the person is responsible for a municipal civil infraction and if the attorney for the City approves in writing the issuance of the citation or notice.

(d) Municipal civil infraction citations or notices shall be served in the following manner.

(1) Except as otherwise provided below, the authorized local official shall personally serve a copy of the citation or notice upon the alleged violator.

(2) In a municipal civil infraction action involving the use or occupancy of land or a building or other structure, a copy of the citation or notice need not be personally served upon the alleged violator but may be served upon an owner and/or occupant of the land, building or structure by posting the copy on the land or attaching the copy to the building or structure. In addition, a copy of the citation or notice shall be sent by first class mail to the owner of the land, building or structure at the owner's last known address.

a. In cases involving properly licensed rental property, where a citation is issued to a tenant, in addition to posting, a copy of the notice shall be sent by first class mail to both the owner and the tenant of the property.

(3) A citation or notice served as provided in subsection(2) above, for a violation involving the use or occupancy of land or a building or other structure, shall be processed in the same manner as a citation or notice served personally upon a defendant.

(4) The copies of the citation shall be distributed as follows:

- a. The original citation which is a complaint and notice to appear by the authorized local official shall be filed with the 68th District Court.
- b. The first copy shall be an abstract of the court and retained by the court.
- c. Second copy shall be retained by the authorized local official.
- d. The third copy shall be issued to the alleged violator.

(5) A citation for a municipal civil infraction signed by an authorized local official shall be treated as made under oath if the authorized local official signing and dating the complaint does so immediately above the following statement "I declare under the penalties of perjury that the statements above are true to the best of my knowledge, information and belief."

(6) Each citation shall inform the defendant that he or she may do one of the following:

- a. Admit responsibility for municipal civil infraction by mail, in person, or by representation, at or by the time specified for appearance.
- b. Admit responsibility with explanation by mail by the time specified for appearance, or in person, or by representation. If the defendant is going to admit responsibility with explanation either in person or by representation, the defendant must apply to the court in person, by mail, by telephone or by representation within the time specified for appearance and obtain a scheduled date and time for appearance. If the defendant admits responsibility with explanation by mail, the court shall accept the admission as though the defendant has admitted responsibility under subsection (d)(6)a. above and the court may consider the defendant's explanation by way of mitigating any sanction that the court may order. If the appearance is made by mail or representation the court shall accept the admission of responsibility but may also require the defendant to provide further explanation or to appear in court.
- c. Deny responsibility for the municipal civil infraction by doing the following:

1. Appearing in person for an informal hearing before a judge or district court magistrate, without the opportunity of being represented by an attorney, unless a formal hearing before a judge is requested by the plaintiff.
2. Appearing in court for a formal hearing before a judge, with the opportunity of being represented by an attorney.
3. Defendant must apply in person, by mail, by telephone or by representation with the time specified for appearance and obtain a scheduled date and time to appear for a hearing.
4. The hearing shall be an informal hearing unless a formal hearing is requested by either the plaintiff or the defendant.

(7) The citation shall contain in boldface type that the failure of a defendant to appear within the time specified in the citation or a time scheduled for a hearing or appearance is a misdemeanor and will result in the entry of a default judgment against the defendant on the municipal infraction. Return of the citation with an admission of responsibility and with full payment of fines and costs, return of the citation with an admission of responsibility with explanation, or timely application to the court for a scheduled date and time for appearance or hearing constitutes a timely appearance.

(8) If a hearing is scheduled, it shall be an informal hearing, unless a formal hearing is requested by the plaintiff or defendant and a confirming notice shall be mailed by the court to the defendant to the address appearing on the citation or supplied by the defendant. An informal hearing shall be conducted pursuant to MCLA § 600.8719 and a formal hearing shall be conducted pursuant to MCLA § 600.8721.

(9) The court shall schedule a formal hearing if either the plaintiff or the defendant expressly requests a formal hearing. The request for a formal hearing must be received at least 10 days before any hearing date appearing on the citation. The party requesting the formal hearing shall notify the other party of the request and must be received by the party at least 10 days before the hearing date. A formal hearing may be requested in person, by representation, by mail or by telephone. Witness fees need not be paid in advance to a witness. Witness fees for a witness on behalf of the plaintiff are payable by the District Control Unit of the District Court for the City of Flint. There shall be no jury trial for a municipal civil infraction.

(10) If the defendant fails to appear as directed by the citation or other notice at a scheduled appearance, at a scheduled informal hearing, or at a scheduled formal hearing a default judgment shall be entered. A defendant who fails to answer a citation or notice to appear in court for a municipal civil infraction is guilty of a misdemeanor.

(Ord. 3285, adopted 11-28-1994; Ord. 3538, passed 6-9-2004; Ord. 3646, passed 4-25-2005; Ord. 3652, passed 6-27-2005)

#### **§ 1-14 ORDINANCE ENFORCEMENT OFFICER.**

(a) Pursuant to §§ 1-7 and 1-8 ordinance enforcement officers may be appointed for purposes of carrying out the duties and responsibilities specified in this Code for authorized persons charged with the enforcement of this Code.

(b) An appointed ordinance enforcement officer is authorized to enforce all provisions of this Code, whether or not any particular provision specifies or designates a different enforcing official. Where a particular officer is designated in any Code provision, that officer's authority shall continue in full force and effect, and shall not be diminished or impaired by the terms of this section, and the authority of the ordinance enforcement officer shall be in addition and supplementary to the authority granted to such other specific officer.

(c) The ordinance enforcement officer's duties shall include the following: investigation of Code violations; issuance and service of municipal ordinance violation notices and municipal civil infraction citations and municipal civil infraction violation notices; appearance in court or other judicial or quasi-judicial proceedings in the administration of this Code.

(Ord. 3285, adopted 11-28-1994; Ord. 3539, passed 6-9-2004)

#### **§ 1-15 ESTABLISHMENT OF BUREAU.**

(a) A City Municipal Civil Infraction Violation Bureau is hereby established for the purpose of accepting admissions of responsibility in response to municipal civil infraction violation notices.

(b) Payments made to the Bureau shall be retained and accounted for as fines and costs, respectively, and shall be deposited in the general fund.

(c) The Bureau shall be at locations designated by the Chief Legal Officer. All employees of the Bureau shall be city employees.

(Ord. 3285, adopted 11-28-1994; Ord. 3540, passed 6-9-2004; Ord. 3647, passed 4-25-2005; Ord. 3654, adopted 6-27-2005; Ord. 3773, passed 7-12-2010)

#### **§ 1-16 AUTHORITY OF BUREAU.**

(a) The Bureau may dispose only of municipal civil infraction violations for which a municipal civil infraction notice has been issued and for which a fine has been set by ordinance. Nothing in this ordinance shall prevent or restrict the City of Flint from issuing a municipal civil infraction citation for any violation or from prosecuting any violation in the 68th District Court.

(b) The limit of the Bureau's authority shall be to accepting admissions of responsibility for municipal civil infraction notices and the collecting of fines and costs resulting from these admissions. The Bureau shall not accept payment from a person who is denying responsibility for a municipal civil infraction or admitting responsibility with explanation.

(c) The notices shall include the time of the alleged violator shall appear before the Bureau, the methods by which an appearance can be made, the address and telephone number of the Bureau and the hours during which the Bureau is open.

(d) If an authorized local official issues and serves a municipal civil infraction notice and the alleged violator does not admit responsibility and pay the fines and costs, a municipal civil infraction citation shall be issued and filed with the 68th District Court, with a copy mailed to the alleged violator (defendant) as provided in ordinance no.

(e) The Bureau is authorized to accept payment of fines and costs in response to municipal civil infraction violation notices, and shall not be authorized to accept monies or admissions of responsibility in response to municipal civil infraction citations.

(f) The Bureau shall not accept payment of a fine or costs from any person who denies having committed a municipal civil infraction charged in a municipal civil infraction violation notice.

(g) The Bureau shall not have authority or jurisdiction to determine, or attempt to determine, the truth or falsity of any fact or matter relating to an alleged violation.

(Ord. 3541, passed 6-9-2004; Ord. 3648, passed 4-25-2005)

**§ 1-17 ELECTION OF PERSON SERVED WITH VIOLATION NOTICE.**

(a) Any person receiving a municipal civil infraction violation notice shall be permitted to dispose of the charge alleged in the notice by making payment of the fine and/or costs to the Bureau. However, a person shall have the right to elect not to have the violation notice processed by the Bureau and to have the alleged violation notice processed in the 68th District Court. The unwillingness of any person to dispose of a violation at the Bureau shall not prejudice the person or in any way diminish the person's rights, privileges and protection accorded by law.

(b) A person electing to have the alleged violation notice processed at the Bureau shall appear at the Bureau and pay the specified fine and/or costs within the time specified for appearance in the municipal civil infraction violation notice. Such appearance may be made by mail, in person or by representation, provided if appearance is made by mail, the person charged in the notice shall have the responsibility for timely delivery of the fine and/or costs within the time specified in the municipal civil infraction violation notice.

(c) In the event a person elects not to admit responsibility and pay the specified civil fine and/or costs prescribed for the respective violation notice, a municipal civil infraction citation may be issued. The authorized local official is not required to issue a municipal civil infraction citation notice as a precondition of issuance of a citation.

(Ord. 3542, passed 6-9-2004; Ord. 3649, passed 4-25-2005; Ord. 3655, adopted 6-27-2005)

**§ 1-18 SCHEDULE OF FINES FOR A MUNICIPAL CIVIL INFRACTION VIOLATION NOTICE.**

(a) A schedule of civil fines payable to the Bureau by persons served with municipal civil infraction violation notices is hereby established.

(b) The fines for the violations of the Code sections listed in § 1-20(a) shall be as follows:

<i>Offense</i>	<i>Fine</i>
First Offense:	\$25.00
Second Offense:	\$50.00
Third or Subsequent Offense:	\$150.00

(c) The fines for the violations of the Code sections listed in § 1-20(b) shall be as follows:

(1) Up to \$5,000.00 per occurrence, plus costs and other sanctions for each offense.

(Ord. 3543, passed 6-9-2004; Ord. 3774, passed 7-12-2010)

**§ 1-19 PENALTIES FOR MUNICIPAL CIVIL INFRACTION CITATIONS.**

(a) The following civil fines shall apply when there has been a determination of responsibility for a municipal civil infraction citation, unless a different fine is specified within a particular Code provision.

(1) *First offense.* The civil fine for a first offense violation shall be no less than one hundred fifty dollars (\$150.00), plus costs and other sanctions, for each offense.

(2) *Repeat offense.* The civil fine for any offense which is a repeat offense shall be no less than two hundred fifty dollars (\$250.00), plus costs and other sanctions for each offense.

(3) Certain violations as outlined in Chapter 46 may be punishable by up to five thousand dollars (\$5,000.00) per violation, per day, plus costs and other sanctions for each offense.

(b) In addition to ordering a defendant determined to be responsible for a municipal civil infraction citation to pay a civil fine, costs, damages and expenses, the judge or magistrate shall be authorized to issue any judgment, writ or order necessary to enforce this Code, enjoin a violation of this Code and/or abate a violation of this Code.



(1) A judge or magistrate shall issue an order to enforce this Code, enjoin a violation of this Code and/or abate a violation of this Code, and shall order the defendant to pay all costs associated with enforcement of this Code, enjoining a violation of this Code and/or abating a violation of this Code, for any defendant determined responsible for a municipal civil infraction.

(2) Upon a written ex parte motion with affidavit a judge or magistrate shall be authorized to issue an order to enforce this Code, to enjoin a violation of this Code and/or abate a violation of this Code prior to a determination of responsibility.

a. A defendant shall be required to pay all costs associated with the enforcement of this Code, enjoining a violation of this Code and/or abatement of a violation of this Code, only if the defendant is determined responsible.

(c) Each violation, and each day upon which any such violation shall continue to exist, shall constitute a separate offense and shall be considered a continuing violation.

(d) A judge or magistrate is authorized to order any remedies provided for in this Code along with any equitable or other remedies available by law.

(e) The judge or magistrate shall be authorized to impose fines, costs, damages and/or sanctions as provided by law.

(f) A municipal civil infraction citation shall not be a lesser included offense of a criminal offense or of an ordinance violation which is not a civil infraction.

(g) For violations of an owner or occupant of the subject property concerning the use, condition, occupation of land, building or other structure, fines, costs, damages and/or sanctions which are delinquent shall be a lien against the property, and assigned to the City of Flint's tax roll.

(1) Upon a finding of responsibility, a defendant shall be immediately responsible for all fines and costs, unless the court orders a longer time, but in no case shall a defendant have longer than 90 days from the time of the finding of responsibility to make full payment.

(2) If a defendant has not made full payment within 30 days after the date on which payment is due under section (g)(1), the payment shall be considered delinquent.

(3) In a municipal civil infraction action brought for a violation involving the use, occupation, condition of land, a building or other structure where the payment is delinquent, the City of Flint shall record the lien against the property which is the subject matter of the violation by recording a copy of the court order requiring payment of the fines, costs, damages and/or sanctions with the Genesee County Register of Deeds. Such order or judgment shall include a legal description of the property.

(4) The court order recorded with the Genesee County Register of Deeds shall constitute notice of the pendency of the lien. In addition, a written notice of the lien shall be sent by the City of Flint by first class mail to the owner of record of the land, building, or structure at the owner's last known address.

(5) The lien may be enforced and discharged by the City of Flint in the manner prescribed by its Charter, the General Property Tax Act, 1896 PA 206,, MCLA 211.1 to 211.157, or by ordinance. However the property is not subject to sale under the General Property Tax Act, 1896 PA 206, MCLA 211.1 to 211.157, for delinquent property taxes or under this ordinance.

(6) A lien created under this section has priority over any other lien unless one or more of the following apply:

a. The other lien is a lien for taxes or special assessments.

b. The other lien is created before May 1, 1994.

c. Federal law provides that the other lien has priority.

d. The other lien is recorded before the lien under this section.

(7) A political subdivision may institute an action in a court of competent jurisdiction for the collection of the judgment imposed by a court order for a municipal civil infraction. However, an attempt by the City of Flint to collect the judgment by process does not invalidate or waive the lien upon the land, building or structure.

(8) A lien provided for by this section shall not continue for a period of longer than five (5) years after a copy of the court order imposing a fine, costs or assessment is recorded, unless within that time an action to enforce the lien is commenced.

(9) If a defendant defaults in the payment of a civil fine, costs, assessment or if applicable, or any installment, as ordered pursuant to this section that does not deal with property and therefore is not subject to the lien procedure, that defendant shall be subject to civil contempt procedures as outlined in MCLA 600.8729.

(Ord. 3544, passed 6-9-2004; Ord. 3650, passed 4-25-2005; Ord. 3656, adopted 6-27-2005; Ord. 3729, passed 10-27-2008)

## **§ 1-20 DESIGNATION OF MUNICIPAL CIVIL INFRACTIONS.**

Violation of the following sections of this Code or the violation of any regulation adopted through these Code provisions shall be deemed to be a municipal civil infraction which shall subject the violator to the civil fines and penalties as provided in this chapter:

(a) Sections 11-1, 11-2, 11-10, 11-24, 12-2, 12-11, 12-19, 12-25, 12-39, 12-43, 12-48, 12-49.2, 12-52, 12-53.1, 12-54.1, 12-54.2, 12-62.1, 12-63, 12-67.1, 12-67.2, 12-67.3.2, 12-67.3.4, 12-67.3.5, 12-67.3.6, 12-67.3.7, 12-67.3.8, 12-67.3.9, 12-67.3.10, 12-67.3.11, 12-67.3.12, 12-67.3.13, 12-82, 16-1, 17-2, 17-4, 17-5, 17-6, 22-1, 24-1, 30-3, 30-4, 30-7, 30-9, 30-11, 30-12, 30-13, 30-14, 30-15, 30-18, 30-20, 30-21, 30-

22, 30-23, 30-25, 30-26, 31-48.1, 36-1, 39-5, 39-6, 39-7, 39-9, 39-12, 39-13, 39-14, 39-18, 39-18.1, 39-19, 39-20, 39-20.1, 39-21 and 42-47(b).

(b) Sections 46-127, 46-128, 46-129, 46-131, 46-132, 46-139, 46-145, 46-146, 46-147, 46-149, 46-150, 46-151, 46-153, 46-154, 46-155, 46-170, 46-174 and 46-175.

(Ord. 3545, passed 6-9-2004; Ord. 3775, passed 7-12-2010)

**§ 1-21 REPEAL.**

(a) *Repeal.* All ordinance provisions inconsistent with the provisions contained in §§ 1-10 through 1-21 are hereby repealed.

(Ord. 3546, passed 6-9-2004)



Sheldon Neeley  
Mayor

# CITY OF FLINT

## FLINT PLANNING COMMISSION

Draft Meeting Minutes  
April 9th, 2024

### Commissioners Present

Robert Wesley, Chair  
Carol-Anne Blower, Vice-Chair  
Lynn Sorenson, Secretary  
Robert Jewell  
Mona Munroe-Younis  
Jeffrey Curtis Horton

### Staff Present

Tom Sparrow, Assistant City Attorney  
Montel Menifee, Marihuana Licensing Coordinator  
Brian Aceff, Zoning Coordinator  
Max Lester, Int. Zoning Coordinator  
Dalton Castle, Planner I  
Tyler Bailey, Deputy Director of Business Services

### *Absent:*

Joshua Brown  
Nadiya Rodriguez

### **ROLL CALL:**

Chairperson Wesley called the meeting to order at 5:40 p.m. Roll was taken, and a quorum was present.

The meeting was held both in-person in the Dome Auditorium and via Zoom conferencing as approved.

### Roll Call:

Commissioner Brown: absent  
Commissioner Blower: present  
Commissioner Jewell: present  
Commissioner Rodriguez: absent

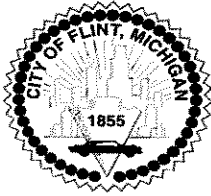
Commissioner Sorenson: present  
Commissioner Munroe-Younis: present  
Commissioner Horton: present  
Chairperson Wesley: present

### **ADDITIONS/CHANGES TO THE AGENDA:**

Chairperson Wesley asked if there were any additions or changes to the agenda. Commissioner Jewell noted that according to the City's bylaws the Planning Commission's election of officers is to be held at the April 23<sup>rd</sup> meeting.

Commissioner Jewell reiterated his concern from the February 27th, 2024 Planning Commission meeting that there is an "information overload" with the amount of material staff is providing to the Commissioners for review as well as the high volume of public hearings and site plan reviews on the agenda. He also commented on the high volume of case reviews for conditional approvals made by the Planning Commission that are still pending.

Commissioner Jewell recommended setting aside time at a future meeting to discuss the department name change from "Planning and Development" to "Business and Community Services."



**Sheldon Neeley**  
Mayor

# CITY OF FLINT

## FLINT PLANNING COMMISSION

located at 4221 James P. Cole Blvd, Flint, MI 48503 (PID #47-31-280-015) pending receipt of a Certificate of Occupancy. Commissioner Horton seconded the motion.

### Roll Call:

Commissioner Brown: absent  
Commissioner Horton: yes  
Commissioner Blower: yes  
Commissioner Jewell: yes

Commissioner Rodriguez: absent  
Commissioner Sorenson: yes  
Commissioner Munroe-Younis: yes  
Chairman Wesley: yes

### ***M/S – Blower/Horton***

6 yes, 0 no, 0 abstain

***The motion carried.***

**PC 24-08:** The City of Flint is proposing Text Amendments to Article 18 Administration and Enforcement of the City of Flint Zoning Ordinance.

Max presented the staff report. The proposed changes would clearly designate the building official, and staff designated by them as having authority to enforce the Zoning Ordinance. The proposed changes would additionally allow staff to enforce violations by issuing municipal civil infractions.

Commissioner Munroe-Younis asked Max if they still believe the proposed enforcement options to be the most appropriate. Max explained that they do and currently the only options for enforcement are to seek a court order or an injunction which are not ideal for the City or respondents.

Commissioner Jewell asked what the disadvantages are of the proposed text. Tyler stated the disadvantages are that the City is currently incapable of effectively enforcing the Zoning Code.

Commissioner Sorenson asked if the enforcement officer would have the ability to make decisions on subjective situations. Max explained the enforcement officer would need to reference enforcement action to a specific provision in the Zoning Code. Additionally, the text would limit enforcement to only the Zoning Code by identified enforcement individuals.

Chairperson Wesley opened public comment on PC 24-08. No one spoke.

Commissioner Jewell asked staff if there had been any additional communications regarding PC 24-08. Max said there have not been any additional communications regarding PC 24-08.

Commissioner Munroe-Younis made a motion to send a resolution to the City Council recommending approval of the proposed Text Amendments to Article 18 Administration and Enforcement of the City of Flint Zoning Ordinance. Commissioner Blower seconded the motion.



Sheldon Neeley  
Mayor

# CITY OF FLINT

## FLINT PLANNING COMMISSION

Roll Call:

Commissioner Brown: absent  
Commissioner Horton: yes  
Commissioner Blower: yes  
Commissioner Jewell: yes

Commissioner Rodriguez: absent  
Commissioner Sorenson: yes  
Commissioner Munroe-Younis: yes  
Chairman Wesley: yes

***M/S – Munroe-Younis/Blower***

6 yes, 0 no, 0 abstain

***The motion carried.***

### **SITE PLAN REVIEW:**

**SPR 24-05:** The applicant Crooked Ladder Inc. requests approval of a Site Plan Review Application to redevelop the property located at 2730 S Dort Hwy (PID #41-20-278-019) into a “Group G”, Class A Marihuana Microbusiness.

Brian read the staff report. He noted that there are three variances that were approved by the Zoning Board of Appeals for this project. Staff recommends conditional approval of SPR 24-05 pending completion of Water and City Engineering Department reviews and allowance of planters along the building as a substitute to the required building foundation zone landscaping. Brian noted that the Fire Department had requested the addition of a fire hydrant to the site to which the applicant has complied, however the hydrant is currently not displayed on the plans.

Commissioner Jewell reiterated his desire for renderings of proposed developments to be provided, especially in the case of marihuana related development. He additionally raised concern on the requested conditions of approval and stated his belief is that without completion of all departmental reviews he would normally consider the application incomplete.

Commissioner Jewell asked staff if they requested a rendering be provided. Brian explained that the Ordinance does not require a rendering as part of the application and staff views requiring a rendering to be an undue financial burden on the applicant. Brian stressed there being a distinction between brand new developments that are by nature a spectacle versus a redevelopment of an existing site. Brian advised the Commission to request a text amendment to require renderings as part of applications if they deem it necessary. Commissioner Jewell stated that the Planning Commission has historically received renderings as part of applications and believes having them provided would benefit applicants.

John McNicol, the business owner, presented the application.

Chairperson Wesley asked what the building would look like. Mr. McNicol said the building will look very similar to how it looks now with renovations such as repainting and replacing the metal siding.