# City of Flint, Michigan

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

## Meeting Agenda - Final

**Monday, November 8, 2021**

**5:30 PM**

**Council Chambers**

## CITY COUNCIL

***Eric Mays, Ward 1***
***Ladel Lewis, Ward 2***
***Quincy Murphy, Ward 3***
***Judy Priestley, Ward 4***
***Jerri Winfrey-Carter, Ward 5***
***Tonya Burns, Ward 6***
***Allie Herkenroder, Ward 7***
***Dennis Pfeiffer, Ward 8***
***Eva L. Worthing, Ward 9***

***Inez M. Brown, City Clerk***
***Davina Donahue, Deputy Clerk***

## CALL TO ORDER

*City Clerk Inez M. Brown shall call this City Council meeting to order for the purpose of electing a City Council President, in accordance with Section 3-201 (B) of the Flint City Charter.*

## ORGANIZATION OF THE CITY COUNCIL (Council President)

*The City Council shall elect from its members a presiding officer who shall be known as the President of the Council.*

## CALL TO ORDER (President-Elect)

*The President-Elect shall formally call this City Council meeting to order.*

## ORGANIZATION OF THE CITY COUNCIL (Council Vice President)

*The City Council shall elect from its members an officer who shall be known as the Vice President of the Council.*

## ORGANIZATION OF THE CITY COUNCIL (Other Officers and Committees)

*The City Council may elect such other officers as it deems necessary.*

*The President-Elect of the City Council may appoint committee officers (Finance, Governmental Operations, Legislative, and Grants) and sub-committees as deemed necessary.*

## 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 shall be removed from meetings.*

## REQUESTS FOR CHANGES AND/OR ADDITIONS TO AGENDA

*Council shall vote to adopt any amended agenda.*

## PRESENTATION OF MINUTES

**210553** Summary Minutes/Flint City Council/October 11, 2021

Summary Minutes of the Flint City Council ELECTRONIC PUBLIC MEETING held Monday, October 11, 2021, at 6:20 p.m.

**210554** Summary Minutes/Flint City Council/October 25, 2021

Summary Minutes of the Flint City Council ELECTRONIC PUBLIC MEETING held Monday, October 25, 2021, at 8:22 p.m.

## PUBLIC HEARINGS

**210214.7** Public Hearing/Ordinance 210214.2

A Public Hearing for Ordinance 210214.2, an ordinance to amend Chapter 28 (Motor Vehicles and Traffic), Article II (Operation of Vehicles) by adding Sections 28-65 (a) - (d), Section 28-65.1 and Section 28-65.2 (Drag Racing).

**210497.6** Public Hearing/Ordinance 210497.1

A Public Hearing for Ordinance 210497.a, an ordinance to amend the Code of the City of Flint by adding to Chapter 24 (Housing), the following Article, Article IV (Building Code Board of Appeals), and Sections 121-123.

## PUBLIC SPEAKING

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), three (3) minutes per speaker. Only one speaking opportunity per speaker.*

## COUNCIL RESPONSE

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes.*

## PETITIONS AND UNOFFICIAL COMMUNICATIONS

**210555** Press Release/Office of Gov. Gretchen Whitmer/Statement/Issues Critical to Michigan

Email dated October 22, 2021, from the office of Gov. Gretchen Whitmer, re: Gov. Whitmer issued a statement following high-level conversations with key decision makers in Washington, D.C., on Michigan's priorities.

**210556** Notice of Public Hearing/Michigan Public Service Commission (MPSC)

Notice of Public Hearing received November 1, 2021, re: Michigan Public Service Commission (MPSC) notice of hearing for the customers of Consumers Energy Co., Case No. U-21131, to be held October 24, 2021, at 10 a.m., by Video/Teleconferencing.

**210557** Financial Report/Karegnondi Water Authority (KWA)

Communication received November 2, 2021, re: The Karegnondi Water Authority (KWA) September 2021 Financial Report.

## COMMUNICATIONS (from Mayor and other City Officials)

## ADDITIONAL COMMUNICATIONS

## APPOINTMENTS

## RESOLUTIONS

**210233.1** Approval/City of Flint Brownfield Redevelopment Project Authority/Brownfield Plan for the James P. Cole Project (1809 James P. Cole Boulevard)

Resolution resolving that the [Brownfield Plan for the James P. Cole Project (1809 James P. Cole Boulevard)] as submitted is hereby approved and adopted, and a copy of the plan and all amendments thereto shall be maintained on file in the City Clerk's office. [NOTE: Once approved, the Brownfield plan will allow the reimbursement of eligible project expenses from the additional tax revenue realized as a result of the redevelopment. The reimbursement can occur over the life of the plan, which is normally 30 years. The eligible reimbursable expenses are estimated at around $2,541,508.00.]

**210429.2** Amended Resolution/Contract/Rehmann Robson, LLC/City of Flint/Audit/FY2021

Amended resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to engage the services of Rehmann Robson, LLC, for FY2021 auditing services, in the amount of $236,000.00, for a total contract price of $711,000.00, plus out-of-pocket expenses [General Fund City Council Acct. No. 101-101.100-801.000.] [NOTE: The City Council adopted Resolution No. 200258 on June 22, 2020, to enter into a three-year contract with Rehmann Robson for a total contract amount of $701,000.00. On November 23, 2020, the City Council adopted Resolution No. 200479 authorizing an additional $7,500.00 to cover single audit services The $236,000.00 requested this year represents an increase of $2,500.00 to conform with the Government Financial Officers Association criteria, plus out-of-pocket expenses.] {Resolution amended for changes in the terms of agreement as outlined in red.] [NOTE: Resolution amended to include the following paragraph: "In addition, the City further agrees to the extent permitted by law to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management."]

**210541** Detroit Salt Co./Bulk Salt

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to issue a purchase order to Detroit Salt Co. for bulk salt, as requested by Transportation, in an amount NOT-TO-EXCEED $375,000.00 [Major Street Fund Acct. No. 202-449.203-752.000 = $206,500.00 and Local Street Fund Acct. No. 203-449.203-752.000 = $168,500.00.] [NOTE: The purchase of bulk salt is a cooperative effort with the Genesee County Road Commission.]

**210542** Contract/Garland/DBS, Inc./Roof Replacement/City Hall/South Building

Resolution resolving that the appropriate city officials, upon City Council's approval, are to do all things necessary to enter into a contract with Garland/DBS, Inc., for roof replacement at the South Building at City Hall, in an amount NOT-TO-EXCEED $254,991.00, as requested by Facilities Maintenance [Public Improvement Fund Acct. No. 402-753.200-976.000.]

**210543** Flock Safety/Public Safety Surveillance Cameras

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to Flock Safety for the use of additional cameras and footage retention as part of Phase II, in an amount NOT-TO-EXCEED $98,750.00, and an aggregate amount of $167,500.00 [General Fund Acct. No. 101-315.100-801.000.]

**210544** Hurley Medical Center/Employee Occupational Services

Resolution resolving that the proper city officials, upon City Council approval, are to do all things necessary to issue a purchase order to Hurley Medical Center for [occupational health services pertinent to the pre-employment health testing for City of Flint employees], as requested by Human Resources, in an amount NOT TO EXCEED $80,000.00 [Fringe Benefit Fund Acct. No. 627-270.300-835.000.]

**210545** Budget Amendment/Transfer of Funds/General Fund/DPW/Information Technology/Fleet

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to amend the 2021-2022 operating budget of the City of Flint, as requested by various departments. [NOTE: The budget amendment is as follows: $57,606.00 from General Fund Balance to General Fund Professional Services Acct. No. 101-253.201-801.000 (income tax collection and processing); $444,000.00 from Water Fund Balance to Water Fund Professional Services Acct. No. 591-536.100-801.000 = $30,000.00, Water Fund Repairs & Maintenance Acct. No. 591-545.201-930.000 = $100,000.00, Water Fund Rentals Acct. No. 591-545.201-940.000 = $114,000.00 and Water Fund Professional Services Acct. No. 591-545.200-801.000 = $200,000.00; $240,000.00 from Information Technology Fund Balance to IT Wages Acct. No. 636-228.100-702.000 = $190,000.00 and IT Computer Software Acct. No. 636-228.100-814.600 = $50,000.00; and $257,686.00 from Fleet/Central Garage Fund Balance to Fleet/Central Garage Equipment Fund Acct. No.

661-451.100-977.000 = $57,686.00 and Fleet/Central Garage Vehicle Fund Acct. No. 661-451.100-977.500 = $200,000.00.]

**210546** Revocation/Obsolete Property Rehabilitation Act (OPRA)/Exemption Certificate No. 3-19-0035/Clear Capital, LLC

Resolution resolving that the appropriate city officials are hereby authorized to do all things necessary to revoke Obsolete Property Rehabilitation Act (OPRA) Exemption Certificate No. 3-19-0035 for Clear Capital, LLC, in the amount of $500,090.00 in improvements, for property located at 2957 Carr Street, as requested by the Division of Community and Economic Development (DCED). [NOTE: Clear Capital, LLC has failed to proceed in good faith with the rehabilitation and operation of the facility at 2957 Carr Street.]

**210547** Modification/Recycling Infrastructure Grant Agreement/State of Michigan/Department of Environment, Great Lakes and Energy (EGLE)/City of Flint

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to approve amendments to the MI-EGLE Recycling Infrastructure Grant agreement: the deadline date will be extended to September 30, 2022, the grant amount increased by $60,300.00, an amended project agreement total of $386,300.00, and the required match amount of $130,000.00 remains unchanged. [NOTE: The Department of Public Works and Water Pollution Control entered into a Recycling Infrastructure Grant agreement from the Department of Environment, Great Lakes and Energy (EGLE), adopted by City Council on September 9, 2019. The current COVID-19 pandemic has caused the required improvements to be delayed and the cost of raw materials have increased.]

**210548** CO#1/Contract No. 21-088/Shelter of Flint/Homeless Assistance/Homelessness Prevention/Emergency Solutions Grant (ESG) Program

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into Change Order No. 1 to Contract No. 21-088 with Shelter of Flint to increase the contract by $184,903.00, for a revised contract amount of $540,829.00, with funds available in Uncommitted Accounts, as requested by Department of Community and Economic Development (DCED). [NOTE: Shelter of Flint was awarded $2,441,943.00 Coronavirus Aid, Relief and Economic Security (CARES) money in the amount of $2,441,943.00 for the Emergency Solutions Grant (ESG). Shelter of Flint has indicated a need for additional funding for wages and salaries and appliances association with operation of the facility.]

**210549** Grant Acceptance/Scrap Tire Cleanup/Michigan Department of Environment, Great Lakes and Energy (EGLE)/City of Flint/Office of Blight Elimination

Resolution resolving that the appropriate city officials are authorized to do all things necessary to abide by the terms of the Scrap Tire Cleanup Grant, in the

amount of $10,000.00, and (to) make the grant funds available in the current and any subsequent fiscal years that the funding remains available by the grantor.

## LIQUOR LICENSES

## INTRODUCTION AND FIRST READING OF ORDINANCES

**210495** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (HH). [NOTE: The PILOT is for 901 Flats Limited Dividend Housing Association, LLC The annual service charge for the class of persons of low and moderate income shall be equal to seven (7) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities.]

## SECOND READING AND ENACTMENT OF ORDINANCES

**210214.2** Amendment/Ordinance/Chapter 28 (Motor Vehicles & Traffic)/Article II (Operation of Vehicles)/Addition of Sections 28-65 (a) - (d), Section 28-65.1 and Section 28-65.2 (Drag Racing)

An amendment to the ordinance to amend Chapter 28 (Motor Vehicles and Traffic), Article II (Operation of Vehicles) of the Code of the City of Flint by adding Sections 28-65 (a) - (d), Section 28-65.1 and Section 28-65.2 (Drag Racing). [NOTE: Ordinance amended to correct typographical and technical errors.] [NOTE: Ordinance amended to change penalties.]

**210497.1** Amendment/Ordinance/Chapter 24 (Housing)/Addition of Article IV/Sections 121-123

An ordinance to amend the Code of the City of Flint by adding to Chapter 24 (Housing), the following Article, Article IV (Building Code Board of Appeals), and Sections 121-123. [NOTE: Amendment changes Chapter 20 to Chapter 24.]

## ADDITIONAL DISCUSSION ITEMS

## FINAL COUNCIL COMMENTS

## ADJOURNMENT

210553

# City of Flint, Michigan

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

## Meeting Minutes - Draft

**Monday, October 11, 2021**

**6:20 PM**

*

**ELECTRONIC PUBLIC MEETING**

## CITY COUNCIL

***Kate Fields, President, Ward 4***
***Maurice D. Davis, Vice President, Ward 2***

***Eric Mays, Ward 1***
***Jerri Winfrey-Carter, Ward 5***
***Monica Galloway, Ward 7***
***Santino J. Guerra, Ward 3***
***Herbert J. Winfrey, Ward 6***
***Allan Griggs, Ward 8***
***Eva L. Worthing, Ward 9***

***Inez M. Brown, City Clerk***

***Davina Donahue, Deputy Clerk***

## CALL TO ORDER

*Vice President Maurice Davis called this meeting to order at 6:20 p.m.*

## ROLL CALL

**Present:** Councilperson: Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**Absent:** Councilperson: Councilperson Fields

## PLEDGE OF ALLEGIANCE

*Councilperson Monica Galloway led the Pledge of Allegiance.*

## REQUESTS FOR CHANGES AND/OR ADDITIONS TO AGENDA

*Councilperson Galloway asked for a Special Order for an update on Waste Collection/Investigative Hearing before Presentation of Minutes. The vote was 7-1 (No: Worthing). Councilperson Galloway, with support by Councilperson Mays, made a motion to have Second Reading and Enactment of Ordinances after Public Speaking. The vote was 8-0. Councilperson Guerra asked to have a discussion of the censure of President Fields. During discussion, Councilperson Galloway made a motion, with support from Councilperson Winfrey-Carter, to Call the Question. The motion passed 6-2 (No: Mays, Worthing). The vote on the original motion (to discuss the censure of President Fields) failed 2-6 (No: Mays, Davis, Guerra, Winfrey-Carter, Winfrey, Galloway).*

## SPECIAL ORDER

Special Order/Update/Waste Collection/Investigative Hearing

A Special Order as requested by Councilperson Galloway for an update on waste collection and the recent Investigative Hearing about it.

**Discussed**

## PUBLIC SPEAKING

*Public speaking was held.*

## PUBLIC HEARINGS

Public Hearing/Ordinance 210332.1

A Public Hearing for Ordinance 210332.1, an ordinance to amend the Code of the City of Flint by amending Chapter 9 (Animals & Fowl), Article 1 (In General) by amending 9-1 (Cruelty to Animals Prohibited) by adding Sections 9-1.1 through 9-1.6.

**HEARING HELD**

Public Hearing/Ordinance 210397

A public hearing for Ordinance No. 210397, an ordinance amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) by adding subsection (LL). [NOTE: The PILOT is for the Grand Flint Limited Dividend Housing Association, LP, a Michigan Limited Partnership (The Grand on University). The annual service charge for the class of persons of low and moderate income shall be equal to four (4) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

**HEARING HELD**

## SECOND READING AND ENACTMENT OF ORDINANCES

Amendment/Ordinance/Chapter 9 (Animals and Fowl)/Article I (In General)/Section 9.1 (Cruelty to Animals Prohibited)/Addition of Sections 9-1.1 through 9-1.6

Amended ordinance to amend the Code of the City of Flint by amending Chapter 9 (Animals & Fowl), Article 1 (In General) by amending 9-1 (Cruelty to Animals Prohibited) by adding Sections 9-1.1 through 9-1.6. [NOTE: Ordinance amended to remove language from Section 9-1.2 (A), to change language in 9-1.4 and to add language in 9-1.6 (A).]

**PASSED**

**Substituted**

*The motion was to amend to include a prohibition on using heavy chains.*

**A motion was made by Councilperson Griggs, seconded by Councilperson Worthing, that this matter be Amended. The motion failed by the following vote:**

**Aye:** 1 - Councilperson Griggs

**No:** 7 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Worthing

**Absent:** 1 - Councilperson Fields

**A motion was made by Councilperson Mays, seconded by Councilperson Winfrey-Carter, that this matter be PASSED. The motion carried by the following vote:**

**Aye:** 8 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**Absent:** 1 - Councilperson Fields

Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities

for Certain Persons)

The provisions of Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (CC). [NOTE: The PILOT is for the Grand Flint Limited Dividend Housing Association, LP, a Michigan Limited Partnership (The Grand on University). The annual service charge for the class of persons of low and moderate income shall be equal to four (4) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

**A motion was made by Councilperson Mays, seconded by Councilperson Winfrey, that this matter be PASSED. The motion carried by the following vote:**

**Aye:** 6 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey and Councilperson Galloway

**No:** 2 - Councilperson Griggs and Councilperson Worthing

**Absent:** 1 - Councilperson Fields

## PETITIONS AND UNOFFICIAL COMMUNICATIONS

Financial Report/Karegnondi Water Authority (KWA)

Communication received September 27, 2021, re: The Karegnondi Water Authority (KWA) August 2021 Financial Report.

**This Matter was Placed on File on the Consent Agenda.**

Press Release/Office of Gov. Gretchen Whitmer/Virtual Briefing/FY2022 State Budget

Email dated September 27, 2021, from the office of Gov. Gretchen Whitmer, re: Community leaders are invited to a virtual briefing on the FY2022 state budget at 2 p.m. Wednesday, September 29, 2021 on Microsoft.

**This Matter was Placed on File on the Consent Agenda.**

## COMMUNICATIONS (from Mayor and other City Officials)

Office of Waste Services/New Waste Collection Services Company

Email dated October 5, 2021, from Waste Services Coordinator Heather Griffin: She details the transition from Republic Services to Priority Waste.

**This Matter was Placed on File on the Consent Agenda.**

Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (3) dated September 2021, for requested activities/events, with noted responsibility for the placement of the

required traffic control devices, and/or personnel, for the protection of traffic and event participants.

**This Matter was Placed on File on the Consent Agenda.**

## ADDITIONAL COMMUNICATIONS

## APPOINTMENTS

Reappointment/Flint District Library Board/Kathy R. Jackson

Resolution resolving that the Flint City Council approves the reappointment of Kathy R. Jackson (132 West First Street, Flint, Michigan, 48502) to the Flint District Library Board for another three-year term, commencing October 1, 2021, and expiring September 30, 2024, as requested by Mayor Sheldon Neeley. [NOTE: By way of background, Ms. Jackson's term expired September 30, 2021.]

**A motion was made by Councilperson Mays, seconded by Councilperson Griggs, that this matter be Approved. The motion carried by the following vote:**

**Aye:** 8 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**Absent:** 1 - Councilperson Fields

Appointment/Flint District Library Board/Vivian Kao

Resolution resolving that the Flint City Council approves the appointment of Vivian Kao (1213 Beard Street, Flint, Michigan, 48503) to the Flint District Library Board for a three-year term, commencing October 1, 2021, and expiring September 30, 2024, as requested by Mayor Sheldon Neeley.

*The motion was to amend to say "reappointment."*

**A motion was made by Councilperson Mays, seconded by Councilperson Griggs, that this matter be Amended. The motion carried by the following vote:**

**Aye:** 8 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**Absent:** 1 - Councilperson Fields

## ROLL CALL

*Councilperson Worthing left at 12:02 a.m.*

**Present:** Councilperson: Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Winfrey, Councilperson Galloway and Councilperson Griggs

**Absent:** Councilperson: Councilperson Fields and Councilperson Worthing

Amendment/Reappointment/Flint District Library Board/Vivian Kao

Amended resolution resolving that the Flint City Council approves the reappointment of Vivian Kao (1213 Beard Street, Flint, Michigan, 48503) to the Flint District Library Board for a three-year term, commencing October 1, 2021, and expiring September 30, 2024, as requested by Mayor Sheldon Neeley. [NOTE: Resolution corrected from "appointment" to "reappointment."]

**A motion was made by Councilperson Mays, seconded by Councilperson Griggs, that this matter be Approved. The motion carried by the following vote:**

**Aye:** 7 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Griggs

**Absent:** 2 - Councilperson Fields and Councilperson Worthing

## RESOLUTIONS

Approval/Request for Waiver/Potential Conflict of Interest/Attorney Richard M. Wilson, Jr.

Resolution resolving that the Flint City Council approves and consents to request for waiver of potential conflict of interest for Attorney Richard M. Wilson, Jr. [NOTE: Attorney Richard M. Wilson, Jr. has represented the Flint City Council in the review of water litigation, and he represents Consumers Energy in condemnation cases. Rule 1.7 of the Michigan Rules of Professional Conduct state that an attorney may not represent a client if that representation will be "directly adverse to another client" unless the client consents after consultation and the representation will not "adversely affect the relationship with the other client."]

**SEPARATED FROM MASTER RESOLUTION**

Siemens Mobility/Eagle Signal Repair Parts & Services

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to Siemens Mobility for Eagle signal repair parts and services, as requested by Traffic Engineering, in an amount NOT-TO-EXCEED $100,000.00 [Major Street Fund Acct. No. 202-443.201-801.000.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

Multi-Year/Comcast/Acquisition/Fiber Internet Circuit

Resolution resolving that the appropriate city officials, upon City Council's approval, are able to issue a purchase order to Comcast, for a new fiber circuit, as requested by Information Technology, in an amount NOT-TO-EXCEED $21,919.00 for FY2022, $43,440.00 for FY2023, $43,440.00 for FY2024, and $21,720.00 for FY 2025, pending adoption of each year's budget, for a 36-month aggregate amount NOT-TO-EXCEED $130,519.00 [IT Communication Fund Acct. No. 636-228.100-850.000 = $130,320.00 and IT Professional Services Acct. No.

636-228.100-800.000 = $199.00.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

CO#1/Contract/Wade Trim/Rehabilitation Construction Engineering Services/Robert T. Longway Rehabilitation

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into Change Order #1 to the contract with Wade Trim for Robert T. Longway rehabilitation Construction Engineering (CE), and to use Water Infrastructure Improvements for the Nation (WIIN) for the watermain engineering services portion of the contract, as requested by DPW, in an amount NOT-TO-EXCEED $15,000.00, which does not change the original amount of $118,000.00 [Water Capital Projects Grant Fund Acct. No. 496-555.000-801.052].

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

Memorandum of Understanding (MOU)/City of Flint/Flint Children's Museum

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a Memorandum of Understanding between the City of Flint and the Flint Children's Museum.

**SEPARATED FROM MASTER RESOLUTION**

Recognition/Honorary Street Sign/Spencer Street Between Saginaw Street and Martin Luther King Boulevard/Claressa Shields Street

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things to recognize Claressa Shields with an honorary street sign designation on a one-block portion of Spencer Street between Saginaw Street and Martin Luther King Boulevard.

**SEPARATED FROM MASTER RESOLUTION**

Charitable Gaming License/State of Michigan Lottery Charitable Gaming Division/Buckham Fine Arts Project

Resolution resolving that the Buckham Fine Arts Project is recognized as a non-profit organization operating in the city of Flint for the purpose of obtaining a charitable gaming license, as issued by the State of Michigan Lottery Charitable Gaming Division, relative to conducting charity and fundraising events, as allowed by Act 382 of the Public Acts of 1972, as amended. [NOTE: The Buckham Fine Arts Project plans to conduct a raffle on November 12, 2021, in downtown Flint.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

Opposition/Workplace Discrimination Based on Facial Hair

Resolution resolving that the Flint City Council opposes workplace discrimination based on beards or other facial hair in the absence of compelling reasons of health, safety and/or public welfare or unless it interferes with the safety of the employee; i.e., firefighters, or interference with employee safety or employee apparatus.

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

Grant Agreement/Michigan Department of Environment, Great Lakes and Energy (EGLE)/Recycling & Organic Infrastructure Grant

Resolution resolving that the appropriate city officials are authorized to do all things necessary to appropriate grant award funding, and to abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the total amount of $133,551.00, with a partnership (City of Flint and Bioworks Energy combined) match of $46,526.00, AND, resolving that the City Administrator, Department of Public Works Director and Water Pollution Control Manager be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above.

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

## RESOLUTIONS (May Be Referred from Special Affairs)

Contract/City of Flint/County of Genesee/Flint Holding Facility Operation

Resolution resolving that the appropriate city officials are to do all things necessary to enter into an agreement with Genesee County for operation of the Flint Holding Facility for the period October 1, 2020, through September 30, 2021 [General Fund Professional Services Acct. No. 101-302.205-801.000.] [NOTE: The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The Genesee County Sheriff currently operates the holding facility. The city and the sheriff have agreed to the terms of a contract for the sheriff to continue operating the facility for a contract price NOT-TO-EXCEED $2,914,726.00. The agreement is contingent on the city receiving funding from the State of Michigan to pay the full costs of the contract and the sheriff receiving a continued waiver from the Michigan Department of Corrections.]

**SEPARATED FROM MASTER RESOLUTION**

### Passed The Consent Agenda

**A motion was made by Councilperson Mays, seconded by Councilperson Winfrey, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:**

**Aye:** 7 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Griggs

**Absent:** 2 - Councilperson Fields and Councilperson Worthing

## SEPARATED FROM MASTER RESOLUTION

Approval/Request for Waiver/Potential Conflict of Interest/Attorney Richard M. Wilson, Jr.

Resolution resolving that the Flint City Council approves and consents to request for waiver of potential conflict of interest for Attorney Richard M. Wilson, Jr. [NOTE: Attorney Richard M. Wilson, Jr. has represented the Flint City Council in the review of water litigation, and he represents Consumers Energy in condemnation cases. Rule 1.7 of the Michigan Rules of Professional Conduct state that an attorney may not represent a client if that representation will be "directly adverse to another client" unless the client consents after consultation and the representation will not "adversely affect the relationship with the other client."]

**A motion was made by Councilperson Griggs, seconded by Councilperson Guerra, that this matter be Adopted. The motion failed by the following vote:**

**Aye:** 4 - Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey and Councilperson Griggs

**No:** 3 - Councilperson Mays, Councilperson Davis and Councilperson Galloway

**Absent:** 2 - Councilperson Fields and Councilperson Worthing

Memorandum of Understanding (MOU)/City of Flint/Flint Children's Museum

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a Memorandum of Understanding between the City of Flint and the Flint Children's Museum.

**Adopted**

**Substituted**

**A motion was made by Councilperson Mays, seconded by Councilperson Griggs, that this matter be POSTPONED for October 25, 2021. The motion carried by the following vote:**

**Aye:** 6 - Councilperson Mays, Councilperson Davis, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Griggs

**No:** 1 - Councilperson Guerra

**Absent:** 2 - Councilperson Fields and Councilperson Worthing

Recognition/Honorary Street Sign/Spencer Street Between Saginaw Street and Martin Luther King Boulevard/Claressa Shields Street

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things to recognize Claressa Shields with an honorary

street sign designation on a one-block portion of Spencer Street between Saginaw Street and Martin Luther King Boulevard.

**A motion was made by Councilperson Mays, seconded by Councilperson Guerra, that this matter be Adopted. The motion carried by the following vote:**

**Aye:** 7 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Griggs

**Absent:** 2 - Councilperson Fields and Councilperson Worthing

Contract/City of Flint/County of Genesee/Flint Holding Facility Operation

Resolution resolving that the appropriate city officials are to do all things necessary to enter into an agreement with Genesee County for operation of the Flint Holding Facility for the period October 1, 2020, through September 30, 2021 [General Fund Professional Services Acct. No. 101-302.205-801.000.] [NOTE: The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The Genesee County Sheriff currently operates the holding facility. The city and the sheriff have agreed to the terms of a contract for the sheriff to continue operating the facility for a contract price NOT-TO-EXCEED $2,914,726.00. The agreement is contingent on the city receiving funding from the State of Michigan to pay the full costs of the contract and the sheriff receiving a continued waiver from the Michigan Department of Corrections.]

**A motion was made by Councilperson Guerra, seconded by Councilperson Griggs, that this matter be Adopted. The motion carried by the following vote:**

**Aye:** 7 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway and Councilperson Griggs

**Absent:** 2 - Councilperson Fields and Councilperson Worthing

## ADJOURNMENT

*Vice President Maurice Davis adjourned this meeting at 1:29 a.m., after a motion by Councilperson Guerra and support by Councilperson Galloway. The vote was 7-0 (Absent: Fields, Worthing).*

*Respectfully transcribed & submitted,*

*Janell Johnson, Administrative Secretary to City Council*

210554

# City of Flint, Michigan

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

## Meeting Minutes - Draft

**Monday, October 25, 2021**

**8:22 PM**

*

**ELECTRONIC PUBLIC MEETING**

## CITY COUNCIL

***Kate Fields, President, Ward 4***
***Maurice D. Davis, Vice President, Ward 2***

***Eric Mays, Ward 1***
***Santino J. Guerra, Ward 3***
***Jerri Winfrey-Carter, Ward 5***
***Herbert J. Winfrey, Ward 6***
***Monica Galloway, Ward 7***
***Allan Griggs, Ward 8***
***Eva L. Worthing, Ward 9***

***Inez M. Brown, City Clerk***
***Davina Donahue, Deputy Clerk***

## CALL TO ORDER

*Council President Kate Fields called this meeting to order at 8:22 p.m.*

## ROLL CALL

**Present:** Councilperson: Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

## PLEDGE OF ALLEGIANCE

*Councilperson Allan Griggs led the Pledge of Allegiance.*

## REQUESTS FOR CHANGES OR ADDITIONS TO AGENDA

*Councilperson Mays made a motion to allow non-returning Council members a chance to say a few words before Final Council Comments. The motion passed 8-1 (No: Griggs). Councilperson Mays asked to discuss at 9 p.m. whether to continue with the meeting without the administration or to recess. The vote was 6-3 (No: Fields, Griggs, Worthing).*

## PRESENTATION OF MINUTES

**210461** Summary Minutes/Special Flint City Council/July 6, 2021

Summary Minutes of the Special Flint City Council ELECTRONIC PUBLIC MEETING held Tuesday, July 6, 2021, at 4 p.m.

*The motion was to approve all minutes -- 210461, 210462, 210463, 210464, 210465, 210466, 210467, 210468, 210469, 210473, 210532, 210533, 210534, 210535, 210536 -- with any corrections in one motion.*

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210462** Summary Minutes/Flint City Council/July 12, 2021

Summary Minutes of the Flint City Council ELECTRONIC PUBLIC MEETING held Monday, July 12, 2021, at 7:52 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210463** Summary Minutes/Flint City Council/July 26, 2021

Summary Minutes of the Flint City Council ELECTRONIC PUBLIC MEETING held Monday, July 26, 2021, at 7:32 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210464** Summary Minutes/Special Flint City Council/July 28, 2021

Summary Minutes of the Special Flint City Council ELECTRONIC PUBLIC MEETING held Wednesday, July 28, 2021, at 4:32 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210465** Summary Minutes/Flint City Council/August 9, 2021

Summary Minutes of the Flint City Council ELECTRONIC PUBLIC MEETING held Monday, August 9, 2021, at 8:19 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210466** Summary Minutes/Flint City Council/August 23, 2021

Summary Minutes of the Flint City Council ELECTRONIC PUBLIC MEETING held Monday, August 23, 2021, at 7:02 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210467** Summary Minutes/Special Flint City Council/August 13, 2021

Summary Minutes of the Special Flint City Council ELECTRONIC PUBLIC MEETING held Friday, August 13, 2021, at 5:30 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210468** Summary Minutes/Special Flint City Council/Investigative Hearing/August 25, 2021

Summary Minutes of the Special Flint City Council Investigative Hearing ELECTRONIC PUBLIC MEETING held Wednesday, August 25, 2021, at 5 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210469** Summary Minutes/Special Flint City Council/August 25, 2021

Summary Minutes of the Special Flint City Council ELECTRONIC PUBLIC MEETING held Wednesday, August 25, 2021, at 8:21 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210473** Summary Minutes/Flint City Council/September 13, 2021

Summary Minutes of the Flint City Council ELECTRONIC PUBLIC MEETING held Monday, September 13, 2021, at 8:34 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210532** Summary Minutes/Special Flint City Council/August 10, 2021

Summary Minutes of the Special Flint City Council ELECTRONIC PUBLIC MEETING held Tuesday, August 10, 2021, at 5:02 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210533** Summary Minutes/Flint City Council/September 27, 2021

Summary Minutes of the Flint City Council ELECTRONIC PUBLIC MEETING held Monday, September 27, 2021, at 5:30 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

**210534** Summary Minutes/Special Flint City Council/September 28, 2021

Summary Minutes of the Special Flint City Council ELECTRONIC PUBLIC MEETING held Tuesday, September 28, 2021, at 6 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**210535** Summary Minutes/Special Flint City Council/October 6, 2021

Summary Minutes of the Special Flint City Council ELECTRONIC PUBLIC MEETING held Wednesday, October 6, 2021, at 4:30 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**210536** Summary Minutes/Special Flint City Council/September 23, 2021

Summary Minutes of the Special Flint City Council ELECTRONIC PUBLIC MEETING held Thursday, September 23, 2021, at 6:01 p.m.

**A motion was made by Councilperson Griggs, seconded by Councilperson Winfrey, that this matter be Placed on File. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

## PUBLIC SPEAKING

*Public speaking was held.*

## PETITIONS AND UNOFFICIAL COMMUNICATIONS

**210523** Genesee County Transportation Improvement Program (TIP) Project Requests/Genesee County Metropolitan Planning Commission (GCMPC)

Memorandum dated October 12, 2021, from the Genesee County Metropolitan Planning Commission (GCMPC), re: GCMPC is requesting projects for the FY2023-FY2026 Genesee County Transportation Improvement Program (TIP) starting October 11, 2021.

**This Matter was Placed on File on the Consent Agenda.**

**210524** Press Release/Office of Gov. Gretchen Whitmer/Two Business Expansions/424 Jobs/$23 Million Investment/Genesee County

Email dated October 12, 2021, from the office of Gov. Gretchen Whitmer, re: The Governor announced that two business expansion projects expected to create 424 new jobs and generate a total private investment of $23 in the Flint region have received support from the Michigan Strategic Fund.

**This Matter was Placed on File on the Consent Agenda.**

**210525** Update/Genesee County Solid Waste Management Plan/Genesee County Metropolitan Planning Commission (GCMPC)

Email dated October 14, 2021, from the Genesee County Metropolitan Planning Commission (GCMPC), GLS Region V Planning and Development Commission, re: GCMPC is beginning the process of updating components of the Genesee County Solid Waste Management Plan.

**This Matter was Placed on File on the Consent Agenda.**

**210526** 2021 Report/CN (Canadian National Railway) in Your Community

Communication received September 24, 2021, re: Enclosed is a copy of the CN (Canadian National Railway) in Your Community 2021 report.

**This Matter was Placed on File on the Consent Agenda.**

**210527** Notice of Public Hearing/Michigan Public Service Commission (MPSC)

Notice of Public Hearing received October 13, 2021, re: Michigan Public Service Commission (MPSC) notice of hearing for the electric and natural gas customers of Consumers Energy Co., Case No. U-20875, to be held September 8, 2021, at 9 a.m., by Video/Teleconferencing.

**This Matter was Placed on File on the Consent Agenda.**

**210528** Notice of Public Hearing/Michigan Public Service Commission (MPSC)

Notice of Public Hearing received October 13, 2021, re: Michigan Public Service Commission (MPSC) notice of hearing for the electric customers of Consumers Energy Co., Case No. U-210099, to be held September 14, 2021, at 9:30 a.m., by Video/Teleconferencing.

**This Matter was Placed on File on the Consent Agenda.**

**210530** Workshop/American Rescue Plan Act (ARPA) Spending/Genesee County GLS Region V Planning & Development Commission

Email dated October 18, 2021, from the Genesee County GLS Region V Planning and Development Commission, re: GLS Region V Planning and Development Commission, the Michigan Association of Regions and Michigan State University Extension are offering a free workshop to provide guidance to local governments on ARPA spending.

**This Matter was Placed on File on the Consent Agenda.**

## COMMUNICATIONS (from Mayor and other City Officials)

**210529** City of Flint/Press Release/Water Shutoff Planned/Areas of Dort Highway and Carpenter Road

Press Release dated October 12, 2021, from the City of Flint, re: Water service will be shut off to some nearby residents on Wednesday, October 13, 2021, due to valve replacement. The areas affected are Dort Highway and Carpenter Road, Carpenter Road and Webster Road, going east on West Boulevard Drive.

**This Matter was Placed on File on the Consent Agenda.**

**210531** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (6) dated October 2021, and February 2021, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and

event participants.

**This Matter was Placed on File on the Consent Agenda.**

## ADDITIONAL COMMUNICATIONS

## APPOINTMENTS (May be Referred from Special Affairs)

**210398** Mayoral Appointment/Chief Financial Officer/Robert Widigan

Resolution resolving that the Flint City Council approves the recommendation by Mayor Sheldon Neeley to appoint Robert Widigan as Chief Financial Officer [at an hourly compensation rate of $64.90 per hour ($135,000.00 annually).] [General Fund Salary and Wages Acct. No. 101-191.100-703.000 = $91,967.90 and LCSM-17-FRTA = $43,032.10.] [NOTE: The difference in compensation between the Interim Chief Financial Officer and Chief Financial Officer is retroactive to August 16, 2021.]

**A motion was made by Councilperson Worthing, seconded by Councilperson Griggs, that this matter be Adopted. The motion carried by the following vote:**

**Aye:** 6 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**No:** 2 - Councilperson Winfrey-Carter and Councilperson Galloway

**Abstain:** 1 - Councilperson Mays

**210522** Appointment/City Wide Advisory Council (CWAC)/Lisa M. Pasbjerg/Ward 8

Resolution approving the appointment of Lisa M. Pasbjerg (968 Springer Avenue, Flint, MI, 48503 - Ward 8) to the City Wide Advisory Council (CWAC) for a 2-year term, commencing immediately upon adoption of this resolution and expiring May 31, 2023, as requested by 8th Ward Flint City Councilperson Allan Griggs. [NOTE: By way of background, she is replacing Wendy Braun Daly, whose term expired May 31, 2019, although she continued to serve.]

**A motion was made by Councilperson Griggs, seconded by Councilperson Worthing, that this matter be Approved. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**210537** Appointment/Zoning Board of Appeals/Derek Dohrman/Ward 5

Resolution resolving that the Flint City Council recommends the appointment of Derek Dohrman (311 West 1st Avenue, Flint, MI, 48503 - Ward 5) to the Zoning Board of Appeals for a three-year term expiring September 1, 2023, as recommended by 5th Ward Councilperson Jerri Winfrey-Carter. [NOTE: By way of background, Mr. Dohrman is replacing Jacqueline Jordan whose term on the

Board expired August 31, 2020, although she continued to serve.]

**A motion was made by Councilperson Winfrey-Carter, seconded by Councilperson Griggs, that this matter be Approved. The motion carried by the following vote:**

**Aye:** 8 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey and Councilperson Griggs

**Abstain:** 1 - Councilperson Worthing

## RESOLUTIONS

**210491** Memorandum of Understanding (MOU)/City of Flint/Flint Children's Museum

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a Memorandum of Understanding between the City of Flint and the Flint Children's Museum.

**SEPARATED FROM MASTER RESOLUTION**

**210506** Budget Amendment/Transfer of Funds/Fleet/Central Garage Fund

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to amend the 2021-2022 budget of the City of Flint, as requested by Fleet, in an amount NOT-TO-EXCEED $1,816,248.00 [Fleet/Central Garage Fund Vehicle Acct. No. 661-451.100-977.500. [NOTE: The budget amendment is for the purchase of three new fire apparatus.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**210507** Halt Fire, Inc./Fire Quint Apparatus

Resolution resolving that the Department of Purchases and Supplies, upon City Council's approval, may issue a purchase order to Halt Fire, Inc. for a Fire Quint Apparatus, in an amount NOT-TO-EXCEED $830,138.00, as requested by Fire/Fleet [Fleet/Central Garage Fund Acct. No. 661-451.100-977.500.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**210508** Halt Fire, Inc./Fire Rescue Pumper Apparatus

Resolution resolving that the Department of Purchases and Supplies, upon City Council's approval, may issue a purchase order to Halt Fire, Inc. for a Fire Rescue Pumper Apparatus, in an amount NOT-TO-EXCEED $485,604.00, as requested by Fire/Fleet [Fleet/Central Garage Fund Acct. No. 661-451.100-977.500.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**210509** Halt Fire, Inc./Special Service Fire Rescue Apparatus

Resolution resolving that the Department of Purchases and Supplies, upon City Council's approval, may issue a purchase order to Halt Fire, Inc. for a Special Service Fire Rescue Apparatus, in an amount NOT-TO-EXCEED $574,034.00, as requested by Fire/Fleet [Fleet/Central Garage Fund Acct. No. 661-451.100-977.500.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**210510** Settlement/Jesse Carpenter v City of Flint, Worker's Compensation No. W99000058

Resolution resolving that the City Administrator, upon City Council's approval, hereby authorizes settlement in the matter of Jesse Carpenter v City of Flint, Worker's Compensation No. W99000058, in the amount of $8,500.00, in satisfaction of any and all claims arising out of said matter, with payment to be drawn from appropriated funds in the Litigation and Suits Line Item No. 677-266.200-956.300. [NOTE: An Executive Session on this matter was held on August 18, 2021.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**210518** Acceptance/Donated Equipment/Seepex Sludge Pumps/Bioworks Energy, LLC

Resolution resolving that the appropriate city officials are authorized to do all things necessary to accept the donation of two (2) Seepex sludge pumps from Bioworks Energy, LLC, valued at $27,188.00, with all the rights and responsibilities as owner, AND, resolving that upon termination of the partnership between the City of Flint, a Municipal Corporation, and Bioworks Energy, LLC, that the city retains ownership, rights and responsibilities of said Seepex sludge pumps.

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

## RESOLUTIONS (May be Referred from Special Affairs)

**210511** Contract/City of Flint/Michigan State University/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Program Evaluation

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with Michigan State University (MSU) [to provide program evaluation], in an amount NOT-TO-EXCEED $100,000.00, over the first 12-month grant period -- September 30, 2021, to Sept. 29, 2022. [NOTE: The City of Flint was awarded grant funding from the United States Department of Health and Human Services (DHHS) Substance Abuse and Mental Health Services Administration (SAMHSA) in the amount of $5,000,000.00, over a five-year period, to implement the Flint Resilience

in Communities After Stress and Trauma (ReCAST) project.]

**SEPARATED FROM MASTER RESOLUTION**

**210512** Contract/City of Flint/Greater Flint Health Coalition/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Convener/ReCAST Community Implementation Program Manager

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into enter into a contract with the Greater Flint Health Coalition [to serve as the ReCAST Community Implementation Program Manager], in an amount NOT-TO-EXCEED $509,934.13, over the first 12-month grant period -- September 20, 2021, to Sept. 29, 2022. [NOTE: The City of Flint was awarded grant funding from the United States Department of Health and Human Services (DHHS) Substance Abuse and Mental Health Services Administration (SAMHSA) in the amount of $5,000,000.00 to implement the Flint Resilience in Communities After Stress and Trauma (ReCAST) project.]

**SEPARATED FROM MASTER RESOLUTION**

**210519** CO#1/Contract/Emergency Shelter Grant (ESG)/My Brother's Keeper

Resolution authoring the appropriate city officials to process any necessary budget adjustments and to enter into change order #1 to Contract 21-091 with My Brother's Keeper of Genesee County, in the amount of $50,000.00, for a new total contract amount of $217,210.00. as requested by Planning and Development. [NOTE: My Brother's Keeper was awarded $167,210.00 in Emergency Shelter Grant (ESG) funds for shelter operations and essential services. However, My Brother's Keeper has indicated a need for additional funding to reimburse the agency for funds previously expended on employee wages and salaries associated with the operation of the shelter.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**210520** Recognition/Honorary Street Sign/Black Avenue Between Maines Street and Industrial Avenue/Greater Galilee Baptist Church Avenue

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things to recognize Greater Galilee Baptist Church with an honorary street sign designation on a one-block portion of Black Avenue between Maines Street and Industrial Avenue.

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

## Passed The Consent Agenda

**A motion was made by Councilperson Winfrey, seconded by Councilperson Griggs, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:**

**Aye:** 8 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**No:** 1 - Councilperson Galloway

## SEPARATED FROM MASTER RESOLUTION

**210491** Memorandum of Understanding (MOU)/City of Flint/Flint Children's Museum

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a Memorandum of Understanding between the City of Flint and the Flint Children's Museum.

**Adopted**

**Substituted**

**A motion was made by Councilperson Mays, seconded by Councilperson Griggs, that this matter be REFERRED TO COMMITTEE to the GOVERNMENTAL OPERATIONS COMMITTEE, due back on November 3, 2021. The motion carried by the following vote:**

**Aye:** 8 - Councilperson Mays, Councilperson Davis, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**No:** 1 - Councilperson Guerra

**210511** Contract/City of Flint/Michigan State University/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Program Evaluation

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with Michigan State University (MSU) [to provide program evaluation], in an amount NOT-TO-EXCEED $100,000.00, over the first 12-month grant period -- September 30, 2021, to Sept. 29, 2022. [NOTE: The City of Flint was awarded grant funding from the United States Department of Health and Human Services (DHHS) Substance Abuse and Mental Health Services Administration (SAMHSA) in the amount of $5,000,000.00, over a five-year period, to implement the Flint Resilience in Communities After Stress and Trauma (ReCAST) project.]

*The motion was to adopt both 210511 and 210512.*

**A motion was made by Councilperson Mays, seconded by Councilperson Worthing, that this matter be Adopted. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**210512** Contract/City of Flint/Greater Flint Health Coalition/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Convener/ReCAST Community Implementation

Program Manager

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into enter into a contract with the Greater Flint Health Coalition [to serve as the ReCAST Community Implementation Program Manager], in an amount NOT-TO-EXCEED $509,934.13, over the first 12-month grant period -- September 20, 2021, to Sept. 29, 2022. [NOTE: The City of Flint was awarded grant funding from the United States Department of Health and Human Services (DHHS) Substance Abuse and Mental Health Services Administration (SAMHSA) in the amount of $5,000,000.00 to implement the Flint Resilience in Communities After Stress and Trauma (ReCAST) project.]

**A motion was made by Councilperson Mays, seconded by Councilperson Worthing, that this matter be Adopted. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

## INTRODUCTION AND FIRST READING OF ORDINANCES (May be Referred from Special Affairs)

**210214.2** Amendment/Ordinance/Chapter 28 (Motor Vehicles & Traffic)/Article II (Operation of Vehicles)/Addition of Sections 28-65 (a) - (d), Section 28-65.1 and Section 28-65.2 (Drag Racing)

An amendment to the ordinance to amend Chapter 28 (Motor Vehicles and Traffic), Article II (Operation of Vehicles) of the Code of the City of Flint by adding Sections 28-65 (a) - (d), Section 28-65.1 and Section 28-65.2 (Drag Racing). [NOTE: Ordinance amended to correct typographical and technical errors.] [NOTE: Ordinance amended to change penalties.]

**A motion was made by Councilperson Worthing, seconded by Councilperson Griggs, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:**

**Aye:** 7 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**No:** 2 - Councilperson Mays and Councilperson Winfrey-Carter

**210495** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (HH). [NOTE: The PILOT is for 901 Flats Limited Dividend Housing Association, LLC The annual service charge for the class of persons of low and moderate income shall be equal to seven (7) percent of the

annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities.]

**ACKNOWLEDGED FOR FIRST READING**

**Substituted**

**A motion was made by Councilperson Winfrey, seconded by Councilperson Griggs, that this matter be REFERRED TO COMMITTEE to the LEGISLATIVE COMMITTEE, due back on November 3, 2021. The motion carried by the following vote:**

**Aye:** 7 - Councilperson Mays, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

**No:** 2 - Councilperson Davis and Councilperson Guerra

**210497.1** Amendment/Ordinance/Chapter 24 (Housing)/Addition of Article IV/Sections 121-123

An ordinance to amend the Code of the City of Flint by adding to Chapter 24 (Housing), the following Article, Article IV (Building Code Board of Appeals), and Sections 121-123. [NOTE: Amendment changes Chapter 20 to Chapter 24.]

**A motion was made by Councilperson Griggs, seconded by Councilperson Guerra, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:**

**Aye:** 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

## SPECIAL ORDER

**210538** Special Order/Non-Returning City Council Members

A Special Order as requested by Councilperson Mays to allow non-returning City Council members (Maurice Davis, Santino Guerra and Herbert Winfrey) to say a few words.

**Discussed**

## ADJOURNMENT

*President Kate Fields adjourned this meeting at 12:03 a.m., after a motion by Councilperson Galloway and support by Councilperson Griggs. The vote was 9-0.*

*Respectfully transcribed & submitted,*

*Janell Johnson, Administrative Secretary to City Council*

RESOLUTION NO.: 210233.1

JUN 14 2021

PRESENTED:

ADOPTED:

# RESOLUTION APPROVING CITY OF FLINT BROWNFIELD REDEVELOPMENT AUTHORITY BROWNFIELD PLAN FOR THE JAMES P. COLE PROJECT

(1809 James P. Cole)

**BY THE CITY ADMINISTRATOR:**

On July 28, 1997, the Flint City Council adopted a resolution establishing the Brownfield Redevelopment Authority (Authority) of the City of Flint pursuant to the Brownfield Redevelopment Financing Act 381 of the Public Acts ("Act") of 1996, to promote the revitalization, redevelopment and reuse of certain blighted, tax reverted and functionally obsolete properties.

Under Act 381, the Authority is authorized to develop and propose for adoption by the City Council a brownfield plan for one (1) or more parcels of eligible properties.

Pursuant to the resolution establishing the Authority and the bylaws of the Authority, the Authority has submitted a proposed brownfield plan for 1809 James P. Cole (the Plan).

The required notice of the public hearing on the proposed Plan was given in accordance with section 13 of Act 381, and such hearing held by the City Council on March 8, 2021.

Once approved, the brownfield plan will allow of the reimbursement of eligible project expenses from the additional tax revenue realized as a result of the redevelopment. The reimbursement can occur over the life of the plan which is normally 30 years. The eligible reimbursable expenses are estimated at around $2,541,508.

**IT IS RESOLVED, THAT:**

1. Definitions. Where used in this Resolution, the terms set forth below shall have the following meaning unless the context clearly requires otherwise:

   "Eligible Activities" or "eligible activity" shall have the meaning described in Act 381.

   "Eligible Property" means the property designated in the Plan as the Eligible Property, as described in Act 381.

   "Plan" means the Plan prepared by the Authority, as transmitted to the City Council by the Authority for approval, copies of which Plan are on file in the office of the City Clerk.

   "Taxing Jurisdiction" shall mean each unit of government levying an ad valorem property tax on the Eligible Property.
2. Public Purpose. The City Council hereby determines that the Plan constitutes a public purpose.
3. Best Interest of the Public. The City Council hereby determines that it is in the best interest of the public to promote the revitalization of environmentally distressed areas in the City to proceed with the Plan.
4. Review Considerations. As required by act 381, including consideration of the criteria of "facility" as defined in act 381;
   a. Portions of the property designated in the Plan meet the definition of Eligible Property, as described in act 381, including consideration of the criteria of "facility" as defined in Act 381;
   b. The Plan meets the requirements set forth in section 13 of Act 381.

c. The proposed method of financing the costs of eligible activities is feasible and the authority has the ability to arrange the financing.
d. The costs of eligible activities proposed are reasonable and necessary to carry out the purpose of Act 381.
e. The amount of captured taxable value estimated to result from adoption of the Plan is reasonable.

5. Approval and Adoption of Plan. The Plan as submitted by the authority is hereby approved and adopted. A copy of the Plan and all amendments thereto shall be maintained on file in the City Clerk's office.
6. Establishment of Project Fund; Approval of Depositary. The Authority shall establish a separate fund for the Eligible Property subject to this Plan, which shall be kept in a depositary bank account or accounts in bank or banks approved by the Treasurer of the City. All monies received by the Authority pursuant to the Plan shall be deposited in the Project Fund for the Eligible Property. All monies in the Project Fund and earnings thereon shall be used only in accordance with the Plan and Act 381.
7. Use of Monies in the project Fund. The monies credited to the Project Fund and on hand therein from time to time shall be used annually to first make those payments authorized by and in accordance with the Plan and any development.
8. Payment of Tax Increment Revenues to Authority. The municipal and the county treasurers shall, as ad valorem and specific local taxes are collected on the Eligible Property, pay the Tax Increment Revenues to the Authority for deposit in the Project Fund. The payments shall be made not more than 20 days after the Tax Increment Revenues are collected.
9. Disclaimer. By adoption of this Resolution and approval of the Plan, the City assumes no obligation or liability to the owner, developer, lessee or lessor of the eligible property for any loss or damage that may result to such persons from the adoption of this Resolution and Plan. The City makes no guarantees or representation as to the determinations of the appropriate state officials regarding the ability of the Authority to capture tax increment revenues from the state and local school district taxes for the Plan.
10. Repealer. All of this resolution and parts of resolutions insofar as they conflict with the provisions of this resolution shall be rescinded.

**Approved as to Form:**

Angela Wheeler

**Angela Wheeler**
**Chief Legal Officer**

**ADMINISTRATION:**

**Sheldon A. Neeley**
**Mayor**

**Kate Fields, Council President**

# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

***TODAY'S DATE:*** *2/3/2021*

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Brownfield Plan Approval

**PREPARED BY** Khalfani Stephens
***(Please type name and Department)***

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

This is a resolution to establish a brownfield plan for 1809 James P. Cole. The project is estimated to be approximately $14.25 Million and will result in approximately 110K SF of renovated industrial space and 190K of new industrial space. New job creation is TBD.

**FINANCIAL IMPLICATIONS:** This will reduce the taxes collected for up to 30 years (see attached table)

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

| Dept. | Name of Account | Account Number | Grant Gode | Amount |
|---|---|---|---|---|
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| | | | | |
| | | FY19/20 GRAND TOTAL | | |

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

# CITY OF FLINT

**ACCOUNTING APPROVAL:** _____ **Date:** _____

**WILL YOUR DEPARTMENT NEED A CONTRACT?** **YES** ☐ **NO** ☒
*(If yes, please indicate how many years for the contract)* YEARS

**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**

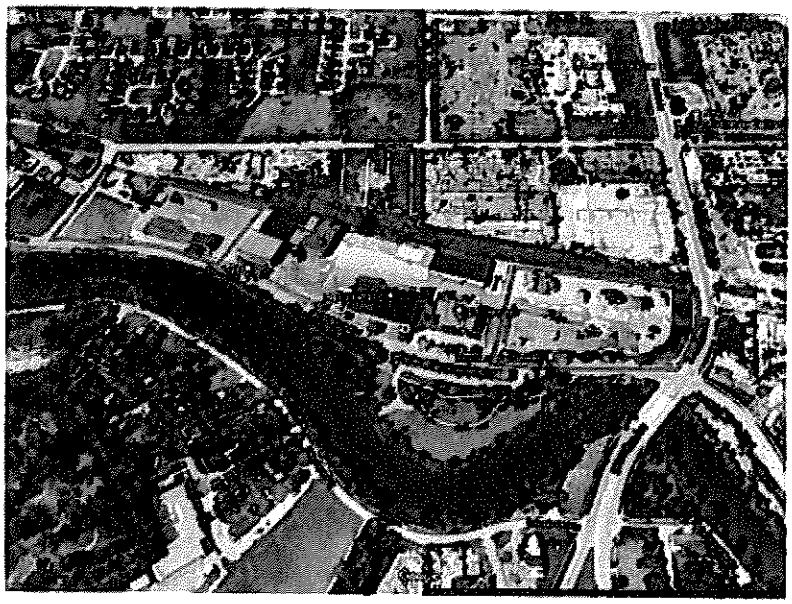
**OTHER IMPLICATIONS (*i.e., collective bargaining*):**

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

**DEPARTMENT HEAD SIGNATURE:** __Khalfani Stephens, Economic Development Director
*(PLEASE TYPE NAME, TITLE)*

EXHIBIT A

# CITY OF FLINT
# BROWNFIELD REDEVELOPMENT AUTHORITY



# BROWNFIELD PLAN FOR THE
# **PROPOSED DUPONT INDUSTRIAL FACILITY**
# REDEVELOPMENT PROJECT

| Prepared for | Prepared By |
|---|---|
| DEARBORN CAPITAL<br><br>James P Cole Venture, LLC<br>Attn: Ms. Mona Navitsky<br>c/o Dearborn Capital Partners, LLC<br>980 North Michigan, Suite 1620<br>Chicago, IL 60611<br>Attn: Mr. Brien Wloch; Managing Member<br>M (312) 543-1250<br>E mona.navitsky@dearcapcre.com | ASSOCIATED ENVIRONMENTAL SERVICES, LLC<br><br>Mr. Nicholas G. Maloof, RPG<br>President and General Counsel<br>Associated Environmental Services, LLC<br>40701 Woodward Avenue, Suite 50<br>Bloomfield Hills, MI 48304<br>T (248) 203-9898<br>M (248) 250-2525<br>E ngm@associatedenvironmental.net<br>W www.associatedenvironmental.net |

Plan Preparation Date: **October 31, 2020**

Approved by the Brownfield Redevelopment Authority on: _____

Approved by the Flint City Council on: _____

**CITY OF FLINT**
**BROWNFIELD REDEVELOPMENT AUTHORITY**
**BROWNFIELD PLAN**

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## I. INTRODUCTION

In order to promote the revitalization of environmentally distressed and blighted areas within the boundaries of the City of Flint, Michigan (the "City"), the City has established the City of Flint Brownfield Redevelopment Authority (the "FBRA") pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381").

The primary purpose of this Brownfield Plan ("Plan") is to promote the redevelopment of and private investment in certain "brownfield" properties within the City. Inclusion of property within this Plan will facilitate financing of environmental response and other Eligible Activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as "brownfields." By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the FBRA.

This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the Eligible Activities to be funded by such tax increment revenues.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan describes the project to be completed (see Attachment C) and contains information required by Section 13(2) of Act 381.

## II. GENERAL PROVISIONS

**A. Description of the Eligible Property (Section 13 (2)(h)) and the Project**

The property comprising the eligible property consists of multiple parcel of land that are either contaminated and qualify as a "facility" as that term is defined in Part 201 of NREPA, as amended, are immediately adjacent to the "facility" and/or will be unified with the "facility" parcel(s). **Each parcel is eligible as it is either contaminated and qualifies as a "facility" and/or it is adjacent to and being combined with a parcel that is a "facility."**

The parcel and all tangible personal property located thereon will comprise the eligible property and is referred to herein as the "Property."

**Attachment A** includes a site map of the Property. The Property is located east of Industrial Avenue, south of East Hamilton Avenue, west of James P. Cole Boulevard, and north of East Wood Street. The Property contains one several existing structures. The Property was historically used for industrial activities/purposes since the early 1900's.

The existing structures and buildings have been mostly unoccupied for several years.

The eligible property will include all tangible personal property to be located on the real property. Parcel information is outlined below.

| | |
|---|---|
| Address | 1809 James P. Cole Boulevard, Flint, Genesee County, MI 48503 |
| Parcel ID | Parcel ID Nos. 41-06-452--014 & 41-06-452-015 |
| Owner | James P Cole Venture, LLC |
| Legal Description (obtained from ALTA Survey) | SEE ATTACHED ALTA Survey |

James P Cole Venture, LLC is the project developer ("Developer") and owner of the Property.

The proposed Project is comprised of a build-to-suit redevelopment of a 17.99 acre historically industrial property currently containing approximately 110,578 square feet of existing structures. According to information provided to AES, the Property is proposed to be redeveloped into a multi-tenant multi-building industrial park. According to a Site Plan provided by Developer, approximately 110,578 square feet of existing building will remain and undergo renovations with the remaining buildings being demolished to make way for an additional 190,700 square feet of proposed new construction buildings, all on 17.99 acres of improved commercial and industrial land.

The completed development will include two single or multiple tenant structures each of which can be expanded to accommodate growth of an existing tenant or additional tenants within the proposed structures.

The Project will be undergoing site plan and zoning review by the City of Flint Engineering Department and Planning & Development Departments, and is therefore subject to change as part of the approval processes. The Project is currently estimated to be an estimated $14,250,000.00 (excluding land costs) investment by Developer plus any furniture, fixtures and equipment (FF&E) and other Personal Property of the proposed tenants (Operators).

It is currently anticipated, subject to necessary Planning, Engineering, FBRA and State of Michigan EGLE, MEDC/MSF, and Tax Commission approvals, that construction will begin in the Summer/Fall of 2021, or sooner, subject to approval of Eligible Activities, including retroactive approval of completed Eligible Activities. It is anticipated that the Eligible Activities will be completed within 12-18 months of the start date.

The project description provided herein is a summary of the proposed development at the time of the adoption of the Plan. The actual development may vary from the project description provided herein, without necessitating an amendment to this Plan, so long as such variations are not material and arise as a result of governmental processes, changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project. All material changes, as determined by FBRA in its reasonable discretion, to the project description are subject to the approval of the FBRA staff and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.

**Census Tract Qualification**

The Property is located in a low-income community (LIC) Census Tract (Census Tract No. 26049013600). A low-income community (LIC) Census Tract is defined as, "...a poverty rate of at least 20 percent or with median family incomes that do not exceed 80 percent of area median income..." In addition, the Property is located in a Qualified Opportunity Zone, which means that the area has been targeted by State and Local Governmental Units for development. *Please see the attached CDFI Fund Census Tract Map.*

Based on the information provided by Developer, the Property contains structures and infrastructure that will be demolished and/or partially demolished and removed as part of the planned re-development ("Project"). In addition, the proposed Project will redevelop an underutilized Property that contains multiple impediments to redevelopment. The proposed Project will create temporary construction jobs and is intended to create permanent jobs in an area of Genesee County (Flint) with a high unemployment rate as demonstrated by the Census Tract information.

**Attachment C** provides a description of the project to be completed at the Property (the "Project"). **Attachment C** also includes details regarding development team, total investment amount, description of project uses number of temporary and permanent jobs,

project renderings, and additional financing incentives (IFT). **Attachment D** includes letters of support for the Project.

**B. Basis of Eligibility (Section 13 (2)(h) and Section 2 (o))**

The Property qualifies as a "facility" as that term is defined under the natural Resources and Environmental Protection Act (NREPA), P.A.451 of 1994, as amended, based on the presence of soil contamination.

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was used for industrial purposes; (b) it is located within the City of Flint, a qualified local governmental unit under Act 381; and (c) the Property is determined to be a "facility[1]" as defined by Act 381.

The Property qualifies as a "facility" and is eligible for Brownfield Redevelopment Incentives pursuant to the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended. The Property is classified as a "facility" due to the presence of soil contamination related to historical use and operation of portions of the Property for industrial purposes.

In addition, based on the condition of the existing structures, the Property could also qualify under either "blighted[2]" or "functionally obsolete[3]" status, however, Developer has not moved forward with either or both such designations as the Property already qualifies under Act 381.

**Phase I Environmental Site Assessment (ESA)**

Applied Ecosystems, Inc. (AEI) was retained by Developer to prepare a Baseline Environmental Assessment (BEA) and published the BEA on September 20, 2016 as of pre-acquisition due diligence and disclosed to MDEQ on December 7, 2016.

According to information presented the BEA, the Property was historically used for industrial activities/purposes by E. I. du Pont de Nemours and Company (DuPont) and predecessor companies since the early 1900's beginning in 1901 with Flint varnish and Color Works providing paint and varnishes for the carriage industry and converting to automotive paint manufacturing in 1910. DuPont purchased the property in 1918 and operated on-site until 1995. In 1989, DuPont initiating environmental site investigation activities to assess soil and groundwater on the Property.

In 2003 DuPont entered into a Voluntary Corrective Action agreement with MDEQ and actions included:

- Excavation and disposal of contaminated soil;
- Groundwater treatment; and
- Free product removal.

In 2005, a Remedial Action Plan (RAP) was prepared that specified long term groundwater treatment as well as property use restrictions (Deed Restrictions).

In 2015, after 12 consecutive monthly gauging events with no free product present, DuPont submitted a request for a "No Further Action" determination related to free product removal activities

Contamination remaining on-site includes volatile organic compounds (VOCs), semi-VOCs (SVOCs), arsenic, chromium, cobalt and cyanide. Known impacted media include soil and groundwater with exceedances of the volatilization to indoor air (VIA) pathway likely based on the known concentrations of VOCs.

*Please see Figures 1 and 2 for Site Location and Aerial Photo Maps.*

Based on the documented concentrations of soil and groundwater contamination, concentrations exceed the EGLE Part 201 Generic Residential Cleanup Criteria (GRCC) promulgated under Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended (Part 201), and therefore the Property meets the definition of a "facility" as defined pursuant to Part 201.

As the Property qualifies as a "facility[1]," it is eligible for Brownfield Redevelopment Incentives pursuant to the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended. In addition, based on the condition of the existing structures, the Property could also qualify under either "blighted[2]" or "functionally obsolete[3]" status.

Sample results were compared to current Generic Residential Cleanup Criteria (GRCC) promulgated under Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended (Part 201). Based on the results of the Phase II ESA the Property meets the definition of a "facility" as defined pursuant to Part 201.

[1]Under Part 201 of NREPA, P.A 451 of 1994, as amended, Section 20101(1)(s) states:

"Facility" means any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located. Facility does not include any area, place, parcel or parcels of property, or portion of a parcel of property where any of the following conditions are satisfied:

(i) Response activities have been completed under this part or the comprehensive environmental response, compensation, and liability act, 42 USC 9601 to 9675, that satisfy the cleanup criteria for unrestricted residential use.
(ii) Corrective action has been completed under the resource conservation and recovery act, 42 USC 6901 to 6992k, part 111, or part 213 that satisfies the cleanup criteria for unrestricted residential use.
(iii) Site-specific criteria that have been approved by the department for application at the area, place, parcel of property, or portion of a parcel of property are met or satisfied and hazardous substances at the area, place, or property that are not addressed by site-specific criteria satisfy the cleanup criteria for unrestricted residential use.
(iv) Hazardous substances in concentrations above unrestricted residential cleanup criteria are present due only to the placement, storage, or use of beneficial use by-products or inert materials at the area, place, or property in compliance with part 115.
(v) The property has been lawfully split, subdivided, or divided from a facility and does not contain hazardous substances in excess of concentrations that satisfy the cleanup criteria for unrestricted residential use
(vi) Natural attenuation or other natural processes have reduced concentrations of hazardous substances to levels at or below the cleanup criteria for unrestricted residential use.

SEE http://www.legislature.mi.gov/(S(1xfnucyrylw4dkgaeqpzrx3j))/mlob.aspx?page=getObject&objectName=mcl-324-20101

[2]Under MCL 125.2652(2)(e) "Blighted" means property that meets any of the following criteria as determined by the governing body
(i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance
(ii) Is an attractive nuisance to children because of physical condition, use, or occupancy.
(iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.
(iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
(v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.
(vi) Is property owned or under the control of a land bank fast track authority, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act
(vii) Has substantial subsurface demolition debris buried on site so that the property is unfit for its intended use.

[3]Under MCL 125.2652(2)(s) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

## C. Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b))

The "Eligible Activities" that are intended to be carried out at the Property are considered "Eligible Activities" as defined by Sec 2 of Act 381, because they include, but are not limited to: (1) Phase I ESA, Phase II ESA and Baseline Environmental Assessment activities; (2) 7a Due Care Activities including Phase II ESA Due Care Investigation Activities and Preparation of pre-development and post-development Due Care Plans or Documentation of Due Care Compliance; (3) Additional Response Activities; (4) Building Demolition Activities including selective exterior and interior demolition and lead, asbestos and hazardous materials abatement; (5) Development and Preparation of Brownfield Plan and Act 381 Work Plan; (6) UST Removal Activities; (7) Remediation Activities including installation of engineering controls and operation & maintenance (O&M) related to the engineering controls; (8) Site Preparation Activities to ready the site for redevelopment including utility disconnection and re-connection, removal and re-location of public utilities, land balancing and rough and finished grading; (9) Infrastructure Activities including the construction of storm water retention/detention ponds and/or systems, and installation of new utilities; and (10) Public Improvements including installation of public utilities, street improvements, deceleration lanes and drive approaches, streetscapes, landscaping and other related activities. In addition, supplementary Eligible Activities that are financial in nature include: (1) Interest on the sums expended to implement the Eligible Activities at a rate of five (5%) per annum; and (2) environmental insurance may be obtained at some during the project development process.

A summary of the Eligible Activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the table attached hereto as **Attachment E**.

The Eligible Activities described in **Attachment E** are not exhaustive. Subject to the approval of FBRA staff in writing, additional Eligible Activities may be carried out at the Property, without requiring an amendment to this Plan, so long as such Eligible Activities are permitted by Act 381 and the performance of such Eligible Activities does not exceed the total costs stated in **Attachment E**.

Unless otherwise agreed to in writing by the FBRA, all Eligible Activities shall commence within eighteen (18) months after the date the governing body approves this Plan and be completed within three (3) years after approval of the Michigan Strategic Fund work plan, if applicable, or three (3) years after execution of the Reimbursement Agreement (as that term is defined below). Any long-term monitoring or operation and maintenance activities or obligations that may be required will be performed in compliance with the terms of this Plan and any documents prepared pursuant to this Plan.

The Developer desires to be reimbursed for the costs of Eligible Activities. Tax increment revenue generated by the Property will be captured by the FBRA and used to reimburse

the cost of the Eligible Activities completed on the Property pursuant to the terms of a Reimbursement Agreement to be executed by the FBRA and the Developer after approval of this Plan (the "Reimbursement Agreement"), to the extent permitted by Act 381. In the event this Plan contemplates the capture of tax increment revenue derived from "taxes levied for school operating purposes" (as defined by Section 2(oo) of Act 381 and hereinafter referred to as "School Taxes"), the Developer acknowledges and agrees that FBRA's obligation to reimburse the Developer for the cost of Eligible Activities with tax increment revenue derived from School Taxes, or Specific Taxes that are considered School Taxes, (as these capitalized terms are defined by Act 381) is contingent upon the Developer receiving at least the initial applicable work plan approvals by the Michigan Strategic Fund and/or the EGLE, as may be required pursuant to Act 381.

**FBRA agrees to retroactively reimburse Developer for all Eligible Activities completed prior to the approval of this Plan and for Eligible Activities completed as described in this Plan from the Local Taxes, or Specific Taxes that are considered Local Taxes, at the percentage ratio that Local Taxes comprise the overall combined Local and School Taxes. To the extent that Developer obtains Act 381 Work Plan approval from EGLE or MEDC/MSF, then the remaining percentage of Eligible Activities will be reimbursed to Developer. If deemed necessary, Developer will provide the FBRA with evidence, reasonably satisfactory to FBRA, that the Developer has the financial means to complete the project without the capture of, and subsequent reimbursement with, the contemplated School Taxes.**

This Plan provides for the capture of taxes levied for school purposes (School Tax Capture), comprised of the State Education Tax (SET) and School Operating Tax, from the eligible Property. However, as the approval of School Tax Capture is at the discretion of the EGLE and MEDC/MSF, all Eligible Activities shall be reimbursable from Local Taxes unless School Tax Capture is approved by the agency responsible for the Eligible Activity(ies), then reimbursement will be from a combination of both Local and School Taxes.

The estimated costs outlined in this Plan and listed in **Attachment E** may increase or decrease depending on the nature and extent of any unknown or unanticipated conditions on the Property. As long as the total costs, adjusted by the 15% factor, are not exceeded, the line item costs of the Eligible Activities outlined herein, in the attachments and/or in the Brownfield Plan, may be adjusted between the Eligible Activities after the date this Plan is approved without the need for any additional approval from City of Flint City Council or the City of Flint Brownfield Redevelopment Authority, to the extent those adjustments do not violate the terms of any EGLE or MEDC/MSF approved work plan, if any. If necessary, this Plan may also be amended to add or delete Eligible Activities and the estimated cost of each.

The costs listed in **Attachment E** are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Property. The actual cost of those Eligible Activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues

of the FBRA from the Property shall be governed by the terms of the Reimbursement Agreement. No costs of Eligible Activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of Eligible Activities subject to payment or reimbursement, provided that the total cost of Eligible Activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth in **Attachment E**. As long as the total costs, adjusted by the 15% contingency under Act 381, are not exceeded, line item costs of Eligible Activities may be adjusted after the date this Plan is approved by the governing body (Flint City Council), to the extent the adjustments do not violate the terms of the approved EGLE or MSF work plan.

**D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c)); Beginning Date of Capture of Tax Increment Revenues (Section (13)(2)(f); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(2)(g))**

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of Eligible Activities under this Plan in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Plan as **Attachment F**.

Tax increments are projected to be captured and applied to (i) reimbursement of eligible activity costs and payment of FBRA administrative and operating expenses, (ii) make deposits into the State Brownfield Redevelopment Fund, and (iii) make deposits into the FBRA's Local Brownfield Revolving Fund, as follows:

| Section D Capture Summary Table[1] | | | |
|---|---|---|---|
| | **Developer P&I** | **Local RLF** | **State Brownfield RLF** |
| **School Capture** | | | |
| State Education Tax (SET) | $222,116.24 | $81,770.29 | $303,887 |
| School Operating Tax | $1,428,867 | $490,622 | |
| | | | |
| **Local Capture** | | | |
| County Operating | $404,311 | $148,844 | |
| Library | $296,155 | $109,027 | |
| Flint Operating | $555,291 | $204,426 | |
| Public Safety | $444,232 | $163,541 | |
| Misc. Levies | $670,747 | $246,930 | |
| Genesee County Parks | $55,366 | $20,383 | |
| Parks and Rec | $37,019 | $13,628 | |
| Genesee ISD | $277,327 | $102,096 | |
| Mass Transit | $90,483 | $33,310 | |
| Flint Sinking Fund | $87,366 | $32,163 | |
| CS Mott Operating | $145,893 | $53,709 | |
| **TOTAL** | $4,715,173 | $1,700,449 | $303,887 |

| In addition, the following taxes are projected to be generated but shall not be captured during the life of this Plan: | | |
|---|---|---|
| **Non-Capturable Millages** | | |
| Flint School Debt | $208,789 | $76,864 |
| CS Mott Debt | $58,491 | $21,533 |
| Public Library Debt | $134,751 | $49,607 |
| **TOTAL** | $402,030 | $148,004 |

[1]All numbers presented are based on gross taxes generated in the Capture side of the TIR Capture Tables and may differ from the actual reimbursement amounts from each millage levy due to allocation percentages and rounding of numbers.

In no event shall the duration of this Plan exceed thirty-five (35) years following the date of the governing body's resolution approving this Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (3) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five (5) years after the date of the governing body's resolution approving this Plan.

**E. Plan of Financing (Section 13(2)(d)); Maximum Amount of Indebtedness (Section 13(2)(e))**

The Eligible Activities are to be financed solely by the Developer. The FBRA will reimburse the Developer for the cost of approved Eligible Activities, but only from tax increment revenues generated from the Property. No advances have been or shall be made by the City or the FBRA for the costs of Eligible Activities under this Plan.

All reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of Eligible Activities and estimates of costs to be reimbursed in this Plan are intended to authorize the FBRA to fund such reimbursements and does not obligate the FBRA or the City to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan in the absence of tax increment revenues being generated from the Property. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by this Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

Unless otherwise agreed upon by the Developer, the FBRA, and the State of Michigan, the FBRA shall not incur any note or bonded indebtedness to finance the purposes of this Plan.

Interest shall be paid under this Plan as provided in the Reimbursement Agreement, provided that to the extent that the Michigan Strategic Fund or Michigan Department of Environment, Great Lakes and Energy (EGLE) does not approve the payment of interest on an eligible activity with School Taxes, interest shall not accrue or be paid under this Plan with respect to the cost of such Eligible Activity from School Taxes. Unless otherwise agreed upon by the Developer, the FBRA, and the State of Michigan, the FBRA will approve interest on the local portion of the reimbursement to the extent that the projected internal rate of return to the Developer does not exceed twenty (20%), as more specifically stated in the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of Eligible Activities permitted under this Plan, plus the 15% contingency factor and approved interest.

**F. Duration of Plan (Section 13(2)(f))**

Subject to Section 13b(16) of Act 381, the beginning date of capture of tax increment revenues for each eligible property shall occur in accordance with the TIF table described in **Exhibit F**. As the tax increment revenue table is an estimate/projection based on certain assumptions, the repayment period may exceed that depicted in the table. In no event, however, shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan.

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.

b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which Eligible Activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least five (5) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following:

(i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and

(ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on bonds, if any, issued under Section 17 of Act 381 and all other obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

**G. Effective Date of Inclusion in Brownfield Plan**

The Property will become a part of this Plan on the date this Plan is approved by the governing body (City Council).

**H. Displacement/Relocation of Individuals on Eligible Property (Section 13(2)(i-l))**

There are no persons or businesses residing on the eligible property and no occupied residences will be acquired or cleared, therefore there will be no displacement or relocation of persons or businesses under this Plan.

**I. Local Brownfield Revolving Fund ("LBRF") (Section 8; Section 13(2)(m))**

The FBRA has established a Local Brownfield Revolving Fund (LBRF). The LBRF will consist of all tax increment revenues authorized to be captured and deposited in the LSRRF, as specified in Section 13(5) of Act 381, under this Plan and any other plan of the FBRA. It may also include funds appropriated or otherwise made available from public or private sources.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated as depicted in the 30 Year Cash Flow Projection Table present in **Attachment F**. All funds, if any, deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

**J. Brownfield Redevelopment Fund (Section 8a; Section 13(2)(m))**

The FBRA shall pay to the Department of Treasury at least once annually an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the FBRA pays an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13b(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse Eligible Activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse Eligible Activities for the Project under this Plan if the 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

**K. Developer's Obligations, Representations and Warrants**

The Developer and its affiliates shall comply with all applicable laws, ordinances, executive orders, or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Property and shall use the Property in accordance with this Plan.

The Developer, at its sole cost and expense, shall be solely responsible for and shall fully comply with all applicable federal, state, and local relocation requirements in implementing this Plan, if any.

The Developer represents and warrants that a Phase I Environmental Site Assessment ("ESA"), and if appropriate, a Phase II ESA, Baseline Environmental Assessment, and Due Care Plan or Response Activity Plan, pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act (MCL 324.20101 *et seq.*), have been performed on the Property ("Environmental Documents"). Attached hereto as **Attachment G** is the City of Flint's Department of Buildings, Safety Engineering and Environmental acknowledgement of its receipt of the Phase I ESA, Phase II ESA and Baseline Environmental Assessment (BEA).

The Developer intends to include a City of Flint Land Bank Authority, Genesee County Land Bank Authority or State of Michigan Land Bank financing component, to be determined at a later date, depending upon the needs of the Project.

Except as otherwise agreed to by the FBRA, any material breach of a material representation or warranty contained in this Plan shall render the Plan invalid, subject to the Developer's reasonable opportunity to investigate and cure as described in the Reimbursement Agreement. Prior to any such invalidity, FBRA shall provide Developer written notice of the Developer's alleged breach and the opportunity to either refute the allegation or cure the breach within a reasonable period of time. Notwithstanding the foregoing, any irregularity may be waived by the FBRA, Flint City Council, MEDC/MSF or EGLE.

With the approval of this Brownfield Plan, it is the specific intention of the FBRA to authorize and support: (1) the preparation and submittal of an Act 381 Work Plan for approval by EGLE and MEDC/MSF, (2) application for an IFT Abatement under P.A. 198 of 1974, as amended; (3) grant or loan and other available incentives, including EGLE grants and loans, USEPA grants and loans, Genesee County grants and loans, and (3) other possible sources of incentives related to the Eligible Investments made by Developer as part of this project. It is understood that any such tax abatement may extend the currently depicted repayment period and that any such grant award may off-set the need for TIR reimbursement under the Plan or any such loan may use the TIR to repay a loan.

It should be noted that as part of the long term lease arrangement between Developer and Tenant, all proceeds from the Brownfield Plan TIR capture may be assigned to and accrue to the benefit of an entity to be identified in the Reimbursement Agreement which shall be deemed to be the Qualified Taxpayer under the Plan.

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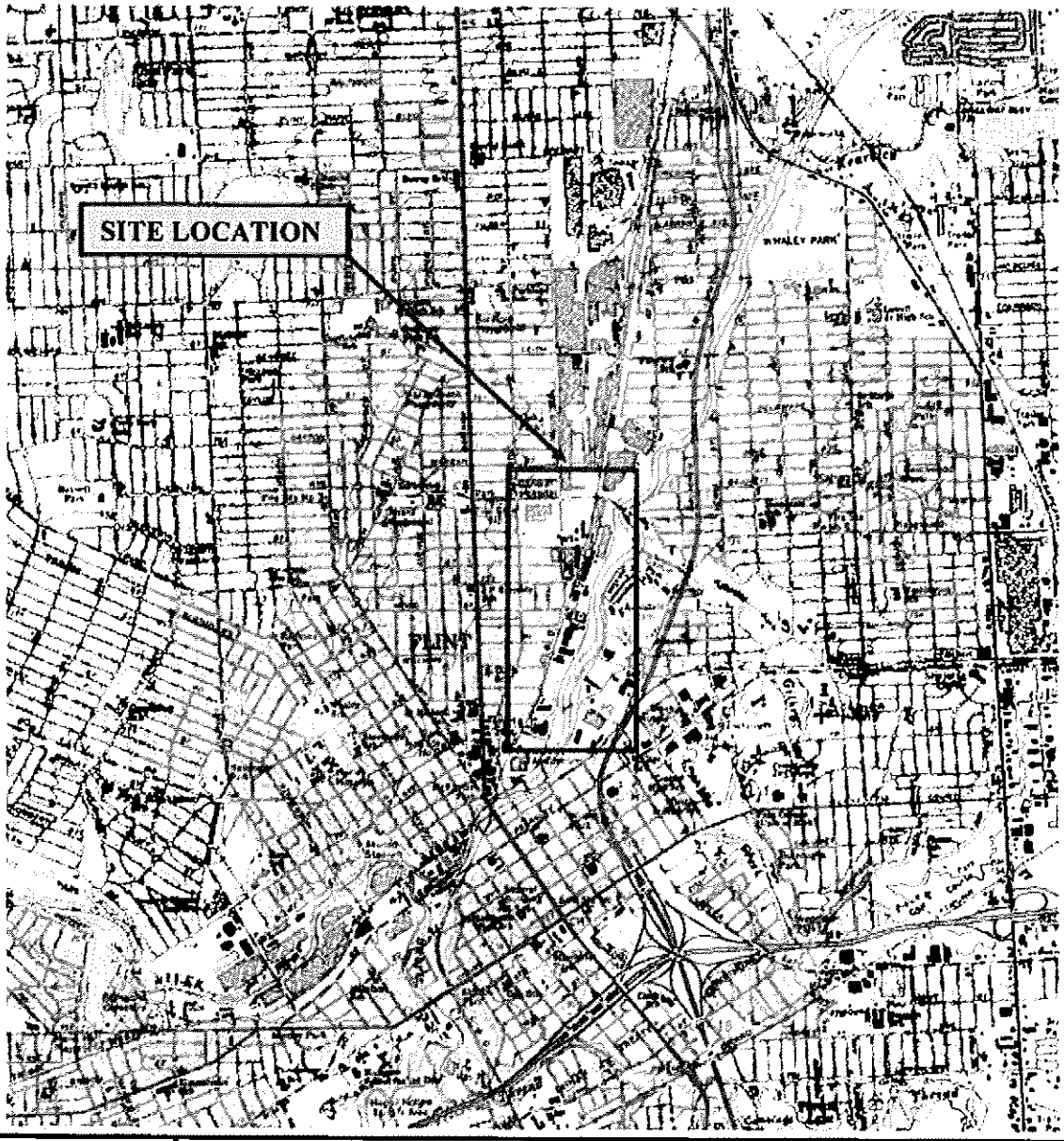
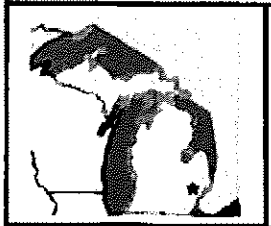
# III. ATTACHMENTS

# ATTACHMENT A

## Site Map



**REFERENCE**
USGS 7.5 MIN TOPOGRAPHIC QUADRANGLE
FLINT NORTH, MICHIGAN
DATED: 1983
SCALE: 1: 24000

N

**FIGURE 1: SITE LOCATION MAP**

**Former DuPont Industrial Facility**

James P. Cole Boulevard
Flint, Genesee County, Michigan 48503

PROJECT: 2020041601 01

DATE: 8/28/2020

PREPARED BY: NGM

ASSOCIATED ENVIRONMENTAL SERVICES INC

Environmental Services • Land Development • Real Estate Consulting

40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304
Tel (248) 203-9898 Fax (248) 647-0526
Email: info@associatedenvironmental.net
Web: www.associatedenvironmental.net

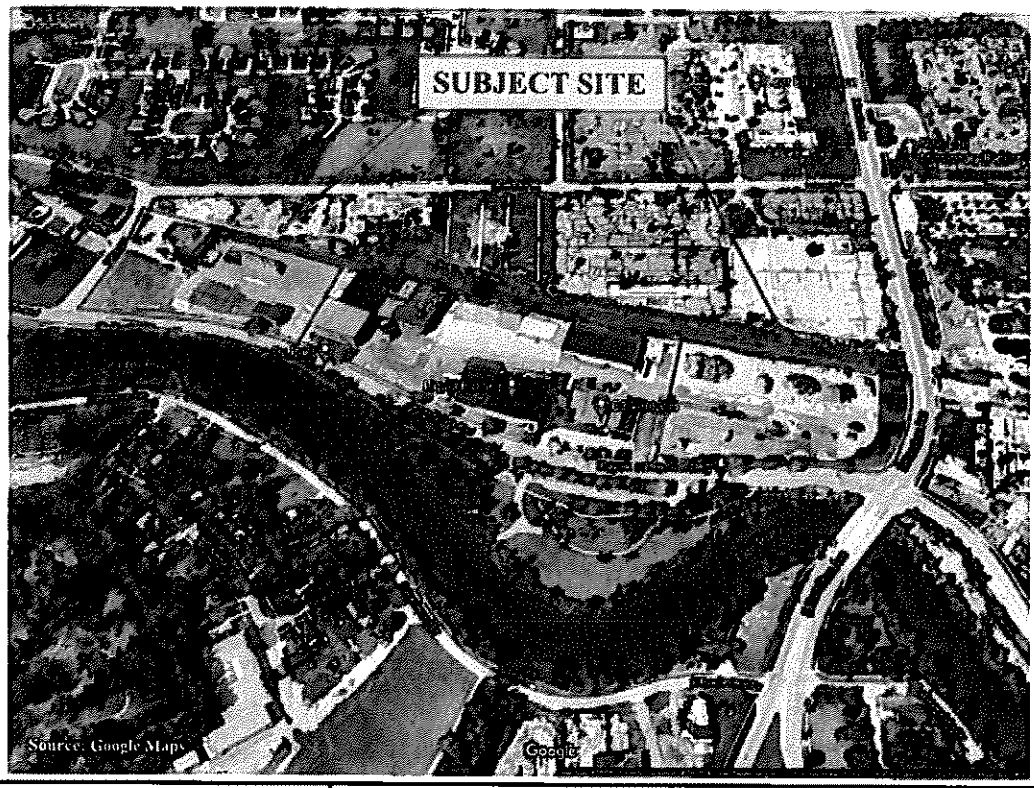



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**FIGURE 2: AERIAL SITE MAP**

**Former DuPont Industrial Facility**

James P. Cole Boulevard
Flint, Genesee County, Michigan 48503

PROJECT: 2020041601.01
DATE: 8/28/20
PREPARED BY: NGM

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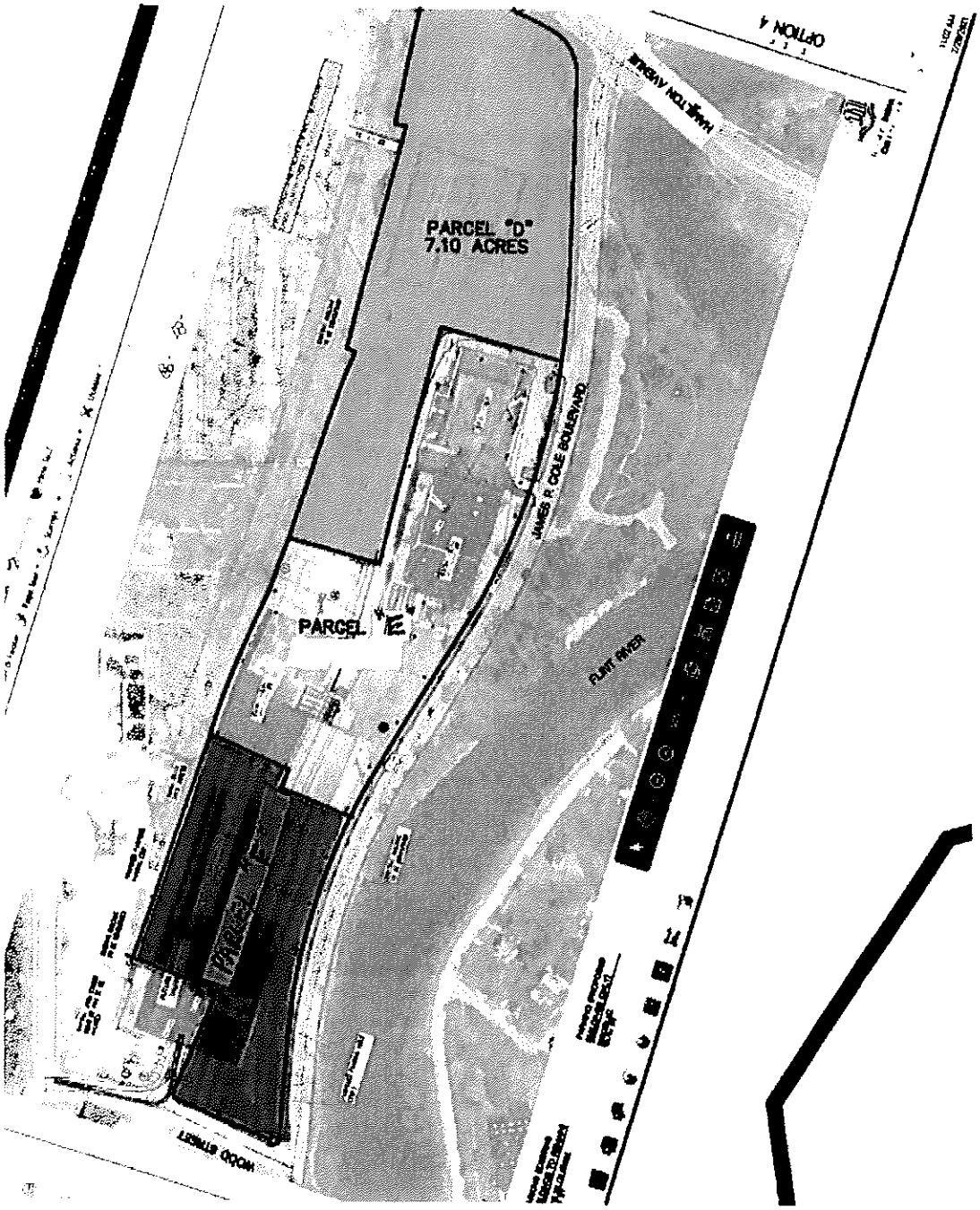
Fax: (248) 647-0526
E: info@associatedenvironmental.net
W: www.associatedenvironmental.net

# ATTACHMENT B

## Legal Descriptions of Eligible Property to which the Plan Applies


PARCEL "D"
7.10 ACRES
PARCEL "E"
JAMES R. COLE BOULEVARD
FLINT RIVER
HAMILTON AVENUE
OPTION 4
WOOD STREET

New

PARCEL D – NORTHERLY PARCEL

THAT PART OF BLOCKS 29, 30, 32, 33 AND 34 OF OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESERVATION AND PART OF ST. JOHN STREET AND OTHER VACATED STREETS AND PART OF THE OLD RAILROAD RIGHT OF WAY AND OTHER LANDS IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25 OF PLAT OF FLANDERS & HOURANS SUBDIVISION; THENCE NORTH 24 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF ST. JOHN STREET, 211.50 FEET; THENCE NORTH 65 DEGREES 47 MINUTES 00 SECONDS WEST, 2.35 FEET; THENCE NORTH 64 DEGREES 31 MINUTES 55 SECONDS WEST 158.28 FEET; THENCE SOUTH 40 DEGREES 14 MINUTES 11 SECONDS EAST, 1.25 FEET; THENCE NORTH 72 DEGREES 44 MINUTES 20 SECONDS WEST, 19.17 FEET; THENCE NORTH 17 DEGREES 08 MINUTES 12 SECONDS EAST, 154.66 FEET; THENCE NORTH 20 DEGREES 09 MINUTES 39 SECONDS EAST, 288.13 FEET; THENCE NORTH 19 DEGREES 17 MINUTES 08 SECONDS EAST, 136.95 FEET; THENCE NORTH 22 DEGREES 04 MINUTES 49 SECONDS EAST, 50.04 FEET; THENCE NORTH 23 DEGREES 58 MINUTES 29 SECONDS EAST, 150.06 FEET; THENCE NORTH 20 DEGREES 22 MINUTES 22 SECONDS EAST, 110.76 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE NORTH 18 DEGREES 10 MINUTES 21 SECONDS EAST, 240.78 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH RADIUS OF 1128.83 FEET, A DISTANCE OF 144.58 FEET, THE LONG CHORD BEARING NORTH 21 DEGREES 50 MINUTES 20 SECONDS EAST, 144.48 FEET; THENCE NORTH 65 DEGREES 35 MINUTES 31 SECONDS WEST, 18.63 FEET; THENCE NORTH 14 DEGREES 02 MINUTES 16 SECONDS EAST, 175.59 FEET; THENCE NORTH 15 DEGREES 44 MINUTES 18 SECONDS EAST, 271.61 FEET; THENCE NORTH 78 DEGREES 57 MINUTES 09 SECONDS WEST, 23.05 FEET; THENCE NORTH 11 DEGREES 47 MINUTES 00 SECONDS EAST, 98.38 FEET; THENCE NORTH 67 DEGREES 01 MINUTES 34 SECONDS WEST, 0.61 FEET; THENCE NORTH 12 DEGREES 12 MINUTES 19 SECONDS EAST, 165.28 FEET TO A FOUND POINT ON THE SOUTHERLY LINE OF HAMILTON AVENUE; THENCE ALONG SAID HAMILTON AVENUE, AS MONUMENTED, SOUTH 89 DEGREES 06 MINUTES 53 SECONDS EAST 62.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 46 SECONDS EAST, 33.97 FEET TO THE PC OF A NON-TANGENT CURVE TO THE RIGHT, WITH RADIUS OF 597.53 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 60.67 FEET, THE LONG CHORD BEING SOUTH 74 DEGREES 59 MINUTES 40 SECONDS EAST, 60.64 FEET TO THE PC OF A COMPOUND NON-TANGENT CURVE TO THE RIGHT WITH RADIUS OF 45.00 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.86 FEET THE LONG CHORD BEING SOUTH 51 DEGREES 48 MINUTES 09 SECONDS EAST 31.20 FEET TO THE PC OF A COMPOUND NON-TANGENT CURVE TO THE RIGHT WITH RADIUS OF 587.53 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 75.12 FEET, THE LONG CHORD BEING SOUTH 64 DEGREES 34 MINUTES 42 SECONDS EAST, 75.07 FEET TO THE PT OF SAID CURVE; THENCE SOUTH 61 DEGREES 53 MINUTES 32 SECONDS EAST, 5.55 FEET TO THE PC OF A CURVE TO THE RIGHT WITH RADIUS OF 94.30 FEET; THENCE ALONG THE ARC OF SAID CURVE ENTERING THE WESTERLY RIGHT OF WAY LINE OF JAMES P. COLE BOULEVARD, A DISTANCE OF 104.95 FEET, THE LONG CHORD BEING SOUTH 30 DEGREES 02 MINUTES 03 SECONDS EAST, 99.62 FEET TO THE PT OF SAID CURVE; THENCE SOUTH 02 DEGREES 02 MINUTES 06 SECONDS WEST 98.42 FEET; THENCE SOUTH 71 DEGREES 22 MINUTES 00 SECONDS EAST, 1.45 FEET; THENCE SOUTH 02 DEGREES 02 MINUTES 06 SECONDS WEST, 300.76 FEET TO THE PC OF A CURVE TO THE RIGHT WITH RADIUS OF 1412.54 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 159.58 FEET THE LONG CHORD BEING SOUTH 05 DEGREES

N en

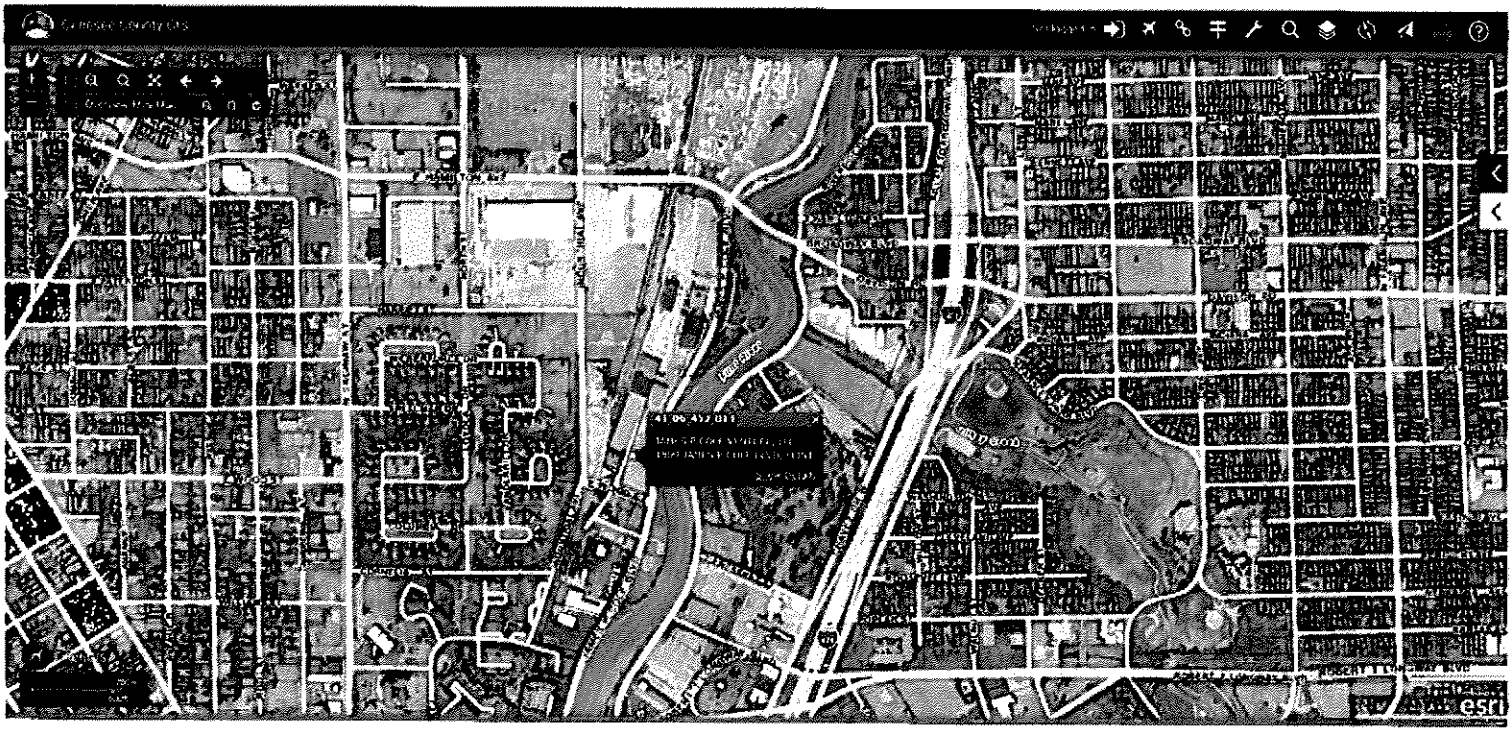
16 MINUTES 11 SECONDS WEST 159.50 FEET TO THE PT OF SAID CURVE; THENCE NORTH 74 DEGREES 54 MINUTES 02 SECONDS WEST, 244.21 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 12 SECONDS WEST, 476.66 FEET; THENCE NORTH 74 DEGREES 54 MINUTES 02 SECONDS WEST, 184.30 FEET TO THE POINT OF BEGINNING.

New

## PARCEL F

PART OF VACATED ST. JOHN STREET AND OTHER VACATED STREETS AND PART OF LOTS 8 THROUGH 15, 19 AND 24 THROUGH 29 AND INCLUDING ALL LOTS 16 THROUGH 18 AND 20 THROUGH 23 OF PLAT OF FLANDERS & HOURANS SUBDIVISION AND PART OF THE OLD RAILROAD RIGHT OF WAY AND OTHER LANDS IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 25 OF SAID PLAT OF FLANDERS & HOURANS SUBDIVISION; THENCE NORTH 24 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF ST. JOHN STREET, 26.78 FEET TO THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE CONTINUING NORTH 24 DEGREES 13 MINUTES 00 SECONDS EAST, 184.72 FEET; THENCE NORTH 65 DEGREES 47 MINUTES 00 SECONDS WEST, 2.35 FEET; THENCE NORTH 64 DEGREES 31 MINUTES 55 SECONDS WEST 158.28 FEET; THENCE SOUTH 40 DEGREES 14 MINUTES 11 SECONDS EAST, 1.25 FEET; THENCE NORTH 72 DEGREES 44 MINUTES 20 SECONDS WEST, 19.17 FEET; THENCE NORTH 17 DEGREES 08 MINUTES 12 SECONDS EAST, 154.66 FEET; THENCE NORTH 20 DEGREES 09 MINUTES 39 SECONDS EAST, 288.13 FEET; THENCE NORTH 19 DEGREES 17 MINUTES 08 SECONDS EAST, 35.22 FEET; THENCE SOUTH 65 DEGREES 52 MINUTES 07 SECONDS EAST, ALONG A BUILDING WALL , 169.12 FEET TO A BUILDING CORNER; THENCE SOUTH 23 DEGREES 47 MINUTES 39 SECONDS WEST, 32.57 FEET; THENCE SOUTH 66 DEGREES 00 MINUTES 55 SECONDS EAST, 145.62' FEET TO THE PC OF A NON-TANGENT CURVE TO THE LEFT, WITH RADIUS OF 1183.35 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 452.97 FEET, THE LONG CHORD BEING SOUTH 15 DEGREES 35 MINUTES 57 SECONDS WEST, 450.21 FEET; THENCE SOUTH 04 DEGREES 38 MINUTES 00 SECONDS WEST, 197.79 FEET TO THE PC OF A CURVE TO THE RIGHT WITH RADIUS OF 15.21 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 29.05 FEET, THE LONG CHORD BEING SOUTH 59 DEGREES 21 MINUTES 47 SECONDS WEST 24.83 FEET TO THE PT OF SAID CURVE; THENCE NORTH 20 DEGREES 13 MINUTES 00 SECONDS EAST, 10.01 FEET; THENCE NORTH 66 DEGREES 59 MINUTES 02 SECONDS WEST, 206.45 FEET TO A POINT ON A CURVE TO THE RIGHT WITH RADIUS OF 24.68 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.13 FEET, THE LONG CHORD BEING NORTH 03 DEGREES 10 MINUTES 06 SECONDS EAST, 17.73 FEET TO THE PT OF SAID CURVE AND THE POINT OF BEGINNING. CONTAINING 4.22 ACRES OF LAND AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Nen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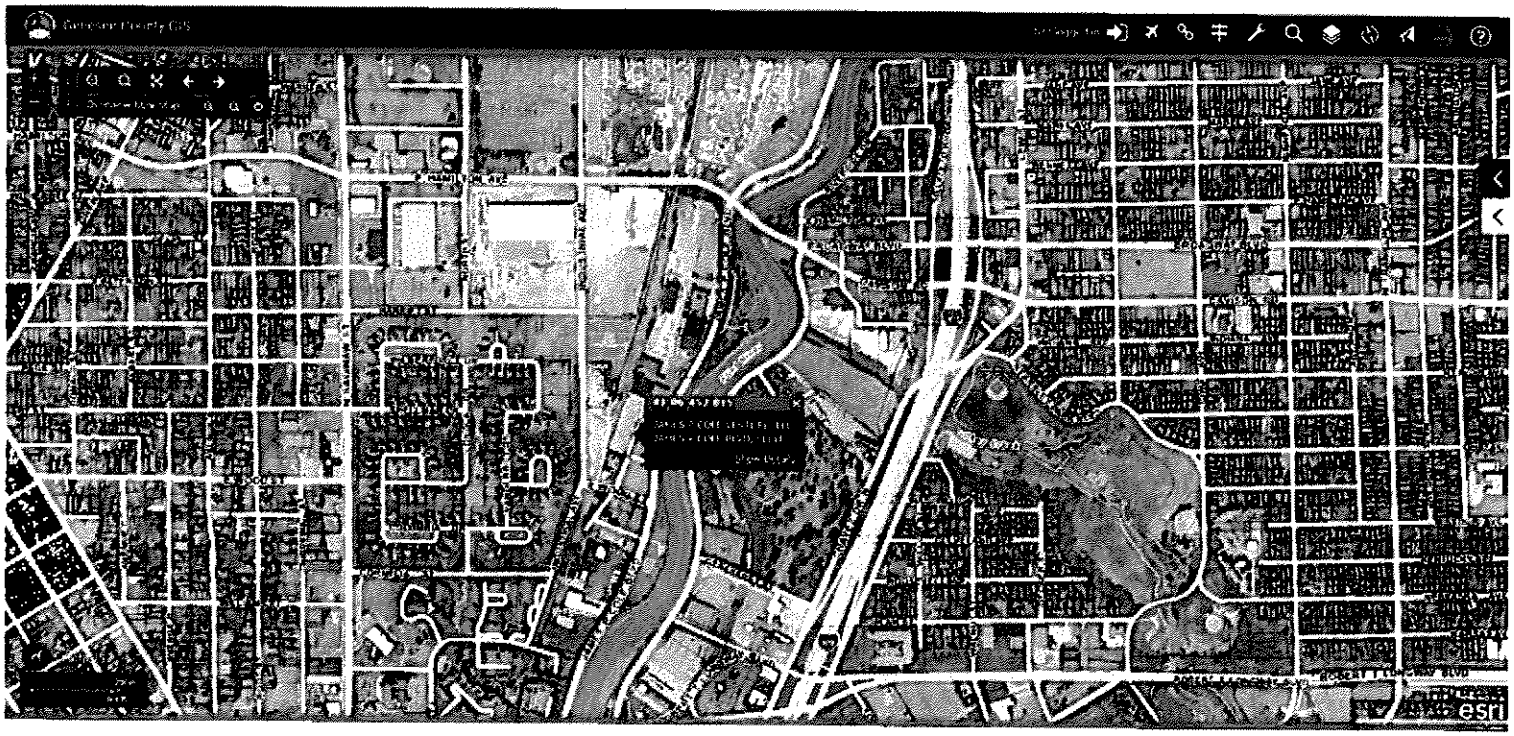
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RESORT TOWN BLVD
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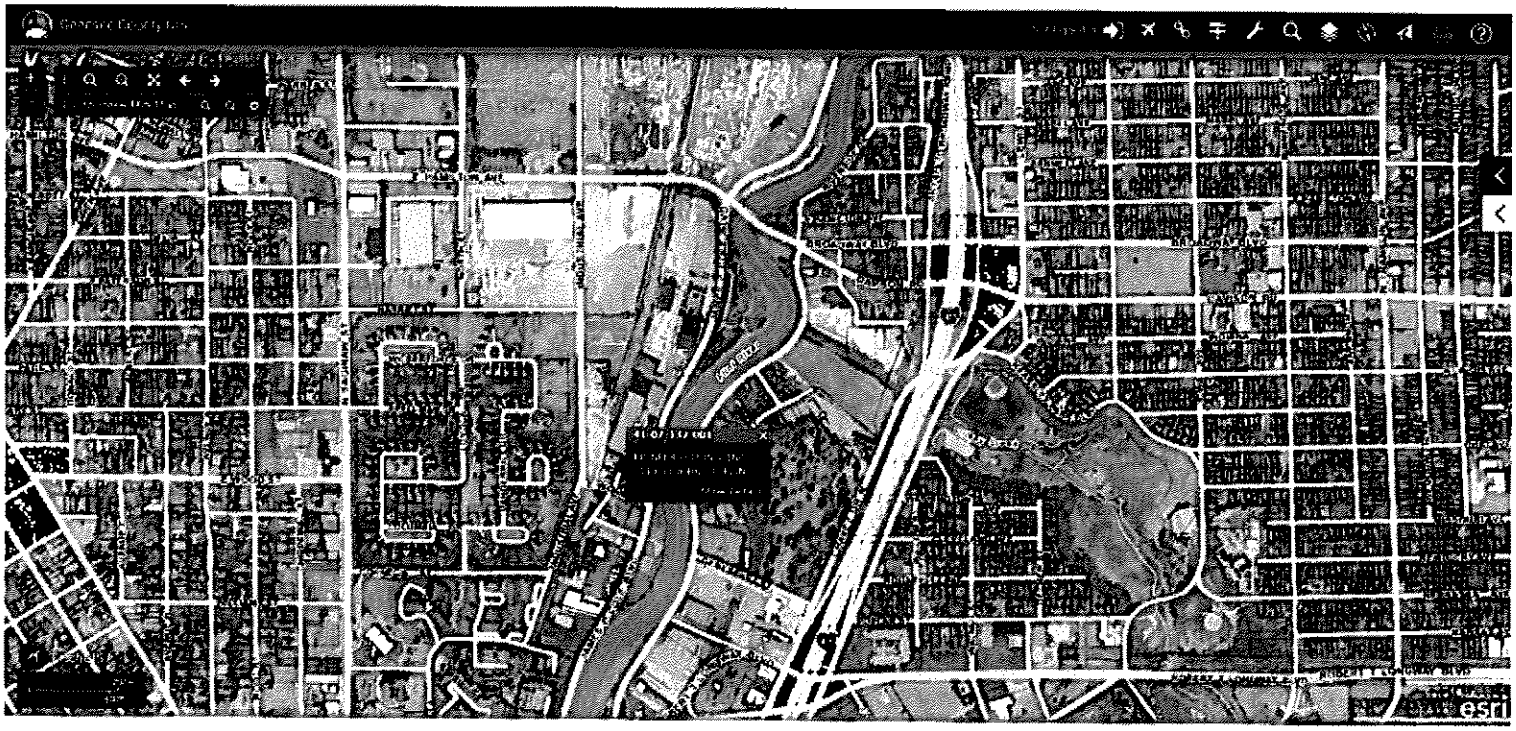
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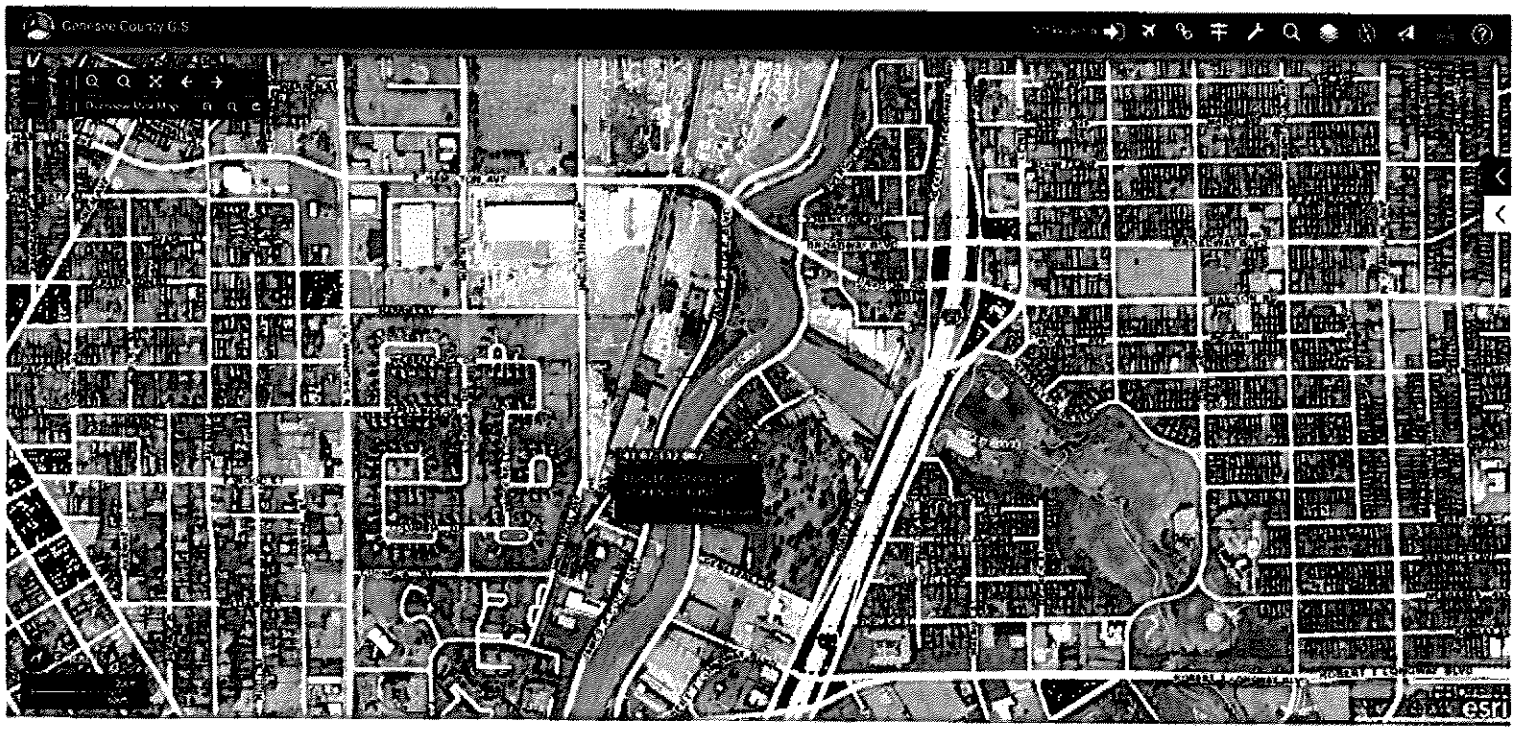
Genesee County GIS
[redacted]
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esri

# ATTACHMENT C

## Project Description – See attached Project Description

### Project Summary

| | |
|---|---|
| **Type of Use:** | Industrial |
| **Square Footage:** | Approximately 110,578 square feet of existing building will remain and undergo renovations with the remaining buildings being demolished to make way for an additional 190,700 square feet of proposed new construction buildings, all on 17.99 acres of improved commercial and industrial land |
| **Number of Housing Units:** | Not Applicable |
| **Total Investment:** | $14,250,000.00 (excluding land costs) by Developer, plus additional investments for Furniture, Fixtures and Equipment (FF&E) will be made by individual Tenants |
| **Additional Incentives:** | In addition to Brownfield TIF, Developer is seeking tax abatements, Grants and Loans |
| **Estimated Jobs – Construction:** | 67.5 FTE Jobs over 10 month estimated construction period |
| **Estimated Jobs – Permanent:** | TBD based on tenants recruited for occupancy |
| **Project Timeline:** | Developer intends to start redevelopment activities after final approval of all incentives |

# Attachment C

# Brownfield Plan for James P Cole Venture, LLC

| | |
|---|---|
| *Provide a description of the project to be completed at the Property (the "Project")* | *Include details regarding development team, total investment amount, description of project use, number of temporary and permanent jobs, and additional financing incentives (IFT). See attached for Project renderings.* |
| **Project Description** | The proposed redevelopment site is the former DuPont Industrial Facility located at 1809 James P. Cole Boulevard in Flint, Genesee County, Michigan 48503 (the "Property").<br><br>The Property is a currently proposed to be redeveloped into a multi-tenant multi-building industrial park. According to a site plan provided by Client, approximately 110,578 square feet of existing building will remain and undergo renovations with the remaining buildings being demolished to make way for an additional 190,700 square feet of proposed new construction buildings, all on 17.99 acres of improved commercial and industrial land (the "Project").<br><br>The existing structures and buildings have been mostly unoccupied for several years. According to a Site Plan provided by Developer, approximately 110,578 square feet of existing building will remain and undergo renovations with the remaining buildings being demolished to make way for an additional 190,700 square feet of proposed new construction buildings, all on 17.99 acres of improved commercial and industrial land.<br><br>The completed development will include two single or multiple tenant structures each of which can be expanded to accommodate growth of an existing tenant or additional tenants within the proposed structures.<br><br>The Project will be undergoing site plan and zoning review by the City of Flint Engineering Department and Planning & Development Departments, and is therefore subject to change as part of the approval processes. The Project is currently estimated to be an estimated $14,250,000.00 (excluding land costs) investment by Developer plus any furniture, fixtures and equipment (FF&E) and other Personal Property of the proposed tenants (Operators).<br><br>Developer does not currently employ any employees at the Property as there are no existing operations.<br><br>The development of the Project on the Property is comprised of two proposed new buildings (Building #1 and Building #2). The completion of this Project is estimated to create an average of 33.8 Full Time Equivalent (FTE) construction jobs per year during the nine (9) month estimated construction phase (.8 year) for each of the buildings comprising the Project within the City of Flint, Genesee County, Michigan resulting in an estimated total of 67.5 FTE jobs with an annualized construction payroll of $4,375,800.00 or more per year for the construction phase (estimated $3,281,850.00 or more per Building for a total Project construction payroll of $6,563,700.00 using FTE calculations). |

As the proposed tenants for the new buildings have not been identified at this time, the actual estimated new full-time jobs being created by the Project are not yet determined. However, using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. As the two new industrial buildings are proposed to be 90,000 ft2 and 100,000 ft2 and based on an the USEIA data of "Median square feet per worker" of 1,442 ft2, the estimated new jobs per building to be created are 62.4 and 69.3, respectively.

See: https://www.eia.gov/consumption/commercial/data/2012/bc/cfm/b2.php

According to Payscale.com, the "Average Production Worker Hourly Pay in Flint, Michigan is $13.24."

See:
https://www.payscale.com/research/US/Job=Production_Worker/Hourly_Rate/32d28c9e/Flint-MI

Based on the foregoing projections, the estimated new permanent FTE jobs payroll being created by the Project is 62.4 FTE X $13.24/Hour for 40 hours per week for 52 weeks/year = $1,718,812.76 and 69.3 FTE X $13.24/Hour for 40 hours per week for 52 weeks/year = $1,909,791.96 or a total estimated payroll of **$3,628,604.72.**

**Development Team**

**Developer/Entity**
James P Cole Venture, LLC
Attn: Ms. Mona Navitsky
c/o Dearborn Capital Partners, LLC
980 North Michigan, Suite 1620
Chicago, IL 60611
Attn: Mr. Brien Wloch; Managing Member
M: (312) 543-1250
E: mona.navitsky@dearcapcre.com

**Entity Members**
Please see the attached Ownership Description

**Brownfield Redevelopment Consultant and Primary Point of Contact**
Mr. Nicholas G. Maloof, RPG
President and General Counsel
Associated Environmental Services, LLC
40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304
T (248) 203-9898
F (248) 647-0526
M (248) 250-2525
E ngm@associatedenvironmental.net
W www.associatedenvironmental.net

**Primary Environmental Consultant for Developer**
To Be Determined (TBD)
T (___) ___-____
M (___) ___-____
E _____
W www._____

| | |
|---|---|
| **Status of the site planning/permitting process** | The Project will be undergoing site plan and zoning review by the City of Flint Engineering Department and Planning & Development Departments, and is therefore subject to change as part of the approval processes. The Project is currently estimated to be an estimated $14,250,000.00 (excluding land costs) investment by Developer plus any furniture, fixtures and equipment (FF&E) and other Personal Property of the proposed tenants (Operators). |
| **Other Incentives** | In addition to Brownfield TIF, Developer intends to apply for Grants, Loans and Job Training incentives.<br><br>Tennant(s)/Occupant(s) intend to apply for an Industrial Facilities Tax Abatement under the Plant Rehabilitation and Industrial Development Districts Act, P.A. 198 of 1974, as amended for a 12 year period. |

See attached for Project drawings and renderings.

## Job Creation and Economic Development

completion of this Project is estimated to create an average of 33.8 Full Time Equivalent (FTE) construction jobs per year during the nine (9) month estimated construction phase (.8 year) for each of the buildings comprising the Project within the City of Flint, Genesee County, Michigan resulting in an estimated annualized construction payroll of $4,375,800.00 or more per year for the construction phase (estimated $3,281,850.00 or more per Building for a total Project construction payroll of $6,563,700.00 using FTE calculations). As the proposed tenants for the Project are unknown, AES projected the estimated number of jobs using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. AES also obtained and used information on hourly wages from Payscale.com According to Payscale.com, the "Average Production Worker Hourly Pay in Flint, Michigan is $13.24. As the two new industrial buildings are proposed to be 90,000 ft2 and 100,000 ft2 and based on an the USEIA data of "Median square feet per worker" of 1,442 ft2, the estimated new jobs per building to be created are 62.4 FTE and 69.3 FTE, respectively. Based on the foregoing projections, the estimated new permanent FTE jobs payroll being created by the Project is 62.4 FTE X $13.24/Hour for 40 hours per week for 52 weeks/year = $1,718,812.76 and 69.3 FTE X $13.24/Hour for 40 hours per week for 52 weeks/year = $1,909,791.96 or a total estimated payroll of $3,628,604.72. Please see the tables below for a

**Table 1: Construction Phase Job Creation and Direct Economic Impact**

| Phase of Construction | Job Classification | Typical Hourly Rate | Typical Hours Worked (Weekly) | Typical Annual Salary | Number of Jobs Related to Project (Average per year) | Total Annualized Payroll Related to Project | Duration of Jobs in Years Created by Project (in years based on # months construction) | Full-time Equivalent (FTE) Jobs | Total Project Related Payroll (salary/wages & benefits only) |
|---|---|---|---|---|---|---|---|---|---|
| Building #1: Site Preparation & Vertical Construction | Construction Tradesmen and affiliated workers | $46.75 | 40 | $97,240.00 | 45 | $4,375,800.00 | 0.8 | 33.8 | $3,281,850.00 |
| Building #2: Site Preparation & Vertical Construction | Construction Tradesmen and affiliated workers | $46.75 | 40 | $97,240.00 | 45 | $4,375,800.00 | 0.8 | 33.8 | $3,281,850.00 |
| **Construction Phases Total** | | | | | **90** | **$8,751,600.00** | **0.8** | **67.5** | **$6,563,700.00** |

| | |
|---|---|
| Average Hourly = | $46.75 |
| Average Weekly = | $1,870.00 |
| Average Annual = | $97,240.00 |
| Total Annualized Payroll = | $4,375,800.00 |

| Phase | Duration (Months) | Duration as Fraction of Year |
|---|---|---|
| Site Preparation | 1.0 | 0.1 |
| Vertical Const | 8.0 | 0.7 |
| **Total** | **9.0** | **0.8** |

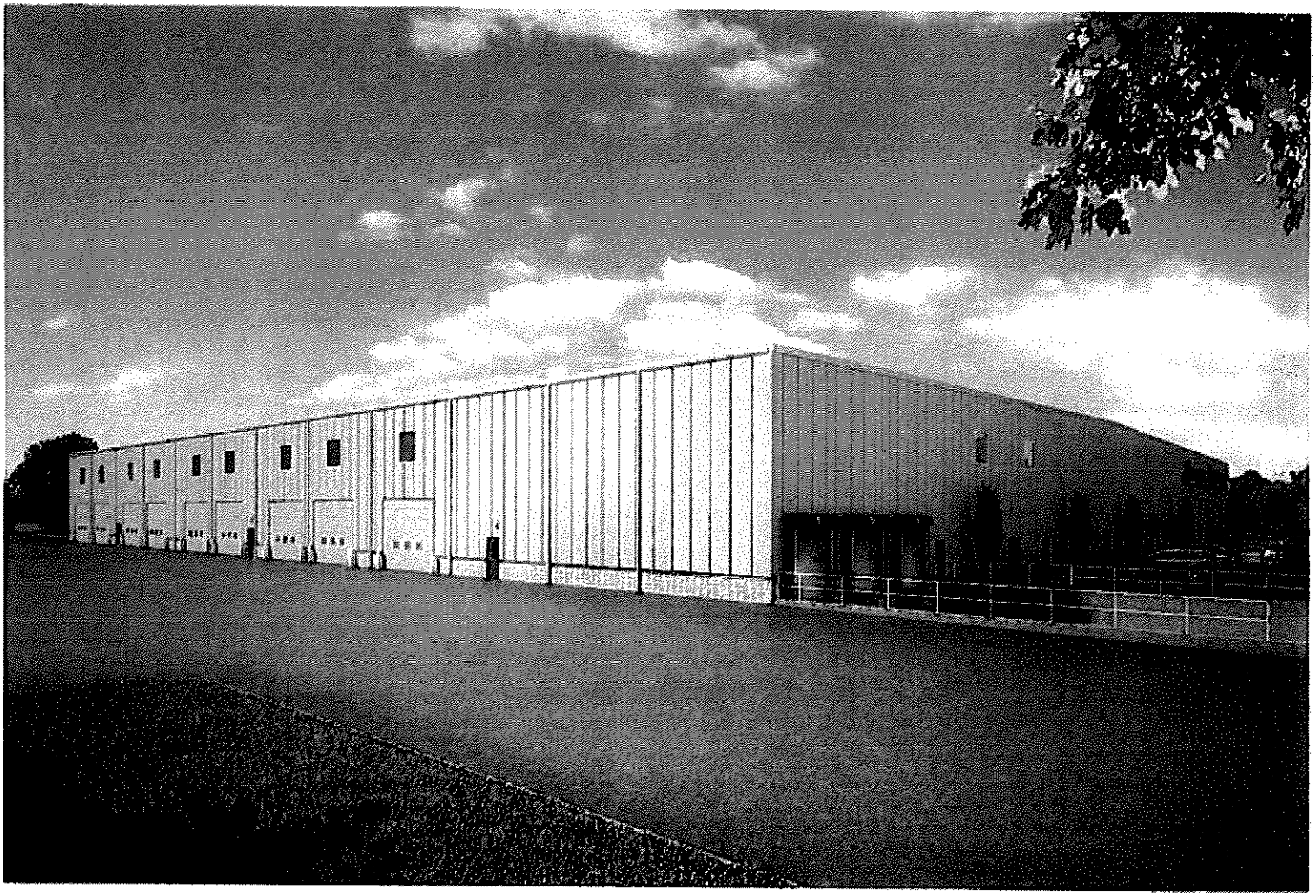
**Table 2: Post Construction Phase / Permanent Job Creation and Direct Economic Impact**

| Phase of Operation | Job Classification | Typical Hourly Rate | Typical Hours Worked (Weekly) | Typical Annual Salary | Number of Direct Jobs Related to Project (Average per year) | Total Annual Payroll Related to Project | Duration of Jobs Created by Project | Full-time Equivalent (FTE) Jobs | Total Project Related Payroll (salary/wages only) |
|---|---|---|---|---|---|---|---|---|---|
| Building #1 | Warehouse Production | $13.24 | 40 | $27,539.20 | 62.4 | $1,718,446.08 | Permanent | TBD | $1,718,446.08 |
| **Building #1** | | | | | **62.4** | **$1,718,446.08** | | | **$1,718,446.08** |
| Building #2 | Warehouse Production | $13.24 | 40 | $27,539.20 | 69.3 | $1,908,466.56 | Permanent | TBD | $1,908,466.56 |
| **Building #2** | | | | | **69.3** | **$1,908,466.56** | | | **$1,908,466.56** |
| **Total Estimated Jobs and Project Payroll (Annually)** | | | | | **131.7** | **$3,626,912.64** | | | **$3,626,912.64** |

As the proposed tenants for the Project are unknown, AES projected the estimated number of jobs using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. AES also obtained and used information on hourly wages from Payscale.com. According to Payscale.com, the "Average Production Worker Hourly Pay in Flint, Michigan is $13.24. As the two new industrial buildings are proposed to be 90,000 ft2 and 100,000 ft2 and based on an the USEIA data of "Median square feet per worker" of 1,442 ft2, the estimated new jobs per building to be created are 62.4 FTE and 69.3 FTE respectively. Based on the foregoing projections, the estimated new permanent FTE jobs payroll being created by the Project is 62.4 FTE X $13.24/Hour for 40 hours per week for 52 weeks/year = $1,718,812.76 and 69.3 FTE X $13.24/Hour for 40 hours per week for 52 weeks/year = $1,909,791.96 or a total estimated payroll of $3,628,604.72. Please see the tables below for a summary of direct economic benefits resulting from the Project

INDUSTRIAL AVENUE
JAMES P. COLE BOULEVARD
HAMILTON AVENUE
FLINT RIVER
PARKING EXISTING
BUILDING TO REMAIN
PARKING PROPOSED
BUILDING ONLY
ROWE PROFESSIONAL SERVICES COMPANY
OPTION 4
INDUSTRIAL SITE
FLINT RIVERFRONT
CONCEPT SITE PLAN

Growing Concepts



# ATTACHMENT D

## Supportive Letters

# ATTACHMENT E

## Estimated Cost of Eligible Activities Tables

## ESTIMATED COST OF ELIGIBLE ACTIVITIES SUMMARY

| Description of Eligible Activities | Estimated Cost Bldg#1 | Estimated Cost Bldg#2 | Activity Total[1] |
|---|---|---|---|
| Brownfield Plan and Act 381 Work Plan | | | $30,000.00 |
| Baseline Environmental Assessment Activities | $22,900.00 | $22,900.00 | $45,800.00 |
| Due Care Activities | $328,500.00 | $321,500.00 | $650,000.00 |
| Response Activities | $83,500.00 | $83,500.00 | $167,000.00 |
| Demolition Activities | $50,000.00 | $225,000.00 | $275,000.00 |
| Infrastructure Improvements | $472,948.00 | $464,360.00 | $937,308.00 |
| Site Preparation | $218,200.00 | $218,200.00 | $436,400.00 |
| **Sub-Total Site Eligible Activities** | **$1,176,048.00** | **$1,335,460.00** | **$2,541,508.00** |
| FBRA Administration Costs | | | $973,411.00 |
| Local Site Remediation Revolving Fund | | | $1,044,652.00 |
| **Total Estimated Cost to be Funded Through TIF** | | | **$4,559,571.00** |

[1]Does not include 15% Act 381 Contingency

**TABLE 1 - TOTAL PROPOSED EGLE ELIGIBLE ACTIVITY COSTS**
**BROWNFIELD PLAN**
**PROPOSED FORMER DUPONT SITE REDEVELOPMENT - Phase 1 (90,000 ft2 bldg)**
**CITY OF FLINT, GENESEE COUNTY, MICHIGAN**

| Eligible Activity Description | Brownfield Property Cost | | |
|---|---|---|---|
| **DEPARTMENT SPECIFIC ACTIVITIES (MCL §125.2652(2)(l)) ELIGIBLE ACTIVITY COSTS** | | | |
| **Baseline Environmental Assessments (MCL §125.2652(2)(l)** | **Local TIF Capture Only** | **State and Local TIF Capture** | **TOTAL** |
| Phase I Environmental Site Assessment | $0 | $2,400 | $2,400 |
| Phase II Environmental Site Assessment | $0 | $15,000 | $15,000 |
| Baseline Environmental Assessment | $0 | $3,500 | $3,500 |
| 7a Due Care Plan | $0 | $2,000 | $2,000 |
| **Due Care Activities (MCL §125.2652(2)(l) and (m))** | | | |
| Section 7aCA Due Care Plan - Revisions/Documentation of Due Care Compliance | $0 | $4,500 | $4,500 |
| Additional Due Care Phase II ESA Environmental Due Diligence Activities | $0 | $40,000 | $40,000 |
| Additional Due Care Phase II ESA Environmental Due Diligence Reporting Activities | $0 | $3,500 | $3,500 |
| Treatment/Disposal of Contaminated Groundwater During Construction (if necessary) | $0 | $40,000 | $40,000 |
| Soil Staging, Loading, Transportation, and Disposal | $0 | $35,000 | $35,000 |
| Soil Verification Sampling (if necessary) | $0 | $25,000 | $25,000 |
| Soil Backfill (Soil, soil placement & compaction) | $0 | $5,000 | $5,000 |
| Health & Safety Plan | $0 | $2,500 | $2,500 |
| Project Management | $0 | $15,000 | $15,000 |
| Soil Erosion Measures | $0 | $3,000 | $3,000 |
| Incremental Costs for Greenspace Encapsulation (as necessary) | $0 | $30,000 | $30,000 |
| Incremental Costs for Encapsulation (Engineering controls for Building and Parking) | $0 | $50,000 | $50,000 |
| Soil Vapor Assessment and Pilot Test | $0 | $5,000 | $5,000 |
| Soil Vapor Barrier / Sub-slab Depressurization System | $0 | $65,000 | $65,000 |
| Work Plans, Engineering, Specifications and Reports | $0 | $5,000 | $5,000 |
| **Response Activities (MCL §125.2652(2)(l) and (oo)(i) and (ii))** | | | |
| Hoist, Trench and Other former Equipment Removal Related Activities (if present) | $0 | $15,000 | $15,000 |
| UST Removal and Closure (if identified during excavation) | $0 | $50,000 | $50,000 |
| UST Removal Observation, Sampling and Report (if identified during excavation) | $0 | $12,000 | $12,000 |
| Work Plans, Engineering, Specifications and Reports | $0 | $6,500 | $6,500 |
| *ENVIRONMENTAL COSTS SUBTOTAL* | $0 | $434,900 | $434,900 |
| **TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY AND ADMINISTRATIVE COSTS** | | | |
| **Contingency** | | | |
| Contingency (15% of Subtotal NOT including completed BEA Activities) | $0.00 | $61,800 | $61,800 |
| Brownfield Plan, Act 381 Work Plan and Related Documents (MCL §125.2652(2)(o)(i)(D)) | | $7,500 | $7,500 |
| *ELIGIBLE ACTIVITY COSTS SUBTOTAL* | $0 | $504,200 | $504,200 |
| **Agency Administrative Costs** | | | |
| State Act 381 Work Plan Review (No longer charged by State) | $0 | $0 | $0 |
| **DBRA Administrative and Operating Costs (15% of TIR Annually)** | $0 | $0 | $0 |
| **GRAND TOTAL** | **$0** | **$504,200** | **$504,200** |

**TABLE 2 - TOTAL PROPOSED MSF ELIGIBLE ACTIVITY COSTS**
**PROPOSED FORMER DUPONT SITE REDEVELOPMENT - Phase 1 (90,000 ft2 bldg)**
**CITY OF FLINT, GENESEE COUNTY, MICHIGAN**

| Eligible Activity Description | Brownfield Property Cost |
|---|---|
| **ELIGIBLE ACTIVITIES (MCL 125.2652(2)(o)) MSF ELIGIBLE ACTIVITY COSTS** | |
| **Lead, Asbestos and Mold Abatement (MCL §125.2652(2)(o)(i)(G))** | |
| | |
| Pre Demolition Hazardous Materials Environmental Assessment (HMEA) | $0 |
| Bid Specs and Bid Evaluation (for HazMat Abatement) | $0 |
| Lead, Asbestos and Mold Abatement Consulting, Management, Design and Planning, Air Monitoring | $0 |
| Site Security (HazMat Abatement and Demolition) | $0 |
| Pre Demolition Asbestos, Lead and Hazardous Materials Abatement | $0 |
| | |
| **Demolition Activities (MCL §125.2652(2)(o)(i)(F))** | |
| | |
| Demolition Engineering, Design and Management, Bid Specs and Evaluation | $15,000 |
| Demolition of Building (Interior and Exterior, Incl Demo & Disp) | $0 |
| Demolition of Building (Utility disconnect and removal) | $0 |
| Demolition of Building (Pavement removal) | $35,000 |
| | |
| **Infrastructure Improvements (MCL §125.2652(2)(o)(ii)(B))** | |
| | |
| Utility Connection & Installation - New site utilities/Utility relocation (water, sewer, gas, etc.) | $472,948 |
| Utility Connection & Installation - Retention/Detention | $0 |
| Public Infrastructure - Storm Sewer | $0 |
| Public Infrastructure - James P. Cole Right-of-Way | $0 |
| Public Infrastructure - | $0 |
| Public Infrastructure - | $0 |
| | |
| **Site Preparation (MCL §125.2652(2)(o)(ii)(C))** | |
| | |
| Geotechnical Testing & Evaluation | $20,000 |
| Soil Mitigation activities | $0 |
| Geotechnically Non-viable Soils Removal | $0 |
| Site Preparation (Exc., Debris removal, etc.) | $25,000 |
| Site Preparation (Rough Grading, etc.) | $132,000 |
| Site Preparation (Finished Grading, etc.) | $28,200 |
| Site Preparation (Specialized foundations) | $0 |
| Site Preparation (Sheeting, shoring, etc.) | $0 |
| Site Preparation - Excavation | $5,000 |
| Site Preparation - Pumping of Groundwater | $8,000 |
| | |
| *MSF ELIGIBLE ACTIVITY COSTS SUBTOTAL* | *$741,148* |
| **TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY** | |
| Contingency (15% of Subtotal) | $111,172 |
| Brownfield Plan, Act 381 Work Plan and Related Documents (MCL §125.2652(2)(o)(i)(D)) | $7,500 |
| **GRAND TOTAL** | **$859,820** |

**TABLE I - TOTAL PROPOSED EGLE ELIGIBLE ACTIVITY COSTS**
**BROWNFIELD PLAN**
**PROPOSED FORMER DUPONT SITE REDEVELOPMENT - Phase I (100,000 ft2 bldg)**
**CITY OF FLINT, GENESEE COUNTY, MICHIGAN**

| Eligible Activity Description | Brownfield Property Cost | | |
|---|---|---|---|
| **DEPARTMENT SPECIFIC ACTIVITIES (MCL §125.2652(2)(l)) ELIGIBLE ACTIVITY COSTS** | | | |
| **Baseline Environmental Assessments (MCL §125.2652(2)(l)** | **Local TIF Capture Only** | **State and Local TIF Capture** | **TOTAL** |
| Phase I Environmental Site Assessment | $0 | $2,400 | $2,400 |
| Phase II Environmental Site Assessment | $0 | $15,000 | $15,000 |
| Baseline Environmental Assessment | $0 | $3,500 | $3,500 |
| 7a Due Care Plan | $0 | $2,000 | $2,000 |
| **Due Care Activities (MCL §125.2652(2)(l) and (m))** | | | |
| Section 7aCA Due Care Plan - Revisions/Documentation of Due Care Compliance | $0 | $4,500 | $4,500 |
| Additional Due Care Phase II ESA Environmental Due Diligence Activities | $0 | $40,000 | $40,000 |
| Additional Due Care Phase II ESA Environmental Due Diligence Reporting Activities | $0 | $3,500 | $3,500 |
| Treatment/Disposal of Contaminated Groundwater During Construction (if necessary) | $0 | $40,000 | $40,000 |
| Soil Staging, Loading, Transportation, and Disposal | $0 | $35,000 | $35,000 |
| Soil Verification Sampling (if necessary) | $0 | $25,000 | $25,000 |
| Soil Backfill (Soil, soil placement & compaction) | $0 | $5,000 | $5,000 |
| Health & Safety Plan | $0 | $2,500 | $2,500 |
| Project Management | $0 | $15,000 | $15,000 |
| Soil Erosion Measures | $0 | $3,000 | $3,000 |
| Incremental Costs for Greenspace Encapsulation (as necessary) | $0 | $30,000 | $30,000 |
| Incremental Costs for Encapsulation (Engineering controls for Building and Parking) | $0 | $50,000 | $50,000 |
| Soil Vapor Assessment and Pilot Test | $0 | $5,000 | $5,000 |
| Soil Vapor Barrier / Sub-slab Depressurization System | $0 | $58,000 | $58,000 |
| Work Plans, Engineering, Specifications and Reports | $0 | $5,000 | $5,000 |
| **Response Activities (MCL §125.2652(2)(l) and (ee)(I) and (II))** | | | |
| Hoist, Trench and Other former Equipment Removal Related Activities (if present) | $0 | $15,000 | $15,000 |
| UST Removal and Closure (if identified during excavation) | $0 | $50,000 | $50,000 |
| UST Removal Observation, Sampling and Report (if identified during excavation) | $0 | $12,000 | $12,000 |
| Work Plans, Engineering, Specifications and Reports | $0 | $6,500 | $6,500 |
| *ENVIRONMENTAL COSTS SUBTOTAL* | $0 | $427,900 | $427,900 |
| **TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY AND ADMINISTRATIVE COSTS** | | | |
| **Contingency** | | | |
| Contingency (15% of Subtotal NOT including completed BEA Activities) | $0.00 | $60,750 | $60,750 |
| Brownfield Plan, Act 381 Work Plan and Related Documents (MCL §125.2652(2)(o)(I)(D)) | | $7,500 | $7,500 |
| *ELIGIBLE ACTIVITY COSTS SUBTOTAL* | $0 | $496,150 | $496,150 |
| **Agency Administrative Costs** | | | |
| State Act 381 Work Plan Review (No longer charged by State) | $0 | $0 | $0 |
| **DBRA Administrative and Operating Costs (15% of TIR Annually)** | $0 | $0 | $0 |
| **GRAND TOTAL** | $0 | $496,150 | $496,150 |

**TABLE 2 - TOTAL PROPOSED MSF ELIGIBLE ACTIVITY COSTS**
**PROPOSED FORMER DUPONT SITE REDEVELOPMENT - Phase 1 (100,000 ft2 bldg)**
**CITY OF FLINT, GENESEE COUNTY, MICHIGAN**

| Eligible Activity Description | Brownfield Property Cost |
|---|---|
| **ELIGIBLE ACTIVITIES (MCL 125.2652(2)(o)) MSF ELIGIBLE ACTIVITY COSTS** | |
| **Lead, Asbestos and Mold Abatement (MCL §125.2652(2)(o)(i)(G))** | |
| | |
| Pre Demolition Hazardous Materials Environmental Assessment (HMEA) | $0 |
| Bid Specs and Bid Evaluation (for HazMat Abatement) | $0 |
| Lead, Asbestos and Mold Abatement Consulting, Management, Design and Planning, Air Monitoring | $0 |
| Site Security (HazMat Abatement and Demolition) | $0 |
| Pre Demolition Asbestos, Lead and Hazardous Materials Abatement | $0 |
| | |
| **Demolition Activities (MCL §125.2652(2)(o)(i)(F))** | |
| | |
| Demolition Engineering, Design and Management, Bid Specs and Evaluation | $15,000 |
| Demolition of Building (Interior and Exterior, Incl Demo & Disp) | $90,000 |
| Demolition of Building (Utility disconnect and removal) | $25,000 |
| Demolition of Building (Pavement removal) | $95,000 |
| | |
| **Infrastructure Improvements (MCL §125.2652(2)(o)(ii)(B))** | |
| | |
| Utility Connection & Installation - New site utilities/Utility relocation (water, sewer, gas, etc.) | $464,360 |
| Utility Connection & Installation - Retention/Detention | $0 |
| Public Infrastructure - Storm Sewer | $0 |
| Public Infrastructure - James P. Cole Right-of-Way | $0 |
| Public Infrastructure - | $0 |
| Public Infrastructure - | $0 |
| | |
| **Site Preparation (MCL §125.2652(2)(o)(ii)(C))** | |
| | |
| Geotechnical Testing & Evaluation | $20,000 |
| Soil Mitigation activities | $0 |
| Geotechnically Non-viable Soils Removal | $0 |
| Site Preparation (Exc., Debris removal, etc.) | $25,000 |
| Site Preparation (Rough Grading, etc.) | $132,000 |
| Site Preparation (Finished Grading, etc.) | $28,200 |
| Site Preparation (Specialized foundations) | $0 |
| Site Preparation (Sheeting, shoring, etc.) | $0 |
| Site Preparation - Excavation | $5,000 |
| Site Preparation - Pumping of Groundwater | $8,000 |
| | |
| *MSF ELIGIBLE ACTIVITY COSTS SUBTOTAL* | *$907,560* |
| **TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY** | |
| Contingency (15% of Subtotal) | $136,134 |
| Brownfield Plan, Act 381 Work Plan and Related Documents (MCL §125.2652(2)(o)(i)(D)) | $7,500 |
| **GRAND TOTAL** | **$1,051,194** |

# ATTACHMENT F

## TIF Tables

# Tax Increment Revenue Capture Estimates
# Former DuPont Facility Redevelopment
# James P. Cole Blvd
# Flint, Genesee County, Michigan
# October 31, 2020

**FINAL DRAFT FOR REVIEW AND APPROVAL**

**Exhibit A. TIR Table**

| | Rate | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Plan Year | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| Calendar Year | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Base Taxable Value | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] New TV | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] Base TV | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **School Capture** | [illegible] | | | | | | | | | | | | | | | | | |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] Total | [illegible] | | | | | | | | | | | | | | | | | |
| **Local Capture** | [illegible] | | | | | | | | | | | | | | | | | |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Local Total | [illegible] | | | | | | | | | | | | | | | | | |
| **Non-Capturable Millages** | [illegible] | | | | | | | | | | | | | | | | | |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| | [illegible] | | | | | | | | | | | | | | | | | |
| **Total Non-Capturable Taxes** | [illegible] | | | | | | | | | | | | | | | | | |
| **TOTAL MILLS** | [illegible] | | | | | | | | | | | | | | | | | |
| **Total Tax Increment Revenue (TIR) Available for Capture** | | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

Footnotes:

**Tax Increment Revenue Capture Estimates**
**Former DuPont Facility Redevelopment**
**James P. Cole Blvd**
**Flint, Genesee County, Michigan**
**October 31, 2020**

**FINAL DRAFT FOR REVIEW AND APPROVAL**

[illegible]

| Plan Year | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Calendar Year | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
| Base Taxable Value | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Current Taxable Value | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Incremental Difference (New Tax Revenue) | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **School Taxes** | | | | | | | | | | | | | | |
| State Education Tax (SET) | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| School Operating Tax | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **School Total** | [illegible] | | | | | | | | | | | | | |
| **Local Taxes** | | | | | | | | | | | | | | |
| County General | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Library | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Veterans | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Public Safety | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Road Commission | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Intermediate Equalization | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Parks and Rec | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Genesee ISD | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Mass Transit | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Flint Sinking Fund | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| C3 Main Operating | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **Local Total** | [illegible] | | | | | | | | | | | | | |
| **Non-Capturable Taxes** | | | | | | | | | | | | | | |
| Flint School Debt | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| C3 Flint Debt | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Genesee Intermediate | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **Total Non-Capturable Taxes** | [illegible] | | | | | | | | | | | | | |
| **TOTAL MILLS** | [illegible] | | | | | | | | | | | | | |
| **Total Tax Increment Revenue / Available for Capture** | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

| Plan Year | 26 | 27 | 28 | 29 | 30 | Totals |
|---|---|---|---|---|---|---|
| Calendar Year | 2033 | 2034 | 2035 | 2036 | 2037 | |
| Base Taxable Value | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Current Taxable Value | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Incremental Difference (New Tax Revenue) | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **School Taxes** | | | | | | |
| State Education Tax (SET) | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| School Operating Tax | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **School Total** | | | | | | |
| **Local Taxes** | | | | | | |
| County General | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Library | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Veterans | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Public Safety | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Road Commission | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Intermediate Equalization | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Parks and Rec | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Genesee ISD | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Mass Transit | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Flint Sinking Fund | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| C3 Main Operating | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **Local Total** | | | | | | |
| **Non-Capturable Taxes** | | | | | | |
| Flint School Debt | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| C3 Flint Debt | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| Genesee Intermediate | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |
| **Total Non-Capturable Taxes** | | | | | | |
| **TOTAL MILLS** | | | | | | [illegible] |
| **Total Tax Increment Revenue / Available for Capture** | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] |

[illegible]

**Tax Increment Revenue Capture Estimates**
**Former DuPont Facility Redevelopment**
**James P. Cole Blvd**
**Flint, Genesee County, Michigan**
**October 31, 2020**

FINAL DRAFT FOR REVIEW AND APPROVAL

**EXHIBIT A: PM TABLE**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | **Section 8 Capture Summary Table** | | | |
| | | | | | **Developer Plan** | **Local DLI** | **State Impacted DLI** |
| Plan Year | | | | | | | |
| Calendar Year | | | | | | | |
| * Base Taxable Value | | | | | | | |
| Captured New TV | | | | | | | |
| – Homestead Exhaustion New TV | | | | | | | |
| **School Millage** | | **Mills** | | **School Capture** | | | |
| State Education Tax (SET) | | 6.0000 | | State Education Tax (SET) | $ [illegible] | $ [illegible] | $ [illegible] |
| School Operating Tax | | 18.0000 | | School Operating Tax | $ [illegible] | $ [illegible] | |
| | School Total | **24.0000** | | | | | |
| **Local Millage** | | **Mills** | | **Local Capture** | | | |
| County Operating | | 5.5000 | | County Operating | $ 464,312 | $ 364,364 | |
| Library | | 0.3000 | | Library | $ 195,814 | $ 195,027 | |
| Park Operating | | 0.5000 | | Park Operating | $ 355,213 | $ 354,525 | |
| Public Safety | | 0.2000 | | Public Safety | $ 464,312 | $ 363,541 | |
| Mass Transit | | 0.5000 | | Mass Transit | $ 472,747 | $ 214,930 | |
| Genesee County Parks | | 0.7500 | | Genesee County Parks | $ [illegible] | $ 49,343 | |
| Parks and Rec | | 0.5000 | | Parks and Rec | $ 87,219 | $ 13,428 | |
| Genesee ISD | | 3.7451 | | Genesee ISD | $ 2,7[illegible]327 | $ 1,[illegible]896 | |
| Mass Transit | | 0.7231 | | Mass Transit | $ 98,441 | $ 18,312 | |
| Flint Sinking Fund | | 1.5000 | | Flint Sinking Fund | $ 97,364 | $ 12,143 | |
| Flint Public Safety Op | | 1.9700 | | Flint Public Safety Op | $ 1,[illegible] | $ 32,709 | |
| | Local Total | 15.3883 | | **TOTAL** | $ 4,715,371 | $ 2,765,489 | $ 195,867 |
| | | | | * Base Taxable Value is the taxable value of the property when the tax roll was last frozen prior to the current year. | | | |
| **Non-Capturable Millages** | | **Mills** | | **Non-Capturable Millages** | | | |
| Flint School Debt | | 3.7000 | | Flint School Debt | $ [illegible] | $ 79,565 | |
| Flint Debt | | 1.9000 | | Flint Debt | $ [illegible] | $ [illegible] | |
| Genesee County Debt | | 0.1000 | | Genesee County Debt | $ [illegible] | $ [illegible] | |
| | | 0.0000 | | | | | |
| | Total Non-Capturable Taxes | **5.7000** | | **TOTAL** | $ 463,958 | $ 148,068 | |
| **TOTAL MILLS** | | **45.0883** | | | | | |

**Total Tax Increment Revenue** – **Available for Capture**

[illegible]

**Tax Increment Revenue Reimbursement Allocation Table**
**Former DuPont Facility Redevelopment**
**James P. Cole Blvd, Flint, Genesee County, Michigan**
**October 31, 2020**

FINAL DRAFT FOR REVIEW AND APPROVAL

EXHIBIT A: TIF TABLE

| Developer Reimbursement Reimbursement | Proportionality | Annual Allowed Taxes | Local-Only Taxes | Total |
|---|---|---|---|---|
| State | 36.90% | $ 1,956,997 | | $ 1,956,997 |
| Local | 63.10% | $ 3,346,611 | | $ 3,346,611 |
| TOTAL | | | | |
| 50% | 35% | $ 1,857,750 | | $ 1,857,750 |
| 50% | 65% | $ 3,445,847 | | $ 3,445,847 |

Taxes Used To 2
Years of Plan

Environmental Costs
Administrative Fees $ 973,431
State Reimbursement Reimbursement $ 303,383
Local Reimbursement Reimbursement $ 1,042,657

Timeline
Principal Paid

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total State Increment Revenue | | $ 1,234 | $ 115,446 | $ 112,568 | $ 113,792 | $ 114,847 | $ 116,864 | $ 117,171 | $ 118,382 | $ 119,544 | $ 120,747 | $ 121,961 | $ 123,191 | $ 124,431 | $ 125,543 | $ 126,948 | $ 128,216 | $ 129,116 |
| State Reimbursement Reimbursement | | $ 97,543 | $ 97,515 | $ 96,499 | $ 95,480 | $ 94,453 | $ 93,421 | $ 92,321 | $ 90,538 | $ 89,641 | $ 88,654 | $ 89,117 | $ 89,788 | $ 88,877 | $ 89,373 | $ 91,000 | $ 91,197 | $ 91,247 |
| Total Local Increment Revenue | | $ 190,293 | $ 192,146 | $ 192,216 | $ 190,271 | $ 190,146 | $ 192,042 | $ 192,162 | $ 194,883 | $ 196,144 | $ 199,116 | $ 210,116 | $ 212,423 | $ 214,572 | $ 215,218 | $ 219,918 | $ 220,156 | $ 220,141 |
| Local Reimbursement Reimbursement | | $ 143,868 | $ 144,834 | $ 144,115 | $ 142,680 | $ 141,218 | $ 139,594 | $ 138,171 | $ 135,728 | $ 134,293 | $ 132,835 | $ 180,974 | $ 182,888 | $ 182,173 | $ 182,840 | $ 183,884 | $ 184,716 | $ 185,433 |
| Total State & Local TIR Available | | $ 241,411 | $ 242,331 | $ 240,615 | $ 238,984 | $ 237,600 | $ 236,636 | $ 235,291 | $ 233,892 | $ 233,186 | $ 232,590 | $ 302,112 | $ 302,611 | $ 302,506 | $ 302,182 | $ 303,111 | $ 304,872 | $ 305,579 |
| DEVELOPER | Beginning Balance | | | | | | | | | | | | | | | | | |
| PRINCIPAL Reimbursement Balance | $ 2,000,000 | $ 2,000,000 | $ 1,857,750 | $ 1,761,176 | $ 1,664,696 | $ 1,567,216 | $ 1,469,736 | $ 1,372,256 | $ 1,274,776 | $ 1,177,296 | $ 1,079,816 | $ 982,336 | $ 884,856 | $ 787,376 | $ 689,896 | $ 592,416 | $ 494,936 | $ 397,456 |
| AVAILABLE TIR (AFTER Developer Principal Reimbursement) | | | | | | | | | | | | | | | | | | |
| INTEREST PAYMENTS TO DEVELOPER | | | | | | | | | | | | | | | | | | |
| DEVELOPER (Compounded Interest) | | | $ 272,000.00 | $ 290,793.33 | $ 296,171.99 | $ 309,130.85 | $ 324,519.95 | $ 337,197.01 | $ 352,459.26 | $ 363,917.41 | $ 377,181.26 | $ 379,152.24 | $ 380,455.84 | $ 374,528.18 | $ 361,928.21 | $ 346,588.06 | $ 327,537.28 | |
| INTEREST BALANCE OWED TO DEVELOPER | | | | | | | | | | | | | $ 135,000 | $ 272,500 | $ 275,342 | $ 138,586 | | |
| TOTAL INTEREST PAYMENTS TO DEVELOPER | | | | | | | | | | | | | $ 454,526.18 | $ 381,928.19 | $ 346,588.06 | $ 327,537.28 | | |
| AVAILABLE TIR (AFTER Developer Reimbursement) | | | | | | | | | | | | | | | | | | |
| State Tax Capture | | $ 1,234 | $ 115,446 | $ 112,568 | $ 113,792 | $ 114,847 | $ 116,864 | $ 117,171 | $ 118,382 | $ 119,544 | $ 120,747 | $ 121,961 | $ 123,191 | $ 124,431 | $ 125,543 | $ 126,948 | $ 128,216 | $ 129,116 |
| State Tax Reimbursement | | $ 97,543 | $ 97,515 | $ 96,499 | $ 95,480 | $ 94,453 | $ 93,421 | $ 92,321 | $ 90,538 | $ 89,641 | $ 88,654 | $ 89,117 | $ 89,788 | $ 88,877 | $ 89,373 | $ 91,000 | $ 91,197 | $ 91,247 |
| Local Tax Reimbursement | | $ 143,868 | $ 144,834 | $ 144,115 | $ 142,680 | $ 141,218 | $ 139,594 | $ 138,171 | $ 135,728 | $ 134,293 | $ 132,835 | $ 180,974 | $ 182,888 | $ 182,173 | $ 182,840 | $ 183,884 | $ 184,716 | $ 185,433 |
| Total TIR Reimbursement Balance | | $ 1,857,750 | $ 1,761,176 | $ 1,664,696 | $ 1,567,216 | $ 1,469,736 | $ 1,372,256 | $ 1,274,776 | $ 1,177,296 | $ 1,079,816 | $ 982,336 | $ 884,856 | $ 787,376 | $ 689,896 | $ 592,416 | $ 494,936 | $ 397,456 | $ 299,976 |
| State Tax Capture | | $ 91,941 | $ 93,863 | $ 94,739 | $ 97,098 | $ 97,979 | $ 98,981 | $ 99,754 | $ 100,480 | $ 101,331 | $ 102,184 | $ 103,038 | $ 103,894 | $ 104,751 | $ 105,610 | $ 106,469 | $ 107,329 | $ 108,190 |
| State Tax Reimbursement | | $ 33,115 | $ 33,115 | $ 32,665 | $ 32,449 | $ 32,299 | $ 32,416 | $ 32,045 | $ 31,377 | $ 31,017 | $ 33,958 | $ 34,792 | $ 34,917 | $ 34,444 | $ 34,994 | $ 35,544 | $ 36,094 | $ 36,645 |
| Local Tax Reimbursement | | | $ 54,254 | $ 54,379 | $ 55,119 | $ 55,664 | $ 56,246 | $ 56,831 | $ 57,385 | $ 57,961 | $ 58,844 | $ 59,184 | $ 58,116 | $ 57,938 | $ 57,938 | $ 57,938 | $ 57,938 | $ 57,938 |
| Total DDA Reimbursement Balance | | $ 258,000 | $ 257,746 | $ 257,366 | $ 256,777 | $ 255,777 | $ 254,296 | $ 252,465 | $ 250,087 | $ 247,709 | $ 245,331 | $ 242,953 | $ 240,575 | $ 238,197 | $ 235,819 | $ 233,441 | $ 231,063 | $ 228,685 |
| Local Tax Capture | | | | | | | | | | | | | | | | | | |
| Local Tax Reimbursement | | | | | | | | | | | | | | | | | | |
| Total Local Only Reimbursement Balance | | | | | | | | | | | | | | | | | | |
| TOTAL REIMBURSEMENT BALANCE | | $ 2,115,750 | $ 2,018,922 | $ 1,922,062 | $ 1,824,993 | $ 1,725,513 | $ 1,626,552 | $ 1,527,241 | $ 1,427,383 | $ 1,327,525 | $ 1,227,667 | $ 1,127,809 | $ 1,027,951 | $ 928,093 | $ 828,235 | $ 728,377 | $ 628,519 | $ 528,661 |
| TOTAL REIMBURSEMENT REVENUE PAID | | | | | | | | | | | | | | | | | | |
| DDA Reimbursement | | | | | | | | | | | | | | | | | | |
| State Tax Capture | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 92,941 | $ 93,863 |
| Local Tax Capture | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 148,722 | $ 150,254 |
| Total DDA Capture | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 241,663 | $ 244,117 |

* Due to the nature of taxes for DDA Reimbursement, the TIR Reimbursement Table includes both DEGC & Local TIR only.

NOTES:

DDA administrative fee is 15% of the $1,350,000 cap. This amount may be adjusted downward or upward based upon a given program year's share of all tax increment revenue available and based upon maximum amounts that can be charged to capture for administrative fees per PA 381.

**Tax Increment Revenue Reimbursement Allocation Table**
**Former DuPont Facility Redevelopment**
**James P. Cole Blvd, Flint, Genesee County, Michigan**
**October 31, 2020**

**FINAL DRAFT FOR REVIEW AND APPROVAL**

**EXHIBIT A: TIR TABLE**

| | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Total State Increment Revenue | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| State Brownfield Redevelopment Fund (50% Cap) | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| **State TIR Available for Reimbursement** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** |
| Total Local Increment Revenue | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| EGLE Administrative Fee (15% Maximum Statutory Cap) | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| **Local TIR Available for Reimbursement** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** |
| **Total State & Local TIR Available** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** |
| **DEVELOPER** | | | | | | | | | | | | | | | | | | |
| **Developer Reimbursement Balance** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** |
| **AVAILABLE TIR (AFTER Developer Principal Reimburse** | | | | | | | | | | | | | | | | | | [illegible] |
| **[illegible]** | | | | | | | | | | | | | | | | | | [illegible] |
| DEVELOPER Carryover Interest | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| INTEREST PAYMENTS TO DEVELOPER | | | | | | | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | | [illegible] |
| INTEREST BALANCE OWED TO DEVELOPER | | | | | | | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | | [illegible] |
| **[illegible]** | | | | | | | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | |
| **AVAILABLE TIR (AFTER Developer Reimbursement)** | | | | | | | | | | | | | | | | | | |
| MSF Tax Increment Revenue | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| State Tax Reimbursement | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| Local Tax Reimbursement | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| **Total MSF Reimbursement Balance** | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | | |
| MDEQ Administrative Fee (15%) | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| State Tax Reimbursement | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| Local Tax Reimbursement | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| **Total MDEQ Reimbursement Balance** | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | | |
| [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| Local Tax Reimbursement | | | | | | | | | | | | | | | | | | |
| **Total Local Site Reimbursement Balance** | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| **Total Annual Developer Reimbursement** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** | **$** | **[illegible]** |
| **LOCAL BROWNFIELD REVOLVING FUND** | | | | | | | | | | | | | | | | | | |
| **LBRF Deposits*** | | | | | | | | | | | | | | | | | | |
| State Tax Capture | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| Local Tax Capture | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |
| Total LBRF Capture | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] | $ | [illegible] |

* Up to five years after capture for LBRF Deposits (Phase 1)

Footnotes:

[illegible]

[illegible]

# ATTACHMENT G

## Environmental Department Acknowledgement and Other Environmental Documents

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE

RICK SNYDER
GOVERNOR

C. HEIDI GRETHER
DIRECTOR

September 17, 2018

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL ASSESSMENT**

**BEA ID:** B201802506LA

**Legal Entity:** James P Cole Venture LLC, 27 Forest Lane, South Barrington, Illinois 60010

**Property Address:** 1809 James P Cole Boulevard, Flint, Genesee County, Michigan

On September 13, 2018, the Michigan Department of Environmental Quality (MDEQ) received a Baseline Environmental Assessment (BEA) dated September 10, 2018, for the above legal entity and property. This letter is your acknowledgement that the MDEQ has received and recorded the BEA. The MDEQ maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation, and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation, and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

The MDEQ is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation, and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on the MDEQ's website: https://secure1.state.mi.us/FacilitiesInventoryQueries.

Authorized signature:

Dennis Eagle, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909
517-614-8544
eagled@michigan.gov

Enclosure
cc: Environmental Consulting & Technology Inc.

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY – REMEDIATION AND REDEVELOPMENT DIVISION, PO BOX 30426, LANSING, MICHIGAN 48909-7926, Phone 517-373-9837, Fax 517-373-2637

FOR DEQ USE ONLY
BEA SUBMITTAL #
B20180250LA

# Baseline Environmental Assessment Submittal Form

*This form is for submittal of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b). An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination to prevent unacceptable exposure; prevent exacerbation; take reasonable precautions; provide reasonable cooperation, assistance, and access to authorized persons taking response activities at the property; comply with land use restrictions associated with response activities; and not impede the effectiveness of response activities implemented at the property. Documentation of due care evaluations, all conducted response activities, and compliance with 7a or 4c need to be available to the MDEQ, but not submitted, within 8 months of becoming the owner or operator of a facility and/or Property*

**Section A: Legal Entity Information**

Name of legal entity that does or will own or operate the property: **James P Cole Venture, LLC**

Address: **27 Forest Lane**

City: **South Barrington** State: **IL** ZIP: **60010**

Contact Person (Name & Title): **Ms. Ramona Navitsky - Treasurer**
Telephone: **(312) 543-1250**
Email: **mona.navitsky@dearcapcre.com**

Contact for BEA questions if different from submitter:
Name & Title: **Mr. John D'Addona – Principal Engineer**

Company: **Environmental Consulting & Technology, Inc.**

Address: **2200 Commonwealth Blvd., Suite 300**

City: **Ann Arbor** State: **MI** ZIP: **48105**

Telephone: **(734) 769-3004** Email: **jdaddona@ectinc.com**

**Section B: Property Information**

Street Address of Property: **1809 James P Cole Blvd**
City: **Flint** State: **MI** Zip: **48503**
City/Village/Township: **City of Flint**

Property Tax ID (include all applicable IDs):
**41-06-452-014 & 41-06-452-015**

Address according to tax records, if different than above (include all applicable addresses):

City:_____ State:____ Zip: _____

Status of submitter relative to the property (check all that apply):

| | Former | Current | Prospective |
|---|---|---|---|
| Owner | ☐ | ☐ | ☒ |
| Operator | ☐ | ☐ | ☒ |

County: **Genesee**

Town: **7 North** Range: **7 East** Section: **6 and 7**
Quarter: Quarter-Quarter:

Decimal Degrees Latitude: **43.0324828**
Decimal Degrees Longitude: **83.684671**

Reference point for latitude and longitude:
Center of site ☒ Main/front door ☐
Front gate/main entrance ☐ Other ☐

Collection method:
Survey ☐ GPS ☒ Interpolation

**Section C: Source of contamination at the property (check all that are known to apply):**

Facility regulated pursuant to Part 201, other source, or source unknown ☐
Part 201 Site ID, if known:

Property - Leaking Underground Storage Tank regulated pursuant to Part 213 ☐
Part 211/213 Facility ID, if known:

Oil or gas production and development regulated pursuant to Part 615 or 625 ☐

Licensed landfill regulated pursuant to Part 115 ☐

Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111 ☐

RECEIVED
SEP 13 2018
MDEQ - RRD
LANSING DISTRICT OFFICE

**Section D: Applicable Dates (provide date for all that are relevant):**

| | MM/DD/YYYY |
|---|---|
| Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed: | 07/11/2018 |
| Date Baseline Environmental Assessment Report conducted: | 09/10/2018 |
| Date submitter first became the owner: | 09/14/2018 |

| | |
|---|---|
| Date submitter first became the operator: | 09/14/2018 |
| Date submitter first became the operator (if prior to ownership): | N/A |
| Anticipated date of becoming the owner for prospective owners: | N/A |
| Anticipated date of becoming the operator for prospective operators: | N/A |
| If former owner or operator of this property, prior dates of being the owner or operator: | N/A |

**Section E: Check the appropriate response to each of the following questions:**

| | | YES | NO |
|---|---|---|---|
| 1. | Is the property at which the BEA was conducted a "facility" as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d)? | ☒ | ☐ |
| 2 | Was the All Appropriate Inquiry (AAI) completed in accordance with Section 20101(1)(f) and or 21302(1)(b)? | ☒ | ☐ |
| 3. | Was the BEA, including the sampling, conducted either prior to or within 45 days of the date of becoming the owner, operator, or of foreclosure, whichever is earliest? | ☒ | ☐ |
| 4 | Is this BEA being submitted to the department within 6 months of the submitter first becoming the owner or operator, or foreclosing? | ☒ | ☐ |
| 5 | Does the BEA provide sufficient rationale to demonstrate that the data is reliable and relevant to define conditions at the property at the time of purchase, occupancy, or foreclosure, even if the BEA relies on studies of data prepared by others or conducted for other purposes? | ☒ | ☐ |
| 6. | Does this BEA contain the legal description of the property addressed by the BEA? | ☒ | ☐ |
| 7. | Does this BEA contain the environmental analytical results, a scaled map showing the sample locations, and the basis for the determination that the property is a facility as defined by Section 20101(1)(s) or the basis for the determination that the property is a Property as defined by Section 21303(d)? | ☒ | ☐ |

**Section F: Environmental Consultant Signature:**

*I certify to the best of my knowledge and belief, that this BEA and all related materials are true, accurate, and complete. I certify that the property is a facility as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d) and have provided the sampling and analyses that support that determination. I certify that any exceptions to, or deletions from, the All Appropriate Inquiry Rule are described in Section 1 of the BEA report.*

Signature: John D'Addona P.E. Date: September 10, 2018

Printed Name: **John D'Addona, P.E.**

Company: **Environmental Consulting & Technology, Inc.**

Mailing Address: **2200 Commonwealth, Suite 300** City: **Ann Arbor** State: **MI** Zip: **48105**

Telephone: **(734) 769-3004** E-Mail: **jdaddona@ectinc.com**

**Section G: Legal Entity Signature:**

*With my signature below, I certify that to the best of my knowledge and belief, this BEA and all related materials are true, accurate, and complete.*

Signature: Ramona Navitsky Date: September 7, 2018

*(Person legally authorized to bind the legal entity)*

Printed Name: **Ms. Ramona Navitsky**

Title and Relationship of signatory to submitter: **Treasurer**

Address: **27 Forest Lane** City: **South Barrington** State: **IL** Zip: **60010**

Telephone: **(312) 543-1250** E-Mail: **mona.navitsky@dearcapcre.com**

Submit the BEA report and this form to the MDEQ District Office for the county in which the property is located. An office map is located at www.michigan.gov/deqrrd.

Environmental Consulting & Technology, Inc.
2200 Commonwealth Blvd., Suite 300, Ann Arbor, Michigan 48105

# BASELINE ENVIRONMENTAL ASSESSMENT

**Parcels 41-06-452-014 & 41-06-452-015**
**JAMES P. COLE BOULEVARD**
**FLINT, MICHIGAN 48503**

**For submission to:**
Michigan Department of Environmental Quality
Remediation and Redevelopment Division
Lansing District Office
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909

**September 10, 2018**
**ECT No. 180509-0100**

*Complex Challenges . . . PRACTICAL SOLUTIONS*

# Document Review

The dual signatory process is an integral part of Environmental Consulting & Technology, Inc.'s (ECT's) Document Review Policy No. 9.03. All ECT documents undergo technical/peer review prior to dispatching these documents to any outside entity.

This document has been authored and reviewed by the following employees:

| | |
|---|---|
| Ryan Higuchi | John D'Addona, P.E. |
| Author | Peer Review |
| Signature | Signature |
| September 10, 2018 | September 10, 2018 |
| Date | Date |

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# List of Acronyms

| | |
|---|---|
| AAI | All Appropriate Inquiry |
| AKT | AKT-Peerless |
| AMEC | AMEC Environment & Infrastructure, Inc. |
| AST | Aboveground Storage Tank |
| ASTM | American Society for Testing and Materials |
| BEA | Baseline Environmental Assessment |
| BGS | Below Ground Surface |
| CAS | Chemical Abstract Service Number |
| CERCLA | Comprehensive Environmental Response, Compensation, and Liability Act |
| CERCLIS | Comprehensive Environmental Response, Compensation, and Liability Information System |
| COC | Chain of Custody |
| CREC | Controlled Recognized Environmental Condition |
| DC | Direct Contact |
| ECT | Environmental Consulting & Technology, Inc. |
| EDR | Environmental Data Resources, Inc. |
| EP | Environmental Professional |
| EPA | Environmental Protection Agency |
| ESA | Environmental Site Assessment |
| FINDS | Facility Index System/Facility Registry System |
| GRCC | Generic Residential Cleanup Criteria |
| GSI | Groundwater Surface Water Interface |
| HREC | Historical Recognized Environmental Condition |
| JPCV | James P. Cole Ventures, LLC |
| MDEQ | Michigan Department of Environmental Quality |
| NonGen | Non-generator |
| NREPA | Natural Resources and Environmental Protection Act |
| LUST | Leaking Underground Storage Tank |
| PCB | Polychlorinated biphenyls |
| PNA | Polynuclear aromatics |
| PID | Photoionization Detector |
| PPM | Parts per Million |
| RCRA | Resource Conservation and Recovery Act |
| REC | Recognized Environmental Condition |
| SVIAI | Soil Volatilization to Indoor Air Inhalation |
| SVOC | Semi-volatile Organic Compounds |
| SWDBG | State-wide Default Background |
| SWF/LF | Solid Waste Facilities/Landfill |
| USCS | Unified Soil Classification System |
| USGS | United States Geological Survey |
| UST | Underground Storage Tank |
| VOC | Volatile Organic Compounds |
| WDS | Waste Data System |

# 1.0 Introduction and Discussion

This Baseline Environmental Assessment (BEA), as defined by the Environmental Remediation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, and the Part 201 Rules promulgated thereunder, has been completed by Environmental Consulting & Technology, Inc. (ECT) on behalf of James P. Cole Venture, LLC (JPCV), for the approximately 17.99-acre property comprised of two (2) parcels of 16.09 acres (Parcel A) located at 1809 James P. Cole Boulevard, and 1.90 acres (Parcel B) located at James P. Cole Boulevard in Flint, Michigan 48503 (herein referred to as the Subject Property). This BEA has been completed pursuant to Section 20126(1)(c) of Part 201 of NREPA PA 451 of 1994, as amended (Part 201).

In conducting this BEA, ECT has considered the results of a historical property use review and a physical reconnaissance performed in general conformance with the scope and limitation of American Society for Testing and Materials (ASTM) Practice E 1527-13. ECT has also obtained and reviewed data from sampling and analytical testing to adequately describe the environmental conditions that exist at the Subject Property at the time of the acquisition by the Submitter.

## 1.1 Owner/Operator Information

The purchaser of the Subject Property and Submitter of this BEA is James P. Cole Venture, LLC.

## 1.2 Intended Use of Property

The Submitter intends to redevelop the Subject Property consistent with local zoning and land-use ordinances. Operations on the Subject Property will not require the use of hazardous substances in a manner that would be considered a significant hazardous substance use as defined in Rule 901(o). This is the basis for being able to distinguish the existing contamination from any future release of a hazardous substance on the Subject Property.

## 1.3 Executive Summary of AAI

On July 11, 2018, AKT-Peerless (AKT), on behalf of JPCV, completed a Phase I ESA in general conformance with the scope and limitations of ASTM Practice E 1527-13 for the Subject Property. The Phase I ESA identified five (5) recognized environmental conditions (RECs) in connection with the Subject Property which are as follows:

**REC 1** - *"The subject property operated for industrial purposes from 1901 until 1996, specifically as a varnish and spring manufacturer from 1901 until the early 1920s, and then as DuPont from the early 1920s until 1996. Operations on the subject property included the use and/ or storage of heavy industrial equipment, various chemicals, various petroleum products, hazardous substances, and/ or hazardous wastes.*

*Moreover, the subject property was identified on the Waste Data System (WDS) database, the Resource Conservation & Recovery Act - Corrective Action Facilities (RCRAC) database, the Resource Conservation and Recovery Act –Generator Facilities (RCRAGR05) database, the Resource Conservation & Recovery Act Sites with Controls (RCRASC) database, the Resource Conservation & Recovery Act - Non-CORRACTS Treatment, Storage & Disposal Facilities (RCRAT)*

*database, the Baseline Environmental Assessment (BEA) database, the Biennial Reporting System (BRS) database, the Enforcement and Compliance History Online (ECHOR05) database, the Facility Registration System (FRSMI) database, the Institutional and Engineering Controls Registry (ICEC) database, the Inventory of Facilities (IF) database, Registered Underground Storage Tank (RUST), the Registered Aboveground Storage Tank (RAST) database, the Leaking Underground Storage Tank (LUST) database, and the Toxics Release Inventory (TRI) database.*

*According to the RUST database, seven USTs were removed from the ground. Additionally, MDEQ RRD file documentation confirmed a release (C-0226-89) of an unknown substance on June 5, 1989. The confirmed release was granted "closure" by the MDEQ on October 13, 1998. The results of subsurface investigations conducted between 1989 and 2015 identified soil and groundwater contamination at the subject property. Several compounds including benzene, ethylbenzene, 1,2,4-trimethylbenzene isomers, xylenes, benzo(g,h,i)perylene, fluoranthene, indo(1,2,3-cd)pyrene, arsenic, chromium, cobalt, and cyanide were identified in on-site soil and groundwater samples exceeding the current MDEQ Part 201 residential cleanup criteria (RCC).*

*Based on laboratory analytical results, the subject property meets the definition of a facility, as defined in Part 201 of the NREPA, Michigan Public Act (PA) 451, 1994, as amended. A BEA was subsequently disclosed to the MDEQ based upon the facility designation. In AKT Peerless' opinion, the historical use of the subject property and the presence of known contamination at the subject property represent a REC.*

*Multiple subsurface investigations were conducted on the subject property between 1989 and 2015 to address previously identified environmental concerns. It is AKT Peerless' opinion, the recognized environmental concerns discussed above have been adequately evaluated and no further subsurface investigation activities are recommended at this time. However, as noted previously, the subject property meets the definition of a facility, as defined in Part 201 of the NREPA, Michigan PA 451, 1994, as amended. Therefore, AKT Peerless recommends any future owner(s)/operator(s) prepare a BEA report and conduct a Section 20107(a) Documentation of Due Care Compliance (DDCC) Analysis prior to future use and occupancy."*

**REC 2** - *"The northern adjoining property (902 E Hamilton Avenue) historically operated for industrial purposes since at least 1914 until at least 1999. This adjoining property was identified on the Inventory of Facilities (IF) database and the PART 201 database. This adjoining property was also identified on the RUST database with 94 USTs, in which 90 have been removed and 4 are currently in use. This adjoining property was identified on the LUST database with 18 releases, of which 12 are currently listed as "open" by the MDEQ. In AKT Peerless' opinion, the known contamination related to the historical uses of the northern adjoining property and the 12 open releases represents a REC."*

**REC 3** - *"The southwestern adjoining property (1513 St John Street, historically 1517 St John Street) operated as an automotive repair shop since at least 1928 until at least 1967. This adjoining property was identified on the WDS database and the RUST database with one UST, which was removed on January 19, 1999. Additionally, MDEQ RRD file documentation confirmed a release (C-0047-99) of an unknown substance on January 19, 1999. The confirmed release was granted "closure" by the MDEQ on May 16, 1999. In AKT Peerless' opinion, the historical uses of the southwestern adjoining property and historical release represents a REC."*

**REC 4** - *"The western adjoining property (1620 Industrial Avenue) is currently being utilized for the storage of demolition debris. This adjoining property has historically operated for industrial purposes since at least 1902 until at least 1999. This adjoining property was identified on the IF database, the PART 201 database, and the BEA database. Additionally, MDEQ RRD file documentation confirmed a release (C-0146-85) of an unknown substance on June 2, 1987. The confirmed release remains "open" with the MDEQ. In AKT Peerless' opinion, the current use of the western adjoining property, the known contamination related to the historical uses of this adjoining property, and the open release represents a REC."*

**REC 5** - *"The western adjoining property (1002 E Hamilton Avenue) has historically operated for industrial purposes since at least 1902 until at least 1999. This adjoining property was identified on the IF database with a BEA. In AKT Peerless' opinion, that the known contamination related to the historical uses of this adjoining property represents a REC."*

Based on these findings, AKT recommended further site investigation and/or assessment for RECs 2 through 5 in order to evaluate potential contaminant migration onto the Subject Property.

The Phase I ESA also identified a Controlled Recognized Condition (CREC) in connection to the Subject Property pertaining to the following:

> **CREC 1 -** *"According to information obtained from a review of Michigan Department of Environmental Quality, (MDEQ) file information, a restrictive covenant was set in place for two locations on Parcel A of the Subject Property dated May 29, 2009. The restrictive covenant includes a land use restriction that prohibits the use of the two areas of the subject property that are not in compliance with the limited or site-specific land use category; it also prohibits groundwater use for any purposes, except for wells and devices that are part of an MDEQ-approved response activity. With these considerations, contamination will remain on site at concentrations that exceeds the MDEQ, Part 201/213 (1994 PA 451) Residential Risk Based Screening Levels. Consequently, the subject property is a "facility" as that term as defined in Part 201."*

A copy of AKT's Phase I ESA is attached hereto as **Appendix A.**

The Submitter is unaware of any abandoned or discarded containers currently present on the Subject Property. Therefore, form EQP4476 is not required as part of this BEA.

## 1.4 Exceptions or Deletions from AAI Rule

The Phase I ESA included a review of current plat maps, historical plat maps, city directories, aerial photographs, topographic maps, property deeds, tax assessor's records, building permits, environmental reports, historical sources, and personal interviews conducted with individuals and public officials having knowledge of the Subject Property. A systematic review of environmental databases maintained by state and federal government agencies was also performed as required and defined by ASTM Practice E 1527-13. Accordingly, while ECT is unaware of any limitations or exceptions from the standard practice, it recognizes inherent limitations for Phase 1 ESAs in general, including but not limited to the elimination of uncertainty, non-exhaustive assessment and variable level of inquiry. Readers of this BEA are directed to Section 1.3 of AKT's Phase I ESA for an explanation of these limitations (**Appendix A**).

## 1.5 Discussion of Data Gaps

In accordance with ASTM Practice E 1527-13, the identification of data gaps, as well as comments on their significance on the ability to identify RECs for the Subject Property is required. As stated in Section 9.0 of the Phase I ESA, AKT identified the following deviations or "significant" data gaps, as defined by §312.10 of AAI final rule and §12.7 of ASTM E1527-13 for the Subject Property:

- *"Due to data failure, AKT Peerless was unable to determine the past development or use of the subject property prior to 1898 after review of reasonably ascertainable historical sources. AKT Peerless considers this to be a significant data gap (as defined by ASTM Practice E 1527) which may have impacted AKT Peerless' ability to identify RECs in connection with the subject property."*

## 1.6 Previous Baseline Environmental Assessments

ECT is aware of two (2) previous BEAs that were prepared for the Subject Property. A summary of the data collected in support of these BEAs are as follows:

**AMEC Environmental & Infrastructure – February 2013**
A BEA was prepared and filed by AMEC Environment & Infrastructure, Inc. (AMEC) on behalf of the Mullins Land Company, LLC in February 2013. The BEA was completed based on the identification of seven (7) RECs from a prior Phase I ESA dated January 2013 that was completed by AMEC. These RECs included:

- The historical use of the subject property for manufacturing of varnishes, paints, and adhesives,
- The historical environmental database listings,
- The presence of an operating groundwater treatment system designed to recover light non-aqueous phase liquid (LNAPL) and contaminated groundwater,
- The recorded deed restriction,
- The historical presence of a railroad west of the subject property,
- The historical presence of automobile component factories and bulk petroleum storage facilities on the western adjoining property, and
- The historical presence of automobile component factories and documented releases on the northern adjoining properties.

As noted by AMEC, DuPont conducted several remedial investigations at the Subject Property that included the advancement of over 150 soil borings, the excavation of approximately 20 test pits, over 40 groundwater monitoring well installations, and the collection of soil and groundwater samples for laboratory analysis. AMEC compared soil and groundwater results to the MDEQ Part 201 Residential Cleanup Criteria (RCC). Soil and groundwater exceedances of these criteria were primarily located in the vicinity of Building 6 and a former UST area, located at the southeast property boundary. Based on these historical analytical testing results, DuPont reportedly excavated and disposed of all contaminated soil above the saturated zone that exceeded the MDEQ's Part 201 industrial direct contact criteria. A groundwater treatment system was also installed around the exterior of Subject Building 6, and two land and resource use restrictions areas were filed for the Subject Property.

**Applied Science, Inc. – September 2016**
A BEA was prepared and filed by Applied Science, Inc. on behalf of C3 PH, LLC in September 2016. Applied Science noted that DuPont entered into a Voluntary Corrective Action agreement with MDEQ that included the excavation of soil impacted above the MDEQ non-residential direct contact cleanup criteria, as well as the operation of a groundwater treatment system designed to remove contaminated groundwater and free product. In 2015, DuPont requested a no further action status with regard to the free product recovery with respect to the absence of free product for a period of 12 consecutive months.

Contamination was still noted on the Subject Property in soil and groundwater above the MDEQ Part 201 Residential Cleanup Criteria (RCC) for VOCs, SVOCs, arsenic, chromium, cobalt, and cyanide, therefore Applied Science concluded that the Subject Property met the definition of a facility as defined in Part 201 of NREPA, Michigan Public Act 451, 1994, as amended.

## 1.7 Discussion of Environmental Sampling

AKT's Phase I report identifies a recognized environmental condition pertaining to the Subject Property's prior uses which involved use and/or storage of heavy industrial equipment, various chemicals, various petroleum products, hazardous substances, and/or hazardous wastes. A number of investigations between 1989 and 2015 identified soil and groundwater contaminant concentrations that exceeded generic residential cleanup criteria thereby characterizing the Subject Property as a *facility* as defined in Part 201 of NREPA, Michigan Public Act 451, 1994, as amended. Based on the comprehensive sample results, no further subsurface sampling of known on-site contaminant areas were completed for this BEA.

As a result of the findings in the Phase I ESA, ECT performed a Phase II environmental site investigation on August 20, 2018, on behalf of the Submitter for the purpose of evaluating the potential contamination from offsite sources on the Subject Property prior to its acquisition. Specifically, the following evaluation activities were completed:

### 1.7.1 Soil Sampling

Direct push drilling services were performed by Fibertec Environmental Services, Inc. (Fibertec) using a track-mounted Geoprobe® Model 6620 drilling rig. The final depths of the borings were determined in the field based on observed subsurface soil conditions, the potential migration pathways associated with the RECs, and the depth to groundwater. Six (6) soil borings, designated as GP-1 through GP 6, were completed to depths of 15 feet below ground surface (bgs), except at boring GP-6 where the boring was advanced to a depth of 10 feet bgs. Soil characteristics at each boring were described and logged by a field geologist in general accordance with the Unified Soil Classification System (USCS) and screened for ionizable volatile organic compounds (VOCs) using a MiniRae 3000 photoionization detector (PID) equipped with a 10.6 electron volt (eV) lamp. The PID had a minimum detection limit of 0.1 parts per million (ppm) and was calibrated daily prior to usage. The locations of the soil borings are depicted on **Figure 3.**

Soil borings GP-1, GP-2, GP-5, and GP-6 were located in areas where the construction of new buildings is proposed. For each of these locations, one (1) discrete soil sample was collected for laboratory analytical testing. The soil samples were collected within ten feet below the ground surface based on elevated PID screening results. If there were negligible differences in PID screening results through the soil column, a sample was collected based on soil types or visual observations or at the bottom of the 10-foot interval. Soil descriptions, sample collection intervals, and PID readings are shown on the soil boring logs provided in **Appendix B.** Soil samples selected for laboratory analyses were placed in an ice-filled cooler for transportation to Fibertec's analytical laboratory. All four (4) of the soil samples were analyzed for VOCs, polynuclear aromatics (PNAs), and 10 MI metals as described below in Section 1.7.3. The soil sampling locations are shown on **Figure 3.**

### 1.7.2 Groundwater Sampling

Groundwater samples were collected to evaluate the potential for the migration of contamination from an off-site source onto the Subject Property. Shallow groundwater samples were collected from temporary monitoring wells TMW-1 through TMW-6, located at soil borings GP-1 through GP-6, respectively. Groundwater was observed in all six (6) soil borings within the maximum explored depth of 15 feet. Temporary monitoring wells were installed using one-inch disposable polyvinyl chloride (PVC) monitoring wells with 10-slot five-foot screens. The depths of the temporary monitoring wells ranged from 9 to 15 feet bgs, depending on the presence of water-bearing soils observed at the soil boring. Groundwater samples were collected from five of the six temporary monitoring wells. TMW-4, located at GP-4, had insufficient groundwater to produce a groundwater sample. The screened depths of the temporary monitoring wells are included on the soil boring logs provided in **Appendix B.**

Groundwater samples were also collected from existing monitoring wells. Shallow groundwater samples were collected from MW-23S, MW-24S, MW-25S, and MW-26S with depths ranging from 6.6 to 12 feet. Deep groundwater samples were collected from MW-23D, MW-24D, MW-25D, and MW-26D with depths ranging from 68 to 89 feet. Five (5) groundwater samples from temporary monitoring wells (TMW-1, TMW-2, TMW-3, TMW-5, and TMW-6) and three (3) groundwater samples from the existing, deep monitoring wells (MW-23D, MW-24D, and MW-26D) were submitted for analysis for VOCs, PNAs, and 10-MI metals as described below in Section 1.7.3. PCBs were additionally requested for analysis at TMW-1 and MW-24D. Groundwater samples collected for laboratory analyses were placed in an ice-filled cooler for transportation to Fibertec's analytical laboratory. Samples collected from MW-23S, MW-24S, MW-25S, and MW-26S were not submitted for laboratory testing due to the lack of visual and olfactory evidence of contamination. The temporary and existing monitoring well locations are included on **Figure 3.**

### 1.7.3 Location of Known Contamination

**Soil**

A table comparing the results of the soil analytical testing to the current Part 201 Generic Residential Cleanup Criteria (GRCC) is included in **Table 1**. The soil sampling locations are shown on **Figure 3.** The analytical laboratory testing reports are included in **Appendix C.** Based on observed soil conditions and a review of the analytical testing results, ECT concluded the following:

- No VOCs were detected in the four (4) soil samples. The samples were collected to evaluate shallow contamination.

- No PNAs were detected in the four soil samples. The samples were collected to evaluate for shallow contamination.

- Metals were detected above laboratory reporting limits in all soil samples (from soil borings GP-1 through GP-4). The samples were collected to evaluate for shallow contamination in the vicinity of proposed buildings. A concentration of arsenic exceeds the state wide default background (SWDBG), drinking water protection, groundwater surface water interface (GSI) protection, and residential direct contact. Concentrations of total chromium and selenium exceeds the SWDBG and the GSI protection. The concentration of mercury exceeds the GSI protection criterion, but not the SWDBG. Concentrations of barium, cadmium, copper, lead, silver, and zinc did not exceed their respective SWDBG or criteria. Concentrations of metals that exceed the residential criteria limit are discussed below.
    - Arsenic was detected in every sample at concentrations ranging from 1,400 to 9,900 µg/kg. The concentration of arsenic at GP-2 (3-5') exceeds the SWDBG value (5,800 µg/kg), the DW protection (4,600 µg/kg), the GSI (4,600 µg/kg) protection, and the residential direct contact (7,600 ug/kg) cleanup criteria. Under the Part 201 rules, background values for metals may be substituted for GRCC if the background concentrations are higher than the cleanup criteria. The arsenic concentration is above the SWDBG value, but it is below region-specific background values as presented in the Michigan Department of Environmental Quality (MDEQ) *Michigan Background Soil Survey 2005 (Updated 2015).* MDEQ has begun accepting these regional soil background values based on the empirical average regional background concentration plus two standard deviations. Therefore, the acceptable background value for arsenic in clay soils within the Erie Glacial Lobe is 31,400 µg/kg. Substituting this value for GRCC results in arsenic concentrations not exceeding GRCC.
    - Chromium was detected in all soil samples at concentrations ranging from 4,000 to 27,000 µg/kg. The concentration of chromium collected from GP-1 (3-5') exceeds the SWDBG (18,000 µg/kg) and GSI protection (3,300 µg/kg) criterion. Due to a higher acute toxicity for hexavalent chromium (Cr(VI)) compared to the more commonly occurring trivalent chromium Cr(III)), the Part 201 GRCC for chromium are based on the risks associated with Cr(VI). No Part 201 GRCC are established for Cr(III), but there is a SWDBG level for Cr(III) that is set at 18,000 µg/kg. The laboratory analyses performed for the soil samples represents a total chromium concentration, and does not differentiate between Cr(III) and Cr(VI). Unless additional analyses are performed to specifically test for Cr(VI), the conservative approach is to compare the reported concentrations to the Part 201 Cr(VI) GRCC and the Cr(III) background values.
    - Selenium was detected in two (2) soil samples at concentrations ranging from 240 to 630 µg/kg. The concentration of selenium collected from GP-2 (3-5') exceeds the SWDBG (410 µg/kg) and the GSI protection (400 µg/kg) cleanup criteria.

      The concentrations of arsenic, chromium, and selenium at GP-1 and GP-2 exceed their respective residential criteria.

**Groundwater**

A table comparing the results of the groundwater analytical testing to the current Part 201 Generic Residential Cleanup Criteria (GRCC) is included in **Table 2**. The soil sampling locations are shown on **Figure 3.**

The analytical laboratory testing reports are included in **Appendix C**. Based on observed groundwater conditions and a review of the analytical testing results, ECT concluded the following:

- Several VOCs were detected in four groundwater samples: TMW-1, TMW-2, TMW-3, and TMW-5. The samples were collected to evaluate for potential contaminant migration onto the subject property. Benzene was detected in two groundwater samples (TMW-1 and TMW-5) at concentrations ranging from 1.2 to 180 µg/L. The concentrations of benzene at TMW-1 exceed the drinking water protection (5.0 µg/L) and GSI protection (12 µg/L) criteria. Isopropylbenzene was detected in one groundwater sample, TMW-1, at a concentration of 32 ug/L. The concentration of isopropylbenzene exceeds the GSI protection (28 µg/L) criterion. Naphthalene (also discussed under PNAs) was detected in one groundwater sample at a concentration of 39 ug/L. The concentration of naphthalene collected from TMW-1 exceeds the GSI protection (11 µg/L) criterion. Trichloroethene was detected in one groundwater samples at a concentration of 5.3 ug/L. The concentration of trichloroethene collected from TMW-3 exceeds the drinking water protection (5.0 µg/L) criterion. Xylenes were detected in one groundwater sample at a concentration of 60 µg/L. The concentration of xylenes collected from TMW-1 exceeds the GSI protection (41 µg/L) criterion. The concentrations of benzene, isopropylbenzene, naphthalene, trichloroethene, and xylenes in two groundwater samples exceed their respective GRCC. Acetone, sec-butylbenzene, ethylbenzene, n-propylbenzene, toluene, trichlorofluoromethane, 1,2,4-trimethylbenzene (TMB), and 1,3,5-TMB were detected, but the concentrations were below their respective cleanup criteria.

- PNAs were detected in one groundwater sample: TMW-1. Samples were collected to evaluate for potential contaminant migration onto the subject property. Naphthalene (also discussed under VOCs) was detected in one groundwater sample at a concentration of 39 ug/L. The concentration of naphthalene collected from TMW-1 exceeds the GSI protection (11 µg/L) criterion. The concentration of naphthalene in one groundwater sample exceeds the respective residential cleanup criteria. There were no other detections of PNAs.

- Metals were detected above laboratory reporting limits in all groundwater samples, except TMW-1. The samples were collected to evaluate for potential contaminant migration onto the subject property. Concentrations of arsenic, cadmium, and lead exceed the drinking water and GSI criteria. Concentrations of copper exceed the GSI criterion. Concentrations of metals that exceed the residential criteria limit are discussed below.

    - Arsenic was detected in two groundwater samples (TMW-2 and TMW-5) at concentrations ranging from 18 to 25 µg/L. The concentrations exceed the DW (10 µg/L) and the GSI (10 µg/L) criteria.
    - Cadmium was detected in two groundwater samples (MW-23D and MW-26D) at concentrations ranging from 11 to 51 µg/L. The concentrations exceed the DW (5.0 µg/L) and the GSI (2.5 µg/L) criteria.
    - Copper was detected in eight groundwater samples at concentrations ranging from 5.0 to 32 µg/L. The concentrations of copper collected from TMW-2 and TMW-3 exceed the GSI (13 µg/L) criteria.
    - Lead was detected in three groundwater samples at concentrations ranging from 3.0 to 20 µg/L. The concentrations of lead collected from TMW-2 and TMW-3 exceed the DW (4.0 µg/L) and the GSI (14 µg/L) criteria.
    - The concentrations of arsenic, cadmium, copper, and lead exceed their respective residential criteria.

- PCBs were not detected in the two groundwater samples (TMW-1 and MW-24D), which were collected to evaluate for potential contaminant migration onto the Subject Property.

In determining the sample locations and analytical testing parameters described herein, ECT relied upon its best judgment of the hazardous substances most likely to be present with respect to the prior uses of the adjacent properties. Readers should note that the presence of all possible contaminants has neither been confirmed as a part of this assessment, nor is such confirmation a required element of this BEA.

### 1.7.4 Basis for Concluding Facility Status

A comparison of analytical data obtained as a result of ECT's August 2018 sampling of areas of the Subject Property potentially affected by the migration of contaminants by off-site sources indicates the presence of VOCs, SVOCs and Michigan 10 Metals within the groundwater, and Michigan 10 Metals at concentrations exceeding levels exceeding the corresponding GRCC established for residential uses under the NREPA, 1994 PA 451, as amended. In addition, contamination remains on the Subject Property in both soil and groundwater above the GRCC for VOCs, SVOCs, arsenic, chromium, cobalt, and cyanide as detailed in the BEA report that was prepared by Applied Science, Inc. in September 2016. Accordingly, the Subject Property described herein meets the definition of a "facility" under Part 201 of the NREPA.

# 2.0 Property Information

## 2.1 Legal Description

The Subject Property is located on the southwest corner of East Hamilton Avenue and James P. Cole Boulevard, north of East Wood Street in the City of Flint. Parcel A is located at 1809 James P. Cole Boulevard while Parcel B has no address number on James P. Cole Boulevard, Sections 6 and 7, Township 7 North, and Range 7 East of the Flint North Quadrangle Map, in Flint, Genesee County, Michigan 48503. The Parcel ID (Tax ID) numbers for the Subject Property are:

Parcel A – (Parcel ID: 41-06-452-014)
THAT PART OF BLKS 29, 30, 31, 32, 33 AND 34 OF OAK PARK SUBDIVISION OF PART OF SECS 1 & 2 OF SMITH'S RESERVATION AND PT OF VACATED ST JOHN ST AND OTHER VACATED STREETS AND PT OF LOTS 1 THRU 15, 19 AND 24 THRU 29 AND INCL ALL OF LOTS 16 THRU 18 AND 20 THRU 23 OF PLAT OF FLANDERS & HOURANS SUBDIVISION AND PT OF THE OLD RR ROW AND OTHER LANDS DESC AS: COM AT THE SW COR OF LOT 25 OF SD PLAT OF FLANDERS & HOURANS SUBDIVISION; TH N 24 DEG 13' 00" E ALG THE ELY ROW LINE OF ST JOHN ST, 211.50 FT; TH N 65 DEG 47' 00" W, 2.35 FT; TH N 64 DEG 31' 55" W, 158.28 FT; TH S 40 DEG 14' 11 E, 1.25 FT; TH N 72 DEG 44' 20" W, 19.17 FT; TH N 17 DEG 08' 12" E, 154.66 FT; TH N 20 DEG 09' 39" E, 288.13 FT; TH N 19 DEG 17' 08" E, 35.22 FT TO POB OF THIS PARCEL OF LAND; TH CONT N 19 DEG 17' 08" E, 101.73 FT; TH N 22 DEG 04' 49" E, 50.04 FT; TH N 23 DEG 58' 29" E, 150.06 FT; TH N 20 DEG 22' 22" E, 110.76 FT; TH N 18 DEG 10' 21" E, 240.78 FT; TH ALG THE ARC OF A CURVE TO THE RIGHT WITH RADIUS OF 1128.83 FT, A DIST OF 144.58 FT, THE LONG CHORD BEARING N 21 DEG 50' 20" E, 144.48 FT; TH N 65 DEG 35' 31" W, 18.63 FT; TH N 14 DEG 02' 16" E, 175.59 FT; TH N 15 DEG 44' 18" E, 271.61 FT; TH N 78 DEG 57' 09" W, 23.05 FT; TH N 11 DEG 47' 00" E, 98.38 FT; TH N 67 DEG 01' 34" W, 0.61 FT; TH N 12 DEG 12' 29" E, 165.28 FT TO A FOUND PT ON THE SLY LINE OF HAMILTON AVE; TH ALG SD HAMILTON AVE AS MONUMENTED, S 89 DEG 06' 53" E, 62.00 FT; TH S 89 DEG 47' 46" E, 33.97 FT TO THE PC OF A NON-TANGET CURVE TO THE RIGHT, WITH RADIUS OF 597.53 FT; TH ALG THE ARC OF SD CURVE A DIST OF 60.67 FT, THE LONG CHORD BEING S 74 DEG 59' 40" E, 60.64 FT TO THE PC OF A COMPOUND NON-TANGENT CURVE TO THE RIGHT WITH RADIUS OF 45 FT; TH ALG THE ARC OF SD CURVE A DIST OF 31.86 FT, THE LONG CHORD BEING S 51 DEG 48' 10" E, 31.20 FT TO THE PC OF A COMPOUND NON-TANGENT CURVE TO THE RIGHT WITH RADIUS OF 587.53 FT; TH ALG THE ARC OF SD CURVE A DIST OF 75.12 FT, THE LONG CHORD BEING S 64 DEG 34' 42" E 75.07 FT TO THE PT OF SD CURVE; TH S 61 DEG 53' 52" E, 5.55 FT TO THE PC OF A CURVE TO THE RIGHT WITH RADIUS OF 94.30 FT; TH ALG THE ARC OF SD CURVE ENTERING THE WLY ROW LINE OF JAMES P COLE BLVD, A DIST OF 104.95 FT, THE LONG CHORD BEING S 30 DEG 02' 03" E, 99.62 FT TO THE PT OF SD CURVE; TH S 02 DEG 02' 06" W 98.42 FT; TH S 71 DEG 22' 00" E, 1.45 FT; TH S 02 DEG 02' 06" W, 300.76 FT TO THE PC OF A CURVE TO THE RIGHT WITH RADIUS OF 1412.54 FT; TH ALG THE ARC OF SD CURVE A DIST OF 736.52 FT, THE LONG CHORD BEING S 16 DEG 58' 15" W, 728.21 FT TO THE PT OF SD CURVE; TH S 31 DEG 54' 21" W, 302.86 FT TO THE PC OF A CURVE TO THE LEFT, WITH RADIUS OF 1183.35 FT; TH ALG THE ARC OF SD CURVE A DIST OF 563.24 FT, THE LONG CHORD BEING S 18 DEG 16' 15" W, 557.94 FT; TH S 04 DEG 38' 00" W, 197.79 FT TO THE PC OF A CURVE TO THE RIGHT WITH RADIUS OF 15.21 FT; TH ALG THE ARC OF SD CURVE A DIST OF 29.05 FT, THE LONG CHORD BEING S 59 DEG 21' 47" W, 24.83 FT TO THE PT OF SD CURVE; TH N 20 DEG 13' 00" E, 10.01 FT; TH N 66 DEG 59' 02" W, 206.45 FT TO A PT ON A CURVE TO THE RIGHT WITH RADIUS OF 24.68

FT; TH ALG THE ARC OF SD CURVE A DIST OF 18.13 FT, THE LONG CHORD BEING N 03 DEG 10' 06" E, 17.73 FT TO THE PT OF SD CURVE; TH N 24 DEG 13' 00" E, 184.72 FT; TH N 17 DEG 35' 25" E, 447.25 FT; TH N 23 DEG 47' 39" E, 32.57 FT TO A BLDG CORNER; TH N 65 DEG 52' 07" W, ALG A BLDG WALL LINE EXT, 169.12 FT TO THE POB. CONT 15.79 ACRES. SPLIT

Parcel B – (Parcel ID: 41-06-452-015)
THAT PART OF VACATED ST JOHN ST AND OTHER VACATED STREETS, PT OF THE OLD RR ROW AND OTHER LANDS DESC AS: COM AT THE SW COR OF LOT 25 OF PLAT OF FLANDERS & HOURANS SUBDIVISION; TH N 24 DEG 13' 00" E, ALG THE ELY ROW LINE OF ST JOHN ST, 211.50 FT TO THE POB; TH N 65 DEG 47' 00" W, 2.35 FT; TH N 64 DEG 31' 55" W, 158.28 FT; TH S 40 DEG 14' 11" E, 1.25 FT; TH N 72 DEG 44' 20" W, 19.17 FT; TH N 17 DEG 08' 12" E, 154.66 FT; TH N 20 DEG 09' 39" E, 288.13 FT; TH N 19 DEG 17' 08" E, 35.22 FT; TH ALG A BLDG WALL LINE EXT S 65 DEG 52' 07" E, 169.12 FT TO A BLDG CORNER; TH S 23 DEG 47' 39" W, 32.57 FT TO A BLDG CORNER; TH S 17 DEG 35' 25" W, 447.25 FT TO THE POB. CONT 1.90 ACRES. SPLIT ON 12/06/2005 FROM 41-06-452-013; 2003 PARCEL DIVISION OF 11-06-452-011-9

Site photographs of the Subject Property and the surrounding area are presented in Appendix C of AKT's Phase I ESA (**Appendix A**).

## 2.2 Property Boundaries

The location of the Subject Property is shown on **Figure 1**, Subject Property Location Map and the general layout of the Subject Property is shown on **Figure 2**, Site and Surrounding Properties Map.

## 2.3 Site Map

A scaled site map, showing sample locations, depths is provided as **Figure 3**.

## 2.4 Subject Property Location

The Subject Property is comprised of two (2) parcels of land, comprising approximately 17.99 acres (Parcel A 16.09 acres and Parcel B 1.90 acres), and is located on the southwest corner of East Hamilton Avenue and James P. Cole Boulevard, north of East Wood Street in the City of Flint, Michigan, and has the following common address:

1809 James P. Cole Boulevard
Flint (Genesee County), Michigan 48503

## 2.5 Spatial Data

The Subject Property is located in Sections 6 and 7, Township 7 North, and Range 7 East of the Flint North Quadrangle Map, in Flint, Genesee County, Michigan. A geographic reference point for the Subject Property (Latitude [North]: 43.0324828 - 43° 1' 56.9382", Longitude [West]: 83.684671 - 83° 41' 4.815") was determined by Geosearch as part of the radial search activities and database review performed in support of AKT's Phase I ESA.

# 3.0 Facility Status

## 3.1 Known Contamination

Listings of the contaminants identified at the Subject Property by ECT in excess of the corresponding analytical reporting limits are provided together with the corresponding Chemical Abstract Service Numbers (CAS #) in **Table 3** below.

**Table 3. Contaminants of Concern**

| Contaminants of Concern | CAS Number | Criteria Exceeded |
|---|---|---|
| Benzene (groundwater) | 71432 | DW, NRDW, GSI |
| Isopropylbenzene (groundwater) | 98828 | GSI |
| Naphthalene (groundwater) | 91203 | GSI |
| Trichloroethene (groundwater) | 79016 | DW, NRDW |
| Xylenes (groundwater) | 1330207 | GSI |
| Arsenic (groundwater and soil) | 7440382 | DW, NRDW, GSI, DC |
| Cadmium (groundwater) | 7440439 | DW, NRDW, GSI |
| Chromium (soil) | 18540299 | GSI |
| Copper (groundwater) | 7440508 | GSI |
| Lead (groundwater) | 7439921 | DW, NRDW, GSI |
| Selenium (soil) | 7782492 | GSI |

DW: Drinking Water Protection, NRDW: Non-Residential Drinking Water, DC: Direct Contact, GSI: Groundwater Surface Water Interface

The listing of these contaminants is in addition to the contaminants previously documented in prior BEAs that were prepared by others for the Subject Property. See **Appendices D and E** for copies of these reports.

## 3.2 Laboratory Data

Copies of the analytical laboratory reports and chain-of-custody (COC) documentation for the samples collected by ECT on August 20, 2018 are included in **Appendix C**.

# 4.0 BEA Author

The primary author of this BEA was Ryan P. Higuchi, whose contact information is provided as follows:

Ryan Higuchi
Senior Associate Scientist III
Environmental Consulting & Technology, Inc.
2200 Commonwealth Boulevard, Suite 300
Ann Arbor, Michigan 48105
rhiguchi@ectinc.com
Tel. (734) 769-3004

BEA Review and Interpreter of this BEA was John D'Addona, P.E. who is a qualified Environmental Professional (EP) with over 30 years of experience in the environmental industry. His experiences include the management and review of hundreds of Phase I and II ESAs, BEAs, and Due Care Plans. His contact information is as follows:

John D'Addona, P.E.
Principal Engineer
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Tel. (734) 769-3004

# 5.0 ASTM Phase I ESA and AAI Documentation

A Phase I ESA, completed by AKT, is included as **Appendix A**. The Phase I ESA was completed in general accordance with ASTM Practice E 1527-13. The purpose of ASTM Practice E 1527-13 is to define good commercial and customary practice in the United States of America for conducting an environmental site assessment of commercial real estate properties with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA; 42 U.S.C. §9601) and petroleum products. The objective of Phase I ESAs is to provide all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B) to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (a.k.a., landowner liability protections). The Phase II ESA investigation was completed in general accordance with ASTM Practice E1903-11, the Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

This BEA has been completed pursuant to Section 20126(1)(c) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA) PA 451 of 1994, as amended (Part 201). In the preparation of this BEA, ECT considered hazardous substances as defined by Section 20101(1)(y) and/or regulated substances as defined by Section 21303(g). This BEA follows the suggested format for the "Contents of BEA Report," presented in EQP 4012 (02/2015).

# 6.0 References

Part 201 of the Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended.

ASTM E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

ASTM Practice E1903-11, Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process.

Phase I Environmental Site Assessment, Parcels 41-06-452-014 and 41-06-452-015, City of Flint, Michigan prepared by AKT-Peerless, and dated July 11, 2018.

Baseline Environmental Assessment, Former DuPont Automotive Works Site 1555 James P. Cole Boulevard, Flint, Genesee County, Michigan prepared by AMEC Environment and Infrastructure, Inc. and dated January 4, 2013.

Baseline Environmental Assessment, 1555 James P. Cole Boulevard, Flint, Genesee County, Michigan prepared by Antea Group and dated December 7, 2016.

**FIGURE 1.**
**SITE LOCATION MAP**
**PARCEL IDs: 41-06-452-014 & 41-06-452-015**
**FLINT, MI. 48503**

Sources: ECT, 2018

ECT Environmental Consulting & Technology, Inc.

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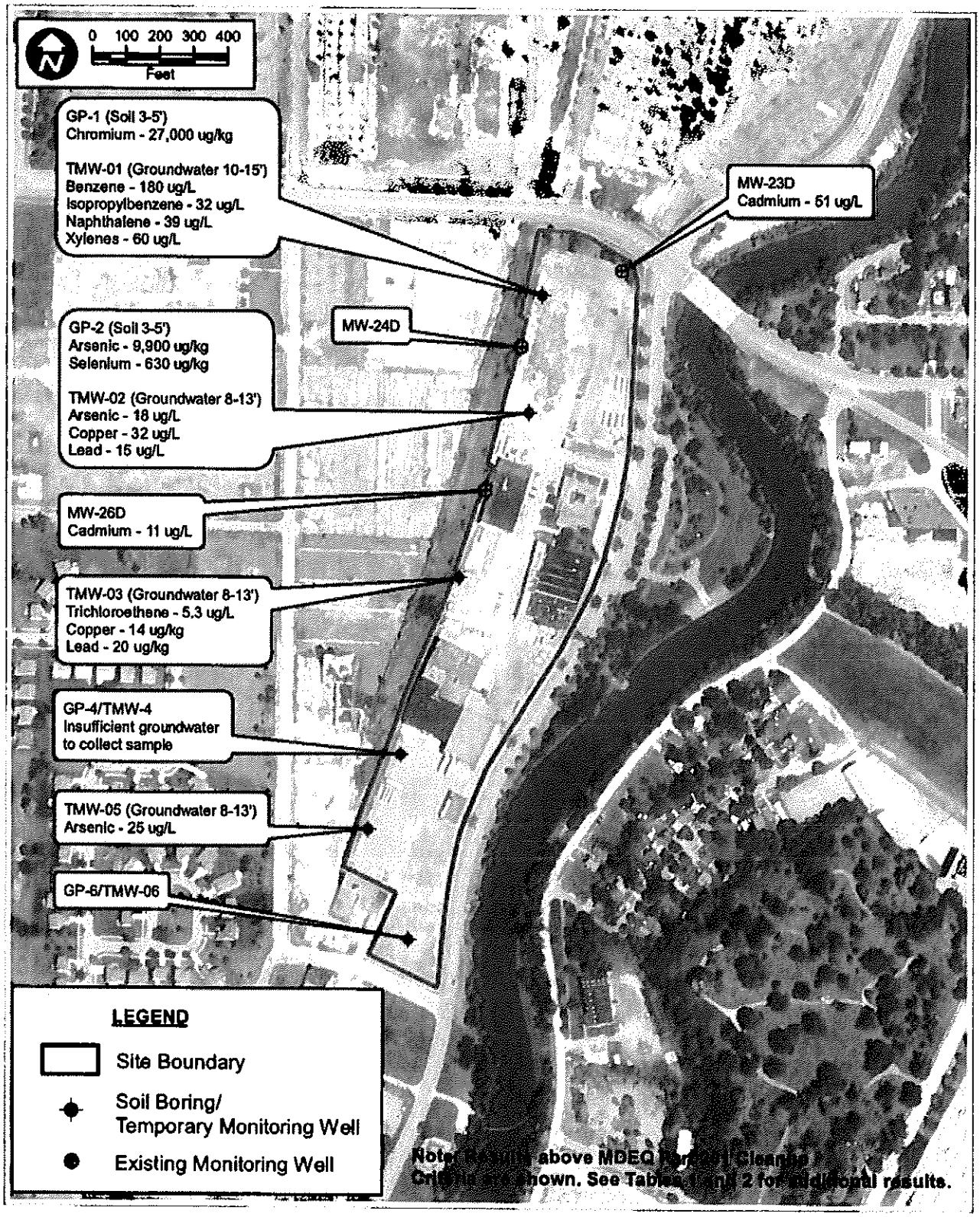



**FIGURE 3.**
**SAMPLE LOCATION MAP**
**PARCEL IDs: 41-06-452-014 & 41-06-452-015**
**FLINT, MI. 48503**

Sources: ECT, 2018

ECT Environmental Consulting & Technology, Inc.

P:\Butzel Long\180509-Former Dupont Facility\3_Data-Dwgs-Maps\GIS\Fig 2 - Site Surrounding.mxd rhiguchi 9/10/2018 1:48:00 PM

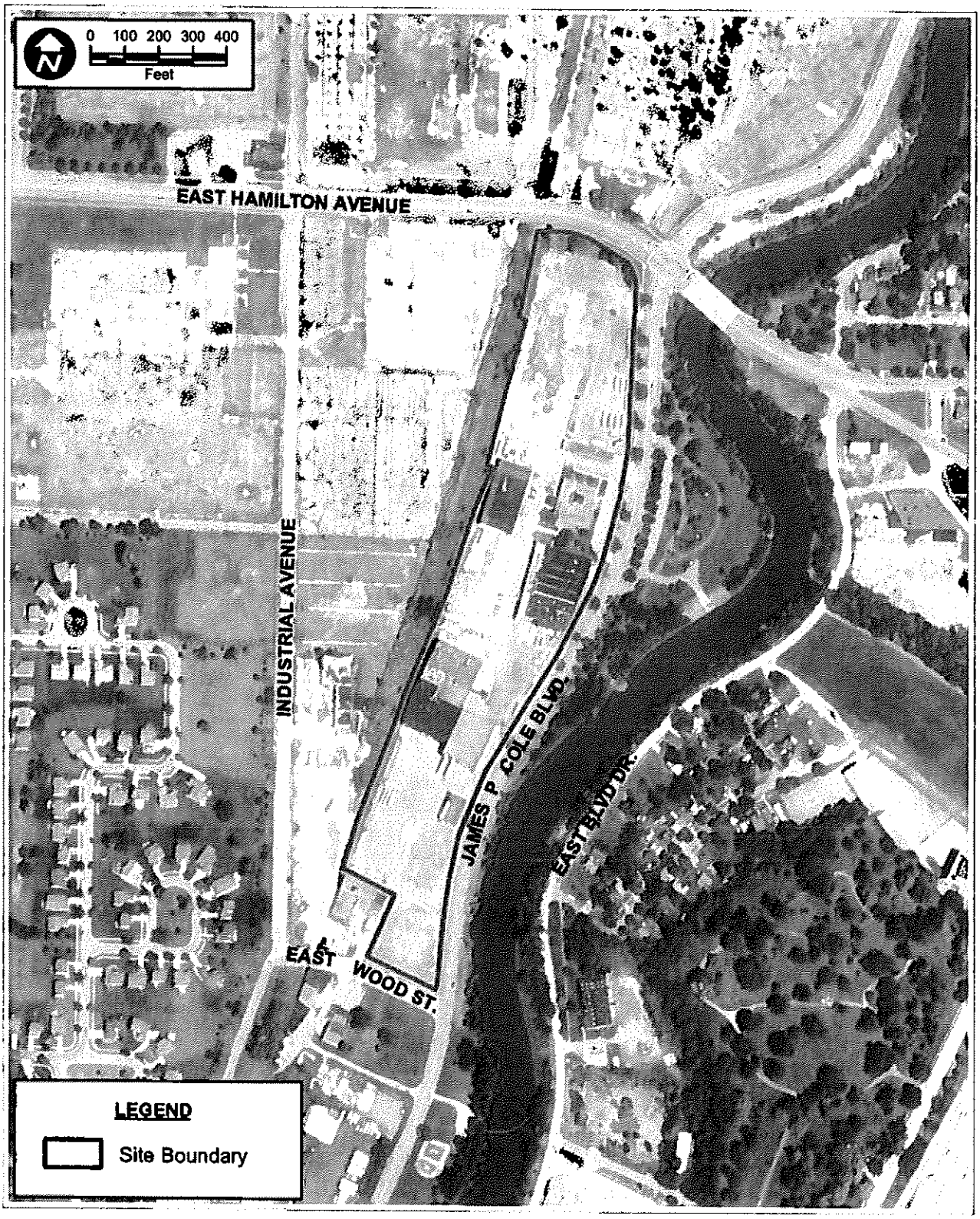



**FIGURE 2.**
**SITE AND SURROUNDING PROPERTIES MAP**
**PARCEL IDs: 41-06-452-014 & 41-06-452-015**
**FLINT, MI. 48503**

Sources: ECT, 2018.

ECT Environmental Consulting & Technology, Inc.

**Table 1. Soil Analytical Summary**
**Former Dupont Facility**
Matrix: Soil
Cleanup Criteria: Residential


| | Chemical Abstract Service # | Part 201 Cleanup Criteria (December 2013) | | | | | | | | Sample Location | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Residential Criteria | | | | | | | Nonresidential | | | | |
| | | Statewide Default Background | Drinking Water Protection | Groundwater Surface Water Interface | Soil Volatilization to Indoor Air | Infinite Source Volatile Soil Inhalation | Direct Contact | Soil Saturation Concentration Screening Levels | Direct Contact | GP-1 (3-5') 8/20/18 | GP-2 (3-5') 8/20/18 | GP-5 (8-10') 8/20/18 | GP-6 (3-5') 8/20/18 |
| **VOCs, ug/kg - Method 8260** | | | | | | | | | | | | | |
| Benzene | 71432 | NA | 100 | 240 | 1,600 | 13,000 | 180,000 | 400,000 | 400,000 | nd | nd | nd | nd |
| n-Butylbenzene | 104518 | NA | 1,600 | ID | ID | ID | 2,500,000 | 10,000,000 | 8,000,000 | nd | nd | nd | nd |
| sec-Butylbenzene | 135988 | NA | 1,500 | ID | ID | ID | 2,500,000 | 10,000,000 | 8,000,000 | nd | nd | nd | nd |
| 1,2-Dichloroethane | 107062 | NA | 100 | 120 | 2,100 | 6,200 | 91,000 | 1,200,000 | 420,000 | nd | nd | nd | nd |
| cis-1,2-Dichloroethene | 156592 | NA | 1,400 | 12,000 | 22,000 | 160,000 | 640,000 | 640,000 | 640,000 | nd | nd | nd | nd |
| trans-1,2-Dichloroethene | 156605 | NA | 2,000 | 9,400 | 23,000 | 280,000 | 1,400,000 | 1,400,000 | 1,400,000 | nd | nd | nd | nd |
| Ethylbenzene | 100414 | NA | 1,500 | 360 | 87,000 | 720,000 | 140,000 | 140,000 | 140,000 | nd | nd | nd | nd |
| Tetrachloroethene | 127184 | NA | 100 | 220 | 11,000 | 170,000 | 68,000 | 68,000 | 68,000 | nd | nd | nd | nd |
| Toluene | 108883 | NA | 16,000 | 5,400 | 250,000 | 2,800,000 | 250,000 | 250,000 | 250,000 | nd | nd | nd | nd |
| 1,1,1-Trichloroethane | 71556 | NA | 4,000 | 1,800 | 250,000 | 3,800,000 | 460,000 | 460,000 | 460,000 | nd | nd | nd | nd |
| Trichloroethene | 79016 | NA | 100 | 550 | 1,000 | 11,000 | 500,000 | 500,000 | 500,000 | nd | nd | nd | nd |
| 1,2,3-Trimethylbenzene | 526738 | NA | NA | NA | NA | NA | NA | NA | NA | nd | nd | nd | nd |
| 1,2,4-Trimethylbenzene | 95636 | NA | 2,100 | 570 | 110,000 | 21,000,000 | 110,000 | 110,000 | 110,000 | nd | nd | nd | nd |
| 1,3,5-Trimethylbenzene | 108678 | NA | 1,800 | 1,100 | 94,000 | 15,000,000 | 94,000 | 94,000 | 94,000 | nd | nd | nd | nd |
| Vinyl chloride | 75014 | NA | 40 | 40 | 270 | 4,200 | 3,800 | 490,000 | 34,000 | nd | nd | nd | nd |
| Xylenes | 1330207 | NA | 5,600 | 820 | 150,000 | 46,000,000 | 150,000 | 150,000 | 150,000 | nd | nd | nd | nd |
| other VOCs | Varies | | | | | | | | | nd | nd | nd | nd |
| **PNAs, ug/kg - Method 8270** | | | | | | | | | | | | | |
| Acenaphthene | 83329 | NA | 300,000 | 8,700 | 190,000,000 | 61,000,000 | 41,000,000 | NA | 130,000,000 | nd | nd | nd | nd |
| Acenaphthylene | 208968 | NA | 5,900 | ID | 1,600,000 | 2,200,000 | 1,600,000 | NA | 5,200,000 | nd | nd | nd | nd |
| Anthracene | 120127 | NA | 41,000 | ID | 1,000,000,000 | 1,400,000,000 | 230,000,000 | NA | 730,000,000 | nd | nd | nd | nd |
| Benzo(a)anthracene | 56553 | NA | NLL | NLL | NLV | NLV | 20,000 | NA | 80,000 | nd | nd | nd | nd |
| Benzo(a)pyrene | 50328 | NA | NLL | NLL | NLV | NLV | 2,000 | NA | 8,000 | nd | nd | nd | nd |
| Benzo(b)fluoranthene | 205992 | NA | NLL | NLL | ID | ID | 20,000 | NA | 80,000 | nd | nd | nd | nd |
| Benzo(g,h,i)perylene | 191242 | NA | NLL | NLL | NLV | NLV | 2,500,000 | NA | 7,000,000 | nd | nd | nd | nd |
| Benzo(k)fluoranthene | 207089 | NA | NLL | NLL | NLV | NLV | 200,000 | NA | 800,000 | nd | nd | nd | nd |
| Chrysene | 218019 | NA | NLL | NLL | ID | ID | 2,000,000 | NA | 8,000,000 | nd | nd | nd | nd |
| Dibenzo(a,h)anthracene | 53703 | NA | NLL | NLL | NLV | NLV | 2,000 | NA | 8,000 | nd | nd | nd | nd |
| Fluoranthene | 206440 | NA | 730,000 | 5,500 | 1,000,000,000 | 740,000,000 | 46,000,000 | NA | 130,000,000 | nd | nd | nd | nd |
| Fluorene | 86737 | NA | 390,000 | 5,300 | 580,000,000 | 130,000,000 | 27,000,000 | NA | 87,000,000 | nd | nd | nd | nd |
| Indeno(1,2,3-cd)pyrene | 193395 | NA | NLL | NLL | NLV | NLV | 20,000 | NA | 80,000 | nd | nd | nd | nd |
| 2-Methylnaphthalene | 91576 | NA | 57,000 | 4,200 | 2,700,000 | 1,500,000 | 8,100,000 | NA | 26,000,000 | nd | nd | nd | nd |
| Phenanthrene | 85018 | NA | 56,000 | 2,100 | 2,800,000 | 160,000 | 1,600,000 | NA | 5,200,000 | nd | nd | nd | nd |
| Pyrene | 129000 | NA | 480,000 | ID | 1,000,000,000 | 550,000,000 | 29,000,000 | NA | 84,000,000 | nd | nd | nd | nd |
| **Metals, ug/kg - Method 6020, 7471** | | | | | | | | | | | | | |
| Arsenic | 7440382 | **5,800** | **4,600** | **4,600** | NLV | NLV | **7,600** | NA | 37,000 | 3,200 | **9,900** | 1,900 | 1,400 |
| Barium | 7440393 | 75,000 | 1,300,000 | 440,000 | NLV | NLV | 37,000,000 | NA | 130,000,000 | 12,000 | 64,000 | 4,100 | 6,200 |
| Cadmium | 7440439 | 1,200 | 6,000 | 3,000 | NLV | NLV | 550,000 | NA | 2,100,000 | nd | 240 | nd | nd |
| Chromium (Total) | Varies | **18,000** | 30,000 | **3,300** | NLV | NLV | 2,500,000 | NA | 9,200,000 | **27,000** | 14,000 | 4,000 | 5,300 |
| Copper | 7440508 | 32,000 | 5,800,000 | 75,000 | NLV | NLV | 29,000,000 | NA | 73,000,000 | 4,000 | 16,000 | 3,500 | 3,100 |
| Lead | 7439921 | 21,000 | 700,000 | 2,500,000 | NLV | NLV | 400,000 | NA | 900,000 | 3,400 | 11,000 | 2,000 | 2,000 |
| Mercury | Varies | 130 | 1,700 | **50** | 48,000 | 52,000 | 180,000 | NA | 590,000 | nd | 82 | nd | nd |
| Selenium | 7782492 | **416** | 4,000 | **400** | NLV | NLV | 2,600,000 | NA | 9,600,000 | nd | **830** | 240 | nd |
| Silver | 7440224 | 1,000 | 4,500 | 100 | NLV | NLV | 2,500,000 | NA | 9,000,000 | nd | nd | nd | nd |
| Zinc | 7440666 | 47,000 | 2,400,000 | 170,000 | NLV | NLV | 170,000,000 | NA | 630,000,000 | 16,000 | 44,000 | 14,000 | 19,000 |

Note:
ID = insufficient data to develop criterion
na = not analyzed
nd = not detected
NLL = not likely to leach
NLV = not likely to volatilize

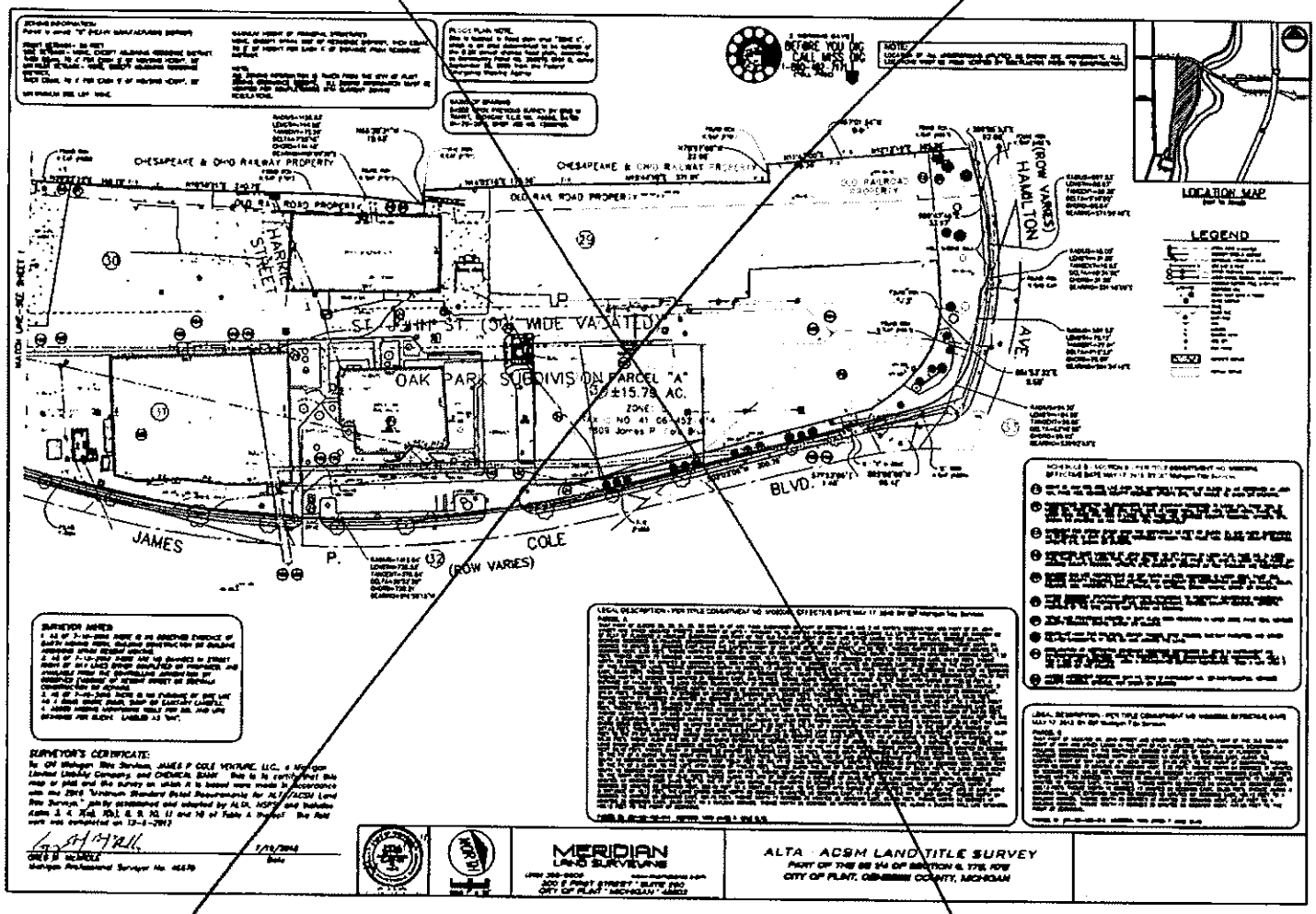
Assumptions
hardness estimate for receiving waters = 150 mg/L
protective for surface water that is used as a drinking water source

**Table 2. Groundwater Analytical Summary**
**Former Dupont Facility**
Matrix: Groundwater
Cleanup Criteria: Residential
Page 1 of 1

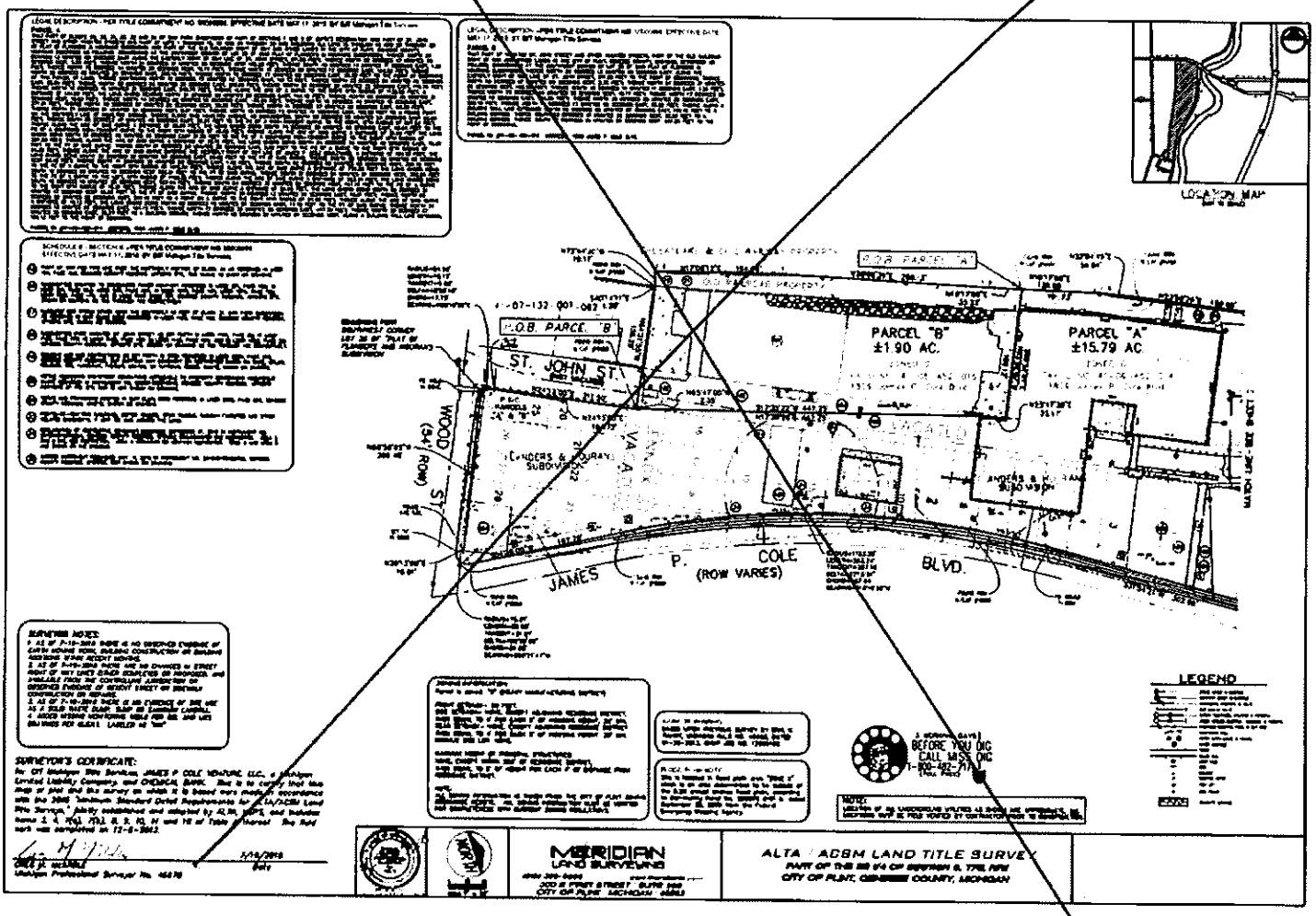
| | Chemical Abstract Service # | Part 201 Cleanup Criteria (December 2013) Residential Criteria: Drinking Water Protection | Noncarc. Drinking Water | Groundwater Surface Water Interface | Indoor Air Inhalation | Groundwater Contact* | Sample Location: TMW-1 (10-15) 8/20/18 | TMW-2 (8-13) 8/20/18 | TMW-3 (9-14) 8/20/18 | TMW-5 (8-13) 8/20/18 | TMW-6 (4-9) 8/20/18 | MW-23D 8/20/18 | MW-24D 8/20/18 | MW-26D 8/20/18 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **VOC, ug/L - Method 8260** | | | | | | | | | | | | | | |
| Acetone | 67-64-1 | 730 | 2,100 | 1,700 | 1,000,000,000 | 31,000,000 | 79 | nd | nd | nd | nd | nd | nd | nd |
| Benzene | 71-43-2 | 5.0 | 5.0 | 12 | 5,600 | 11,000 | 182 | nd | nd | 1.2 | nd | nd | nd | nd |
| n-Butylbenzene | 104-51-8 | 80 | 230 | ID | ID | 5,900 | nd | nd | nd | nd | nd | nd | nd | nd |
| sec-Butylbenzene | 135-98-8 | 80 | 230 | ID | ID | 4,400 | 1.8 | nd | nd | nd | nd | nd | nd | nd |
| 1,2-Dichloroethane | 107-06-2 | 5.0 | 5.0 | 6.0 | 9,600 | 19,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| cis-1,2-Dichloroethene | 156-59-2 | 70 | 70 | 620 | 93,000 | 200,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| trans-1,2-Dichloroethene | 156-60-5 | 100 | 100 | 470 | 65,000 | 220,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| Ethylbenzene | 100-41-4 | 74 | 74 | 16 | 110,000 | 170,000 | 5.6 | nd | nd | nd | nd | nd | nd | nd |
| Isopropylbenzene | 98-82-8 | 800 | 2,300 | 28 | 56,000 | 56,000 | 32 | nd | nd | nd | nd | nd | nd | nd |
| Naphthalene | 91-20-3 | 520 | 1,500 | 11 | 31,000 | 31,000 | 39 | nd | nd | nd | nd | nd | nd | nd |
| n-Propylbenzene | 103-65-1 | 80 | 230 | ID | ID | 15,000 | 26 | nd | nd | nd | nd | nd | nd | nd |
| Tetrachloroethene | 127-18-4 | 5.0 | 5.0 | 11 | 25,000 | 12,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| Toluene | 108-88-3 | 790 | 790 | 270 | 530,000 | 530,000 | 25 | 2.3 | nd | 1.3 | nd | nd | nd | nd |
| 1,1,1-Trichloroethane | 71-55-6 | 200 | 200 | 89 | 660,000 | 1,300,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| Trichloroethene | 79-01-6 | 5.0 | 5.0 | 29 | 2,200 | 22,000 | nd | nd | 8.3 | nd | nd | nd | nd | nd |
| Trichlorofluoromethane | 75-69-4 | 2,600 | 7,300 | NA | 1,100,000 | 1,100,000 | nd | nd | 5.6 | nd | nd | nd | nd | nd |
| 1,2,3-Trimethylbenzene | 526-73-8 | NA | NA | NA | NA | NA | 9.1 | nd | nd | nd | nd | nd | nd | nd |
| 1,2,4-Trimethylbenzene | 95-63-6 | 63 | 53 | 17 | 56,000 | 56,000 | 2.0 | nd | nd | nd | nd | nd | nd | nd |
| 1,3,5-Trimethylbenzene | 108-67-8 | 72 | 72 | 45 | 61,000 | 61,000 | 3.0 | nd | nd | nd | nd | nd | nd | nd |
| Vinyl chloride | 75-01-4 | 2.0 | 2.0 | 1.0 | 1,100 | 1,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| Xylenes | 1330-20-7 | 280 | 280 | 41 | 190,000 | 190,000 | 60 | nd | nd | nd | nd | nd | nd | nd |
| Other VOCs | Varies | | | | | | nd | nd | nd | nd | nd | nd | nd | nd |
| **PNA, ug/L - Method 8270** | | | | | | | | | | | | | | |
| Acenaphthene | 83-32-9 | 1,300 | 3,800 | 38 | 4,200 | 4,200 | nd | nd | nd | nd | nd | nd | na | nd |
| Acenaphthylene | 208-96-8 | 52 | 150 | ID | 3,900 | 3,900 | nd | nd | nd | nd | nd | nd | na | nd |
| Anthracene | 120-12-7 | 43 | 43 | ID | 43 | 43 | nd | nd | nd | nd | nd | nd | na | nd |
| Benzo(a)anthracene | 56-55-3 | 2.1 | 8.5 | ID | NLV | 9.4 | nd | nd | nd | nd | nd | nd | na | nd |
| Benzo(a)pyrene | 50-32-8 | 5.0 | 5.0 | ID | NLV | 1.0 | nd | nd | nd | nd | nd | nd | na | nd |
| Benzo(b)fluoranthene | 205-99-2 | 1.5 | 1.5 | ID | ID | 1.5 | nd | nd | nd | nd | nd | nd | na | nd |
| Benzo(g,h,i)perylene | 191-24-2 | 1.0 | 1.0 | ID | NLV | 1.0 | nd | nd | nd | nd | nd | nd | na | nd |
| Benzo(k)fluoranthene | 207-08-9 | 1.0 | 1.0 | NA | NLV | 1.0 | nd | nd | nd | nd | nd | nd | na | nd |
| Chrysene | 218-01-9 | 1.6 | 1.6 | ID | ID | 1.6 | nd | nd | nd | nd | nd | nd | na | nd |
| Dibenz(a,h)anthracene | 53-70-3 | 2.0 | 2.0 | ID | NLV | 2.0 | nd | nd | nd | nd | nd | nd | na | nd |
| Fluoranthene | 206-44-0 | 210 | 210 | 1.6 | 210 | 210 | nd | nd | nd | nd | nd | nd | na | nd |
| Fluorene | 86-73-7 | 850 | 2,000 | 12 | 2,000 | 2,000 | nd | nd | nd | nd | nd | nd | na | nd |
| Indeno(1,2,3-cd)pyrene | 193-39-5 | 2.0 | 2.0 | ID | NLV | 2.0 | nd | nd | nd | nd | nd | nd | na | nd |
| 2-Methylnaphthalene | 91-57-6 | 260 | 750 | 19 | 25,000 | 25,000 | nd | nd | nd | nd | nd | nd | na | nd |
| Naphthalene | 91-20-3 | 520 | 1,500 | 11 | 31,000 | 31,000 | 39 | nd | nd | nd | nd | nd | na | nd |
| Phenanthrene | 85-01-8 | 52 | 150 | 2.0 | 1,000 | 1,000 | nd | nd | nd | nd | nd | nd | na | nd |
| Pyrene | 129-00-0 | 140 | 140 | ID | 140 | 140 | nd | nd | nd | nd | nd | nd | na | nd |
| **Metals, ug/L - Method 6020, 7470** | | | | | | | | | | | | | | |
| Arsenic | 7440-38-2 | 10 | 10 | 19 | NLV | 4,300 | ns | 58 | nd | 25 | nd | nd | ns | nd |
| Barium | 7440-39-3 | 2,000 | 2,000.0 | 670 | NLV | 14,000,000 | nd | 150 | 120 | nd | 140 | nd | nd | nd |
| Cadmium | 7440-43-9 | 5.0 | 5.0 | 2.5 | NLV | 190,000 | nd | nd | nd | nd | nd | 51 | nd | 11 |
| Chromium (Total) | 18540-29-9 | 100 | 100 | 11 | NLV | 450,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| Copper | 7440-50-8 | 1,000 | 1,000.0 | 13 | NLV | 7,400,000 | nd | 32 | 14 | 5.0 | nd | 6.2 | 6.2 | 6.4 |
| Lead | 7439-92-1 | 4.0 | 4.0 | 14 | NLV | ID | nd | 15 | 28 | 3.0 | nd | nd | nd | nd |
| Mercury | Varies | 2.0 | 2.0 | 0.0013 | NLV | 56 | nd | nd | nd | nd | nd | nd | nd | nd |
| Selenium | 7782-49-2 | 50 | 50 | 5.0 | NLV | 973,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| Silver | 7440-22-4 | 34 | 98 | 0.20 | NLV | 1,500,000 | nd | nd | nd | nd | nd | nd | nd | nd |
| Zinc | 7440-66-6 | 2,400 | 5,000 | 173 | NLV | 110,000,000 | nd | nd | 64 | nd | nd | 88 | nd | nd |
| **PCBs, ug/L - Method 8020, 7471** | | | | | | | | | | | | | | |
| Polychlorinated biphenyls (PCB) | 1336-36-3 | 0.50 | 0.50 | 0.20 | 45 | 3.3 | nd | na | na | na | na | ns | nd | na |

Notes
ID = insufficient data to develop criterion
NA = not available
nd = not detected
NLV = not likely to volatilize

Assumptions
hardness estimate for receiving waters = 150 mg/L
protective for surface water that is used as a drinking water source


CHESAPEAKE & OHIO RAILWAY PROPERTY
OLD RAIL ROAD PROPERTY
HARRIS STREET
ST. JOHN ST. (50' WIDE VACATION)
OAK PARK SUBDIVISION PARCEL "A"
±15.79 AC.
JAMES P. COLE BLVD.
(ROW VARIES)
HAMILTON AVE
LOCATION MAP
LEGEND
SURVEYOR'S CERTIFICATE:
MERIDIAN LAND SURVEYING
ALTA - ACSM LAND TITLE SURVEY
CITY OF FLINT, GENESEE COUNTY, MICHIGAN

old


LOCATION MAP
P.O.B. PARCEL "A"
P.O.B. PARCEL "B"
PARCEL "B"
±1.90 AC.
PARCEL "A"
±15.79 AC
ST. JOHN ST.
WOOD ST.
(64' ROW)
JAMES P. COLE BLVD.
(ROW VARIES)
LEGEND
BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171
MERIDIAN
LAND SURVEYING
ALTA / ACSM LAND TITLE SURVEY
PART OF THE SE 1/4 OF SECTION 6, T7N, R6E
CITY OF FLINT, GENESEE COUNTY, MICHIGAN

old

210429.2

**RESOLUTION NO.:** _____

**PRESENTED:** NOV – 8 2021

**ADOPTED:** _____

**BY THE COUNCIL:**

**RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO AN AGREEMENT FOR AUDITING SERVICES WITH REHMANN ROBSON FOR THE FY2021 AUDIT**

On June 22, 2020, Flint City Council adopted resolution #200258 to enter into a three-year agreement with Robson Rehmann for a total contract amount of $701,000.00 to conduct the FY2020 (Year #1 $225,000), FY2021 (Year #2 $233,500), and FY2022 (Year #3 $242,500) audits for a total contract amount of $701,000.00; and

WHEREAS, on November 23, 2020, Flint City Council adopted resolution #200479 authorizing an additional $7,500.00 in spending to cover single audit services for a total aggregate three-year amount of $708,500; and

WHEREAS, Robson Rehmann has submitted an engagement letter to perform the City of Flint annual FY2021 audit for an amount of $236,000.00. This amount represents an increase of $2,500.00 to present the City's financial statement in conformity with the Government Financial Officers Association criteria, plus out-of-pocket expenses. Funding will come from City Council Professional Services account #101-101.100-801.000.

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to engage the services of Rehmann Robson for FY2021 auditing services for the amount of $236,000.00, for a total contract price of $711,000.00, plus out-of-pocket expenses.

APPROVED AS TO FORM:

Angela Wheeler (Sep 10, 2021 10:37 EDT)

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J.F. Widigan, Interim Chief Finance Officer

CITY COUNCIL:

Kate Fields

Kate Fields, Council President

Rehmann
EMPOWER YOUR PURPOSE

July 16, 2021

Kate Fields
Council President
City of Flint
1101 South Saginaw Street
Flint, MI 48502

Enclosed is the engagement letter for the ***City of Flint*** for the year then ended June 30, 2021. *Government Auditing Standards* (as amended) require that we communicate, during the planning stage of an audit, certain information to the City Council. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting. The engagement letter includes the items which must be communicated to the City Council.

Therefore, please make copies of the attached engagement letter and forward the copies to the City Council.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

Sincerely,

Rehmann Robson LLC

Enclosures

Rehmann
EMPOWER YOUR PURPOSE

July 16, 2021

City Council
City of Flint
1101 South Saginaw Street
Flint, MI 48502

We are pleased to confirm our understanding of the services we are to provide the ***City of Flint*** (the "City") for the year then ended June 30, 2021.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year then ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules Required by GASB 68 – Pension Plan
3. Schedules Required by GASB 75 – OPEB Plan

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund financial statements
2. Schedule of expenditures of federal awards

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory section of the Comprehensive Annual Financial Report
2. Statistical section of the Comprehensive Annual Financial Report

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether the City's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit of the City's financial statements does not relieve management or those charged with governance of their responsibilities. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and with the Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City of Flint. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our audit report. If our opinions on the financial statements or the Single Audit compliance opinion are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the City's records, the availability of sufficient, appropriate audit

evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the City is incorrect, incomplete, inconsistent, misleading, contains material omissions, or is otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

As we have discussed, we intend to make reference to the audits of Hurley Medical Center, Downtown Development Authority and Flint Area Enterprise Community, performed by other auditors.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. For this purpose, materiality has been defined as "the magnitude of an omission or misstatement of accounting and financial reporting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement."

**Audit Procedures and Our Responsibilities—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention including such matters related to components. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, including those related to components, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and

financial institutions. We may request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

We have advised the City of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets) not withstanding our obligations per the Single Audit Amendments of 1996 and the Uniform Guidance. We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the City has not engaged us to do so and does not wish us to do so at this time.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance. As part of the audit, we will assist with preparation of the City's financial statements, schedule of expenditures of federal awards, and related notes, as well as the data collection form. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and the data collection form, and that management has reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Management agrees to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of these or other nonattest services performed by our Firm; and understand and accept responsibility for the results of such services.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management functions or responsibilities.

**Audit Procedures - Internal Controls**

Our audit will include obtaining an understanding of the City and its business environment, including internal control over financial reporting sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures that are appropriate in the circumstances. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control, or to identify significant deficiencies or material weaknesses in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and the Uniform Guidance including such matters related to components]. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the City's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the City's attention by us.

**Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

**Management Responsibilities**

Management is solely and completely responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and internal control over compliance, and for ongoing monitoring activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for the selection and application of accounting principles including those related to components; for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the City's financial statements is accounting principles generally accepted in the United States of America (GAAP).

Management is also solely and completely responsible for making all financial records and related information available to us, and for ensuring that financial information is reliable and properly recorded. Management is also responsible for providing us with (1) access to all information of which management is

aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

For the purposes of this letter, related parties mean members of the governing body; board members; administrative officials; immediate families of administrative officials, board members, and members of the governing body; and any companies affiliated with or owned by such individuals.

Management's responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We understand that management will provide us with such information required for our audit, including a reasonably adjusted trial balance, and that management is responsible for the accuracy and completeness of that information. Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

We will advise management and the City Council about appropriate accounting principles and their application and may assist in the preparation of the City's financial statements, but the ultimate responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the City's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements, and the implications of such entries on the City's internal control over financial reporting. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these nonattest services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud, suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the conclusion of fieldwork.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we reported on the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no

later than the date the schedule of expenditures of federal awards is issued with our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that management believes the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the supplementary information in accordance with GAAP; (b) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

We are not hosts for any City information. Management is expected to retain all financial and non-financial information that management uploads to a portal (document sharing site), and management is responsible for downloading and retaining in a timely manner anything we upload. Portals are meant as a method only of transferring and sharing data, and are not intended for the storage of City information, which may be deleted at any time. Management is expected to maintain control over the City's accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of the City's data or records. Giving us access to the City's accounting system does not make us hosts of information contained within.

**Fees**

The estimated fee for the audit of the financial statements will be charged at rates commensurate with the value of our professional services rendered and are not expected to exceed $236,000 (which includes an additional $2,500 to present the City's financial statements in conformity with the Government Finance Officers Association (GFOA) criteria, plus out-of-pocket costs such as mileage, food and hotels for the staff assigned to the City's audit while they are on-site at the City performing the audit. Out-of-pocket expenses are not expected to exceed $10,000. The above fee includes a single audit with up to three major programs. If additional major programs are required to be tested in accordance with the Uniform Guidance, our fee will be increased by $7,500 for each major program in excess of three. Rehmann will notify City Council in writing as soon as practical after identification of the need for testing of additional major programs in accordance with the Uniform Guidance and in advance of incurring these fees. Since advanced preparation is essential to an efficient audit process, (as trying to audit a moving target is inherently difficult and costly), if the City does not have the necessary staff (either City employees or supplemental employees provided by outside contractors) to appropriately prepare for the audit there will be an additional fee of $41,200. Rehmann will notify City Council in writing explaining the additional fee as soon as practical after the identification of the problem and in advance of incurring the aforementioned fees. This additional fee is separate from any change orders that the City may approve for our assistance in preparing a reasonably adjusted trial balance.

If we are requested to perform any tasks outside the normal scope of an audit, we will discuss the related circumstances with City Council Finance Committee chair and arrive at a fee estimate for the additional requested assistance, at which time a change order will be prepared for Council's approval prior to Rehmann incurring additional cost. In these circumstances, we will issue a change order form (an attached example is provided) to document the agreement between the City and Rehmann.

Our invoices for these fees will be rendered each month as work progresses and are payable within 14 days of presentation.

The following items will be required of the City:

1. City finance staff will meet with Rehmann by September 3, 2021 to develop a mutually agreed upon milestone timeline for the entire audit process that will allow for the issuance of the City's reports no later than December 17, 2021.
2. Once this timeline is set, if the City is not able to meet certain milestones in the agreed upon timeline and the audit cannot be issued by December 17, 2021, then the audit will not be completed and issued until subsequent to December 31, 2021 (i.e., it is understood that Rehmann staff will be unavailable during the holidays (December 18-31).
3. The City will provide reasonably adjusted trial balances, schedule of expenditures of federal awards, general ledger detail and substantially all reconciled supporting documentation one week before the agreed upon fieldwork date.
4. The City staff (and outside contractors, if any) will be responsive to all audit requests and provide necessary information in a timely manner.

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the City's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-

time application of significant new professional accounting or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate. In these circumstances, we may also issue a request for a change order (an attached example change order form is provided.)

**Engagement Administration, and Other**

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with management the electronic submission and certification. If applicable, we will provide copies of our reports for the City to include with the reporting package the City will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Rehmann and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of Rehmann personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others within their respective organization, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our audit engagement and our responsibility as auditors ends on delivery of our audit report to the City Council at the Regular or Special City Council meeting. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

*Government Auditing Standards* require that we provide the City with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2020 peer review report accompanies this letter.

This engagement letter, including the attached Rehmann Audit Engagement Letter Terms and Conditions which are incorporated herein by reference as if set forth within the body of this engagement letter in their entirety, reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the City and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

We appreciate the opportunity to be of service to the City and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.

Rehmann Robson LLC

Doug Deeter, CPA – Principal
Executive responsible for supervising the
engagement and signing our report
Stephen Blann, CPA, CGFM - Principal

ACKNOWLEDGED AND ACCEPTED:

This letter correctly sets forth the understanding of ***City of Flint***.

_____
Officer Signature

_____
Kate Fields (Print Name)

_____
Flint City Council President

_____
Date

# Rehmann Audit Engagement Letter Terms and Conditions

**ADDITIONAL SERVICES** - The City may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a request for a change order (an attached change order form example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

**CODE OF CONDUCT** - Management is responsible for identifying any violations by employees of the City's code of conduct.

**CHANGES IN STANDARDS, LAWS AND REGULATIONS** - We perform services for the City based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The City can always obtain reassurance in this regard by contacting us for an updated review of the City's situation.

**MANAGEMENT'S REPRESENTATIONS** - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete, inconsistent, or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the City agrees that we shall not be responsible for any material misstatements in the City's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, inconsistent, or misleading representations that are made to us by management. In addition, the City further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management. In addition, the City further agrees to the extent permitted by law to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management.

**CLIENT ASSISTANCE** - We understand that the City's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the City's financial affairs.

**WORK SPACE** - The City shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

**TIMELY DECISIONS AND APPROVALS** - The City understands that Rehmann's performance is dependent on the City's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by City personnel.

**ACCURACY AND COMPLETENESS OF INFORMATION** - Management agrees to ensure that all information provided to us is accurate, complete, and consistent in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

**EMAIL** - The City acknowledges that (a) Rehmann, the City and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control. If information is sent in error by Rehmann, Rehmann will promptly notify the City and send an email to the recipient notifying recipient that the information was inadvertently sent, and request that recipient delete the contents of the email and to confirm deletion.

**OFFERS OF EMPLOYMENT** - Professional standards require us to be independent with respect to the City in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the City desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the City, a market-driven compensation placement fee may apply.

**ADDITIONAL FEES AND BILLING POLICIES** – It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the City. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the City has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of City personnel, as required, and that there is a reasonable continuity of City personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Additional fees will be subject to Flint City Council approval. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the City. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the City is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately, subject to Flint City Council approval. We will endeavor to advise the City of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the City's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The City will be obligated

to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

Rehmann charges a 3% convenience fee on credit card payments.

**CLAIMS** - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the City agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed in accordance with the statute of limitations, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

**TERMINATION OF SERVICES** - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The City is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the City's right to terminate our services at any time, and the City acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the first paragraph of the Audit Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the City seeks damages allegedly resulting from such resignation, our maximum liability to the City in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

**INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS** - If the City intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a CAFR), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the City agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet Web site, the City understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS** - If the City decides to include, publish or otherwise reproduce our audit report on the financial statements at a date subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering or other disclosure document such as a prospectus, official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances, the City agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the City's agent (such as an underwriter, bond counsel, placement agent, financial advisor, broker-dealer, etc.) requests our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the City wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

**INFORMAL ADVICE** - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

**THIRD PARTY PROCEEDINGS** - As a result of our prior or future services to the City, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the City as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request if the request is made by the City. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the City.

**PEER REVIEW** - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the City may be selected by the other firm for their review. If it is, the other firm is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the City reviewed by our peer reviewer, please notify us in writing.

**PROMOTIONAL MATERIALS** - The City consents to Rehmann's use of your City name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

**MEDIATION** - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. There shall be no cost shifting by the mediator. Each party shall be responsible for its own attorney fees.

**GOVERNING LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.

Rehmann

**EXAMPLE CHANGE ORDER**

Client: ***City t of Flint*** (the "City")

Date:

Project Description (and estimated completion date, if appropriate):

_____

_____

_____

_____

_____

Estimated Additional Fees: $_____

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated July 16, 2021. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management, subject to Flint City Council approval, agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the City's records. Thank you for letting us serve the City.

Agreed to and accepted:

_____
Officer Signature

_____
Printed Name

_____
Title

_____
Date

CliftonLarsonAllen LLP
CLAconnect.com

# REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

September 15, 2020

To the Principals of Rehmann Robson LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Rehmann Robson LLC (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, an audit performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Rehmann Robson LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Rehmann Robson LLC has received a peer review rating of *pass*.

CliftonLarsonAllen LLP

**CliftonLarsonAllen LLP**

City of Flint
439871

Rehmann

## E-Billing Enrollment/Confirmation

Timely and easy-to-access invoices and statements will now be emailed to you. Please provide your contact information below to start taking advantage of electronic invoicing and statements.

Primary Billing Contact: _____

Billing Phone Number: _____

Email Address: _____

Comments:

_____

_____

_____

If you are already taking advantage of e-Billing, we will confirm this information in our systems. Additionally, the billing contact will receive information on e-Payment options to simplify your accounts payable process.

RESOLUTION NO.: 210541

PRESENTED: NOV - 3 2021

ADOPTED:

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO DETROIT SALT COMPANY FOR BULK SALT**

The Finance Department- Division of Purchases and Supplies has received notification from Genesee County Road Commission, that the bulk salt cooperative agreement with Detroit Salt Co., 12841 Sanders St., Detroit MI has been negotiated for the City of Flint to procure bulk salt for winter maintenance.

Funding for said services are available in the following account for FY22 (07/01/21- 06/30/2022):

| Account Number | Account Name | Amount |
|---|---|---|
| 202-449.203-752.000 | SALT-MAJORS | $ 206,500.00 |
| 203-449.203-752.000 | SALT-LOCALS | $168,500.00 |
| | **FY22 GRAND TOTAL** | **$375,000.00** |

IT IS RESOLVED, that the Proper City Officials, are hereby authorized to issue a purchase order to Detroit Salt Company for bulk salt FY22 (07/01/21 – 06/30/22) in an amount not-to-exceed $375,000.00.

**APPROVED AS TO FORM:**

Angela Wheeler (Oct 27, 2021 14:03 EDT)

**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Robert J. F. Widigan

**Robert Widigan, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS

CLYDE D EDWARDS (Oct 27, 2021 14:26 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**Kate Fields, City Council President**

**APPROVED AS TO PURCHASING:**

Lauren Rowley

**Lauren Rowley**
**Purchasing Manager**

# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

***TODAY'S DATE:*** *September 24, 2021*

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Rock salt for roadways

**PREPARED BY** Kathryn Neumann for John H. Daly, III

**VENDOR NAME:** Detroit Salt

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The purchase of road salt for the FY22 winter season is necessary in the winter months to maintain a safe and hazard free driving surface. The City purchases salt through a cooperative bid with the Genesee County Road Commission.

**FINANCIAL IMPLICATIONS:** There is money in the accounts listed below

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

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| 202 | Major Street Fund | 449.203-752.000 | | $206,500.00 |
| 203 | Local Street Fund | 449.203-752.000 | | $168,500.00 |
| | | **FY20 GRAND TOTAL** | | **$375,000.00** |

**PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO:** 210004444

**ACCOUNTING APPROVAL:** Kirstie Troup
Kirstie Troup | Sep 24, 2021 11:06 EDT | **Date:** _____

**WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒**
*(If yes, please indicate how many years for the contract)* YEARS

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

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

**DEPARTMENT HEAD SIGNATURE:** John H. Daly III
John H. Daly III | Sep 24, 2021 11:11 EDT
*(John H. Daly, III, Director of Transportation)*

# GENESEE COUNTY ROAD COMMISSION
## PURCHASING OFFICE

**April 6, 2021**

**City of Flint**
1101 S. Saginaw Street, Room #304
Flint, MI 48502

Subject: **2021-2022 - Winter Season—Item #32--Bulk Rock Salt**

Dr. John Daly:

This correspondence is to inform you that the Genesee County Road Commission Board of Commissioners approved the 2021-2022 Winter Season—Bulk Rock Salt Bid to the following company:

**Detroit Salt Company**
12841 Sanders Street
Detroit, MI 48217
Phone: (313) 841-5144

Due to the partnering/business relationship with the Genesee County Road Commission and the agencies that piggyback from our contract, Detroit Salt Company/CEO and the GCRC Purchasing negotiated the unit price of $62.66/ton for the 2021-2022 Budget Year.

Each agency that is cooperatively purchasing from our salt bid will be responsible for ordering their salt separately. Salt will be ordered on an as needed basis.

Your projected usage of Salt for the 2021-2022 Winter Season is **8,000 tons.**

I would like to reiterate that you will be dealing directly with the vendor for ordering and invoicing of your salt.

If you have any questions, please contact me at (810) 767-4920, ext. 271 or email: sjaeger@gcrc.org.

Sincerely,

Stephanie Jaeger

**Stephanie Jaeger**
**Purchasing Administrator**

RESOLUTION NO.: 210542

PRESENTED: NOV - 3 2021

ADOPTED:

PROPOSAL# 25-MI-210917

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO GARLAND/DBS, INC. FOR ROOF REPLACEMENT AT CITY HALL SOUTH BUILDING**

On October 7, 2021, The Facilities Maintenance Department submitted to the Purchasing Department, a cooperative bid that was administered by Garland/DBS, Inc. through a Master Intergovernmental Cooperative Purchasing Agreement (MICPA/OMNIA) for a roof replacement for the South Building at City Hall. The roof is in dire need of repair, as not doing so could potentially cause danger to citizens and employees.

WHEREAS, Lutz Roofing Co. was the lowest bidder from the (4) solicitations received. Funding for said services are budgeted, and will come from the following account:

| Account Number | Account Name | Amount |
|---|---|---|
| 402-753.200-976.000 | Public Improvement Fund | $ 254,991.00 |
| | | |
| | **FY22 GRAND TOTAL** | **$254,991.00** |

IT IS RESOLVED, that the Appropriate City Officials are to do all things necessary to enter into a contract with Garland/DBS, Inc. for roof replacement at the South Building at City Hall, in an amount not-to-exceed $254,991.00 for the FY22 (07/01/21-06/30/22).

**APPROVED AS TO FORM:**

Angela Wheeler (Oct 26, 2021 12:07 EDT)

**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Robert J. F. Widigan

**Robert Widigan, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS

CLYDE D EDWARDS (Oct 26, 2021 12:24 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**Kate Fields, City Council President**

**APPROVED AS TO PURCHASING:**

Lauren Rowley

**Lauren Rowley**
**Purchasing Manager**

# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

***TODAY'S DATE:*** *October 26, 2021*

**BID/PROPOSAL#** Cooperative purchasing contract MICPA

**AGENDA ITEM TITLE:** Roof replacement on the South Building at City Hall

**PREPARED BY** Kathryn Neumann for Lee Osborne, Facilities Maintenance Operations Manager

**VENDOR NAME:** Garland/DBS, Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The purpose of this resolution is to award a contract to Garland/DBS, Inc. for the replacement of a roof located on the South Building at City Hall. These roofs have needed replacement for several years. Garland/DBS, Inc. solicited bids through the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) and Lutz Roofing Co., Inc. was the lowest bidder from four solicitations.

**FINANCIAL IMPLICATIONS:** There is money in the account listed below.

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

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| 402 | Public Improvement Fund | 753.200-976.000 | | $254,991.00 |
| | | | | |
| | | **FY20 GRAND TOTAL** | | **$ 254,991.00** |

**PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO:** 220005106

**ACCOUNTING APPROVAL:** Jennifer Ryan **Date:** _____

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

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

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

**DEPARTMENT HEAD SIGNATURE:** lee osborne

*(Lee Osborne, Facilities Maintenance Operations Manager)*

since 1895

# THE GARLAND COMPANY, INC.

***PERFORMANCE ROOFING AND FLOORING SYSTEMS***

3800 EAST 91 STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

10-10-21

Lee Osborne
City of Flint
1101 Saginaw St.
Flint, MI 48502

Mr. Lee Osborne,

The City's Roofing assets are routinely inspected to establish a priority list for future capital funding and required scopes of work. Over the past decade, multiple older roofing assets have successfully been replaced throughout the City of Flint. Recent investigations revealed significant deterioration of the roofing components on the South Building housing the Development, Planning, Design and various other city run entities. Due to the condition and design of the previously installed roof, full replacement is the only option. Technical specifications based on design constrains, environment, roof access and longevity were established to generate a base-line for new roof installation; ensuring consistent bid quality and raising standards to current building code where possible. Pre-qualified roofing contractors were contacted for interest and a pre-bid has been completed for competitive bidding.

**Bid Results**

The project-specific Bid Set including scope of work, technical specifications, construction details and detailed installation instructions for competitive bids was provided to the roofing contractors. Each of the responsive bids received were from reputable roofing firms who have demonstrated the capability and capacity of completing the scope of work in a safe and timely manner. We recommend proceeding with the award to low responsive bidder, Lutz Roofing, for the South Building Roof Replacement Project with the low responsive bid of $249,991. (Utilizing the largest Public Purchasing Co-Op, Omnia Partners, resulted in additional discounts for the City of Flint.)

| Lutz Roofing | Royal Roofing | National Roofing | T.F. Beck |
|---|---|---|---|
| $249,991 | $290,888 | $375,358 | $501,529 |

Over the past six months, we've noticed the pandemic creating inconsistent bid results and uncertainty in the construction industry. This uncertainty along with contractor back-log, material cost increases and extremely long material lead-times, has resulted in the need for most municipalities to secure contractor scheduling six to twelve months ahead of the project start date. Since Lutz's responsive bid is significant more economical than other responsive bids, we recommend providing the contractor with a formal acceptance at this time, even though the work shall not be completed until the Spring/Summer of 2022. Providing acceptance now eliminates additional material cost increases set for 2022 (anticipated at $50,000+ specific to this project) and establishes a project time-line to allow contractors to secure material lead-times which have increased to six months or more. Delaying acceptance will prevent this project from completion in the 2022 calendar year and create potential safety concerns for building occupants.

Should you have any additional questions, please do not hesitate to call us directly.

Sincerely, your Garland Team,

Brad Konvolinka
The Garland Company, Inc.

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

# ROOFING MATERIAL AND SERVICES PROPOSAL

**City of Flint**
**Flint City Hall**
**1101 Saginaw St**
**Flint, MI 48503**

**Date Submitted: 10/07/2021**
**Proposal #: 25-MI-210917**
**MICPA # PW1925**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

**Scope of Work: Base Bid - City Hall South Building (Section A, A2 & B)**

1. Remove ballasted EPDM roof and insulation down to existing vapor barrier.
2. Repair vapor barrier and/or concrete at provided line-item costs as needed. Approval from owner required prior to the acceptance of all change orders.
3. Remove debris and ensure surface is dry; apply asphaltic roof primer to deck at specified rate.
4. Install two layers of 2.6" polyisocyanurate insulation in hot asphalt, staggering joints throughout.
5. Install wood nailer at perimeter to meet new roof line at fastener pattern provided.
6. Install 1/4:12 tapered polyisocyanruate insulation around perimeter of roof extending 4' onto the field.
7. Install 1/2:12 slope tapered saddles between drain sumps.
8. Attach a ½" pre-primed recovery board in insulation adhesive.
9. Install fiberglass reinforced SBS modified base sheet specified in hot asphalt. Base sheet to be installed in a shingle fashion starting at the low point.
10. Install fiberglass/polyester reinforced SBS modified smooth cap sheet specified in hot asphalt.
11. Using a notched squeegee, apply cold-process, polymer modified flood-coat at specified rate and immediately broadcast pea gravel per specifications.

12. Flashing to be comprised of fiberglass reinforced SBS modified base and fiberglass/polyester reinforced SBS modified mineral cap sheet installed in trowel-grade flashing adhesive.
13. Sump all drains at 8' diameter using ¼ : 12 slope; install new pans and gravel stop.
14. New edge metal to be fabricated and installed per wind up-lift calculations and local code.
15. Apply two coats of aluminized surface protection to all exposed flashings, drain assemblies and rooftop penetrations.
16. Replace (16) existing pipe supports with composite supports; secure to electrical conduit.
17. Furnish and install new roof hatch to replace existing.
18. Charcoal filters are to be used at all roof penetrations throughout the installation process. HVAC units and intakes nearest the working area should be powered down during the day.
19. All Sections: Clean up all debris and/or damage done to grounds, building and roof top (if any). Contractor is responsible for any clean up and cost accrued.
20. Contractor to provide a written (2) year workmanship warranty to manufacturer. The manufacturer is to provide a single (30) year warranty directly to the City of Flint which includes materials and labor.

## Attachment C: Bid Form - Line Item Pricing Breakdown

| Item # | Item Description | Unit Price | Quantity | Unit | Extended Price |
|---|---|---|---|---|---|
| 2.16 | Tear-off & Dispose of Debris: SYSTEM TYPE Ballasted Single-Ply W/ Insulation - Concrete Deck | $ 2.58 | 9,150 | SF | $ 23,607 |
| 6.10.01 | Roof Deck and Insulation Option: CONCRETE ROOF DECK - COLD PROCESS APPLICATION INSULATION OPTION: Adhere Polyisocyanurate in Insulation Adhesive / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements | $ 4.78 | 9,150 | SF | $ 43,737 |
| 12.01.02 | 2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile | $ 3.18 | 9,150 | SF | $ 29,097 |

| | | | | | |
|---|---|---|---|---|---|
| 12.07.02 | 2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt, Flood Coat & Aggregate in Hot Modified Coal Tar Pitch: ROOFING MEMBRANE & COATING OPTION ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile, Flood Coat in Modified Hot Coal Tar Pitch With 2000% Elongation | $ 7.80 | 9,150 | SF | $ 71,370 |
| 12.07.06 | 2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt, Flood Coat & Aggregate in Hot Modified Coal Tar Pitch: COATING OPTION: Add/Deduct for Installing Flood Coat in Cold Process Coal Tar Pitch | $ (0.68) | 9,150 | SF | $ (6,222) |
| 20.01.02 | NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile | $ 14.00 | 1,000 | SF | $ 14,000 |
| 20.01.11 | NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application | $ 6.50 | 1,000 | SF | $ 6,500 |
| 5.10 | Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified | $ 1.80 | 1,000 | SF | $ 1,800 |
| | Metal Stretch-Out: 24 Gauge Kynar Gravel Stop with Four (4) Bends | $ 13.27 | 520 | LF | $ 6,900 |
| | Metal Stretch-Out: 24 Gauge Kynar Drip Edge with Three (3) Bends | $ 12.02 | 80 | LF | $ 962 |

| | | | | | |
|---|---|---|---|---|---|
| | Metal Stretch-Out: 24 Gauge Kynar Fascia with Two (2) Bends | $ 12.47 | 120 | LF | $ 1,496 |
| | **Sub Total Prior to Multipliers** | | | | **$ 193,247** |
| 22.08 | MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES<br>Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc. | 18 | $ 193,247 | % | $ 34,785 |
| 22.20 | MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF<br>Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs | 15 | $ 193,247 | % | $ 28,987 |
| | **Total After Multipliers** | | | | **$ 257,019** |

**Base Bid Total Maximum Price of Line Items under the MICPA: $ 257,019**

**Proposal Price Based Upon Market Experience: $ 249,991**

**Garland/DBS Price Based Upon Local Market Competition:**

| | | |
|---|---|---|
| **Lutz Roofing Co., Inc.** | **$** | **249,991** |
| **Royal Roofing Co., Inc.** | **$** | **290,888** |
| **National Roofing & Sheet Metal Co., Inc.** | **$** | **375,358** |
| **T.F. Beck Roofing & Sheet Metal** | **$** | **501,529** |

**Unforeseen Site Conditions:**

| | | | |
|---|---|---|---|
| Roof Hatch | $ | 1,425.00 | Each |
| Drain Replacement | $ | 2,109.00 | Each |

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

RESOLUTION NO.: 210543

PRESENTED: NOV - 3 2021

ADOPTED:

BY THE CITY ADMINISTRATOR:

RESOLUTION TO FLOCK SAFETY FOR PUBLIC SAFETY SURVEILLANCE CAMERAS

In May, 2021, the Police Department purchased the use of Public Safety Surveillance cameras in the amount of $68,750.00 from Flock Safety, Inc., PO Box 207576, Dallas, Texas.

The Police Chief is requesting the purchase of additional cameras as part of phase II in the amount of $98,750.00. This additional purchase will also include footage retention and be integrated with "Shot spotter technology". Funding for said services will come from the following account:

| | | |
|---|---|---|
| 101-315.100-801.000 | FY-22 General Fund | $98,750.00 |

**IT IS RESOLVED,** that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to Flock Safety, Inc., for the use of additional cameras and footage retention as part of Phase II, in an amount not to exceed $98,750.00 in FY-22 and an aggregate amount of $167,500.00.

APPROVED PURCHASING DEPT:

Lauren Rowley

Lauren Rowley
Purchasing Manager

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J.F. Widigan
Interim Chief Finance Officer

APPROVED AS TO FORM:

Angela Wheeler (Oct 25, 2021 12:09 EDT)

Angela Wheeler, Chief Legal Officer

Clyde D. Edwards

Clyde D. Edwards (Oct 25, 2021 18:15 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

Kate Fields, Council President

# CITY OF FLINT

## STAFF REVIEW FORM

***TODAY'S DATE:*** *10/18/2021*

**BID/PROPOSAL#:**

**AGENDA ITEM TITLE:** Flock Safety – Camera's and Software – phase II

**PREPARED BY:** Rick Johnson, Police Department

**VENDOR NAME:** Flock Safety Services

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Police Department is requesting approval to enter into a contract with Flock Safety Services to acquire the use of their cameras and software. This system is a Public Safety Surveillance system. Upon detection, Flock services creates an image and recording of the crime and can provide notifications to the Agency. The Police Department can create, view, search and archive footage and receive notifications. This system will be a great tool for investigations. This is the second phase of our Camera project and would like to add an additional 37 Cameras. Flock Safety is a sole source.

**FINANCIAL IMPLICATIONS:** None

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

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| Police | Professional Services | 101-315.100-801.000 | | 98,750.00 |
| | | **FY22 GRAND TOTAL** | | **$98,750.00** |

**PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO:** 210005109

**ACCOUNTING APPROVAL:** Rick Johnson (Oct 18, 2021 13:42 EDT) **Date:** _____

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

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

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

**DEPARTMENT HEAD SIGNATURE:** TERENCE GREEN (Oct 18, 2021 21:46 EDT)

*Terence Green, Chief of Police*

*Author: JMcClane-2020*

flock safety

**Sole Source Letter for Flock Safety ALPR Cameras and Solution**

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

**The Flock Safety ALPR camera is the only Law Enforcement Grade ALPR System to offer the following combination of features:**

- Machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, and vehicle make
- Machine vision to capture and identify characteristics of vehicles with a paper license plates and vehicles with the absence of a license plate
- Ability to capture two (2) lanes of traffic simultaneously with a single camera from a vertical mass
- Wireless deployment of license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Privacy controls to enable certain vehicles to "opt-out" of being captured on film
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues
- Covert industrial design for minimizing visual pollution

Thank you,

Garrett Langley
CEO, Flock Safety

flock safety

# FLOCK GROUP INC.
# ADDITIONAL SERVICES AGREEMENT

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: Flint Police Department
Address: 1101 S. Saginaw Street
Flint, MI 48502

Contact Name: Chief Terrence Green
Phone: 810-766-7015
E-Mail: tgreen@cityofflint.com

Initial Term: [24 months]
Renewal Term: 24 Months

Billing Term: Annual payment due Net 30 per terms and conditions

| Name | Price | QTY | Subtotal |
|---|---|---|---|
| **(Includes one-time fees)** | | | |
| Flock Falcon Camera | $2,500.00 | 25 | $62,500.00 |
| Implementation Fee (Public) | $250.00 | 25 | $6,250.00 |
| | | Year 1 Total | **$68,750.00** |
| | | Recurring Total: | $62,500 |

Special terms:

- In the event of a lost, stolen, or damaged camera, Flock Safety will replace the first camera free.

Flock Group Inc.
Today's Date - May 17, 2021
This proposal expires in 30 days.

Order Form
[Name]

0064v00001rJKIAAAW

flock safety

# FLOCK GROUP INC.
# SERVICES AGREEMENT
# ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**" ) The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: Flint

Address: 1101 S. Saginaw Street
Flint, MI 48502

Contact Name: Chief Terrence Green

Phone: 810-766-7015

E-Mail: tgreen@cityofflint.com

Expected Payment Method:

Billing Contact:
(if different than above)

Initial Term: 24 Months
Renewal Term: 24 Months

Billing Term: Annual payment due Net 30 per terms and conditions

| Name | Price | QTY | Subtotal |
|---|---|---|---|
| **(Includes one-time fees)** | | | |
| Flock Falcon Camera | $2,500.00 | 12 | $30,000.00 |
| Implementation Fee (Public) | $0.00 | 12 | $0.00 |
| | | Year 1 Total | **$30,000.00** |

Flock Group Inc.
Today's Date - Sep 17, 2021
This proposal expires in 30 days.

Order Form
[Name]

0064v00001sQ9FfAAK

RESOLUTION NO.: 210544

PRESENTED: NOV - 3 2021

ADOPTED:

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO HURLEY MEDICAL CENTER FOR EMPLOYEE OCCUPATIONAL SERVICES**

The City of Flint utilizes Hurley Medical Center for Occupational health services pertinent to the pre-employment health testing for City of Flint Employees.

Whereas, Hurley Medical Center conducts covid screenings, health physicals, drug and other extensive health testing, required to gain employment with the City. With COVID 19 remaining a health issue of concern in FY22, the continuation of the administration of these occupational health services and screenings with Hurley Medical Center is necessary.

Whereas, The Department of Human Resources is requesting a Purchase Order For Hurley Medical Center for FY22 (07/01/21-06/30/22) to come from the following account:

| Account Number | Account Name | Amount |
|---|---|---|
| 627-270.300-835.000 | Occupational Health Services | $ 80,000.00 |
| | **FY22 GRAND TOTAL** | **$80,000.00** |

IT IS RESOLVED, that the Proper City Officials are to do all things necessary to issue a Purchase Order to Hurley Medical Center in the amount not-to-exceed $80,000.00 for the FY22 (07/01/21-06/30/22).

**APPROVED AS TO FORM:**

Angela Wheeler (Oct 27, 2021 16:16 EDT)

**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Robert F. Widigan

**Robert Widigan, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS

CLYDE D EDWARDS (Oct 27, 2021 17:01 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**Kate Fields, City Council President**

**APPROVED AS TO PURCHASING:**

Lauren Rowley

**Lauren Rowley**
**Purchasing Manager**

# CITY OF FLINT

## STAFF REVIEW FORM

***TODAY'S DATE:*** *8/12/2021*

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

**AGENDA ITEM TITLE:** RESOULTION AUTHORIZING PAYMENTS TO HURLEY OCCUPATIONAL HEALTH OCCUPATIONAL HEALTH SERVICES

**PREPARED BY:** Tia M. Lewis, Human Resources & Labor Relations Department.
***(Please type name and Department)***

**VENDOR NAME:** Hurley Medical Center

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Unforeseen Covid-19 testing for all new hires and current employees. Additional hiring of Police Officers/Firefighters that require extensive pre-employment testing.

dollar amounts are done continuously and then invoiced.

**FINANCIAL IMPLICATIONS:** Without performing these services the City of Flint could be subjected to fines, penalties and or litigation.

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

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| Personnel 270.300 | Health Services | 627-270.300-835.000 | | $80,000 |
| | | | | |
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*Author: JMcClane-2020*

# CITY OF FLINT

| | | FY22 GRAND TOTAL | |
|---|---|---|---|

**PRE-ENCUMBERED?** **YES** ☒ **NO** ☐ **REQUISITION NO:** 22004892

ACCOUNTING APPROVAL: _____ **Date:** _____

**WILL YOUR DEPARTMENT NEED A CONTRACT?** **YES** ☐ **NO** ☒
*(If yes, please indicate how many years for the contract)* YEARS

**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** Est: $80,000- dollar amounts are done continuously and then invoiced.

**BUDGET YEAR 2 Est**:

**BUDGET YEAR 3 Est**:

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

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

**DEPARTMENT HEAD SIGNATURE:** Eddie Smith (Oct 14, 2021 11:54 EDT) 10/14/2021
*(PLEASE TYPE NAME, TITLE)*

## DEPARTMENT HEAD MUST SIGN

*Author: JMcClane-2020*

NEW

Any need for EDITS of this material must be directed to Cindy Sanders, Occupational Health Coordinator, Hurley Health Services PH: 810-262-2184 or Email: [illegible]

# Occupational Health Services Pricing

| Service Description | Price |
|---|---|
| **Physicals:** | |
| Pre-Employment Physical Exam (Includes Standard Vision test & U/A Dip) | 40.00 |
| Pre-Employment Physical Exam (Includes Standard Vision test & U/A Dip) NON-Profile or Self Pay Patients | 50.00 |
| DOT Physical Exam (Includes Titmus Vision and U/A Dip) | 75.00 |
| Firefighter Physical Exam | 40.00 |
| MCOLES: Police officer New Hire Physical Exam | 683.00 |
| MCOLES: Pre Academy Cadet Physical Exam | 145.00 |
| MCOLES: Pre-Enrollment Fitness Exam | 45.00 |
| Essential Job Functions Testing | 30.00 |
| Expanded Essential Job Functions Testing | 50.00 |
| Return to Duty Physical- Profile | 40.00 |
| Return to Duty Physical- No Profile | 50.00 |
| Agriculture Physical Examination | 65.00 |
| **Vision Screening:** | |
| Vision: Snellen (Performed apart from Physical Exam) – CHART | 10.00 |
| Vision: Titmus (Performed apart from Physical Exam) – MACHINE | 20.00 |
| Vision: Ishihara (Performed apart from Physical Exam) – COLOR | 15.00 |
| Vision: Jaeger (near vision exam) (Performed apart from Physical Exam) | 15.00 |
| **Drug & Alcohol Testing:** | |
| Alcohol (Breath or saliva Test) | 30.00 |
| Breath alcohol test – DOT | 30.00 |
| Breath alcohol confirmation | 20.00 |
| DOT Drug Screen – 5 Panel Send Out | 55.00 |
| Alcohol, serum (blood draw) | 20.00 |
| Drug Screen, serum (blood draw) 10 panel | 120.00 |
| Urinalysis (dip) (Performed apart from Physical Exam) | 12.00 |
| Urinalysis (Micro) | 15.00 |
| *Urine Drug Screen – 4 panel | 40.00 |
| *Urine Drug Screen – 6 panel (MCOLES) | 40.00 |
| *Urine Drug Screen – 5 panel (Confirmed Analytical test-Non Federal) | 40.00 |
| *Urine Drug Screen – 10 panel (Confirmed Analytical test-Non Federal) | 45.00 |
| *Urine Drug Screen - 5 panel w/ Synthetic THC | 50.00 |
| *Urine Drug Screen - 10 panel w/ Synthetic THC | 55.00 |
| Urine Drug Screen – Rapid Test 6-panel | 20.00 |
| Urine Drug Screen – Rapid Test 12-panel | 25.00 |
| Urine Drug Screen – Rapid Nicotine | 40.00 |
| Urine Drug Screen – "*Collect Only*" (via Employer's pre-printed c-o-c form) | 25.00 |
| Drug Screen – Oral Fluid 5 panel (Oral Swab) | 40.00 |
| Drug Screen – Oral Fluid 6 panel (Oral Swab) | 45.00 |

| | | |
|---|---|---|
| Drug Screen – Oral Fluid 9 panel (Oral Swab) | | 45.00 |
| Hair Follicle test, "Collect Only" (via Employer's pre-printed c-o-c form) | | 25.00 |
| ***Hair Follicle test- 4-Panel using Hurley Health Services account | | 56.00 |
| ***Hair Follicle test- 5-Panel using Hurley Health Services account | | 56.00 |
| ***Hair Follicle test- 10-Panel using Hurley Health Services account | | 95.00 |
| Observation Of Urine Drug Screen collection – **MUST BE SCHEDULED IN ADVANCE** | | 45.00 |
| **X-Rays:** | | |
| X-ray, Lumbar Spine (partial) | | 68.00 |
| X-ray, Chest (1- view) | | 68.00 |
| X-ray, Chest (2-view) | | 68.00 |
| **Blood Sugar and EKG:** | | |
| Finger Stick Glucose | | 12.00 |
| Electrocardiogram (EKG) | | 30.00 |
| **Immunizations:** | | |
| Hepatitis A | Each Immunization (serum + administration) | 79.50 |
| Hepatitis B | Each Immunization (serum + administration) | 67.00 |
| Typhoid Injection | Each Immunization (serum + administration) | 100.00 |
| Polio Injection | Each Immunization (serum + administration) | 40.00 |
| Pneumonia | Each Immunization (serum + administration) | 91.00 |
| Tdap, Dtap, | Each Immunization (serum + administration) | 43.00 |
| Tetanus | Each Immunization (serum + administration) | 25.00 |
| MMR (Measles, German Measles, Mumps<br>Each Immunization (serum + administration) | | 68.00 |
| Chicken pox (Varicella) | Each Immunization (serum + administration) | 40.25 |
| Flu vaccine | Each Immunization (serum + administration) | 20.00 |
| **Lab Testing:** | | |
| Lab Draw - Venipuncture | | 28.00 |
| Titer – Hepatitis A | (Verifies immune status) | 67.00 |
| Titer – Hepatitis B | (Verifies immune status) | 67.00 |
| Titer – Hepatitis C | (Verifies immune status) | 67.00 |
| Titer – Mumps | (Verifies immune status) | 67.00 |
| Titer – Measles (Rubeola) | (Verifies immune status) | 45.00 |
| Titer – German Measles (Rubella) | (Verifies immune status) | 42.00 |
| Titer – Chicken pox (Varicella) | (Verifies immune status) | 45.00 |
| Complete Metabolic Profile (lab) | | 17.00 |
| Chem 23 Panel – HazMat | | 25.90 |
| Complete Blood Count with Differential & Platelets | | 23.00 |
| Complete Blood Count | | 21.22 |
| ZPP Panel (Zinc+Lead) | | 45.00 |
| Lipid Panel | | 25.00 |
| HCVQNT: HCV viral load | | 85.00 |
| HIV | | 55.00 |
| Rapid HIV | | 25.00 |
| SGPT | | 10.00 |
| LIVERS | | 10.00 |
| BMP: basic metabolic panel | | 14.00 |

| | |
|---|---|
| Urine pregnancy test | 11.00 |
| Serum pregnancy test | 23.00 |
| TB test – Mantoux PPD skin test | 17.00 |
| TB/PPD Skin Test Read | N/C |
| TB Risk Assmt Quest/Certif | 0.00 |
| TB QuantiFERON Gold | 59.00 |
| **Respirator Fit Testing:** | |
| NOAA OSHA Respirator Medical Eval Questionnaire | 12.00 |
| Respiratory Fit Test | 35.00 |
| **Hearing Testing:** | |
| Audiology – (Durand, Grand Blanc, Hurley & Lapeer Urgent Care) | 20.00 |
| Audiology with Voice - (Durand, Grand Blanc, Hurley & Lapeer Urgent Care) | 25.00 |
| **PFT Testing:** | |
| Spirometry / Pulmonary Function Test | 43.00 |
| Body Fluid Exposure | 0.00 |
| **On-Site Service Fees:** | |
| On-site service – Travel Fee, up to 25 miles | 25.00 |
| On-site service – Travel Fee, 26-50 miles | 50.00 |
| On-site service – Travel Fee, 51-75 miles | 75.00 |
| On-site service – Travel Fee, 76-100 miles | 100.00 |
| On-site service – Flu shots | Varies |

* **Send out urine drug screen panels 4, 5, 6 & 10** will be billed an additional MRO review fee of $17 for each positive result reviewed.

**Rapid 6, Rapid 11 & Rapid 12 Panel drug screens** will be billed an additional MRO review fee of $25 with send out for confirmation and $17 for each positive reviewed.

*** **Hair Follicle Test 4, 5 and 10 Panel** will be billed an additional $27 for each positive result reviewed.

NOTE:

**Workers' Compensation:** All injury care charges for Initial treatment and follow-up visits are in accordance with the standard Michigan Work Comp Fee Schedule and will be invoiced to your **Occupational Health:** Payments for screening & ancillary charges are to be paid at the full rate shown above.

**Phone calls regarding billing & insurance questions** will be referred to our billing staff or their voicemail at 810-262-2160, Monday through Friday from 8 am until 4 pm.

**Payments/Checks** for services performed at all Hurley Urgent Care Centers should be made payable to *"Hurley Health Services."* Mail to: *Hurley Health Services* Attn: Occupational Health Services, PO Box 20, Flint, MI 48501. Payments are also accepted at the clinics.

*COVID TEST COST: $ 185.00

RESOLUTION NO.: 210545

PRESENTED: NOV - 3 2021

ADOPTED:

**RESOLUTION AUTHORIZING FY2021/FY2022 QUARTERLY (Q1) BUDGET AMENDMENT**

**BY THE MAYOR:**

**WHEREAS**, the City of Flint's operating budget is monitored on an ongoing basis by the Finance Department and City department heads and changes to an approved operating budget are required from time to time; and

**WHEREAS**, the Department of Finance is recommending certain fiscal appropriation amendments to the 2021/2022 City of Flint operating budget as follows in accordance with State Public Act 2 of 1968 as amended.

| Fund | Amended FY 2021/22 Budget | Proposed Amendments through 09/30/2021 | Proposed Amended FY 2021/22 Budget |
|---|---|---|---|
| General Fund (101) **Expenditures** | 71,498,482.00 | 57,606.00 | 71,556,088.00 |
| DPW/WWTP (591) **Expenditures** | 38,210,315.00 | 444,000.00 | 38,654,315.00 |
| Information Technology (636) **Expenditures** | 5,132,156.00 | 240,000.00 | 5,372,156.00 |
| Fleet Services (661) **Expenditures** | 8,217,791.00 | 257,686.00 | 8,475,477.00 |

**BE IT RESOLVED**, that the appropriate officials are hereby authorized to do all things necessary to incorporate the approved appropriation changes into the 2021/2022 operating budget of the City of Flint.

**APPROVED AS TO FORM:**

Angela Wheeler (Oct 28, 2021 14:29 EDT)

**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Robert J.F. Widigan

Robert J.F. Widigan (Oct 28, 2021 13:52 EDT)

**Robert Widigan, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

**Mayor Sheldon A. Neeley**

**APPROVED BY CITY COUNCIL:**

**Kate Fields, Council President**

# CITY OF FLINT

## STAFF REVIEW FORM

***TODAY'S DATE:*** *October 26, 2021*

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Budget Amendment Finance/Customer Service

**PREPARED BY:** AmandaTrujillo, Treasurer

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

First Quarter Budget Amendment is needed for increase in cost for income tax collection and processing.

**FINANCIAL IMPLICATIONS:**

**BUDGETED EXPENDITURE? YES** ☐ **NO** X☐ **IF NO, PLEASE EXPLAIN:** Due to insufficient funding expenditures cannot be budgeted.

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| 101 | Professional Services | 101-253.201-801.000 | | $57,606.00 |
| | | | | |
| | | **FY21/22 GRAND TOTAL** | | |

**PRE-ENCUMBERED? YES** ☐ **NO** X☐ **REQUISITION NO:**

**ACCOUNTING APPROVAL:** _____ **Date:** 10/26/21

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

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

**DEPARTMENT HEAD SIGNATURE:** Amanda Trujillo

# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

***TODAY'S DATE:*** *October 12, 2021*

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Budget Amendment DPW/Utilities-Water Plant

**PREPARED BY:** Yolanda Gray, Department of Public Works Accounting Supervisor

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

First quarter budget amendment to request additional funding for DPW/Utilities Water Plant accounts in order to cover all necessary requisitions currently on hold in the purchase order system and to complete work agreements with the State of Michigan /EGLE. Due to insufficient funding for the current FY22 the Water Plant and Utilities Administration can't encumber funds for upcoming professional services, water plant operations and lab contract services, fencing for dams, rentals for back-up generators and repairs/maintenance; which are mandated by EGLE and support the City of Flint's reservoirs and pump stations.

**FINANCIAL IMPLICATIONS:**

**BUDGETED EXPENDITURE? YES NO ☒ IF NO, PLEASE EXPLAIN:** Due to insufficient funding expenditures can't be budgeted.

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| 591 | Professional Services | 591-536.100-801.000 | | $ 30,000.00 |
| 591 | Repairs and Maintenance | 591-545.201-930.000 | | $100,000.00 |
| 591 | Rentals | 591-545.201-940.000 | | $114,000.00 |
| 591 | Professional Services | 591-545.200-801.000 | | $200,000.00 |
| | | **FY22 GRAND TOTAL** | | **$444,000.00** |

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

**ACCOUNTING APPROVAL:** Yolanda Gray **Date:** 10-12-21

**WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒**
*(If yes, please indicate how many years for the contract)* YEARS

©Joyce McClane –COF 02-01 20

# CITY OF FLINT

**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:** _____

*(PLEASE TYPE NAME, TITLE)*

# CITY OF FLINT

## STAFF REVIEW FORM

***TODAY'S DATE:*** *10/25/2021*

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Budget Amendment for Information Technology

**PREPARED BY** **Jeff Keen, IT**
***(Please type name and Department)***

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

First quarter budget amendment to request the transfer of funds from the IT Fund Balance to the funds listed below. The funds for Wages are necessary to cover the transfer of the GIS Administrator position back into IT, the hiring of a GIS Technician, as well as raises for all IT personnel, except for the Director. The funds for Computer Software are needed because we had an increase in a couple of our software licenses, Google and Adobe. Because of these increases, the additional funds will be needed to renew our Microsoft and BSA licenses and support.

**FINANCIAL IMPLICATIONS:**

**BUDGETED EXPENDITURE? YES** ☐ **NO** ☒ **IF NO, PLEASE EXPLAIN:** Due to insufficient funding expenditures can't be budgeted.

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| 636 | Wages-Full time (Non-exempt) | 636-228.100-702.000 | | $190,000.00 |
| 636 | Computer Software | 636-228.100-814.600 | | $50,000.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | **FY21 GRAND TOTAL** | | $240,000.00 |

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

**ACCOUNTING APPROVAL:** _____ **Date:** _____

*Author: JMcClane-2020*

# CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☑
*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (T*his 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:** Jeffrey D. Keen, IT Director
*(PLEASE TYPE NAME, TITLE)*

## DEPARTMENT HEAD MUST SIGN

*Author: JMcClane-2020*

# CITY OF FLINT

## STAFF REVIEW FORM

***TODAY'S DATE:*** *10/13/2021*

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Budget Amendment – Equipment

**PREPARED BY Aaron Cottrell, Fleet Services**
***(Please type name and Department)***

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting $57,686.00 from the Fleet/Central Garage fund balance to cover FY22 expenses to be incurred with the purchase of new equipment and trailer for use by the Blight Department. There are no pieces of equipment currently owned or leased by the City of Flint that are available for their use.

| | | |
|---|---|---|
| $50,886 | Bobcat SSL | Req.220005051 |
| $ 6,800 | SSL trailer | Req.220005052 |

The Bobcat Skid Steer Loader (SSL) is needed to assist in cleaning up blighted properties around the City that require more than human muscle and that are inaccessible to larger equipment. The trailer is required to move the SSL around the City as necessary.

**FINANCIAL IMPLICATIONS:** $57,686.00

**BUDGETED EXPENDITURE? YES** ☐ **NO** ☒ **IF NO, PLEASE EXPLAIN:** This is a new (recent) request from Blight for equipment.

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| 661 | Equipment | 661-451.100-977.000 | | $57,686.00 |
| | | | | |
| | | | | |
| | | **FY22 GRAND TOTAL** | | **$57,686.00** |

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

**ACCOUNTING APPROVAL:** Matt Baker **Date:** October 13, 2021

# CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT?** **YES** ☐ **NO** ☒
*(If yes, please indicate how many years for the contract)* YEARS

**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** $57,686.00

**BUDGET YEAR 2** $

**BUDGET YEAR 3** $

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

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

**DEPARTMENT HEAD SIGNATURE:** Aaron R. Cottrell Digitally signed by Aaron R. Cottrell Date: 2021.10.13 06:43:33 -04'00'

*(Aaron R. Cottrell, Fleet Administrator)*

# DEPARTMENT HEAD MUST SIGN

# CITY OF FLINT

## STAFF REVIEW FORM

***TODAY'S DATE:*** *10/12/2021*

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Budget Amendment - Vehicle

**PREPARED BY Aaron Cottrell, Fleet Services**
***(Please type name and Department)***

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting $200,000.00 from the Fleet/Central Garage fund balance to cover FY22 expenses to be incurred in the purchase of replacement vehicles as products become available nationally. Several of our fleet vehicles are 2006 model year and are beginning to require excessive maintenance. This amount should suffice to replace 3-4 of the older vehicles.

**FINANCIAL IMPLICATIONS:** $200,000.00

**BUDGETED EXPENDITURE? YES** ☒ **NO** ☐ **IF NO, PLEASE EXPLAIN:** It had been hoped to begin replacing these model year vehicles at a later date.

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| 661 | Vehicle | 661-451.100-977.500 | | $200,000.00 |
| | | | | |
| | | | | |
| | | **FY22 GRAND TOTAL** | | **$200,000.00** |

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

**ACCOUNTING APPROVAL:** Matt Baker **Date:** October 12, 2021

# CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT?** **YES** ☐ **NO** ☒
*(If yes, please indicate how many years for the contract)* YEARS

**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** $200,000.00

**BUDGET YEAR 2** $

**BUDGET YEAR 3** $

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

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

**DEPARTMENT HEAD SIGNATURE:** Aaron R. Cottrell Digitally signed by Aaron R. Cottrell Date: 2021.10.12 14:00:11 -04'00'
*(Aaron R. Cottrell, Fleet Administrator)*

## DEPARTMENT HEAD MUST SIGN

CITY OF FLINT

210546

RESOLUTION NO.:_____

PRESENTED: NOV - 3 2021

ADOPTED:_____

# Resolution Revoking Obsolete Property Rehabilitation Act (OPRA) Exemption Certificate No. 3-19-0035 for Clear Capital, LLC

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, pursuant to P.A. 146 of 2000, as amended, after a duly noticed public hearing held on May 13, 2019, the Flint City Council by resolution No. 190124.1, established the 2957 Carr St. Obsolete Property Rehabilitation District; and

**WHEREAS**, the City of Flint subsequently approved the transfer of OPRA certificate number 3-19-0035 to Clear Capital, LLC for property located at 2957 Carr St in the amount of $500,090; and

**WHEREAS**, Clear Capital, LLC has failed to proceed in good faith with the rehabilitation and operation of the facility; and

**IT IS RESOLVED** that the appropriate officials are hereby authorized to do all things necessary to revoke Obsolete Property Rehabilitation Act Exemption Certificate number 3-19-0035 for Clear Capital LLC in the amount of $500,090 in improvements, for property located at 2957 Carr St.

**APPROVED AS TO FORM:**

Angela Wheeler
Angela Wheeler (Oct 26, 2021 16:37 EDT)

Angela Wheeler, Chief Legal Officer

**ADMINISTRATION:**

CLYDE D EDWARDS
CLYDE D EDWARDS (Oct 26, 2021 19:22 EDT)

Clyde Edwards, City Administrator

**CITY COUNCIL:**

_____

Kate Fields, President

**Signature:**

**Email:** gdunlap@cityofflint.com

Reso Revocation of OPRA for 2957 Carr St.

# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** October 25, 2021

**BID/PROPOSAL# N/A**

**AGENDA ITEM TITLE:** Resolution Revoking Obsolete Property Rehabilitation Act (OPRA) Exemption Certificate No. 3-19-0035 for Clear Capital, LLC

**PREPARED BY**: Department of Planning and Development – Community and Economic Development Division – G.R. Dunlap

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The purpose for which this resolution is being presented is to revoke OPRA Exemption Certificate No. 03-19-0035 currently held by Clear Capital, LLC.

On September 23, 2019, pursuant to Public Act 146 of 2000, the Flint City Council adopted resolution no. 190345.1 approving the application for an Obsolete Property Rehabilitation Exemption Certificate for the 2957 Carr St. apartments. The application was subsequently approved by the Michigan State Treasury and exemption certificate number 3-19-0035 issued for a twelve year period beginning December 31, 2019.

In August 2020, the exemption was transferred to the new owner, Clear Capital LLC, as authorized per Section 125.2793 of the public act. As a result of the owner's failure to act on the rehabilitation, the certificate is being revoked. The owner has sold the property.

**FINANCIAL IMPLICATIONS:** If the certificate is not revoked by the end of the year, the city will lose out on tax dollars that it could have otherwise had if the OPRA had not been in place. .

**BUDGETED EXPENDITURE? YES** ☐ **NO** ☒ **IF NO, PLEASE EXPLAIN:** N/A

**PRE-ENCUMBERED? YES** ☐ **NO** ☐ **REQUISITION NO: N/A**

**WILL YOUR DEPARTMENT NEED A CONTRACT? YES** ☐ **NO** ☒
*(If yes, please indicate how many years for the contract)* YEARS

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

# CITY OF FLINT

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:**

Suzanne Wilcox

Suzanne Wilcox (Oct 26, 2021 13:25 EDT)

Suzanne Wilcox, Director

RESOLUTION NO.: 210547

PRESENTED: NOV - 3 2021

ADOPTED:

**RESOLUTION AUTHORIZING DPW – WATER POLLUTION CONTROL TO AMEND THE STATE OF MICHIGAN RECYCLING GRANT AGREEMENT**

**BY THE MAYOR:**

**WHEREAS,** The City of Flint, Department of Public Works, Water Pollution Control (WPC) entered into a Recycling Infrastructure Grant agreement from State of Michigan, Department of Environment, Great Lakes, and Energy (Resolution 190375, adopted 09/09/2019, EGLE Tracking code: 20*0163); and

**WHEREAS,** The City has a partnership agreement with BioWorks Energy LLC to generate renewable electrical power for WPC from digested sewage and organic wastes; and

**WHEREAS**, The current Covid-19 pandemic has caused the required improvements to be delayed and the cost of raw materials have increased. The State of Michigan-EGLE has agreed to extend the grant project deadline to September 30, 2022, and has increased the amount of the grant funding by $60,300.00. The new not to exceed total project amount will be $386,300.00. The required match amount of $130,000.00 and the project scope remain unchanged.

| Account Number | Account Name | Project Amount |
|---|---|---|
| 296-550.100-963.100 | WPC State Grants (SEGLE-RECY19) | $386,300.00 |

**THEREFORE BE IT RESOLVED**, That the appropriate City Officials authorize to do all things necessary to approve amendments to the MI-EGLE Recycling Infrastructure Grant agreement, the deadline date will be extended to September 30,2022, the grant amount increased by $60,300.00, an amended project agreement total of $386,300.00, and the required match amount of $130,000.00 remains unchanged.

**APPROVED AS TO FORM:**

Angela Wheeler

**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Robert F. Widigan

**Robert Widigan, Finance Director**

**FOR THE CITY OF FLINT:**

**Sheldon A. Neeley, Mayor**

**APPROVED BY CITY COUNCIL:**

**Kate Fields, City Council President**

M:\BiogasProject\Recycling Grant\Grant Recycling Grant Amend.docx

# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

***TODAY'S DATE:*** *09/07/2021*

**BID/PROPOSAL:** N/A

**AGENDA ITEM TITLE:** Resolution the Amend DPW-WPC to MI-EGLE Recycling Infrastructure Grant Agreement

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

**VENDOR NAME:** Michigan Department of Environment Great Lakes and Energy

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint has a partnership with Bioworks Energy LLC to generate renewable energy from digested wastes. As outlined in the award agreement, the total project amount was $326,000.00 of which the City is responsible to match $130,000.00.

The Covid-19 pandemic has caused the required improvements to be delayed and the cost of raw materials have increased. The State of Michigan-EGLE has agreed to extend the grant project deadline from September 30, 2021 to September 30, 2022, and has increased the amount of the grant funding by $60,300.00. The new not to exceed total project amount increases from $326,000.00 to $386,300.00. The amount of the required match of $130,000.00 and the project scope remain unchanged.

Water Pollution is requesting approval to proceed with amending the Michigan – EGLE Recycling grant agreement. The Amendment is attached.

**FINANCIAL IMPLICATIONS:** None

**BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:** Not Applicable

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| DPW-WPC | WPC State Grant | 296-550.100-963.100 | SEGLE-RECY19 | $130,000.00 |
| | | EGLE Portion | | $256,300.00 |
| | | | **FY22 GRANT TOTAL** | **$386,300.00** |

**PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO: N/A**

**ACCOUNTING APPROVAL:** _____ **Date:** 09/10/2021

Grants Admin. Review

Martita Moffett-Page

Martita Moffett-Page (Oct 27, 2021 16:13 EDT)

M:\BiogasProject\Recycling Grant\2021\Staff Review Grant Amend.docx

EGLE

| | |
|---|---|
| EGLE Tracking Code/Project Number | 20*0163 |
| Division/Office | MMD |
| Amendment Request No. | 3 |

AMENDMENT TO THE RECYCLING INFRASTRUCTRE GRANT AGREEMENT
BETWEEN
THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, and ENERGY
AND
CITY OF FLINT
(Authorized by 1994 PA 451)

This Amendment modifies the grant agreement between the Michigan Department of Environment, Great Lakes and Energy (hereafter "State"), and the City of Flint (hereafter "Grantee"), signed by the State on September 10, 2019, for the City of Flint Project. This Amendment does not take effect until signed by both parties.

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

**PROJECT SCOPE (WORK PLAN)**

There are no changes in scope of work.

**AGREEMENT PERIOD (END DATE)**

The State and the Grantee agree to extend the end date of this grant agreement from September 30,2021 to September 30, 2022. The Grantee will complete all obligations under this project no later than the end date, as amended. Costs incurred after the amended end date are not eligible for reimbursement under the grant agreement.

**COMPENSATION (BUDGET)**

The are no changes is compensation

**AUTHORIZED SIGNATURES**

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

FOR THE GRANTEE:

Jeanette M. Best
Signature

9/3/21
Date

Jeanette M. Best, WPC Manager
Name/Title

FOR THE STATE:

Elizabeth M. Browne
Signature

September 3, 2021
Date

Elizabeth M Browne, Director, Materials Management Division
Name/Title



EQP0100b (7\2013)

# CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT?** **YES** ☐ **NO** ☐
*(If yes, please indicate how many years for the contract)* YEARS

**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*):** None.

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

**DEPARTMENT HEAD SIGNATURE:** Jeanette M. Best
*(Jeanette M. Best, WPC Manager)*

M:\BiogasProject\Recycling Grant\2021\Staff Review Grant Amend.docx

EGLE

| | |
|---|---|
| EGLE Tracking Code/Project Number | 20*0163 |
| Division/Office | MMD |
| Amendment Request No. | 2 |

AMENDMENT TO THE RECYCLING INFRASTRUCTURE GRANT AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, and ENERGY
AND
THE CITY OF FLINT
(Authorized by 1994 PA 451)

This Amendment modifies the grant agreement between the Michigan Department of Environment, Great Lakes and Energy (hereafter "State"), and the City of Flint (hereafter "Grantee"), signed by the State on September 10, 2019 for the City of Flint Project. This Amendment does not take effect until signed by both parties.

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

**PROJECT SCOPE (WORK PLAN)**

There are no changes in the project scope nor work plan.

**AGREEMENT END DATE**

There is no Agreement Period change.

**COMPENSATION (BUDGET)**

The City of Flint is requesting an additional $60,300.00 in grant funding. The need for additional funding is due to the cost of raw materials have risen since when the project was first put out to bid in 2019. Pandemic related cost increases have driven up the cost of lines items by as much 90%.

The Amount of Match remains the same; however, due to the increased Project Total the Amount of Match Percentage will need to be decreased from 40% to 34% to coincide with the Amount of Match.

The amended Project Total is $386,300.00.

Signature Page Follows

**AUTHORIZED SIGNATURES**

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

FOR THE GRANTEE:

Jeanette M. Best — 9/3/21

Signature — Date

Jeanette M. Best, WPC Manager

Name/Title

FOR THE STATE:

Elizabeth M. Browne — September 3, 2021

Signature — Date

06/08/21

Elizabeth M. Browne, Division Director, Materials Mgmt. Division

Name/Title

Signature Page – Amendment Request No:2 to the Recycling Infrastructure Grant Agreement

**Department of Environment, Great Lakes and Energy**
**Fiscal Year 2019 Revised Recycling Infrastructure Grant Budget Form**
**Revised August 12, 2021**

**Grantee Name:** City of Flint Water Pollution Control Facility

| Line Item No. | Budget Line Item Description | Quantity | Unit Price | Budget Amount |
|---|---|---|---|---|
| 1 | Tank Mixing/Transfer Pump | 2 | $37,150 | $74,300 |
| 2 | Biogas Containment | 1 | $36,400 | $36,400 |
| 3 | Tank Mixing system | 1 | $145,000 | $145,000 |
| 4 | Check valve | 2 | $650,00 | $1,300 |
| 5 | Digested food waste pipeline (6") | 1500' | $9.00 | $13,500 |
| 6 | Level control sensor | 2 | $4,000 | $8,000 |
| 7 | Food waste flow meter | 1 | $5,000 | $5,000 |
| 8 | Pressure transmitter (biogas) | 2 | $700 | $1,400 |
| 9 | Building roof-digested food waste tanks | 1 | $8,500 | $8,500 |
| 10 | Mixing/transfer pump | 1 | $13,000 | $13,000 |
| 11 | Control valves | 2 | $3,900 | $7,800 |
| 12 | Food waste pipeline to digester building | 900 | $9 | $8,100 |
| 13 | Level control sensor | 1 | $4,000 | $4,000 |
| 14 | Food waste flow meter | 1 | $5,000 | $5,000 |
| 15 | Building roof-zimpro building | 1 | $30,000 | $30,000 |
| ~~16~~ | ~~Depackaging Equipment install~~ | ~~1~~ | ~~$25,000~~ | ~~$25000~~ |

**Total Grant Budget** $361,300

| Grant Amount Awarded | Local Match Amount | Total Grant Budget |
|---|---|---|
| $256,300 | $ 105,000 | $ 361,300 |

RESOLUTION NO.: 190375
PRESENTED: 9-4-19
ADOPTED: 9-09-2019

**RESOLUTION AUTHORIZING DPW – WATER POLLUTION CONTROL TO ACCEPT THE STATE OF MICHIGAN RECYCLING GRANT AWARD AND APPROVAL TO ENTER INTO THE GRANT AGREEMENT**

**BY THE MAYOR:**

**WHEREAS,** The City of Flint, Department of Public Works, Water Pollution Control (WPC) was awarded the Recycling Infrastructure Grant from State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE); and

**WHEREAS,** The City has a partnership agreement with Bioworks Energy LLC to generate renewable electrical power for WPC from digested sewage and organic wastes; and

**WHEREAS,** this award is to improve the existing anaerobic digestion method used by WPC and Bioworks Energy LLC, enhancing the capability to accept and process a greater variety of food wastes.

**THEREFORE BE IT RESOLVED,** That the appropriate City Officials authorize to do all things necessary to appropriate grant award funding for FY 20 and to budget in future years as long as the funds are still available from the grantor and abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the amount of $196,000.00 to Fund 296, Department 550.100, under Grant Code SEGLE-RECY19.

**BE IT FURTHER RESOLVED,** That the Department of Public Works Director and Water Pollution Control Manager be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above.

**APPROVED AS TO FORM:**

**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

**Tamar Lewis, Deputy Finance Director**

**FOR THE CITY OF FLINT:**

**Dr. Karen W. Weaver, Mayor**

**APPROVED BY CITY COUNCIL:**

**Herbert Winfrey, City Council President**

**Signature:**

**Email:** cedwards@cityofflint.com

CITY OF FLINT 210548

RESOLUTION NO.:_____

PRESENTED: NOV - 3 2021

ADOPTED:_____

# Resolution Authorizing Change Order No. 1 to Contract No. 21-088 with Shelter of Flint to Increase the Contract by $184,903.00 for a Revised Contract Amount of $540,829.00

**BY THE MAYOR:**

**WHEREAS**, The City of Flint is a recipient of Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) in the amount of $2,441,943 for ESG. These funds must be used to prevent, prepare for, and respond to coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

**WHEREAS**, At its meeting on August 10, 2021, the Flint City Council authorized allocations to several agencies, including $355,926 to Shelter of Flint for shelter operations and essential services.

**WHEREAS**, Shelter of Flint has indicated a need for additional funding for wages and salaries and appliances associated with the operation of the Shelter. Staff is recommending an additional $184,903 be awarded to the Shelter of Flint.

**WHEREAS**, ESG-CV Shelter operations funding is available to be allocated to eligible agencies/activities.

**WHEREAS**, Per the requirements of CPD Notice 21-08, issued July 19, 2021 by the U.S. Department of Housing and Urban Development, On October 26, 2021, CED published on the City's Website a Notification of CARES Act Award to Shelter of Flint.

**WHEREAS**, Funding is available in the following accounts:

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| P&D | ESG Shelter Operations TBD | 282-750.101-502.750 | FHUD-ESGCA | $184,903 |
| P&D | ESG Shelter Operations TBD | 282-750.101-963.100 | FHUD-ESGCA | $184,903 |

# CITY OF FLINT

**IT IS RESOLVED**, That the appropriate City officials are authorized to do all things necessary to enter into change order number 1 to contract number 21-088 with Shelter of Flint to increase the contract by $184,903 for a revised contract amount of $540,829. Funds are available in the uncommitted accounts and will be moved to appropriate accounts upon adoption of this resolution.

**APPROVED AS TO FORM:**

Angela Wheeler
Angela Wheeler (Oct 26, 2021 16:34 EDT)

Angela Wheeler, Chief Legal Officer

**APPROVED AS TO FINANCES:**

Robert J.F. Widigan

Robert J.F. Widigan, Interim Chief Financial Officer

**ADMINISTRATION:**

Sheldon A. Neeley, Mayor

**CITY COUNCIL:**

Kate Fields, President

# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** October 25, 2021

**BID/PROPOSAL#** - N/A

**AGENDA ITEM TITLE:** Resolution Authorizing Change Order No.1 to Contract No. 21-088 with Shelter of Flint to Increase the Contract by $184,903 for a Revised Contract Amount of $540,829

**PREPARED BY**: Department of Planning and Development – Community and Economic Development Division

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint is a recipient of Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) in the amount of $2,441,943 for Emergency Solutions Grant funding (ESG). These funds must be used to prevent, prepare for, and respond to coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

At its meeting on August 10, 2021, the Flint City Council authorized allocations of ESG-CV to several local shelters, including $355,926 to Shelter of Flint for shelter operations and essential services. This same resolution allocated $1,372,539 in shelter operations, with agencies to be identified later. The City has been working with shelter agencies to identify uses for these funds and the Shelter of Flint has indicated a need for additional funding for wages and salaries and appliances associated with the operation of the shelter. Staff is recommending an additional $184,903 be awarded to the Shelter of Flint.

Per the requirements of CPD Notice 21-08, issued July 19, 2021 by the U.S. Department of Housing and Urban Development, the City has published how it will use its ESG-CV funds. On October 26, 2021, CED published on the City's website, a Notification of CARES Act Award to Shelter of Flint.

**FINANCIAL IMPLICATIONS:** Funds for this purpose are reserved to provide services to the homeless population in Flint and serve to prevent, prepare or respond to coronavirus. Funds determined to be ineligible paid and drawn must be repaid using general fund dollars.

# CITY OF FLINT

**BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:** N/A

Funds are available in the uncommitted accounts and will be moved to appropriate accounts upon adoption of this resolution.

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|---|---|---|---|---|
| P&D | ESG Shelter Operations TBD | 282-750.101-502.750 | FHUD-ESGCA | $184,903 |
| P&D | ESG Shelter Operations TBD | 282-750.101-963.100 | FHUD-ESGCA | $184,903 |

**PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO:** 220005138, BA to SOF accounts upon adoption; requisitioned using uncommitted funds

**ACCOUNTING APPROVAL:** Carissa Dotson Date: 10/26/2021

**FINANCE APPROVAL:** Martita Moffett-Page Martita Moffett-Page (Oct 26, 2021 14:29 EDT) Date: 10/26/21

**WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐**
*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (T*his 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*): N/A**

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

**DEPARTMENT HEAD SIGNATURE:**

Suzanne Wilcox

Suzanne Wilcox, Director

RESOLUTION NO.: 210549

PRESENTED: NOV - 3 2021

ADOPTED:

# RESOLUTION TO ACCEPT THE SCRAP TIRE CLEANUP GRANT BETWEEN THE MICHIGAN, DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE CITY OF FLINT, OFFICE OF BLIGHT ELIMINATION

**BY THE CITY ADMINISTRATOR:**

**WHEREAS,** the State of Michigan has authorized to provide grant assistance pursuant to Part 169, Scrap Tires of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), to the City of Flint; and

**WHEREAS,** the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), has awarded the City of Flint, Office of Blight Elimination, $10,000.00 toward said project; and

**WHEREAS,** the agreement period will be from June 28, 2021, through December 31, 2021,

**IT IS RESOLVED** that the appropriate City Officials are authorized to participate in the Scrap Tire Cleanup grant on behalf of the City of Flint. Proper City officials are hereby authorized to provide the resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to EGLE requirements.

**IT IS FURTHER RESOLVED** that the appropriate City officials are authorized to do all things necessary to abide by the terms of the Scrap Tire Cleanup grant, in the amount of $10,000.00 and make the grant funds available in the current and any subsequent fiscal years that the funding remains available by the grantor.

**APPROVED AS TO FORM:**

Angela Wheeler (Oct 27, 2021 15:18 EDT)

**Angela Wheeler, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Robert J. F. Widigan

**Robert J. F. Widigan, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS

CLYDE D EDWARDS (Oct 27, 2021 15:37 EDT)

**Clyde D. Edwards, City Administrator**

**APPROVED BY COUNCIL:**

**Kate Fields, Council President**

**RESOLUTION NO.:**_____

**PRESENTED:**_____

**ADOPTED:**_____

## RESOLUTION STAFF REVIEW

**Date:** October 22, 2021

**Agenda Item Title:**
**RESOLUTION TO ACCEPT THE SCRAP TIRE CLEANUP GRANT BETWEEN THE MICHIGAN, DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE CITY OF FLINT, OFFICE OF BLIGHT ELIMINATION**

**Prepared by:**
Lottie Ferguson, Chief Resilience Officer Lottie Ferguson (Oct 27, 2021 11:32 EDT)

**Background/Summary of Proposed Action:**

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

The State shall reimburse the City of Flint the actual cost, up to $1,000.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), $2.00 per additional PTE in excess of 500 PTE, not to exceed $2,000.00 for a full semi-trailer with over 1,000 PTE. (Empty semi-trailers are not eligible for reimbursement) This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

The State shall also reimburse actual scrap tire transportation costs not to exceed $1.00 per mile if the collection location is over 100 miles from the processor's location for sites that applied for transportation costs and were approved. The first 100 miles of transportation are covered under the existing semi-trailer reimbursement rate. The combined cost of reimbursement for scrap tire and transportation shall not exceed the approved grant amount.

Excluded from this process:
- No known exclusions

**Financial Implications:**
The $10,000.00 added to the budget for FY22 in department 296-171.541 with grant code SEGLE-TIRE21.

**Budgeted Expenditure:** Yes ___ No _X_

**Please explain, if no:** This is a new grant that was not awarded when the budget was created.

**Pre-encumbered:** Yes ___ No _X_ **Requisition #:** _____

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

**Staff Recommendation:** Staff recommends approval of this resolution.

**APPROVAL** Martita Moffett-Page
Martita Moffett-Page (Oct 27, 2021 13:41 EDT)

**RESOLUTION NO.:**_____

**PRESENTED:**_____

**ADOPTED:**_____

| Account Number | Grant Code | Account Name | Amount |
|---|---|---|---|
| 296-171.541-801.000 | SEGLE-TIRE21 | Professional Services | $10,000.00 |
| | | | |

EGLE

**SCRAP TIRE CLEANUP GRANT AGREEMENT**
**BETWEEN THE**
**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**
**AND CITY OF FLINT, OFFICE OF BLIGHT ELIMINATION**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Flint, Office of Blight Elimination ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Flint, Office of Blight Elimination
% of grant state 100 / % of grant federal 0
Amount of grant: $10,000.00
Project Total: $10,000.00
Start Date (date executed by EGLE): June 28th, 2021
End Date: 12/31/2021

**GRANTEE CONTACT:**
Lindsay Crawford
Name/Title
City of Flint, Office of Blight Elimination
Organization
1101 South Saginaw Street
Address
Flint, Michigan 48502
Address
810-237-2090
Telephone number

Fax number
lcrawford@cityofflint.com
E-mail address
38-6004611
Federal ID number – (Required for Federal Funding)
072780067
Grantee DUNS number - (Required for Federal Funding)

**STATE'S CONTACT:**
Kirsten Clemens
Name/Title
EGLE-MMD-Scrap Tire
Division/Bureau/Office
P.O. Box 30241
Address
Lansing, Michigan 48933
Address
517-614-7431
Telephone number

Fax number
EGLE-ScrapTire@Michigan.gov
E-mail address

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

FOR THE GRANTEE:
Signature
Clyde D. Edwards
Name/Title
Date 5/25/21

FOR THE STATE:
Elizabeth M. Browne
Signature
klg 05/14/21
Elizabeth M. Browne, Director, Materials Management Division
Name/Title
June 28, 2021
Date

## I. PROJECT SCOPE

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

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

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

## II. AGREEMENT PERIOD

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

## III. CHANGES

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

## IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

| Reporting Period | Due Date |
|---|---|
| January 1 – March 31 | April 30 |
| April 1 – June 30 | July 31 |
| July 1 – September 30 | Before October 15* |
| October 1 – December 31 | January 31 |

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State

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

(D) All products shall acknowledge that the project was supported in whole or in part by the Michigan Scrap Tire Program, EGLE, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted.

## V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

## VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

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

## VII. ASSIGNABILITY

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

## VIII. SUBCONTRACTS

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

## IX. NON-DISCRIMINATION

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

## X. UNFAIR LABOR PRACTICES

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

## XI. LIABILITY

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

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

## XII. CONFLICT OF INTEREST

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

## XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

"'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## XIV. DEBARMENT AND SUSPENSION

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

## XV. AUDIT AND ACCESS TO RECORDS

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

## XVI. INSURANCE

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

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

## XVII. OTHER SOURCES OF FUNDING

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

## XVIII. COMPENSATION

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

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, [unless otherwise specified in Appendix A].

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

## XIX. CLOSEOUT

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

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

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

## XX. CANCELLATION

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

## XXI. TERMINATION

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

(1) Upon 30 days written notice to the Grantee:

a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
e. Added to the federal or state Suspension and Debarment list.

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

## XXII. IRAN SANCTIONS ACT

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

## PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

### PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2020-2021 Scrap Tire Cleanup Program Grant Application.

### GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed $10,000.00, and the Grantee will be reimbursed as specified below, NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE. **All other costs associated with the removal of scrap tires, including labor costs, and additional charges for roll-off boxes and dump trailers, etc. are the responsibility of the Grantee.**

The State shall reimburse the Grantee the actual cost, up to $1,000.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), $2.00 per additional PTE in excess of 500 PTE, not to exceed $2,000.00 for a full semi-trailer with over 1,000 PTE. ***It should be noted that empty semi-trailers are not eligible for reimbursement under the grant program.*** This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

The State shall also reimburse actual scrap tire transportation costs not to exceed $1.00 per mile if the collection location is over 100 miles from the processor's location for sites that applied for transportation costs and were approved. The first 100 miles of transportation are covered under the existing semi-trailer reimbursement rate. The combined cost of reimbursement for scrap tire and transportation shall not exceed the approved grant amount.

***Tires generated by a business or a commercial farm are not eligible to received funding under this program and will not be reimbursed. If business or farming tires are accepted at the community cleanup or collection event, the cost for disposal/recycling will be the responsibility of the grantee. Use of grant funding to pay for ineligible activities (i.e., disposal of business or commercial agricultural tires) may result in non-reimbursement of grant funding and may also restrict the grantee from receiving future funding.***

### GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires and scrap truck tires, and oversized tires removed from the site. **The Grantee is responsible for submittal of a COMPLETE Scrap Tire Transportation Record (EQP 5128).** Submittal of incomplete transportation records will delay reimbursement.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests signed by the Grantee, the Processor, and the End-User. Payment reimbursement requests shall be sent to: EGLE-ScrapTire@Michigan.gov.

Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment accompanied by a Final Project Report, which summarizes the project.

## PROCESSOR AND END-USER REQUIREMENTS

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor). Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

## UNUSABLE TIRES

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact EGLE for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfilling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

## NOTIFICATION OF DELAYS

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

## PROJECT COMPLETION

The State will make final payment after the project is complete. Project completion means all of the following:

(A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.

(B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation, all complete scrap tire transportation records signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires and oversized tires removed from the site.

(C) The Grantee has notified the State that the site is clear of all scrap tires and rims covered under this Agreement.

(D) The Grantee has provided a Final Project Report that summarizes the project including pertinent dates of events, number of participants, tires collected, pictures (if available), and any other information showing how your project was successful.

The State shall make a determination of project completion based on all of the following:

(A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

**COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS**

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.

(C) The Grantee must notify the Scrap Tire Program Coordinator (via EGLE-ScrapTire@Michigan.gov) of each upcoming collection/cleanup event scheduled under the grant. This can include newsletters, flyers, web, or any other utilized media.

(D) The Grantee is required to provide recognition of the Scrap Tire Cleanup Grant funding as it relates to their individual project (sample language and logos are available upon request).

REMAINDER OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK

210495

ORDINANCE NO. _____

An ordinance to amend the Code of the City of Flint by amending Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons.

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

Sec. 1. That the provisions of Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons, shall be amended by adding subsection (HH), which shall read in its entirety as follows:

(HH) THE CITY ACKNOWLEDGES THAT **901 FLATS LIMITED DIVIDEND HOUSING ASSOCIATION, LLC.** (THE "OWNER") HAS OFFERED, SUBJECT TO RECEIPT OF AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE LOAN AND/OR ALLOCATION OF LOW INCOME HOUSING TAX CREDITS FROM THE MICHIGAN STATE HOUSING AND DEVELOPMENT AUTHORITY ("MSHDA"), TO OWN AND OPERATE A HOUSING PROJECT IDENTIFIED AS "**901 FLATS**" (THE "PROJECT") ON CERTAIN PROPERTY LOCATED IN THE CITY TO SERVE PERSONS AND FAMILIES OF LOW INCOME, AND THAT THE SPONSOR HAS OFFERED TO PAY THE CITY ON ACCOUNT OF THIS HOUSING DEVELOPMENT AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN LIEU OF AD VALOREM TAXES.

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX BENEFITS OF PAYING A SERVICE CHARGE IN LIEU OF AD VALOREM TAXES (BUT NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. THE ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO **SEVEN PERCENT (7%)** OF THE ANNUAL SHELTER RENTS, EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF RENT PAYABLE UNDER ANY GOVERNMENTAL SUBSIDY. NOTWITHSTANDING THE FOREGOING, THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of

_____, 2021 A.D.

_____

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

_____

Angela Wheeler, Chief Legal Officer

**ORDINANCE REVIEW FORM**

**FROM:** **Planning and Development** Department

NO. 21- _____ Law Office Login #

**ORDINANCE NAME:** (HH) PILOT ORDINANCE RESOLUTION TO GRANT A SEVEN (7%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT KNOWN AS 901 FLATS, WHICH WILL PROVIDE AFFORDABLE ASSISTED LIVING ACCOMADATIONS THROUGH NEW CONSTRUCTION OF 61-UNITS OF HOUSING AT 901 GARLAND.

**1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR**

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

By: Director Suzanne Wilcox
Suzanne Wilcox (Sep 3, 2021 15:33 EDT)
Suzanne Wilcox, Director, P&D

DATE: September 3, 2021

**2. ORDINANCE REVIEW-FINANCE DEPARTMENT**

The attached ORDINANCE is submitted to the Finance Department for approval. By signing, the Finance Department approves this ordinance to be processed for signatures and fully executed.

By: Robert J. F. Widigan
Robert Widigan, Interim Chief Financial Officer

DATE: 09/03/2021

**3. ORDINANCE REVIEW - LAW DEPARTMENT**

The attached ORDINANCE is submitted to the Legal Department for approval. By signing, the Legal Department approves this ordinance to be processed for signatures and fully executed.

By: Angela Wheeler
Angela Wheeler (Sep 3, 2021 17:24 EDT)
Angela Wheeler, Chief Legal Officer

DATE: 9-3-2021

**This RESOLUTION may now go to the Mayor for signature and approval.**

## 901 Flats (901 Garland St), with a 7% PILOT

| | |
|---|---|
| 1) Current taxes | $9,900 |
| **2) PILOT estimation** | $29,000.00 |

DIFFERENCE BETWEEN PILOT AND TAXES: $125,195.96 per year

Based on the Schedule of Rents (tab 2) provided by MVAH Partners Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 22 units is $127,860.

3) Estimated project ad valorum taxable value:

| | One Bedroom | Two Bedroom | Four Bedroom |
|---|---|---|---|
| Market Rent | $700 | $900 | $1,300 |
| Number of Units | 27 | 30 | 4 |
| | $18,900 | $27,000 | $5,200 |

| | |
|---|---|
| Monthly Income | $51,100 |
| Yearly Income | $613,200 |
| Vacancy/Loss (10%) | ($61,320) |
| Potential Gross Income | $551,880 |
| Exspenses | ($99,585) |
| Net Operating Income | $452,295 |
| Cap Rate of 10% | $4,522,950 |
| SEV/TV | 2,261,475 |
| **Potential Taxes** | $154,196 |

# PAYMENT IN LIEU OF TAXES

# (PILOT)

# APPLICATION

## CITY OF FLINT

1101 S SAGINAW ST.
FLINT, MI 48502
TEL: 810-766-7436

## PURPOSE

To administer the City of Flint Code of Ordinances 18-4.1 to 18-4.8, establishing a class of housing developments pursuant to the State Housing Development Authority Act of 1966, known as Act 436 of the Acts of 1966, being MCLA §§ 125.1401 et seq. , as amended, which are exempt from property taxes, paying instead a service charge to be paid in lieu of taxes (PILOT) by any or all classes of housing exempt from taxation under this Act at any amount it chooses, but not to exceed the taxes that would be paid for if not for this Act.

The City acknowledges that serving persons of low income is a public necessity, and as such the City of Flint will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. The applicant for a PILOT is affirming that the economic feasibility of this housing development is reliant on this requested tax exemption.

Furthermore, in considering this application for PILOT, the evaluators of such request shall consider that the community shall be developed in a manner consistent with the adopted Master Plan and Consolidated Action Plan. Evaluation of the application should take into consideration maintaining the overall goals and objectives set forth in these plans.

## ELIGIBILTY

1) Applicant must be a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park cooperative or mobile home park association, and must be financed with a federally-aided or Michigan State Housing Development Authority (MSHDA) aided mortgage or advance or grant from MSHDA.

2) PILOT has been requested during the planning stage of the project; any development project under construction at the time of application is not eligible to apply for, or to receive, a PILOT.

3) The applicant must own the property or have an option or other right to purchase the property under consideration and provide in application.

4) Housing development must contain a minimum of 51% affordable units.

5) Project includes a Low Income Housing Tax Credit (LIHTC) allocation.

6) The property is not designated as a Brownfield or 5/50 property or has contacted City to discuss.

7) All parcels that are separate have been combined through proper City channels.

## PROCESS

1) **Mandatory Pre-Application Conference:** This will be a meeting of all applicable City Departments to include:

City Administrator
City Planner
City Engineer
City Treasurer
City Assessor
Chief Building Official
Community and Economic Development Staff
Representatives of applicant development team

This meeting will serve to familiarize all parties with the scope of the project and any issues that may exist. The applicant will also be familiarized with the PILOT process and policies.

2) **Submission of Application:** Application form must be complete and packet of required supporting documentation assembled based upon requirements set forth in the application. Any additional concerns or items that were discussed in the Pre-Application Conference should also be addressed. Application forms are available on both the City of Flint website and in the Department of Community and Economic Development.

One original and one electronic copy shall be submitted no later than seven (7) weeks before the Regular City Council meeting, which are typically held on the 2nd and 4th Mondays of each month.

3) **Internal (Administrative) Review:** An internal review will occur, resulting in either Administrative approval within three (3) weeks or return to the applicant for corrections.

Applications will be scored on a scoring matrix as attached in this application.

Administrative approval will move the application forward to an ordinance amendment that will be placed on the Government Operation Committee meeting agenda.

4) **Council Committee Review:** Meetings are held the Wednesday prior to the Regular City Council meeting. The developer is required to be in attendance at this meeting to answer any questions the committee may have.

5) **Review by City Council:** Once committee approval is obtained, the ordinance amendment will proceed to the following Regular City Council Meeting (the Monday following committee). The developer is required to be in attendance at this meeting.

6) **Approval:** If the PILOT application is approved by resolution of the City Council, a certified copy of the resolution and a copy of the minutes will be provided to the applicant. Additionally, digital copies will be provided to all applicable City Departments.

***Note: All applicants are required to file their MSHDA Affidavit with the City Assessor by November 1 of the year before the PILOT is to take effect.***

## APPLICATION REQUIREMENTS

1) Completed Application Form

2) Narrative:

a. Background information:
   i. Development experience of team
   ii. Describe the corporate partnership structure

b. Describe the proposed Project (include the following sections):
   i. Intended usage/target market
   ii. Economic impact
   iii. Environmental impact (to include any mitigation actions taken)
   iv. Impact on City infrastructure (transportation and utilities)
   v. Impact on City services (police, fire, EMS, code enforcement)
   vi. Square footage of the building and land to be renovated
   vii. Architectural renderings to include the number and type of units
   viii. Any other information to fully explain the project

c. Describe the marketing of the project, clearly identifying the intended market. If the project is speculative, how long is full occupancy expected to take and who will be the property manager?

d. Briefly describe the ownership and tax information for this project:
   i. State the location or the proposed project to include street address, parcel ID, and the legal description.
   ii. Name of the property owner at the time of application.
   iii. If the applicant is not the current owner of record, attach a valid option to purchase.
   iv. Describe any and all financing, options, and liens on the property
   v. State the current assessed value of the property.
   vi. Are any assessments currently under appeal? If yes, describe.

e. Provide a detailed development pro forma outlining proposed hard, soft and financing costs associated with the development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction, and permanent financing, as well as any government assistance. Proposals must contain detailed cost breakdowns.

f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT.

g. Provide a detailed schedule of rents and income limits of lessees

h. Provide housing market data to show demand.

i. State a proposed timeline for the Project to include:

- i. Closing of the loan or contributing financing
- ii. First expenditure of funds with regards to the project
- iii. Anticipated date construction will begin
- iv. Anticipated date of completion

j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members.

k. To receive application bonus points, address the following:

- i. Mixed use (PILOT ONLY applies to housing- not commercial SF)
- ii. Energy efficiency and green practices
- iii. Neighborhood and block club outreach (Full list of outreach done)
- iv. External amenities (walk score, proximity to transit, jobs, etc)

l. Include a copy of the completed MSHDA application for Low Income Housing Tax Credits (LIHTC) within thirty (30) days of submittal to MSHDA.

(APPLICATION FORM ON NEXT PAGE- ATTACH APPLICATION FORM TO THE REQUIRED NARRATIVES AND SUPPORTING DOCUMENTS)

# PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION
## CITY OF FLINT

## APPLICANT INFORMATION

| | |
|---|---|
| **ENTITY NAME** | MVAH Development LLC |
| **REPRESENTATIVES NAME** | Pete Schwiegeraht |
| **ADDRESS** | 9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069 |
| **TELEPHONE NUMBER** | (513) 259-7657 |
| **E-MAIL ADDRESS** | pete.s@mvahpartners.com |

## GUARANTORS INFORMATION

| | |
|---|---|
| **ENTITY NAME** | MVAH Holding LLC |
| **ENTITY PRINCIPAL** | Brian McGeady |
| **ADDRESS** | 9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069 |
| **TELEPHONE NUMBER** | (513) 964-1141 |
| **E-MAIL ADDRESS** | brian.mcgeady@mvahpartners.com |

| | |
|---|---|
| **ENTITY NAME** | MVAH Holding LLC |
| **ENTITY PRINCIPAL** | Michael Riechman |
| **ADDRESS** | 9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069 |
| **TELEPHONE NUMBER** | (704) 323-8938 |
| **E-MAIL ADDRESS** | michael.riechman@mvahpartners.com |

## PROJECT INFORMATION

| | |
|---|---|
| **PROJECT NAME** | 901 Flats |
| **ADDRESS OF PROJECT** | 901 Garland Street, Flint, MI 48503 |
| **PARCEL ID** | 40-12-406-036 |
| **LEGAL DESCRIPTION** | See attachment below |

## DEVELOPMENT TEAM

| | |
|---|---|
| **APPLICANT PRIMARY POINT OF CONTACT** | Pete Schwiegeraht - (513) 259-7657 |
| **ARCHITECTURAL FIRM** | BDCL Architects, PC - Kirk Paisley - (513) 964-1154 |
| **CONSTRUCTION PROJECT MANAGER** | TBD |
| **GENERAL CONTRACTOR FOR PROJECT** | TBD |

*Applicant is to attach items a-l as required in the narrative portion of the application.*

a. Background information
b. Project description
c. Project marketing/target market
d. Ownership description/tax information
e. Detailed development pro forma
f. Operating pro forma
g. Schedule of rents/income levels
h. Housing market data supporting demand
i. Proposed project timeline
j. Conflicts of interest
k. Application bonus point items
l. MSHDA application for LIHTC credits

**SCHEDULE A**

**LEGAL DESCRIPTION**

File Number **GT-98047**

Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.
Tax Id. #40-12-406-036

Parcel # 40-12-406-036
I hereby certify that all tax & special tax liens payable to the City Treasurer have not been paid. This [illegible] not include [illegible] This certification is [illegible] recording purposes and does not relieve the taxpayer of the responsibility of payment of any lien(s) not collected due to clerical error.
D. Benjamin 8/22/06
City Treasurer Date

Instr:200608280076832 08/28/2006
P:3 of 3 F $20.00 11:49AM
Melvin Phillip McCree T200608280832
Genesee County Register TC

END OF LEGAL DESCRIPTION

**Narrative:**

MVAH will be the developer, long-term owner, and property manager of the Garland Street project. We have extensive experience with affordable housing, having completed over 100 projects across 15+ states totaling over 7,000 units. Although we have attached our full company resume along with the resumes of our key personnel, below is just a brief summary of our history and accomplishments.

MVAH Partners (MVAH) is a 2018 spin-off from Miller-Valentine Group, a successful real estate company founded in 1963. MVAH is a Cincinnati and Charlotte-based, nationally recognized, affordable housing company. Affordable Housing Finance magazine ranked MVAH as 3rd on the list of the Top 50 Affordable Housing Developers and 34th of the Top 50 Affordable Housing Owners in 2016.

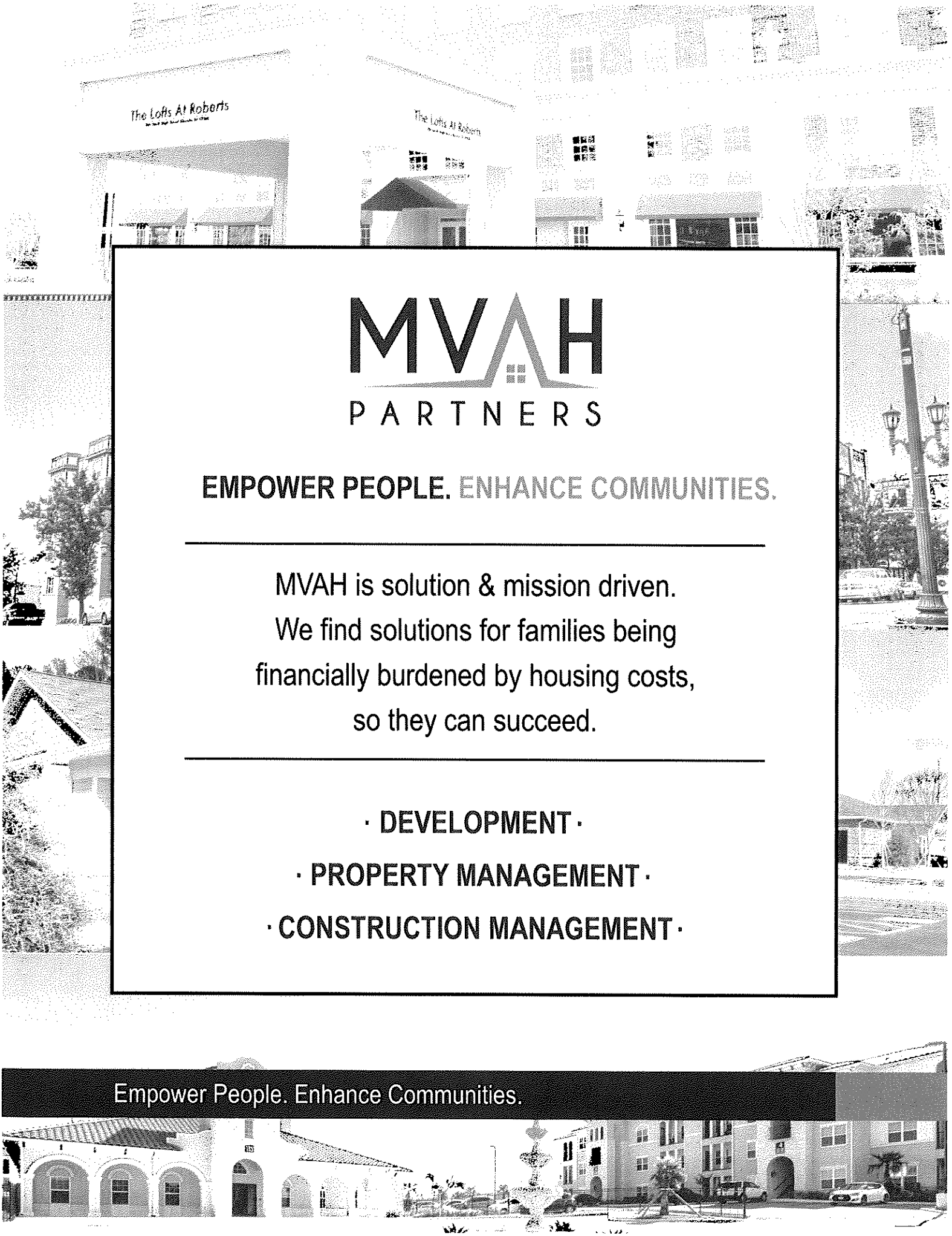
MVAH began developing affordable housing in 1993. Since then, they have developed over 7,000 affordable housing units ranging across a broad spectrum of housing types: multi-story apartment properties for families and seniors, villas, single-family developments, rehabs, adaptive reuse of existing buildings in large and small communities. MVAH has a singular focus on developing quality affordable housing for those who need it most. This includes over 100 affordable housing properties in 15 states.

MVAH has built strong, ongoing relationships with non-profits, lenders, syndicators, Housing Finance Agencies, and other public agencies that allow them to identify solutions to complex financing issues, secure funding, and develop high-quality housing.

MVAH is passionate about improving the quality of life for our residents and enhancing neighborhoods through superior affordable housing. We take great pride in caring for our properties throughout their life. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 6 years ago, we completed an $8,000,000 renovation of the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality. Our long-term approach to both ownership and development ultimately leads us to our company motto: Empower people, enhance communities.

**Non-Profit Partner:**

MVAH has begun eliciting local nonprofit partners in the Flint area and we are presently in talks with the Flint Housing Authority regarding a co-developer/co-owner partnership. Almost all our 100 + developments involve a local, not-for-profit partner. These local co-owner and co-developer collaborations involve community action agencies, redevelopment commissions, housing agencies, government agencies, churches, subsidiaries of supportive service providers, and many other nonprofits. MVAH works with local stakeholders to identify the best local partners for the development and the location. Many of our partnerships have grown into long-term relationships that have continued for decades.




# MVAH PARTNERS

**EMPOWER PEOPLE.** ENHANCE COMMUNITIES.

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MVAH is solution & mission driven.
We find solutions for families being
financially burdened by housing costs,
so they can succeed.

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**· DEVELOPMENT ·**

**· PROPERTY MANAGEMENT ·**

**· CONSTRUCTION MANAGEMENT ·**

**MVAH Partners** is passionate about **improving the quality of life** and **promoting stability for our residents** while **enhancing neighborhoods** through affordable housing.

## WHO WE ARE

MVAH Partners has been developing, constructing and managing multi-family communities since 1993. We currently have more than 6,000 units and over 99 properties. We continue to grow in the workforce & senior housing industry year after year. Our innovation and passion come from our 25 years of experience and 150 team members. We have a singular focus on developing quality workforce & senior housing for those who need it the most.

### CORPORATE TESTIMONIAL

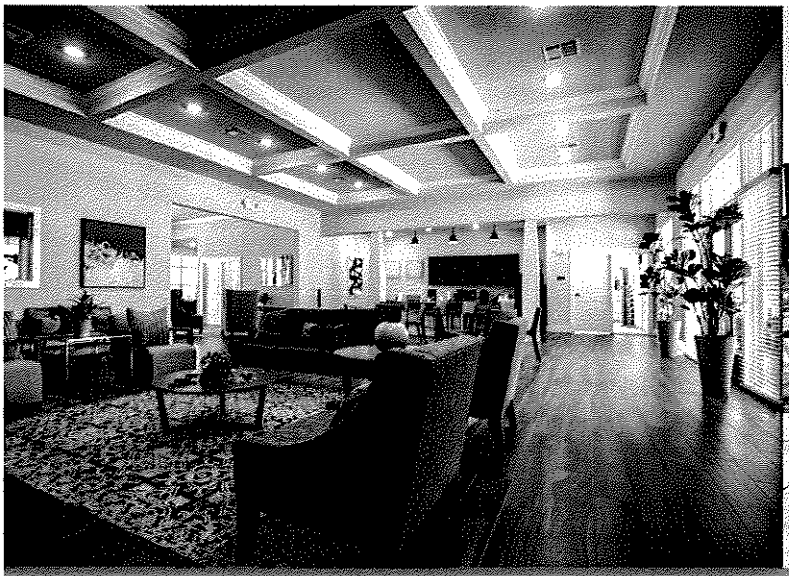
'The Leadership team of MVAH has been a fantastic partner of KeyBank for 15 years. We view MVAH as an industry leader in affordable housing development and management. Key's Community Development Lending & Investment Group is aggressively pursuing future business with MVAH. MVAH is knowledgable in every aspect of development, construction and property management, with a thorough understanding of the complex financial tools involved in structuring community development deals. They bring a high degree of professionalism and provide well-structured and high-quality developments to lenders and investors and come highly recommended by KeyBank.'

- KeyBank

In every relationship, we work to **offer solutions and support** that **maximize a property's value** and **minimize time and work commitment.**

## WHAT WE DO

- Place Relationships First
- Develop
- Partner (For & Not-For-Profit)
- Assess Financial Feasibility
- Site Selection
- Predevelopment Activities
- Construction Oversight
- Architectural Design & Admin
- Property Management
- Lease-Up & Compliance
- Obtain Proper Zoning
- Establish & Maintain Relationships with Strategic Partners
- Perform Initial Feasibility Analysis
- Marketing & Environmental Due Diligence
- Apply For & Obtain Funding
- Assemble Design Team
- Acquire Permits
- Partner with Governmental Institutions
- Create Relationships
- Provide Win-Win Solutions
- Hold 100% of our Portfolio that we Originate & Develop



## RESIDENT TESTIMONIAL

'The staff at The Reserve at Engel Road has exceeded my expectations. The Community Manager's knowledge of tax credits as well as management skills are nothing but professional, informative and instantaneous. The community has beautiful curb appeal with clean grounds. Service requests are always completed within 24 hours by the Service Technicians. I highly recommend The Reserve at Engel Road.'

- Paige Ubiles, The Reserve at Engel Road, New Braunfels, TX

Our **strong relationships with Local Municipalities, Syndicators, Lenders, Housing Finance Agencies** and other public agencies **allow us to identify solutions** for complex financing issues, **secure proper funding** and create **high quality developments.**

### CORPORATE TESTIMONIAL

'Regions Bank has enjoyed a good relationship with MVAH Partners. We value the experience of the team and fully support their recent move to create an independent company solely dedicated to affordable housing.'

- Regions Bank

## HOW WE DO IT

- Low Income Housing Tax Credits (Section 42)
- Historic Credits (State & Federal)
- HUD/FHA Financing
- Conventional Financing
- Opportunity Zones

## DEVELOPMENT TYPES

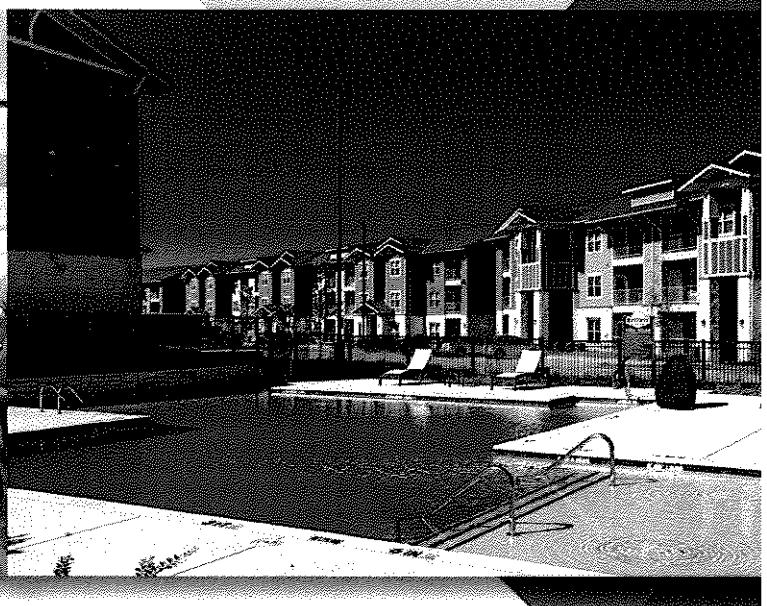
- Multi-Family
- Rehabilitations
- New Construction
- Adaptive Reuse
- Single-Family
- Urban Infill
- Sustainable Development
- Mixed-Income / Mixed-Use

We begin the development process with site selection and **work closely with our solely-dedicated design shop, construction management team** and **property management team** to **ensure the highest quality product** from start to finish.

## CORPORATE TESTIMONIAL

'OCCH has had the pleasure of working with MVAH for over 15 years now. Brian, Michael and the team are consistently focused on producing high quality developments which creates tremendous value for their partners. It has been a fantastic partnership between OCCH and the principals of MVAH. OCCH has invested over $150 million in over twenty successful developments with MVAH in the past 10 years. OCCH has repeatedly invested in these projects because of the high-quality products developed and the long-term view through professional management driven by their company.'

- Ohio Capital Corporation For Housing



## RESIDENT TESTIMONIAL

'Lucky Me! I looked at many places and then found Harrison Lofts. It has a great location and a beautiful property with a park nearby. It's also close to Walgreens, restaurants and the grocery store. It was almost too good to be true! The price was right with smiling faces, it's brand new and also pet friendly! I was looking for a nice and safe place to live. Lucky me I found a beautiful home and now I am smiling, too! Harrison lofts has it all.'

- Judy Richards, Harrison Lofts, Muscatine, IA

Every MVAH Partners Community is **strategically operated & marketed to create a consistent experience of quality, value & satisfaction** for property owners and their residents alike.

**Our dynamic professionals give our properties a competitive advantage and maximize property value.**

## CORPORATE TESTIMONIAL

'Over the past 25 years St. Mary Development Corporation and MVAH have partnered together to develop 46 projects consisting of over 3,000 units in nine states. This longstanding partnership continues to be built on trust and a shared passion for affordable housing. Professionalism, experience, a talented staff and a continual pursuit of excellence are the reasons we have and will continue to partner with MVAH to create affordable homes for families and seniors.'

- St. Mary Development Corporation

## RESIDENT TESTIMONIAL

'I am very pleased to have chosen Reserve at McAlister as my place of residency. It's a great location, close to shopping and places to eat, comfortable apartments with a GREAT view! Most importantly they have a very professional and friendly staff. The move in process was smooth. The staff keeps you informed about what is going on in the community and anytime I have a service request it is promptly answered. I will continue to make Reserve at McAlister my home for as long as they have me.'

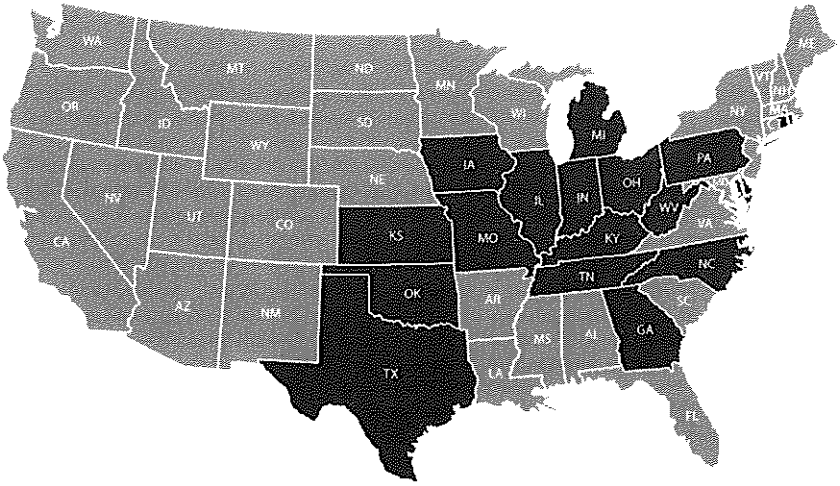
- Linda Faye Johnson, Reserve at McAlister, Ft. Worth, TX

**Our mission** is to **provide solutions** to **families.**
**MVAH** has a **singular focus** on **developing quality affordable housing for those who need it most.**
This includes **over 99 affordable housing communities in more than 15 states.**

### ▶ CORPORATE TESTIMONIAL

'MVAH has been a reliable and trusted partner with RBC in over 25 LIHTC Investments. They act with integrity and stand behind their deals. One of our best development partners!'

- RBC Capital Markets




Georgia . Illinois . Indiana . Iowa . Kansas . Kentucky . Michigan . Missouri
North Carolina . Ohio . Oklahoma . Pennsylvania . Tennessee . Texas . West Virginia

Coming Soon: New York, Florida, Alabama, Wisconsin, Louisiana & Arkansas

**Affordable Housing Magazine ranked MVAH as 3rd of the Top 50 Affordable Housing Developers & 34th of the Top 50 Affordable Housing Owners in 2016.**

MVAH PARTNERS

Empower People. Enhance Communities.

Office Locations:

**Charlotte Office**
5960 Fairview Rd
Suite 402
Charlotte, NC 28210

**Cincinnati Office**
9100 Centre Pointe Dr
Suite 210
West Chester, OH 45069

MVAHPartners.com

MVAH PARTNERS

# Development Team

- Developer: MVAH Development LLC
- Address: 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
- Contact Person: Pete Schwiegeraht, Senior Vice President of Development
- Phone: (513) 259-7657
- Email: pete.s@mvahpartners.com

- Management Company: MVAH Management LLC
- Address: 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
- Contact Person: Katy Wendel, Regional Vice President
- Phone: (937) 383-3672
- Email: katy.wendel@mvahpartners.com

MVAH Partners LLC (MVAH) was founded in 2018 after spinning off from the Miller-Valentine Group (MVG). MVAH is operating by the same highly successful team as it was under the MVG umbrella. MVG was founded in 1963, is an Ohio-based, nationally recognized, full-service real estate company. MVG is highly experienced in the successful (high quality, on time, and within program requirements) execution of multiple tax credit and other housing related transactions at various stages in the development process each year, across multiple states.

We pride ourselves on working with our partners to evaluate long-term financial strategies and means of implementation, considering ways to optimize portfolios and reposition assets, and proposing strategic partnerships that can potentially further economic and community development. This strategy has led to numerous awards, both regional and national. In 2016, Affordable Housing Finance magazine ranked Miller-Valentine Group as the 3rd largest Affordable Housing Developer and 34th largest Affordable Housing Owner.

MVAH consists of professionals with extensive experience acquiring, planning, financing, developing, leasing and managing multifamily assets. Our experience in affordable housing development has prompted us to establish and implement a work model that maximizes both efficiency and creativity. Each development is directly managed by a team of Development staff and consistently monitore. This multi-disciplinary approach ensures reliable execution of complex developments.

MVAH has demonstrated capacity to successfully meet program guidelines on all developments currently in the development process, under construction, and in the future business pipeline. MVAH has 23 employees and 3 will be dedicated to the proposed project. These individuals are Pete Schwiegeraht, Denise Blake, and Sean Beismann. Mr. Schwiegeraht will serve as the project manager and coordinate development efforts through stabilization.

MVAH
PARTNERS

Who We Are....

MVAH Partners LLC (MVAH; formerly Miller-Valentine Group) began developing affordable housing in 1993. Since then, more than 7,000 affordable housing units have been developed, ranging across a broad spectrum of housing types: multi-story apartment homes for families and seniors, single-story "villa" style apartment homes, single-family, townhomes, acquisition-rehab, and adaptive reuse (including historic). MVAH has a singular focus, which is to be a leading provider of quality affordable housing for those who need it most. This now includes over 90 affordable housing properties owned in fifteen states. MVAH has extensive experience with turnkey development as well, and value our long-term partnerships and relationships with non-profits and public agencies and will continue to build upon those strong relationships.

2018 brought a change in the ownership structure, due to the spin-off of Miller-Valentine Group's (MVG) affordable housing business. This spin-off was determined by leadership to be in the best interest for both the affordable and commercial businesses of MVG to thrive moving forward. The team members, and their extensive experience with the affordable housing industry remain unchanged. What did change was the ability for the respective businesses to focus on what they excel at, albeit separately.

MVAH Development, f/k/a MV Residential Development (MVRD), is a recent spin-off of the development arm of MVG's affordable housing division. MVAH Development is a Cincinnati and Charlotte-based, nationally recognized, affordable housing developer. MVAH Development will continue with the same key principals and development staff; in other words, it's business as usual. Affordable Housing Finance magazine ranked MVRD as 3rd of the Top 50 Affordable Housing Developers and 34th of the Top 50 Affordable Housing Owners in 2016.

MVAH has been successful in receiving LIHTC awards on an ongoing basis. We creatively approach the financing of developments, using multiple sources of funding as a matter of course in order to supplement LIHTC awards. These include NSP, HOME, FHLB's Affordable Housing Program, HUD and USDA programs, and a plethora of others. We have built strong, ongoing relationships with key lenders, syndicators, Housing Finance Agencies, and other public agencies that allow us to identify solutions to complex financing issues, secure the funding, and ultimately develop the properties.

Both former partners of MVG, the principals of MVAH are Brian McGeady and Michael Riechman. Between them, they have over three and a half decades of experience in the tax credit industry.

Brian McGeady guides the development activities of the affordable housing division responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. Product types include senior communities, multifamily and single-family homes financed with both 9% and 4% credits.

MVAH
PARTNERS

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties, involved in more than $150 million of equity investment.

Michael Riechman is responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance. Prior to joining MVAH, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions.

He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately $600 Million.

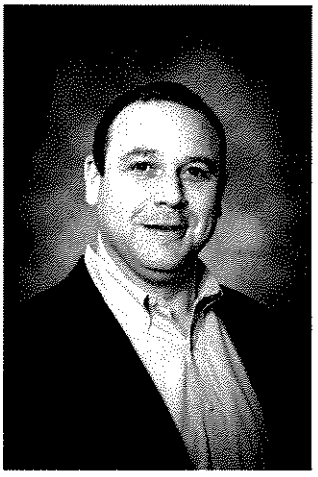
MVAH consists of professionals with extensive experience acquiring, planning, financing, developing, leasing and managing multifamily assets. MVAH's experience in affordable housing development has prompted the establishment and implementation of a work model that maximizes both efficiency and creativity. Each development is directly managed and monitored by a regional team of development staff. This multi-disciplinary approach amongst the team ensures reliable execution of complex developments. Three individuals (Pete Schwiegeraht, Denise Blake, and Sean Beismann) will be dedicated to the proposed Broadway Lofts development and will lead and coordinate development efforts through stabilization.

MVAH PARTNERS

# Brian McGeady

**Managing Partner**

9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069
513-964-1141 ■ brian.mcgeady@mvahpartners.com ■ www.mvahpartners.com



**Experience & Expertise**

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3rd largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than $150 million of equity investment.

**Professional Associations**

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, (YPO) Young President's Association
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

**Education**

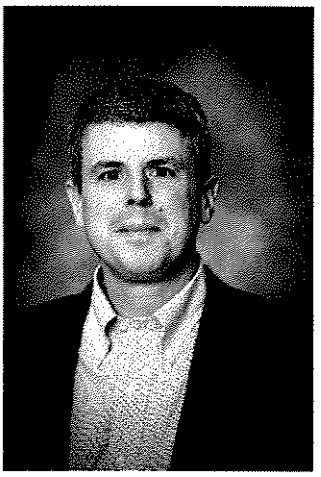
- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

MVAH PARTNERS

# Michael Riechman

**Managing Partner**

5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com



**Experience & Expertise**

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately $600 Million.

**Professional Associations**

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

**Education**

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University

MVAH PARTNERS

# Pete Schwiegeraht

## Senior Vice President of Development - Midwest Region

**Experience & Expertise**

- Land Acquisition
- Land Development
- Project Management
- Community Planning
- Economic Development
- Architecture
- Adaptive-Reuse
- Mixed-Use Development
- Historic Preservation
- Class-A Market Rate Apartments
- Tax Credit Housing
- HUD / Section 8
- Single Family Rental Homes
- In-Fill / Revitalization

**Projects**

**WaterStone Landing**
Perrysburg, OH - 288 Market Rate Units

**Whitehouse Square Senior Village**
Whitehouse, OH - 36 Senior Units

**Carriage Trails Senior Village**
Huber Heights, OH - 42 Senior Units

**Sylvania Senior Residence**
Sylvania, OH - 51 Senior Apartments and Villas

**One Penrose Place**
Lawrence, IN - 45 Senior Units

**Summit Points**
Lawrenceburg, IN - 83 Workforce Housing Units

**Central Park Place**
Columbus, IN - 63 Senior Housing Units

**Patterson Pointe Senior Residence**
Bloomington, IN - 61 Senior Apartments

**Palm House Apartments**
Wooster, OH - 62 Family Oriented Section 8 Units

**The Reserve at Lakeview Landing**
Huron, OH - 48 Senior Apartments and Villas

**The Lofts at Roberts**
Muncie, IN - 83 Senior Housing Units w/ 1st Floor Retail (Historic/Adaptive)

**Twin Lakes Senior Villas**
Rantoul, IL - 42 Senior Apartments

**Southwick Manor**
Brunswick, OH - 54 Senior Housing Units

**Harbor Town Senior Residence**
Perrysburg, OH - 69 Senior Housing Units

**Park Lofts**
Huntington, IN - 59 Senior Housing Units (Adaptive)

**Newton Senior Residence**
Newton, IA - 45 Senior Housing Units

**Morton Senior Residence**
Morton, IL - 61 Senior Housing Units (Adaptive)

**Jasper Lofts**
Jasper, IN - 67 Workforce Housing Units (Adaptive)

**Southridge Senior Lofts**
Des Moines, IA - 51 Senior Housing Units

**Keokuk Senior Lofts**
Keokuk, IA - 45 Senior Housing Units

**Centerville Senior Lofts**
Centerville, IA - 44 Senior Housing Units

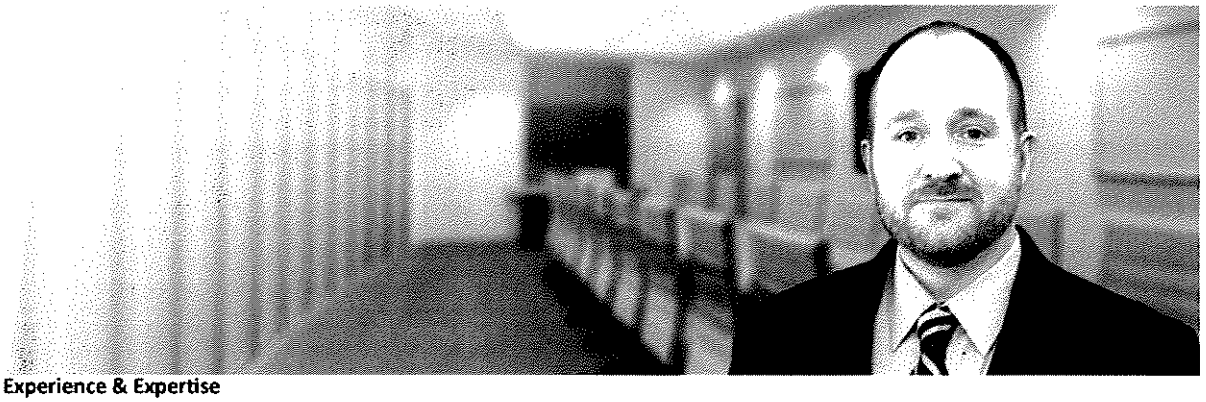
**Education**

- Major Architecture & Environmental Design, Bowling Green State University
- M. Comm. Pl., University of Cincinnati (DAAP) – 2 Years

MVAH PARTNERS

# Sean Beismann

## Underwriting Manager, MVAH Development LLC



**Experience & Expertise**

Sean is involved in the strategic planning, deal structuring and maintenance of strategic housing partnerships with non-profit and for-profit organizations. He has played an instrumental role in helping drive the geographical expansion of the organization. Sean has been involved in the development process and financing of over 4,500 apartment homes throughout fourteen states. As Underwriting Manager, he leads a team of individuals involved in the underwriting of tax credit applications throughout the organization's footprint.

Sean has experience with developments containing multiple sources of financing and/or funding types, including: 4%/9% Tax Credits, Federal/State Historic Tax Credits, State Tax Credits, HOME, City/County Funding, NeighborWorks, Federal Home Loan Bank, Tax Credit Assistance Program, Tax Credit Exchange, Neighborhood Stabilization Program, TIFs/Abatements/PILOTS and Rural Development. Furthermore, his experience with development extends to those involving Supportive Services, Permanent Supportive Housing, Mark-to-Market, Project-Based Vouchers, and Lease-Purchase development. Overall, Sean has been involved in the closing of over 80 developments, totaling over $750MM in total development cost since 2001, which was the start of his career in the affordable housing industry.

**Projects**

- Multi-family Housing
- Single family Housing
- New Construction
- Preservation of Affordable Housing
- Historic and Non-Historic Adaptive Reuse

**Certifications**

ULI Real Estate Development

**Education**

B.S., Finance & Accounting, University of Cincinnati

MVAH PARTNERS

# Denise Blake

## Project Management Director, MVAH Development LLC

**Experience & Expertise**

Denise Blake provides the overall leadership of the project management (PM) team. Denise understands the overall closing goals for each development, assists in the collaboration efforts with third party preconstruction services teams, and leads a team of individuals, Development Directors, through the "Application to Award" and "Award to Construction" processes. The PM team is responsible for the oversight of the Award to Construction timeline and acts as an Owner's Representative once a development is under construction. Denise is also a part of the Midwest Development team that is responsible for the land acquisition and development activities for affordable housing in Ohio, Indiana and Michigan. She maintains and preserves strategic housing partnerships with non-profit organizations, state housing finance agencies, and other industry professionals. She also provides presentations to local municipalities for support and approvals of variances, site plans, and rezoning strategies. Additionally, she negotiates with and directs the work of outside consultants as well as coordinates in-house developments.

Denise has been involved in the development and finance of more than 2,000 apartment units in Ohio, Iowa, Indiana, Michigan, Pennsylvania, Texas, and Oklahoma since 2001, which was the start of her career in the affordable housing industry.

**Projects**

- Multi-family Housing
- Single Family Housing
- New Construction
- Preservation of Affordable Housing
- Historic and Non-Historic Adaptive Reuse

**Education**

- B.A., Communication, University of Cincinnati

MVAH PARTNERS

# Developer Past Experience

**Experience Operating and Maintaining Multifamily Affordable Housing**

All MVAH Partners developments listed below are affordable in nature and utilize the Low-Income Housing Tax Credit (LIHTC) as well as provide a variety of services to residents.

1. Hampshire Landing II
   - Location: Joplin Missouri
   - Unit Count: 48 units (new construction)
   - Owner: MVAH Holding LLC
   - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management
   - Cost: $7,700,000
   - Place in Service Date: 5/9/2019

2. 4th Avenue Lofts
   - Location: Clinton Iowa
   - Unit Count: 48 units (new construction)
   - Owner: MVAH Holding LLC
   - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management
   - Cost: $9,200,000
   - Place in Service Date: 12/28/2017

3. Harrison Lofts
   - Location: Muscatine Iowa
   - Unit Count: 52 units (new construction)
   - Owner: MVAH Holding LLC
   - Address:9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management
   - Cost: $9,700,000
   - Place in Service Date: 7/24/2018

4. Bottleworks Lofts
   - Location: Fort Wayne Indiana
   - Unit Count: 50 units (adaptive reuse/new construction)
   - Owner: MVAH Holding LLC
   - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management
   - Cost: $14,500,000
   - Place in Service Date: 12/31/2018

5. Reserve at Hagan
   - Location: Whitehouse Texas
   - Unit Count: 72 units (new construction)
   - Owner: MVAH Holding LLC
   - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management
   - Cost: $12,000,000
   - Place in Service Date: 12/18/2018

6. Riverside Senior Lofts
   - Location: Riverside Ohio
   - Unit Count: 62 units (new construction)
   - Owner: MVAH Holding LLC
   - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management
   - Cost: $9,300,000
   - Place in Service Date: 11/5/2018

7. South Court Senior Villas (Partnership with Median Metropolitan Housing Authority)
   - Location: Medina Ohio
   - Unit Count: 48 units (new construction)
   - Owner: MVAH Holding LLC
   - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management

- Cost: $9,300,000
- Place in Service Date: 8/29/2018

8. Vine Street Lofts
   - Location: Jasper Indiana
   - Unit Count: 62 units (adaptive reuse)
   - Owner: MVAH Holding LLC
   - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management
   - Cost: $13,700,000
   - Place in Service Date: 8/30/2018

9. Centerville Senior Lofts
   - Location: Centerville Iowa
   - Unit Count: 44 units (new contruction)
   - Owner: MVAH Holding LLC
   - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
   - Email: brian.mcgeady@mvahpartners.com
   - Phone: 513-964-1141
   - Key Staff: MVAH Development & Management
   - Cost: $7,200,000
   - Place in Service Date: 12/18/2017

10. Jasper Lofts
    - Location: Jasper Indiana
    - Unit Count: 67 units (adaptive reuse)
    - Income Targeting (% of AMI): 30%,40%,50%,60%
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $13,900,000
    - Place in Service Date: 5/31/2017

11. Keokuk Senior Lofts
    - Location: Keokuk Iowa
    - Unit Count: 45 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069

- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: $7,700,000
- Place in Service Date: 12/27/2017

12. Market Street Lofts
    - Location: East Liverpool Ohio
    - Unit Count: 45 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $9,900,000
    - Place in Service Date: 12/22/2017

13. Mulberry Street Properties (Harrisburg Housing Authority Partnership)
    - Location: Harrisburg Pennsylvania
    - Unit Count: 50 units (new construction)
    - Owner: Harrisburg Housing Authority
    - Address: 351 Chestnut St. Harrisburg, PA 17101
    - Email: hha@harrisburghousing.org
    - Phone: 717-232-6781
    - Key Staff: MVAH Development
    - Cost: $16,500,000
    - Place in Service Date: Under Construction

14. Reserve at Edison Hill
    - Location: Parkersburg West Virginia
    - Unit Count: 30 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $7,800,000
    - Place in Service Date: 12/12/2017

15. Reserve at Engel Road (Similar metro to Milwaukee as well as size/complexity)
    - Location: New Braunfels Texas

- Unit Count: 96 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Place in Service Date: 12/15/2017

16. Reserve at Quebec (Similar metro to Milwaukee as well as size/complexity)
    - Location: Fort Worth Texas
    - Unit Count: 296 (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $46,800,000
    - Place in Service Date: Under Construction

17. Southridge Senior Lofts
    - Location: Des Moines Iowa
    - Unit Count: 52 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $8,400,000
    - Place in Service Date: 12/29/2017

18. Whitehouse Square Townhomes
    - Location: Whitehouse Ohio
    - Unit Count: 55 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $11,400,000
    - Place in Service Date: 5/31/2017

19. Gardens at Harvest Point (Similar metro to Milwaukee as well as size/complexity)
    - Location: Augusta Georgia
    - Unit Count: 256 (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $35,100,000
    - Place in Service Date: Under Construction

20. Burkett Place
    - Location: North Strabane Pennsylvania
    - Unit Count: 48 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $11,400,000
    - Place in Service Date: 12/8/2017

21. The Residence at Eagles Point
    - Location: Eaton Ohio
    - Unit Count: 40 units (adaptive reuse)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $12,400,000
    - Place in Service Date: 12/20/2016

22. Galena Estates
    - Location: Galena Kansas
    - Unit Count: 40 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management

- Cost: $6,800,000
- Place in Service Date: 8/22/2016

23. Huntingburg Senior Residence
    - Location: Huntingburg Indiana
    - Unit Count: 45 units (adaptive reuse)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $9,000,000
    - Place in Service Date: 6/24/2016

24. Morton Senior Residence
    - Location: Morton Illinois
    - Unit Count: 61 units (adaptive reuse)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $10,300,000
    - Place in Service Date: 12/27/2016

25. Reserve at Rosebud
    - Location: Clarksburg West Virginia
    - Unit Count: 35 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $7,900,000
    - Place in Service Date: 6/16/2016

26. Roosevelt Homes II
    - Location: Dayton Ohio
    - Unit Count: 30 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com

- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: $7,200,000
- Place in Service Date: 3/24/2016

27. Cape's Landing
    - Location: Fayetteville North Carolina
    - Unit Count: 96 (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $12,000,000
    - Place in Service Date: 12/13/2016

28. Water Tower Park Senior Village
    - Location: Gray Georgia
    - Unit Count: 72 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $11,100,000
    - Place in Service Date: 11/1/2016

29. Ashley Grove Senior Residence
    - Location: Mount Orab Ohio
    - Unit Count: 43 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $7,800,000
    - Place in Service Date: 1/9/2015

30. Harbor Town Senior Residence
    - Location: Perrysburg Ohio
    - Unit Count: 69 units (new construction)
    - Owner: MVAH Holding LLC

- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: $10,900,000
- Place in Service Date: 8/27/2015

31. Newton Senior Residence
    - Location: Newton Iowa
    - Unit Count: 53 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $8,500,000
    - Place in Service Date: 10/28/2015

32. Oak Ridge Apartments
    - Location: Nolanville Texas
    - Unit Count: 48 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $6,900,000
    - Place in Service Date: 6/16/2015

33. Park Lofts at Huntington
    - Location: Huntington Indiana
    - Unit Count: 59 units (adaptive reuse/new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $11,400,000
    - Place in Service Date: 12/30/2015

34. Reserve at McAlister
    - Location: Fort Worth Texas

- Unit Count: 124 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: brian.mcgeady@mvahpartners.com
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: $17,500,000
- Place in Service Date: 10/9/2015

35. Reserve at Spencer
    - Location: Spencer Oklahoma
    - Unit Count: 54 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $9,100,000
    - Place in Service Date: 12/17/2015

36. Southwick Manor Apartments (Partnership with Medina Metropolitan Housing Authority)
    - Location: Brunswick Ohio
    - Unit Count: 54 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $9,200,000
    - Place in Service Date: 9/24/2015

37. Worthington Creek Apartments
    - Location: Parkersburg West Virginia
    - Unit Count: 36 (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $6,600,000
    - Place in Service Date: 9/9/2015

38. Hampshire Landing
    - Location: Joplin Missouri
    - Unit Count: 84 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $13,800,000
    - Place in Service Date: 7/19/2013

39. Huron Senior Residence
    - Location: Huron Ohio
    - Unit Count: 45 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $8,00,000
    - Place in Service Date: 12/24/2013

40. Lofts at Roberts
    - Location: Muncie Indiana
    - Unit Count: 83 units (adaptive reuse)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $15,700,000
    - Place in Service Date: 3/31/2014

41. Riverside Landing at Delaware Place
    - Location: Delaware Ohio
    - Unit Count: 63 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management

- Cost: $11,500,000
- Place in Service Date: 12/26/2013

42. Silversage Point at Western Center (Similar metro to Milwaukee as well as size/complexity)
    - Location: Fort Worth
    - Unit Count: 120 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $17,340,454
    - Place in Service Date: 12/23/2014

43. Twin Lakes Senior Villas
    - Location: Rantoul Illinois
    - Unit Count: 42 units (new construction)
    - Owner: MVAH Holding LLC
    - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
    - Email: brian.mcgeady@mvahpartners.com
    - Phone: 513-964-1141
    - Key Staff: MVAH Development & Management
    - Cost: $7,900,000
    - Place in Service Date: 10/21/2013

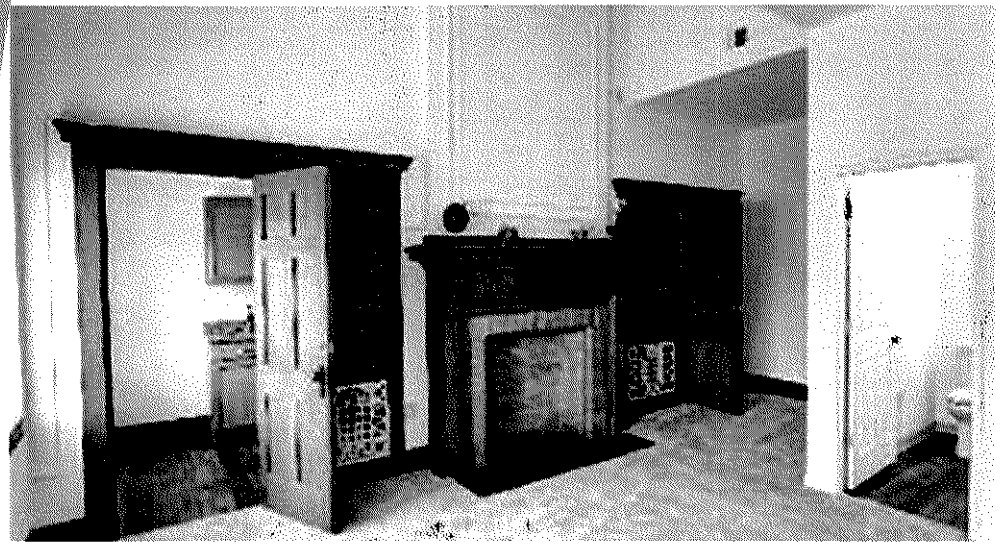
MVAH PARTNERS

MVAH is committed to providing residents with access to supportive services. Since community-based non-profits are typically more attuned to the needs of local residents, MVAH often partners with these organizations to coordinate the delivery of these services. A dedicated service coordinator is responsible for the implementation of the supportive services. The coordinator networks with local service agencies in coordinating the services as needed, and also acts as the liaison for any initiatives unique to the development, such as Workforce or Health Care programs. Many of the services required by residents are ultimately provided through referrals to other local non-profit agencies. However, the service coordinator does assist in the provision of individualized case management, and continually monitors the use, savings, and success of the Supportive Service Plan. New residents typically receive a brochure notifying them of local support programs that are available and are encouraged to contact the Service Coordinator either by phone or in person when the coordinator's on-site representative is present.

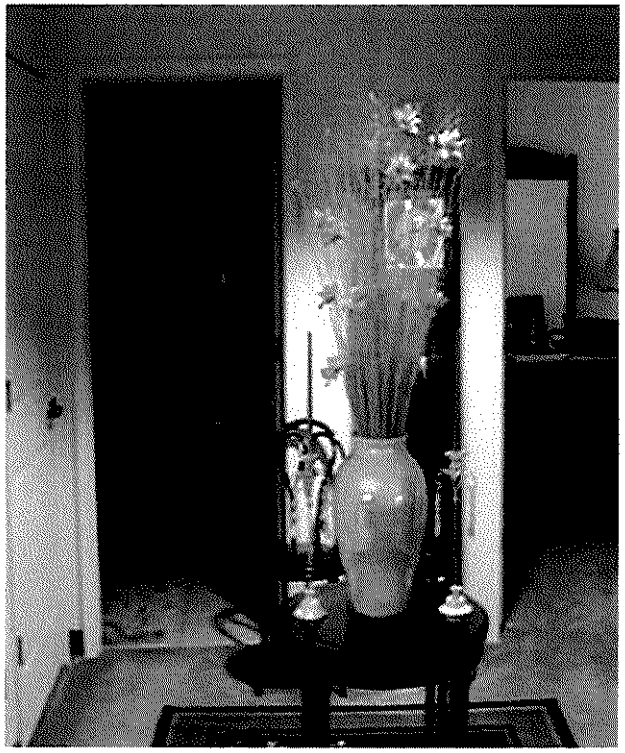
While the supportive services offered can vary from project to project, the following are some of the services commonly provided at MVAH properties:

- Meals and Nutrition – Residents will be educated about the importance of good nutrition. In-Home and congregate meals will also be available daily
- Housekeeping – Light housekeeping services will be available to residents
- Transportation – The supportive services coordinator will ensure that adequate transportation services are available to residents at the site
- Assistance with Daily Needs – Residents will have access to caregiver assistance with daily needs
- Healthcare – Residents will be provided with information about referrals to home health services including services such as health care screenings, dental care, nursing care, rehabilitation and physical therapy, and chronic illness treatment
- Financial Literacy – Residents will have access to financial literacy, credits counseling and other basic education such as GED and ESL classes
- Education – Residents will have access to basic education, workforce /vocational training, education for mature adults, and other educational programs
- Jobs Programs – Residents will have access to jobs preparedness and job attainment programs
- Regularly Scheduled Activity Programs – The service coordinator, with the assistance of the on-site manager, will coordinate regularly scheduled cultural, social, recreational, and health and wellness programs. These programs will in part be driven by the expressed desires and interests of the residents. Programs may include activities such as gardening, exercise classes, informational healthcare forums, reading clubs, and educational lectures
- Resident Association – Working with the on-site manager, the service coordinator will provide accommodations for the support of a Resident Association
- Family Oriented Services – Credit Counseling / Personal Finance Training / Planning / Continuing Education / Job Training and Referrals / Life Skills Training / Day-Care and After-School Programs.

# **Eagles Point** – Historic Adaptive Re-Use, Eaton, Ohio

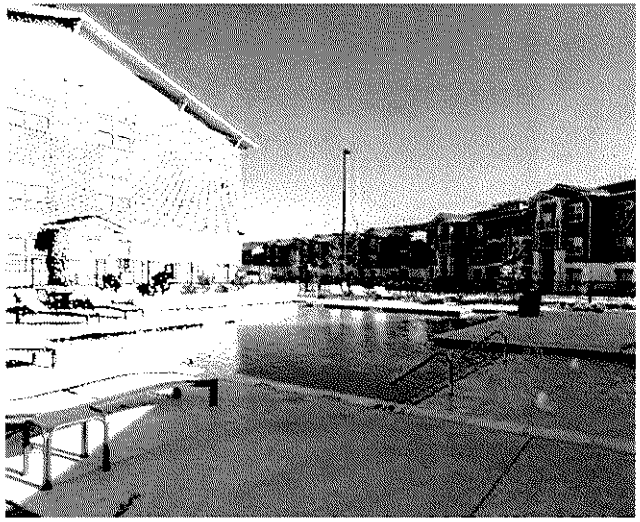


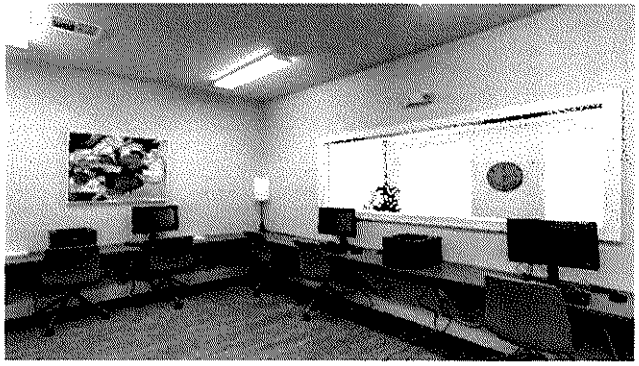
# **Walnut Ridge** – Historic Adaptive Re-Use, Indianapolis, IN



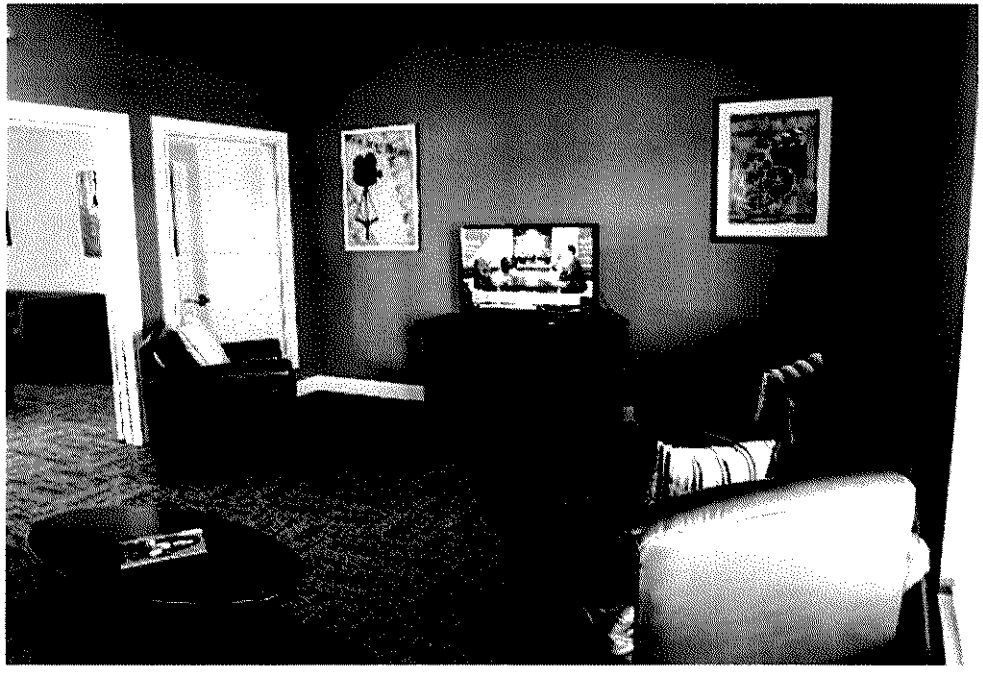
# **Pinecrest** - Walkertown, North Carolina

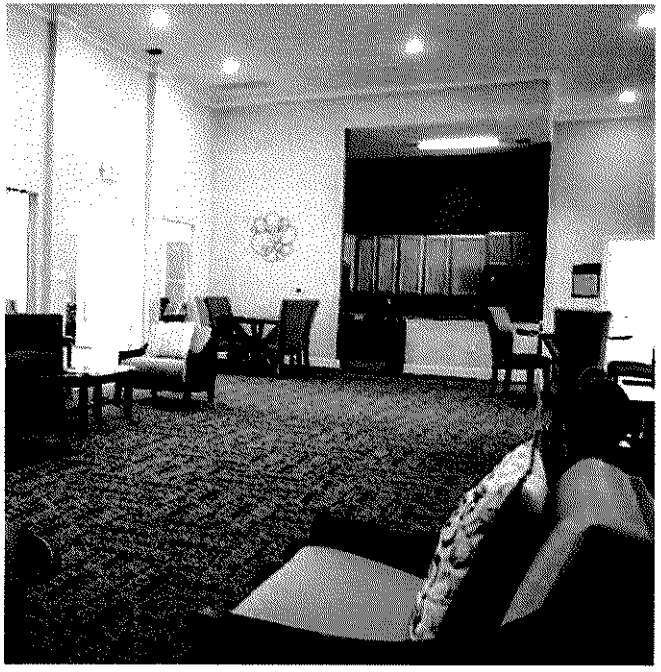
# **Reserve at Quebec** – Fort Worth, Texas



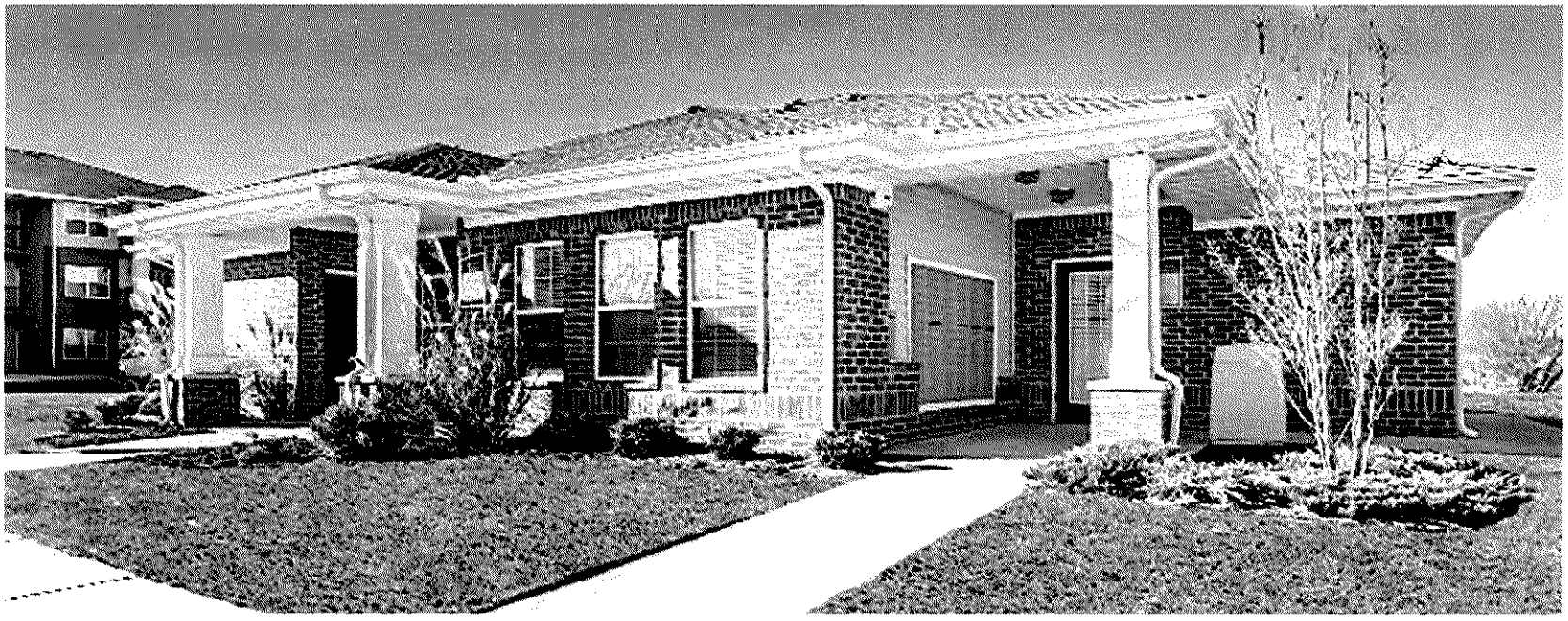


# Silversage Point at Western Center - Fort Worth, Texas

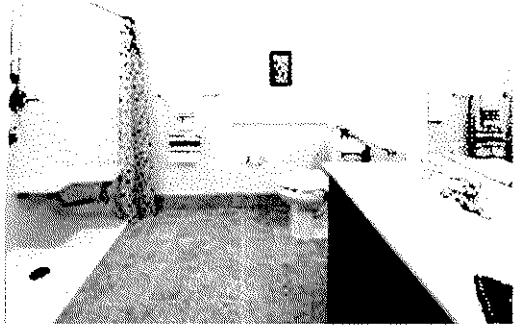


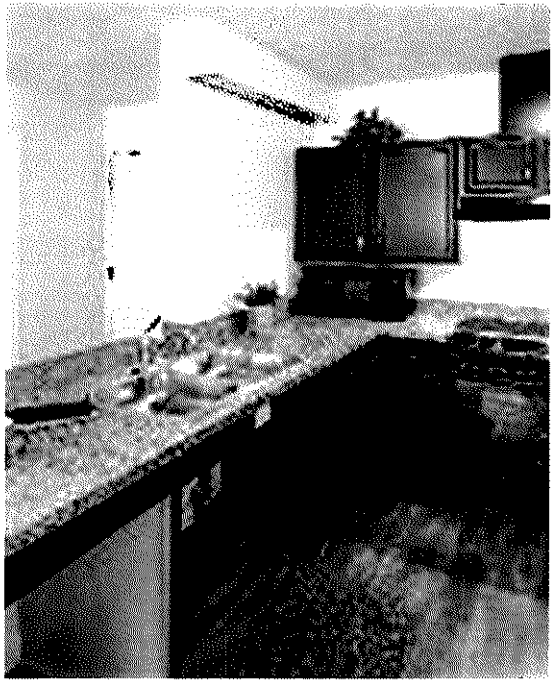


# **Reserve at Spencer**- Spencer, Oklahoma



# **Newton Place** - Newton, Iowa

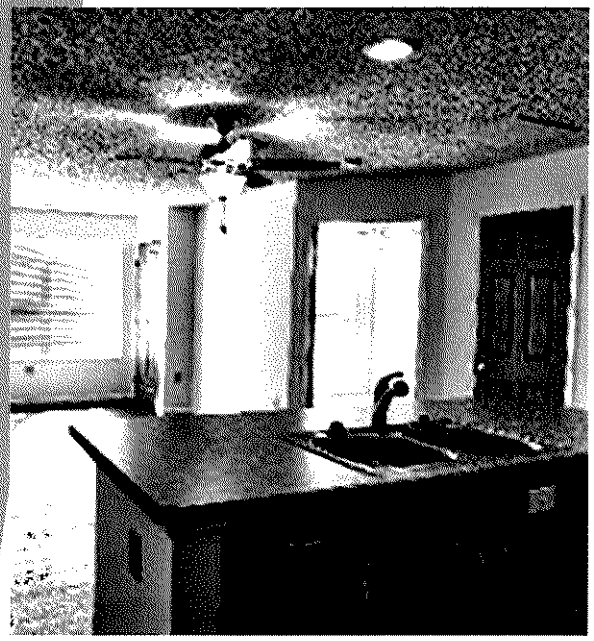


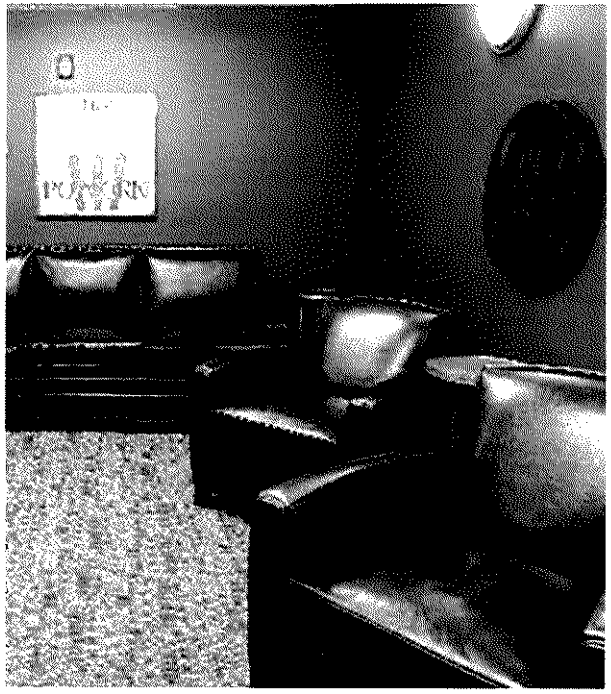


# **Hamburg Senior Residence** - Lexington, Kentucky

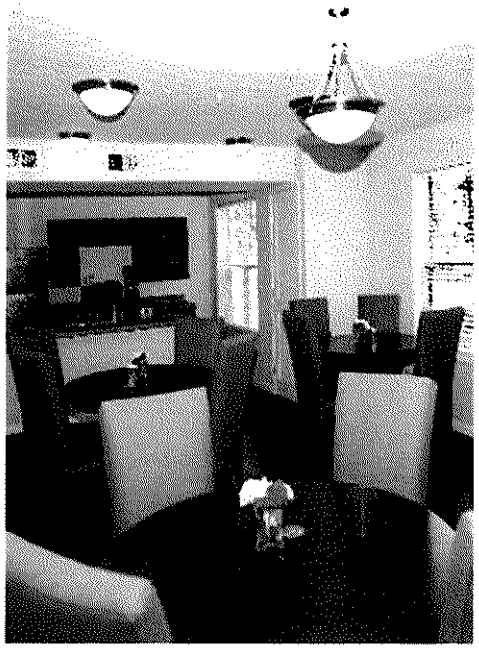
# **Patterson Pointe** - Bloomington, Indiana

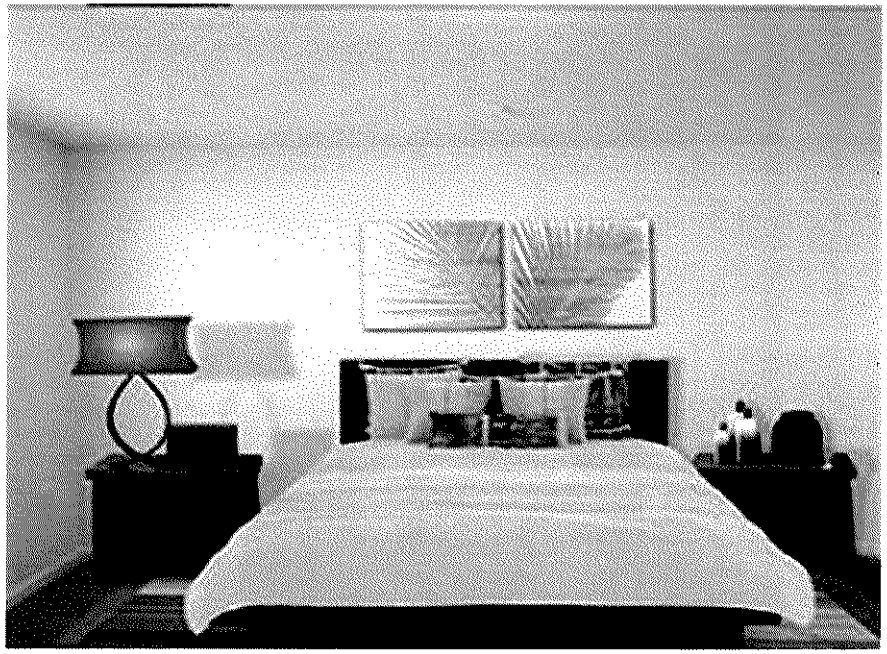
# **One Penrose Place** - Lawrence, Indiana





# **Residence at Washington Street** - Kokomo, Indiana





MVAH PARTNERS

# Empower People. Enhance Communities.

Since our founding in 1993, MVAH Partners has been dedicated to quality, value and service. It's a commitment we continue today with a wide range of development, construction and property management experience.

We have developed, constructed, owned and managed more than 6,000 affordable and senior housing residential units. This includes over 99 properties in 15 states. MVAH has also received multiple awards in recognition of its successful affordable housing development business.

MVAH Partners is a recognized leader in the multi-family and senior housing business.

We have been developing, building, and managing quality multi-family and senior rental communities in the Midwest, Northeast, Southeast & Southwest for 25 years. Every MVAH Partners community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

**Our Product Expertise & Experience includes:**

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Luxury Apartments
- Military Housing
- Student Housing
- Senior Living: Independent Living, Assisted Living, Skilled Nursing
- Home Owners Associations
- Retail and Office Space

**Our committed professionals give our communities the competitive advantage and property value through:**

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at **www.mvahpartners.com** to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."

MVAH PARTNERS

**Empower People. Enhance Communities.**

# Residential Property Management

## Get the **maximum** from your **investment**

MVAH Partners brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:

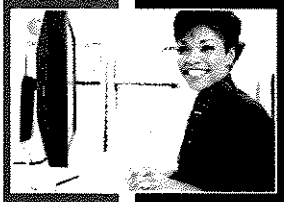
- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting

## Let us **see to** the **details**

MVAH Partners provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:

- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively

## Keep your units at **ultimate capacity**



MVAH Partners also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:

- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace

MVAH PARTNERS

# Empower People. Enhance Communities.

| Community | Location | Units | Type |
|---|---|---|---|
| 4th Avenue Lofts | Clinton, IA | 48 | Multi-Family |
| Allegheny Pointe | Apollo, PA | 52 | Senior |
| Ashley Grove | Mt. Orab, OH | 43 | Senior |
| Boonville Homes | Boonville, IN | 44 | Single Family Homes |
| Bottle Works Lofts | Fort Wayne, IN | 50 | Multi/Single Family |
| Burkett Place | Washington, PA | 48 | Multi-Family |
| Cape's Landing Apartments | Fayetteville, NC | 96 | Multi-Family |
| Carriage Trails Senior Villas | Tipp City, OH | 34 | Senior |
| Carriage Trails Senior Village II | Tipp City, OH | 46 | Senior |
| Centerville Senior Lofts | Centerville, IA | 44 | Senior |
| Central Park Place | Columbus, IN | 63 | Senior |
| Cicero Senior Lofts | Cicero, IL | 62 | Senior |
| Cypress Lofts | Cedar Rapids, IA | 51 | Multi-Family |
| Delaware Place (Riverside Landing at) | Delaware, OH | 63 | Senior |
| Eaton Senior Villas | Eaton, OH | 44 | Senior |
| Edison Hill Commons | Parkersburg, WV | 30 | Multi-Family |
| Enclave | Winston-Salem, NC | 68 | Multi-Family |
| Enclave II | Winston-Salem, NC | 96 | Multi-Family |
| Faith Community | Crestline, OH | 41 | Senior |
| Francis Senior Lofts | Jackson, MI | 45 | Senior |
| Galena Estates | Galena, KS | 40 | Multi-Family |
| Gallatin Park | Gallatin, TN | 48 | Multi-Family |
| Gardens at Harvest Point | Augusta, GA | 256 | Multi-Family |
| Hamburg Senior Residence | Lexington, KY | 62 | Senior |
| Hampshire Landing | Joplin, MO | 84 | Multi-Family |
| Hampshire Landing II | Joplin, MO | 48 | Multi-Family |
| Harbor Town Senior Residence | Perrysburg, OH | 69 | Senior |
| Harmony Senior Village | Williamsburg, OH | 30 | Senior |
| Harrison Lofts | Muscatine, IA | 52 | Multi-Family |
| Indian Trace I | Oxford, OH | 84 | Multi-Family |
| Indian Trace II | Oxford, OH | 76 | Multi-Family |
| Jasper Lofts | Jasper, IN | 67 | Multi-Family |
| Jefferson Homes | Dayton, OH | 40 | Single Family Homes |
| Keokuk Senior Lofts | Keokuk, IA | 45 | Senior |
| Lake Towne Senior | Walbridge, OH | 43 | Senior |
| Landings at Steele Creek I | Charlotte, NC | 72 | Multi-Family |
| Landings at Steele Creek II | Charlotte, NC | 48 | Multi-Family |
| Lofts at Robert's | Muncie, IN | 83 | Senior |
| Lofts at St. Joseph's | Huntingburg, IN | 45 | Senior |

MVAH PARTNERS

# Empower People. Enhance Communities.

| Community | Location | Units | Type |
|---|---|---|---|
| Madison Place Senior | Gastonia, NC | 76 | Senior |
| Market Street Lofts | East Liverpool, OH | 45 | Multi-Family |
| Meadow Vista Parkside | Altoona, IA | 59 | Multi-Family |
| Meadow Vista Senior Villas | Altoona, IA | 50 | Senior |
| Mallard Glen | Amelia, OH | 96 | Multi-Family |
| Morton Senior Residence | Morton, IL | 61 | Senior |
| Mulberry Street Properties | Harrisburg, PA | 50 | Multi-Family |
| New Lima Homes | Lima, OH | 60 | Single Family Homes |
| Newton Place Apartments | Newton, IA | 53 | Senior |
| Nia Heights | Toledo, OH | 16 | Single Family Homes |
| Oak Ridge Apartments | Nolanville, TX | 48 | Multi-Family |
| Omega Senior Lofts | Dayton, OH | 81 | Senior |
| One Penrose Place | Lawrence, IN | 45 | Senior |
| Oregon Senior Lofts | Oregon, OH | 81 | Senior |
| Palm House | Wooster, OH | 62 | Multi-Family |
| Park Lofts at Huntington | Huntington, IN | 59 | Senior |
| Patterson Pointe Senior Residence | Bloomington, IN | 61 | Senior |
| Pheasant Run Seniors | Dayton, OH | 75 | Senior |
| Pinecrest | Walkertown, NC | 80 | Multi-Family |
| Reserve at Engel Road | New Braunfels, TX | 96 | Multi-Family |
| Reserve at Hagan | Whitehouse, TX | 72 | Multi-Family |
| Reserve at Lakeview Landing | Huron, OH | 45 | Senior |
| Reserve at McAlister | Ft. Worth, TX | 124 | Senior |
| Reserve at Oak Spring | Clarksburg, WV | 35 | Multi-Family |
| Reserve at Quebec | Ft. Worth, TX | 296 | Multi-Family |
| Reserve at Spencer | Spencer, OK | 54 | Multi-Family |
| Residences at Eagles Point | Eaton, OH | 40 | Multi-Family |
| Ridgewood Heights | Dayton, OH | 40 | Single Family Homes |
| Rising at Phoenix | Dayton, OH | 33 | Single Family Homes |
| Riverside Senior Lofts | Riverside, OH | 48 | Senior |
| Riverview Bluffs | New Richmond, OH | 36 | Senior |
| RiverWorks Lofts | Riverside, OH | 61 | Multi-Family |
| Roosevelt Homes | Dayton, OH | 43 | Single Family Homes |
| Roosevelt Homes II | Dayton, OH | 30 | Single Family Homes |
| Siena Village Senior Living | Dayton, OH | 108 | Senior |
| Silversage Point at Western Center | Ft. Worth, TX | 120 | Multi-Family |
| South Saginaw Homes I | Saginaw, MI | 49 | Single Family Homes |
| South Saginaw Homes II | Saginaw, MI | 42 | Single Family Homes |

MVAH PARTNERS

# Empower People. Enhance Communities.

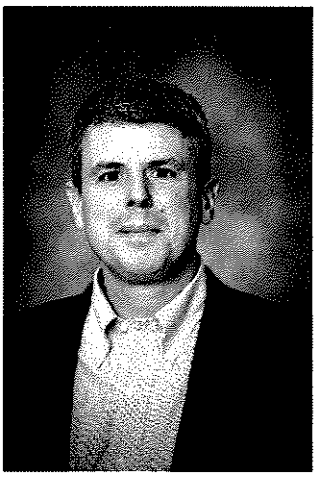
| Community | Location | Units | Type |
|---|---|---|---|
| Southridge Senior Lofts | Des Moines, IA | 52 | Senior |
| Stoney Ridge Estates | Moraine, OH | 25 | Single Family Homes |
| Summit Pointe | Lawrenceburg, IN | 83 | Multi-Family |
| Sunlight Homes | Dayton, OH | 33 | Single Family Homes |
| Sylvania Senior Residence | Sylvania, OH | 51 | Senior |
| Twin Cedars I | Hickory, NC | 36 | Multi-Family |
| Twin Cedars II | Hickory, NC | 72 | Multi-Family |
| Twin Lakes Senior Villas | Rantoul, IL | 42 | Senior |
| Villas at Twin Cedars | Hickory, NC | 40 | Senior |
| Vine Street Lofts | Jasper, IN | 62 | Senior |
| Walkers Ridge | Greensburg, PA | 84 | Multi-Family |
| Walnut Ridge | Indianapolis, IN | 78 | Senior |
| Washington Square Homes | Dayton, OH | 39 | Single Family Homes |
| Washington Square Homes II | Dayton, OH | 29 | Single Family Homes |
| Washington Street Senior Residence | Kokomo, IN | 54 | Senior |
| Water Tower Park Senior Village | Gray, GA | 72 | Senior |
| Wauseon Senior Village | Wauseon, OH | 48 | Senior |
| Whitehouse Square Senior Village | Whitehouse, OH | 32 | Senior |
| Whitehouse Square Townhomes | Whitehouse, OH | 55 | Multi-Family |
| Worthington Creek | Parkersburg, WV | 36 | Senior |

MVAH PARTNERS

# Michael Riechman

**Managing Partner**
**President, MVAH Management LLC**

5950 Fairview Road, Suite 402 ▪ Charlotte, NC 28210
704-323-8938 ▪ michael.riechman@mvahpartners.com ▪ www.mvahpartners.com



**Experience & Expertise**

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately $600 Million.

**Professional Associations**

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

**Education**

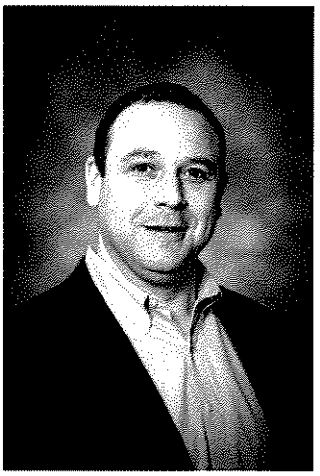
- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University

MVAH PARTNERS

# Brian McGeady

**Managing Partner**
**Vice President, MVAH Management LLC**

9100 Centre Pointe Drive, Suite 210 ▪ West Chester, OH 45069
513-964-1141 ▪ brian.mcgeady@mvahpartners.com ▪ www.mvahpartners.com



**Experience & Expertise**

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3rd largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than $150 million of equity investment.

**Professional Associations**

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

**Education**

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

MVAH PARTNERS

# Katy Wendel

**Regional Vice President**

9100 Centre Pointe Drive, Suite 210 ▪ West Chester, OH 45069
513-964-1149 ▪ katy.wendel@mvahpartners.com ▪ www.mvahpartners.com

**Experience & Expertise**

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.

Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining MVAH Partners LLC, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

**Certifications**

- Housing Credit Certified Professional (HCCP)

**Education**

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

MVAH PARTNERS

# Katherine Vance

**Director of Regulatory Compliance**

9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069
513-964-1151 ■ katherine.vance@mvahpartners.com ■ www.mvahpartners.com

**Experience & Expertise**

Katherine Vance is responsible for overseeing all compliance activities in connection with our portfolio of affordable communities. Her responsibilities include monthly reporting for all properties to investors, state agencies and our partners. She is responsible for program Compliance and internal customer support to all housing programs within the company portfolio. Katherine has over 20 years in the affordable housing industry.

- Monthly reporting of all properties in multiple states. Currently operating in 15 states.
- Training all staff to ensure all program requirements are met for multiple states.
- Completing the Utility Allowance Analysis and Rent Adjustments annually.
- Preparing monthly, quarterly and annual reports for owners and state agencies.
- Completion of all required LIHTC, HOME, RD, HUD, Bond, reporting for multiple states.
- Developed all policies and forms for the Compliance Department implementing state specific guidelines and updates as needed.
- Training of all site staff on software updates and changes. Adjusting policies to reflect changes in the system workflow process.

**Certifications**

- Housing Credit Certified Professional, (HCCP)
- Compliance Professional Executive, (NCP-E)
- Assisted Housing Manager, (AHM)
- Tax Credit Certified Specialist, (TaCCS)
- Certified Occupancy Specialist, (COS)
- Public Housing Manage, (PHM)

**Education**

- BBA, Northwood University

# City of Flint PILOT Application

## Tab B

## Project Description

Project Name: 901 Flats

MVAH PARTNERS

# Project Description:

## I. Intended Usage/Target Market:

LIHTC funding will allow the Garland Street development to provide young professionals, the workforce, and families of Flint new high-quality, affordable housing within a highly walkable downtown corridor near thousands of jobs and countless amenities and services. The proposed development will involve the new construction of 61 energy-efficient units containing the full spectrum of modern amenities. Units will target AMIs of up to 80% of local area median income (income averaging) with an average AMI of 55%. This will accommodate the various housing needs of young professionals, families, and the workforce demographic. Units will be desirable to singles, couples, and families with or without physical challenges.

The proposed project will feature (27) 1-bedrooms, (30) 2-bedroom, and (4) 4-Bedroom units. The diversity in units will be desirable to families of all ages and sizes. 4-bedroom units are rare in new apartment developments and even rarer to be in a central, downtown corridor. All units will offer modern/open floor plans featuring a living/dining area, full-size kitchen, spacious bedrooms, in-unit laundry connections, and an oversized bathroom. Additionally, ample storage will be provided in each unit, including a coat closet, linen closet, pantry, and walk-in closets in most bedrooms. The modern design and open floor plans offer many other amenities attractive to families.

## II. Economic Impact:

Job Creation: Construction activities are anticipated to create between 125 and 175 temporary jobs, which would last throughout the 13–14-month construction process. Once the property is in the lease-up stage, 2 permanent positions will be created. These include a property manager and a service technician. For the 13–14-month construction, most of, if not all sub-contractors will be from the local Flint area. Additionally, ongoing maintenance and repairs of the project will be from local contractors, i.e., roof repairs/maintenance, grass mowing, HVAC service, parking lot maintenance, etc.

Total Investment: We estimate we will invest approximately $14,000,000 into the development of the Garland Street project. This investment equals approximately $230,000 a unit.

Other Impacts: Our proposed development will provide affordable, quality, energy-efficient housing to those who desire to live, work, or play in the downtown Flint area. Residents can focus on growing their

careers, starting businesses, and creating families. This helps create a hub for innovation, provides stability to workers, and can create new, exciting businesses. Creating affordable housing will allow millennials, others early in their career or traditional workforce fields, (teachers, firefighters, police officers, etc.) to live, create, and grow without having to worry about finding stable housing.

**III. Environmental Impact:**

The proposed development will be located at 901 Garland Street in downtown Flint. The site is presently a funeral home that was built prior to 1978. There is a chance, as with any building built before 1978, that the building will contain lead-based paint and or asbestos. The development team is prepared and has budgeted for any and all possibilities, as with any of our developments. A phase I and a phase II environmental assessment report will be completed on the property. These will help us reveal any possible health or environmental concerns, which will be mitigated to the highest degree possible. The development team has budgeted $100,000 for environmental mitigation. Further, we will be working closely to MDEQ standards. The property will be built to high energy efficiency standards, including obtaining a National Green Building Standard (NGBS) Certification, and will feature many high-performance housing characteristics, sustainable development characteristics, universal design features, and low-impact construction processes. (See bonus point tab K for further detail)

**IV. Impact on City Infrastructure:**

The project will be an infill site within a developed downtown corridor. Adding to the fact we are going to develop where a property was, we will utilize and maximize existing utilities. This will have minimal to zero impact on city-based utilities. Completing an infill development will essentially allow us to easily and directly hook up to existing utilities. Additionally, as our site is within walking distance to several bus stops, we will help the Flint MTA maximize ridership and public transit usage. Ultimately leading to more riders on the MTA and a more connected downtown corridor.

**V. Impact on City Services:**

Similarly, to the above, the proposed development will have zero negative impact on city services. The proposed affordable development will provide stability to residents' lives as well as provide a linkage to local services. These will help improve household stability, reduce long-term poverty, and ultimately reduce crime. Additionally, our building will be erected to high energy efficiency standards and be built using the latest fire-retardant materials and processes. Plus, because of stable housing, residents can

further focus on their careers and or starting businesses, and the fact that new affordable housing could lead to a population growth in downtown, there will be more tax dollars for the city.

## VI. Square Footages

901 Garland Street is a 2.62-acre site. We will be using approximately half the site for this workforce development. This will leave the other half for future development. The development team would wish to pursue a senior independent development for the other half of the site in upcoming MSHDA rounds. This could create a highly connected, walkable, multi-generational campus, allowing residents to seamlessly age in place. This singular, multi-generational campus would have access to countless parks, Hurley Medical Center, University of Michigan, the YMCA, low-cost transit, and countless other desirable services and amenities. Our proposed development will comprise 61 total units with a combination of 1, 2, and 4 bedrooms. The building will be approximately 50,000 square feet. The average unit will be about 835 square feet with a plethora of on-site amenities.

## VII. Architectural Renderings:

The Garland Street project will feature (27) 1-bedrooms and (30) 2-bedroom multifamily units in a 3-4 story, elevator-served building. There will also be (4) 4-Bedroom townhome units. All 61 units will be 100% accessible and feature a plethora of modern amenities and energy-efficient features. Further, both buildings will be built to incorporate the values, design, and aura of the surrounding downtown Flint area. We have attached a few photos of a recent development we completed that we believe would fit well within the downtown corridor, however; we are open to local suggestions on how to best integrate our building from an architectural and functional standpoint. Please see the pages below.

## VIII. Other Information:

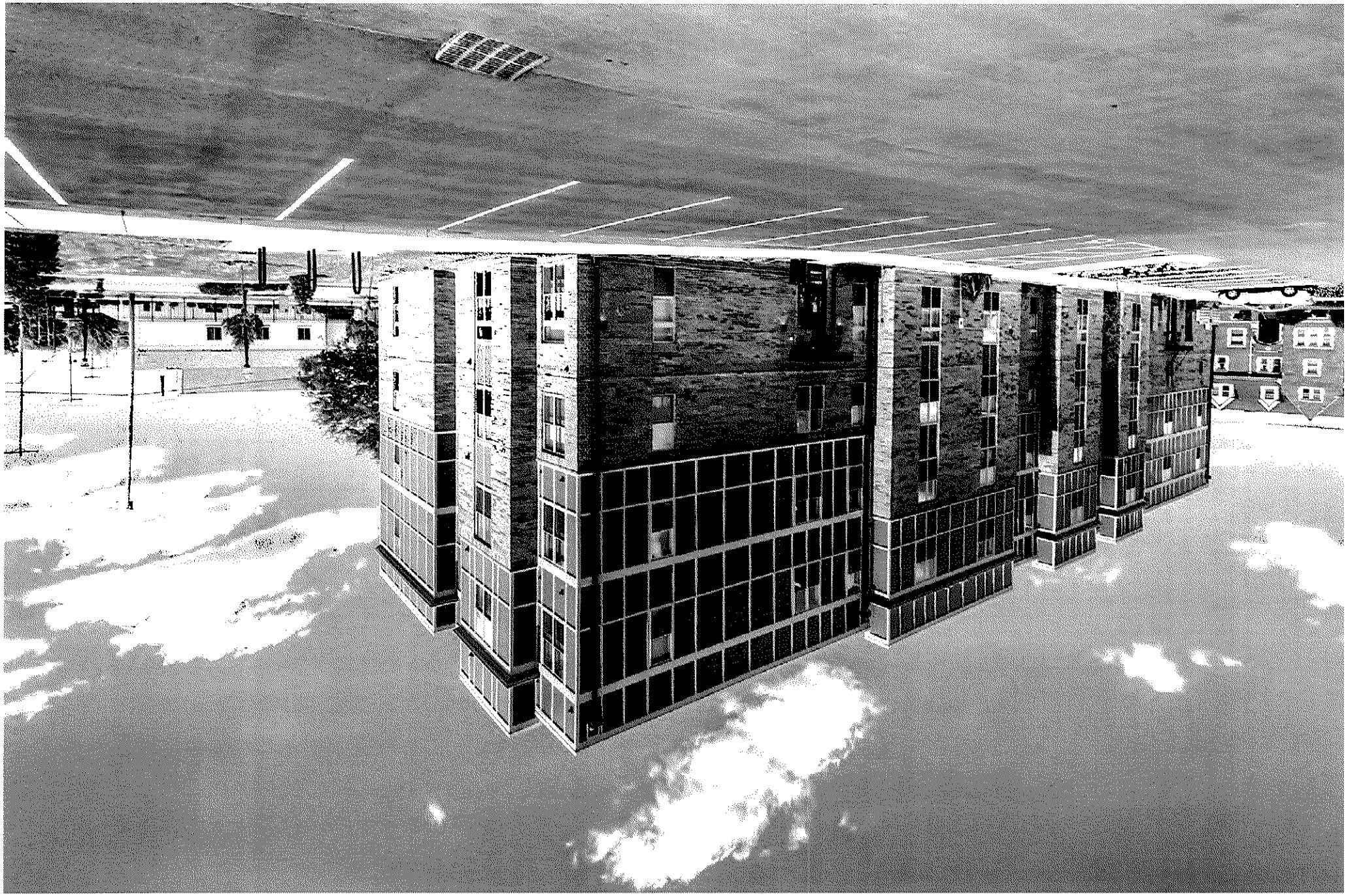
Long Term Ownership: While most developers sell their projects upon completion, we do not. We retain ownership of our projects forever, and we plan on doing the same with this proposed development. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 7 years ago, we completed an $8,000,000 renovation to the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality.

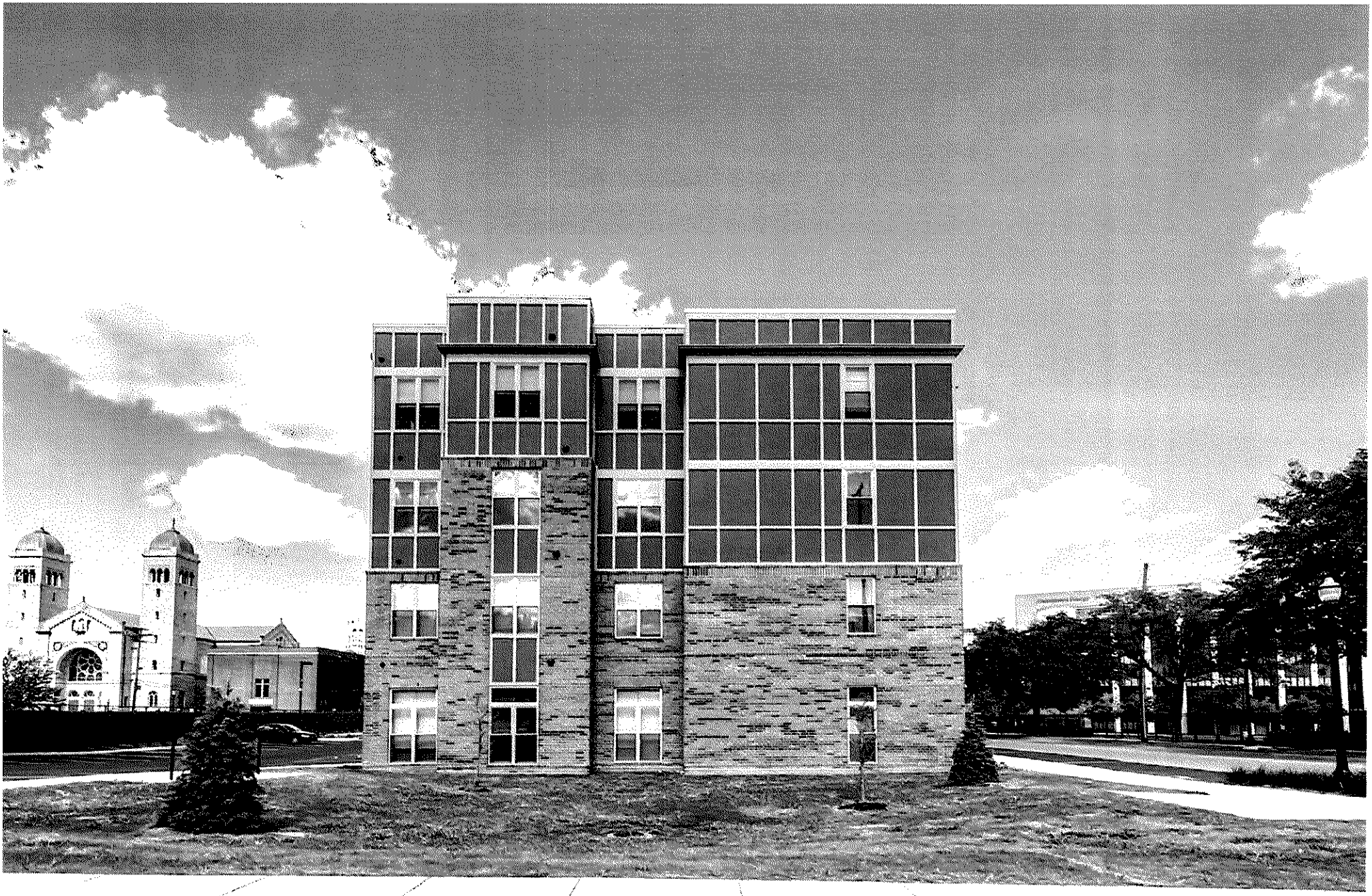
Project Amenities: The development will feature community spaces and amenities in a centralized, elevator-served building. From the main entry, residents and guests will be welcomed by the on-site management office. The building will also contain a large community room with a kitchenette and serving

island/bar, which will serve as the center for community meetings/activities. The building will also offer a fitness center (cardio equipment, lightweights, and yoga/stretch area), and a computer center (computers, internet access, copier/scanner). Security is also a key amenity. This is addressed by providing secured access to the building, parking/entry lighting, unit door peepholes, smoke detectors, and in-unit fire extinguishers. Outdoor amenities will include a pod park.

7TH AVE
POD PARK
TOWNHOMES
LYON
57 UNITS
WORKFORCE HOUSING
3-STORY
GARLAND
FUTURE
W 5TH AVE

123





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107
105

MVAH
PARTNERS Artist Rendering - Concept Only

VISIONS

MVAH PARTNERS Artist Rendering - Concept Only

VISIONS

# City of Flint PILOT Application

## Tab C

## Project Marketing/Target Market

Project Name: 901 Flats

MVAH PARTNERS

## Project Marketing & Target Market:

The Garland Street project will be marketed to singles, couples, and families of all sizes. Units will be 100% accessible and will feature many modern amenities. The central downtown location provides walkable access to thousands of nearby jobs and countless nearby amenities and services. The development will be well within a mile of Hurley Medical Center, The University of Michigan's Flint campus, several parks, low-cost transit, and, among much more. Downtown living combined with the accessibility features will make the project desirable to a diverse range of tenants. Further, with 1-, 2-, and 4-bedroom units, families of all ages and sizes will find what they are looking for. Additionally, the development team will be using approximately half the 2.6-acre site for this development. We plan on using the other half for a future senior independent development, which will create a multi-generational campus within a walkable, highly connected downtown corridor. This will seamlessly allow residents to age in place and enjoy nearby desirable amenities and services.

All marketing and management will be completed by our in-house property management company, MVAH Management. MVAH Management manages most of our portfolio and some third-party projects for others. We have attached our full company resume in tab A, background information, however, we have attached our management company's resume below.

The Garland Street development will not be speculative. We retain ownership of our projects forever, and we will do the same with this development. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 6 years ago, we completed an $8,000,000 renovation to the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality.

We expect 100% occupancy within 7-8 months. This is a conservative estimate, as most of our developments of similar size and scope lease much quicker.

MVAH PARTNERS

# Empower People. Enhance Communities.

Since our founding in 1993, MVAH Partners has been dedicated to quality, value and service. It's a commitment we continue today with a wide range of development, construction and property management experience.

We have developed, constructed, owned and managed more than 6,000 affordable and senior housing residential units. This includes over 99 properties in 15 states. MVAH has also received multiple awards in recognition of its successful affordable housing development business.

MVAH Partners is a recognized leader in the multi-family and senior housing business.

We have been developing, building, and managing quality multi-family and senior rental communities in the Midwest, Northeast, Southeast & Southwest for 25 years. Every MVAH Partners community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

**Our Product Expertise & Experience includes:**

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Luxury Apartments
- Military Housing
- Student Housing
- Senior Living: Independent Living, Assisted Living, Skilled Nursing
- Home Owners Associations
- Retail and Office Space

**Our committed professionals give our communities the competitive advantage and property value through:**

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at **www.mvahpartners.com** to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."

MVAH PARTNERS

Empower People. Enhance Communities.

# Residential Property Management

## Get the **maximum** from your **investment**

MVAH Partners brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:

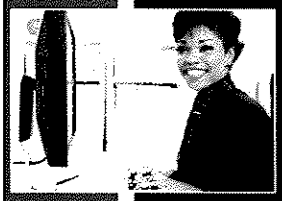
- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting

## Let us **see to** the **details**

MVAH Partners provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:

- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively

## Keep your units at **ultimate capacity**



MVAH Partners also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:

- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace

MVAH PARTNERS

# Empower People. Enhance Communities.

| Community | Location | Units | Type |
|---|---|---|---|
| 4th Avenue Lofts | Clinton, IA | 48 | Multi-Family |
| Allegheny Pointe | Apollo, PA | 52 | Senior |
| Ashley Grove | Mt. Orab, OH | 43 | Senior |
| Boonville Homes | Boonville, IN | 44 | Single Family Homes |
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MVAH PARTNERS

# Empower People. Enhance Communities.

| Community | Location | Units | Type |
|---|---|---|---|
| Madison Place Senior | Gastonia, NC | 76 | Senior |
| Market Street Lofts | East Liverpool, OH | 45 | Multi-Family |
| Meadow Vista Parkside | Altoona, IA | 59 | Multi-Family |
| Meadow Vista Senior Villas | Altoona, IA | 50 | Senior |
| Mallard Glen | Amelia, OH | 96 | Multi-Family |
| Morton Senior Residence | Morton, IL | 61 | Senior |
| Mulberry Street Properties | Harrisburg, PA | 50 | Multi-Family |
| New Lima Homes | Lima, OH | 60 | Single Family Homes |
| Newton Place Apartments | Newton, IA | 53 | Senior |
| Nia Heights | Toledo, OH | 16 | Single Family Homes |
| Oak Ridge Apartments | Nolanville, TX | 48 | Multi-Family |
| Omega Senior Lofts | Dayton, OH | 81 | Senior |
| One Penrose Place | Lawrence, IN | 45 | Senior |
| Oregon Senior Lofts | Oregon, OH | 81 | Senior |
| Palm House | Wooster, OH | 62 | Multi-Family |
| Park Lofts at Huntington | Huntington, IN | 59 | Senior |
| Patterson Pointe Senior Residence | Bloomington, IN | 61 | Senior |
| Pheasant Run Seniors | Dayton, OH | 75 | Senior |
| Pinecrest | Walkertown, NC | 80 | Multi-Family |
| Reserve at Engel Road | New Braunfels, TX | 96 | Multi-Family |
| Reserve at Hagan | Whitehouse, TX | 72 | Multi-Family |
| Reserve at Lakeview Landing | Huron, OH | 45 | Senior |
| Reserve at McAlister | Ft. Worth, TX | 124 | Senior |
| Reserve at Oak Spring | Clarksburg, WV | 35 | Multi-Family |
| Reserve at Quebec | Ft. Worth, TX | 296 | Multi-Family |
| Reserve at Spencer | Spencer, OK | 54 | Multi-Family |
| Residences at Eagles Point | Eaton, OH | 40 | Multi-Family |
| Ridgewood Heights | Dayton, OH | 40 | Single Family Homes |
| Rising at Phoenix | Dayton, OH | 33 | Single Family Homes |
| Riverside Senior Lofts | Riverside, OH | 48 | Senior |
| Riverview Bluffs | New Richmond, OH | 36 | Senior |
| RiverWorks Lofts | Riverside, OH | 61 | Multi-Family |
| Roosevelt Homes | Dayton, OH | 43 | Single Family Homes |
| Roosevelt Homes II | Dayton, OH | 30 | Single Family Homes |
| Siena Village Senior Living | Dayton, OH | 108 | Senior |
| Silversage Point at Western Center | Ft. Worth, TX | 120 | Multi-Family |
| South Saginaw Homes I | Saginaw, MI | 49 | Single Family Homes |
| South Saginaw Homes II | Saginaw, MI | 42 | Single Family Homes |

MVAH PARTNERS

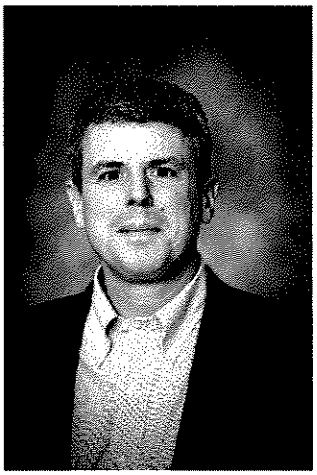
# Empower People. Enhance Communities.

| Community | Location | Units | Type |
|---|---|---|---|
| Southridge Senior Lofts | Des Moines, IA | 52 | Senior |
| Stoney Ridge Estates | Moraine, OH | 25 | Single Family Homes |
| Summit Pointe | Lawrenceburg, IN | 83 | Multi-Family |
| Sunlight Homes | Dayton, OH | 33 | Single Family Homes |
| Sylvania Senior Residence | Sylvania, OH | 51 | Senior |
| Twin Cedars I | Hickory, NC | 36 | Multi-Family |
| Twin Cedars II | Hickory, NC | 72 | Multi-Family |
| Twin Lakes Senior Villas | Rantoul, IL | 42 | Senior |
| Villas at Twin Cedars | Hickory, NC | 40 | Senior |
| Vine Street Lofts | Jasper, IN | 62 | Senior |
| Walkers Ridge | Greensburg, PA | 84 | Multi-Family |
| Walnut Ridge | Indianapolis, IN | 78 | Senior |
| Washington Square Homes | Dayton, OH | 39 | Single Family Homes |
| Washington Square Homes II | Dayton, OH | 29 | Single Family Homes |
| Washington Street Senior Residence | Kokomo, IN | 54 | Senior |
| Water Tower Park Senior Village | Gray, GA | 72 | Senior |
| Wauseon Senior Village | Wauseon, OH | 48 | Senior |
| Whitehouse Square Senior Village | Whitehouse, OH | 32 | Senior |
| Whitehouse Square Townhomes | Whitehouse, OH | 55 | Multi-Family |
| Worthington Creek | Parkersburg, WV | 36 | Senior |

# Michael Riechman

**Managing Partner**
**President, MVAH Management LLC**

5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com



**Experience & Expertise**

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately $600 Million.

**Professional Associations**

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

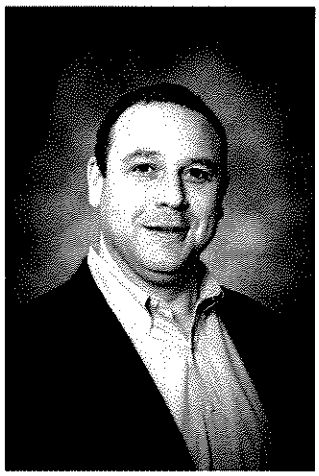
**Education**

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University

# Brian McGeady

**Managing Partner**
**Vice President, MVAH Management LLC**

9100 Centre Pointe Drive, Suite 210 ▪ West Chester, OH 45069
513-964-1141 ▪ brian.mcgeady@mvahpartners.com ▪ www.mvahpartners.com



**Experience & Expertise**

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3rd largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than $150 million of equity investment.

**Professional Associations**

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

**Education**

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

# Katy Wendel

**Regional Vice President**

9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069
513-964-1149 ■ katy.wendel@mvahpartners.com ■ www.mvahpartners.com

**Experience & Expertise**

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.

Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining MVAH Partners LLC, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

**Certifications**

- Housing Credit Certified Professional (HCCP)

**Education**

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

# Katherine Vance

**Director of Regulatory Compliance**

9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069
513-964-1151 ■ katherine.vance@mvahpartners.com ■ www.mvahpartners.com

**Experience & Expertise**

Katherine Vance is responsible for overseeing all compliance activities in connection with our portfolio of affordable communities. Her responsibilities include monthly reporting for all properties to investors, state agencies and our partners. She is responsible for program Compliance and internal customer support to all housing programs within the company portfolio. Katherine has over 20 years in the affordable housing industry.

- Monthly reporting of all properties in multiple states. Currently operating in 15 states.
- Training all staff to ensure all program requirements are met for multiple states.
- Completing the Utility Allowance Analysis and Rent Adjustments annually.
- Preparing monthly, quarterly and annual reports for owners and state agencies.
- Completion of all required LIHTC, HOME, RD, HUD, Bond, reporting for multiple states.
- Developed all policies and forms for the Compliance Department implementing state specific guidelines and updates as needed.
- Training of all site staff on software updates and changes. Adjusting policies to reflect changes in the system workflow process.

**Certifications**

- Housing Credit Certified Professional, (HCCP)
- Compliance Professional Executive, (NCP-E)
- Assisted Housing Manager, (AHM)
- Tax Credit Certified Specialist, (TaCCS)
- Certified Occupancy Specialist, (COS)
- Public Housing Manage, (PHM)

**Education**

- BBA, Northwood University

# City of Flint PILOT Application

## Tab D

## Ownership Description/Tax Information

Project Name: 901 Flats

MVAH PARTNERS

# Ownership & Tax Information:

## I. Location:

The proposed development will be located at 901 Garland Street, Flint, Michigan 48503. Parcel Number: 40-12-406-036. The full legal description is attached below.

## II. Current Property Owner:

The property is presently owned by AIS OF MICHIGAN, LLC, a Michigan-based LLC

## III. Option to Purchase:

The owners of AIS OF MICHIGAN, LLC are presently having our PSA reviewed by their attorney. We have attached our unsigned draft PSA on the last pages.

## IV. Any and all Liens on the Property:

None – N/A

## V. Current Assessed Value of Property:

$306,400. See documentation below

## VI. Other Assessments under Appeal:

None – N/A

**SCHEDULE A**

**LEGAL DESCRIPTION**

File Number **GT-98047**

Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.
Tax Id. #40-12-406-036

Parcel # 40.12.406.036
I hereby certify that all taxes and/or tax liens payable to the City Treasurer have not been paid. This [illegible] not in strict [illegible] This certification is [illegible] recording purposes and does not relieve the taxpayer of the responsibility for payment of any lien(s) not collected due to clerical error.
D. Benjamin DB 8/22/06
City Treasurer Date

Instr:200608280076832 08/28/2006
P:3 of 3 F:$20.00 11:49AM
Melvin Phillip McCree T200600020832
Genesee County Register TC

END OF LEGAL DESCRIPTION

**901 GARLAND ST** FLINT, MI 48503 (Property Address)

**Parcel Number: 40-12-406-036 Location ID: GARL-000901-0000-01**

Item 1 of 6 5 Images / 1 Sketch

**Property Owner:** AIS OF MICHIGAN, LLC

*Summary Information*

> Commercial/Industrial Building Summary
- Yr Built: 1920
- # of Buildings: 4
- Total Sq Ft.: 15,145

> Property Tax information found

> Assessed Value: $306,400 | Taxable Value: $136,484

> Utility Billing information found

## Important Message

New site for City of Flint Tax payments!!!

### Owner and Taxpayer Information

**Amount Due**

Current Taxes: **$9,035.65**

Pay Now

| | | | |
|---|---|---|---|
| **Owner** | AIS OF MICHIGAN, LLC<br>G-11081 N CLIO RD<br>CLIO, MI 48420 | **Taxpayer** | AIS OF MICHIGAN, LLC<br>G-11081 N CLIO RD<br>CLIO, MI 48420 |

### Legal Description

LOTS 7 & 8; ALSO LOT 6 EXC WLY 57.3 FT OF SLY 32.1 FT; ALSO ELY 78 FT OF LOT 5, BLK 2, CHARLES L. DECEUNINCK'S ADDITION (WEST OF DETROIT ST); ALSO A CONTIG PART OF NEWCOMBE'S ADDITION BEING A SUBDIVISION OF OUTLOT 2, SMITH'S RESERVATION LYING NORTH OF FIFTH AVE BETWEEN DETROIT AND LYON STS DESC AS: LOTS 3, 5 AND 7; ALSO LOT 1 EXC WLY 23 FT, BLK A; ALSO A CONTIG PART OF FENTON'S ADDITION TO GRAND TRAVERSE DESC AS: LOTS 1, 2 & 4; ALSO ELY 21 FT OF LOT 3, BLK A; ALSO A CONTIG PART OF SEC 2, PLAT OF SECTIONS 2, 3, 4, 5, 6 & 8 BEING PART OF THE RESERVE AT NEAR THE GRAND TRAVERSE ON FLINT RIVER DESC AS: BEG AT SWLY COR OF SEVENTH AVE AND GARLAND ST; TH SLY ALG WLY LINE OF GARLAND ST, 152.63 FT TO NLY LINE OF LOT 1, BLK A, FENTON'S ADDITION TO GRAND TRAVERSE; TH WLY ALG NLY LINE OF SD ADDITION TO ELY LINE OF LYON ST; TH NLY ALG SD ELY LINE 25.37 FT; TH ELY = WITH SD NLY LINE, 132 FT; TH NLY = WITH WLY LINE OF GARLAND ST, 50.76 FT; TH ELY = WITH SLY LINE OF SEVENTH AVE, 39.5 FT; TH NLY = WITH WLY LINE OF GARLAND ST, 76.5 FT TO SLY LINE OF SEVENTH AVE; TH ELY ALG SD SLY LINE, 92.5 FT TO POB.

### Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date 8/16/2021 Recalculate

### Tax History

## Important Message

Beginning March 3, 2015 all 2014 summer and winter taxes are payable at the Genesee County Treasurer office, 1101 Beach St Flint MI 48502.

| Year | Season | Total Amount | Total Paid | Last Paid | Total Due | |
|---|---|---|---|---|---|---|
| 2021 | Summer | $9,035.65 | $0.00 | | **$9,035.65** | Pay Now |
| 2020 | Winter | $838.59 | $0.00 | | **$838.59** | ** Read Note(s) Above |
| 2020 | Summer | $8,996.01 | $4,980.77 | 11/30/2020 | **$4,015.24** | ** Read Note(s) Above |
| 2019 | Winter | $790.96 | $790.96 | 01/06/2020 | $0.00 | |
| 2019 | Summer | $8,639.96 | $1,500.00 | 07/31/2019 | **$7,139.96** | ** Read Note(s) Above |
| 2018 | Winter | $773.09 | $773.09 | 12/12/2018 | $0.00 | |
| 2018 | Summer | $8,453.74 | $0.00 | | **$8,453.74** | ** Read Note(s) Above |
| 2017 | Winter | $664.33 | $0.00 | | **$664.33** | ** Read Note(s) Above |
| 2017 | Summer | $8,284.68 | $0.00 | | **$8,284.68** | ** Read Note(s) Above |

Load More Years

| | |
|---|---|
| **From:** | Matthew Butts |
| **To:** | Melissa Butts; Nick Klein; Nicklaus McKee; Pete Schwiegeraht; John Tucker |
| **Subject:** | Re: 901 Garland St - PSA - MVAH Partners |
| **Date:** | Monday, August 16, 2021 9:43:35 AM |

MVAH Partners
Melissa and I are looking your proposal over and have sent a copy to our Attorney to advise us. John Tucker is his name and he is cc in this email.
We are now to the slow it down portion of conversation, ( insert Attorney ) but he is fantastic at keeping us from harm.

AIS of Michigan
3236 Owen rd.
Fenton Mi. 48430
The other address is our home.
Please keep Melissa and I in the loop as you now have both our emails.
Thanks again everyone

Matthew Butts
Fenton Memorials
810-629-2858
810-845-9240

On Sat, Aug 14, 2021 at 12:23 AM Melissa Butts <buttsmelissa@yahoo.com> wrote:

Sent from my iPhone

Begin forwarded message:

**From:** Nick Klein <Nick.Klein@mvahpartners.com>
**Date:** August 6, 2021 at 11:11:25 AM EDT
**To:** Melissa Butts <buttsmelissa@yahoo.com>
**Cc:** Nicklaus McKee <Nicklaus.McKee@mvahpartners.com>, Pete Schwiegeraht <Pete.S@mvahpartners.com>
**Subject: 901 Garland St - PSA - MVAH Partners**

Melissa,

Per our conversation yesterday, please find attached our PSA to purchase 901 Garland Street.

Should you have any comments, questions, or concerns do not hesitate to let us know.

Thanks!

**Nick Klein**
Financial Analyst

Empower People

Enhance Communities

9100 Centre Pointe Drive, Suite 210

West Chester, OH 45069

C (513) 763-9543

# Purchase and Sale Agreement

This Purchase and Sale Agreement (this "Agreement") is effective as of _____, 2021, by MVAH Holding LLC, a Georgia limited liability company, or its successors and assigns (the "Purchaser") and AIS of Michigan, L.L.C., a Michigan limited liability company (the "Seller").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

**1. Definitions.** Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the Exhibit A hereof, or in other provision of this Agreement.

**2. Property Description**. On the day of Closing (defined below) selected by the Purchaser pursuant to the terms of Section 4.1 below (the "Closing Date") and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, on the Closing Date, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances. If necessary, the exact legal description of the Property, in accordance with Section 5.1, shall be substituted for the legal description of the Property attached hereto as Exhibit B and attached to the Deed. Seller agrees that, if any portion of the total acreage of the Property cannot be used due to the existence of any Encumbrance, the legal description of the Property shall be adjusted, and additional unencumbered acreage added so that Purchaser will be able to use the Property for the Purchaser's Intended Use.

**3. Purchase Price; Deposit; Prorations**.

3.1. Purchase Price. The purchase price for all of Seller's right, title, and interest in and to the Property (the "Purchase Price") is Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00).

3.2. Deposit. Within ten (10) days after the date of this Agreement, Purchaser shall deliver to First American Title Insurance Company, 211 N. Pennsylvania St., Suite 1250, Indianapolis, Indiana 46204, or its affiliate chosen by Purchaser, which shall act as the escrow agent for the Closing (the "Title Company"), an earnest money deposit, in the amount of Fifteen Thousand and 00/100 Dollars ($15,000.00), to be held in an account and in accordance with the terms of this Agreement (the "Deposit"). Interest earned on the Deposit shall be considered part of the Deposit, if any. If Purchaser is unsuccessful in receiving an award of housing tax credits for the project that involves this Property and Agreement (as more fully described in Section 5.1.9, below), then in that event, Purchaser shall be entitled to terminate this Agreement and the Deposit shall be immediately returned to Purchaser. However, in the event Purchaser receives an award of housing tax credits the Deposit shall become non-refundable ten (10) business days following the date on which Purchaser submits the reservation fee to the tax credit authority. Notwithstanding the foregoing, in the event of a Seller default the Deposit shall be returned to Purchaser. If Purchaser purchases the Property, such Deposit shall be applied by Seller as a credit towards the Purchase Price. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement in violation of this Agreement, Seller shall be entitled to retain the Deposit and any accrued Extension Fees as its sole and exclusive damages under this Agreement.

3.3. Prorations. The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit, shall be delivered by Purchaser in accordance with Section 4.3 of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.

## 4. Closing Date; Closing Deliveries; Costs and Expenses.

4.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing under this Agreement shall take place as an escrow closing through the offices of the Title Company on a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement, as determined by Purchaser in its sole and absolute discretion, by providing notice to Seller.

4.2. Seller's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, at least two (2) days prior to the Closing Date:

4.2.1. A duly executed general warranty deed, transferring to Purchaser any and all of Seller's right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto, and containing any and all release of dower, courtesy and/or other marital rights, if applicable, as required by state law.

4.2.2. Closing statement (the "Closing Statement"), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

4.2.3. A certificate of the shareholder/partners/members of Seller certifying copies of: (i) formation documents of Seller; (ii) all requisite resolutions or actions of Seller approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Seller.

4.2.4. A bill of sale, assignment of leases and such other documents as are necessary to convey to Purchaser all of Seller's right, title and interest in and to the Property other than the real property, including, without limitation, the Tangible Personal Property, Reports, Leases and Licenses, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto.

4.2.5. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying the Title Company and Purchaser against claims for such services or materials.

4.2.6. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser, any Governmental Authority, or Title Company, including but not limited to: (a) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (b) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

4.3. Purchaser's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

4.3.1. Closing Statement, executed by Purchaser.

4.3.2. Purchaser shall deliver the Purchase Price, as adjusted by this Agreement, to the Title Company, on or before the Closing Date.

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

4.3.4. All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.

4.4. Costs and Expenses. Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys' fees; (ii) one half of the Title Company's closing and escrow fees; and (iii) all costs and expenses of transferring and recording the deed of conveyance, including, but not limited to transfer fees, documentary stamp and/or conveyance taxes of transferring the Property. Purchaser shall pay for the following expenses relative to this transaction: (i) one half of the Title Company's closing and escrow fee; (ii) its own financing expenses, if any; (iii) its own attorneys' fees; (iv) all of the premium cost of an owner's policy of title insurance and endorsements; and (v) costs and expense of the Survey.

## 5. Inspection Period; Seller's Deliverables.

5.1. Inspection Period. Purchaser, at Purchaser sole cost and expense, shall have until 5 p.m. EST on February 25, 2022, or such other date as mutually agreed upon by Seller and Purchaser (the "Inspection Period"), in which to conduct its due diligence review of the Property, testing, investigations and inspections of the physical aspects of the Property, and otherwise to determine the desirability and utility of the Property for Purchaser's intended use, as determined by Purchaser, in Purchaser's sole and absolute discretion, including but not limited to the following:

5.1.1. Zoning and Permits. Purchaser shall have confirmed that the Property is zoned to permit the construction of multi-family residential housing units (the "Purchaser's Intended Use"). If the Property must be rezoned for Purchaser's Intended Use, Seller agrees to cooperate with Purchaser in the rezoning process. Purchaser, at its cost and expense, shall have obtained, upon terms and conditions satisfactory to Purchaser, all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Purchaser, are necessary for Purchaser's Intended Use. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Purchaser in order to obtain the Permits.

5.1.2. Utilities. Purchaser shall have confirmed that all utilities, including telephone, storm sewer, sanitary sewer, water, gas and electric (collectively, the "Utilities") have been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Property at which Purchaser can tap into and receive service without the imposition of tap-in charges to Purchaser other than tap-in charges which are customarily and normally charged in the locality in which the Property is located. Such Utilities shall be available in a size and pressure appropriate for Purchaser's Intended Use. Seller shall grant, or cause to be granted to Purchaser all necessary utility easements.

5.1.3. Easements. Purchaser shall have obtained at or prior to Closing all other easements or licenses deemed necessary by Purchaser upon terms and conditions acceptable to Purchaser. Seller agrees to reasonably cooperate with Purchaser in obtaining any such easements or licenses.

5.1.4. Lot Split. Purchaser may, at Purchaser's sole cost and expense, complete any subdivision or lot split of Seller's property which is necessary in order to convey the Property to Purchaser as a separate, transferable and taxable parcel. Purchaser may obtain, at Purchaser's sole cost, a certified survey, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property, and not disclosing any condition rendering the Property unusable, in Purchaser's sole judgment, for the intended purpose of Purchaser. The Property shall not be located in a flood plain and the survey shall confirm that the Property totals approximately 2.6 acres free of any easements or restrictions related to wetlands or waterways under the jurisdiction of the Army Corp. of Engineers, the State where the Property is located or any other governmental entity or agency.

5.1.5. Soil Tests. Purchaser shall obtain, at Purchaser's cost and expense, borings, percolation tests, toxic or hazardous substance tests and other tests (collectively, the "Soil Tests") showing that the Property is satisfactory, in Purchaser's sole judgment, for building foundations and the construction, operation and financing of the improvements which Purchaser may wish to make. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Property to make the Soil Tests and surveys; provided, however, that the tests and survey shall be conducted so as not to damage Seller's property.

5.1.6. Title Insurance. Purchaser shall have obtained a satisfactory Title Commitment in accordance with Section 6.1 of this Agreement.

5.1.7. Environmental Phase I and Related Testing. Purchaser, at Purchaser's cost and expense, shall have obtained a current satisfactory all appropriate inquiries Phase I Environmental Audit of the Property and any other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property.

5.1.8. Financial Feasibility. Purchaser must have determined, in its sole and absolute discretion, that the purchase and development of the Property for Purchaser's Intended Use is financially feasible.

5.1.9. Receipt of LIHTC Allocation. The Property shall have received an allocation of Section 42 Low Income Housing Tax Credits and/or Historic Tax Credits, if applicable, from the appropriate agency in an amount deemed sufficient by Purchaser, in its sole discretion.

5.1.10. Financing. Purchaser shall have obtained a binding commitment for debt and equity financing in amounts and on terms satisfactory to Purchaser in its sole and absolute discretion to use the Property in accordance with Purchaser's Intended Use.

5.1.11. Leases. Purchaser shall have received and reviewed all Leases as well as a rent roll for the Property, including a list of all security deposits and any delinquencies which Leases and rent roll shall be acceptable to Purchaser in its sole discretion.

5.1.12. Termination. If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall have the right for any reason or no reason either to: (a) terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, or any extensions thereof as mutually agreed upon by Seller and Purchaser and the Title Company shall immediately return the Deposit and any Extension Fee paid prior to termination to Purchaser and neither party shall have any further rights or obligations to the other under this Agreement, subject to the

conditions set forth in Section 3.2 and Section 5.2; or (b) waive the requirements and/or contingencies regarding such due diligence review and proceed with this Agreement.

5.2. Extension of Inspection Period. Purchaser shall have the option to extend the Inspection Period for three (3) periods of ninety (90) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Inspection Period prior to the expiration of the Inspection Period, as extended, and deposits with the Title Insurance Company an extension fee in the amount of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) for each extension (each, an "Extension Fee"), which Extension Fee(s) shall become non-refundable but credited against the Purchase Price at Closing except in the event of a Seller default in which event the Extension Fee(s) shall be refunded to Purchaser, or as provided in Section 6.1 and Section 12, in which even the Extension Fee(s) shall be refunded to Purchaser.

5.3. As a material inducement to Purchaser's execution hereof, Purchaser and Seller agree that it would be impracticable and extremely difficult to fix actual damages in case of Purchaser's default. Seller agrees that the amount of the Deposit and any Extension Fee paid prior to default or Purchaser's notice to Seller of its intent to default is a reasonable estimate of such damages, and that Seller shall retain the Deposit and any paid Extension Fee as liquidated damages, and its sole remedy against Purchaser. Furthermore, Seller agrees that the amount of the Deposit and any paid Extension Fee is a sufficient remedy for such Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any action of Seller arising out of Purchaser's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

5.4. Seller's Deliverables. Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topos, correspondence, utility locations and capacity documents, traffic studies, surveys, title work commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession and any and all reports or information in Seller's possession affecting the Property. Upon request by Purchaser, Seller shall within three (3) business days, shall deliver to Purchaser copies of any and all other due diligence items requested by Purchaser.

## 6. Title Commitment; Survey.

6.1. Title Commitment. Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be furnished to Purchaser, at Purchaser's costs and expense, a title insurance report and commitment for an ALTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, an ALTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the name of Seller, as determined in accordance with the standards of the state bar association where the Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the Title Commitment or the exceptions show that title is unmarketable, then Purchaser shall notify Seller of Purchaser's objections prior to the expiration of the Inspection Period. Seller shall undertake, with due diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing,

and Purchaser shall have the option, within fifteen (15) days of the written notice by Seller, to be exercised in Purchaser's sole discretion, to: (i) proceed with Closing of this transaction subject to such title defects; or (ii) terminate this Agreement, in which event the Title Company shall return to Purchaser the Deposit and any Extension Fees. Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date of the Title Commitment and the Closing Date.

6.2. Survey. Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be delivered to Purchaser, a survey of the Property, at Purchaser's cost and expense (the "Survey").

**7. Representations by Seller**. As of the date of this Agreement and as of the Closing Date:

7.1. Title to Property. Seller represents that Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all Encumbrances of any nature except Permitted Encumbrances. The Property constitutes all of the Property necessary and sufficient to conduct the operations of the Property in accordance with Seller's past practices. On the Closing Date the Property shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Purchaser. No easements or other encumbrances affect the Property which would interfere, prevent or frustrate the use of the Property for Purchaser's Intended Use.

7.2. Authority and Organization. Seller represents that it is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Michigan, and has all requisite power and authority to carry on its business as it is presently being conducted. Seller represents that Seller has obtained or will obtain all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. Enforceability. Seller represents that this Agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law). The execution and delivery of this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

7.4. Transfer of Property; Compliance with Laws. Seller represents that on the Closing Date, Seller will transfer the Property and possession of the Property to Purchaser. Seller represents that the Property is in good standing and in compliance with all applicable covenants, conditions, restrictions, easements, laws, regulations, rules affecting the Property and for which the Property is subject. Seller represents that neither Seller nor the Property has received any notice of and there exist no known proceedings or investigations by any Governmental Authority against or affecting the Property.

7.5. Continued Compliance with Laws. The continued compliance with all legal requirements relating to the Property is not dependent on facilities located at any other property; and compliance by any

other property with any legal requirements applicable to the other property is not dependent on the Property.

7.6. Property Rights. Seller represents that other than this Agreement, there are no outstanding options, contracts, commitments, warranties, pledges, agreements or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Inspection Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing.

7.7. Litigation. There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

7.8. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including, but not limited to, any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

7.9. Assessments/Tax Appeals. Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property. Seller has not appealed the current tax valuation of the Property and has no knowledge of any existing or potential changes in the tax value of the Property.

7.10. Environmental. To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

7.11. Zoning. The Property is zoned D-3 COMMUNITY BUSINESS DISTRICT which allows for multi-family use in accordance with the Purchaser's Intended Use.

**8. Representations by Purchaser**. As of the date of this Agreement and as of the Closing Date:

8.1. Authority and Organization. Purchaser represents that it is a Georgia limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Georgia, and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

8.2. Enforceability. This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative

to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

8.3. No Conflict. The execution, delivery and performance of this Agreement by Purchaser will not breach any statute or regulation of any Governmental Authority, and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any order, writ, injunction, decree, agreement or instrument to which Purchaser is a party.

**9. Covenants of Seller**. Prior to the termination of this Agreement or the Closing Date, Seller covenants and agrees that it:

9.1. Shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecate, pledge, encumber or assign any of the Property or Seller's interest in the Property or the interest in Seller.

9.2. Shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. May, solely in connection with and as a necessary step in permitting the contemplated transaction to qualify as an Internal Revenue Code Section 1031, Like-Kind Exchange, restructure the manner in which the Property is held, provided, however, such restructuring shall not occur without the prior written approval of Purchaser.

9.4. Not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

**10. Indemnification.** Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

**11. Remedies**.

11.1. If Seller should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Purchaser may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee(s) shall be immediately delivered to Purchaser; (ii) Seller agrees to reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii) Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller hereunder.

11.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then Seller may terminate

this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee paid prior to breach shall be immediately delivered to Seller, such sum being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit and paid Extension Fee as its total damages and relief as Seller's sole remedy hereunder.

**12.** **Condemnation; Destruction**. If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller's notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished and the Deposit and Extension Fee(s) shall be immediately delivered to Purchaser.

**13.** **Assignment**. Purchaser may assign its interest or rights or obligations in this Agreement to an affiliated entity of Purchaser, without the consent of Seller. Purchaser must obtain the consent of Seller to assign Purchaser's interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Purchaser.

**14.** **Notices**. Either party may change its address by notice to the other party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. Notwithstanding the foregoing, notice pursuant to Paragraph 5.1.12 may be provided to Seller and its representative via email. For purposes of notice, the addresses of the parties shall be as follows:

**Seller:**

AIS of Michigan, LLC
7376 Silver Cove Ct.
Linden, Michigan 48451
Attention: _____
Telephone: _____
Email: _____

with a copy to:

_____
_____
_____
Attention: _____
Telephone: _____
Email: _____

**Purchaser:**

MVAH Holding LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
Attention: Brian McGeady
Telephone: (513) 964-1141
Email: Brian.McGeady@mvahpartners.com

with a copy to: Strauss Troy Co., LPA
50 E. Rivercenter Blvd., Suite 1400
Covington, Kentucky 41011
Attention: Pete A. Smith, Esq.
Telephone: (513) 768-9734
Email: pasmith@strausstroy.com

**15.** **Entire Agreement and Amendments**. This Agreement, together with the schedules and exhibits hereto, each of which is deemed to be a part hereof, contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the parties are merged herein.

**16.** **Amendment; Waiver.** This Agreement may be amended, modified or supplemented only by an agreement in writing signed by all parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

**17.** **Successors and Assigns**. The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

**18.** **Time of Essence**. Time is of the essence of all provisions of this Agreement.

**19.** **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

**20.** **Counterparts; Facsimile**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

**21.** **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**22.** **Captions and Headings**. The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**23.** **Multiple Sellers**. If two or more persons constitute this Agreement each as a seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.

**24.** **Acceptance**. In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it.

**25.** **Interpretation, No Presumption; Survival**. This Agreement has undergone drafts with the negotiated suggestions of all parties and therefore no presumption shall arise favoring any party by virtue of the authorship of this Agreement or any of its provisions. The parties hereto have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word "including" in this Agreement means including, without limitation, the items following. All of the representations, warranties and covenants made in this Agreement shall survive the Closing.

**26.** **Date of Performance**. If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

**27.** **Pre-Closing Marketing**. Seller acknowledges that Purchaser will be applying for an award of Section 42 Low Income Housing Tax Credits, Senior Independent Living Tax Credits and/or Historic Tax Credits (the "Credits") to assist Purchaser in its purchase and/or operation of the Property. At such time as Purchaser may be awarded such Credits, Seller agrees that Purchaser may begin to promote and market the Property by reasonable means that do not unduly interfere with the Seller's operation or ownership of the Property, including the placement of signage upon the Property and the open marketing of the Property for Purchaser's Intended Use.

**28.** **Apportionments**. Adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated as applicable upon the Closing Date. For purposes of all prorations provided for herein, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All prorations shall be made on a 365-day calendar year basis and the actual number of days in the month of the Closing Date.

28.1. All income and expense, including but not limited to applicable prepaid expenses, rents, cash adjustments, and accrued liabilities, attributable to the ownership of the Property, measured and prorated between Seller and Purchaser on an accrual basis until the Closing Date will be for the account of the Seller and on or after the Closing Date are for the account of the Purchaser.

28.2. Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final. Seller shall pay any special assessments which: (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due; or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

28.3. Seller is responsible for the payment of any and all agricultural tax recoupment charges and/or deferred real estate taxes for the Property.

28.4. Seller shall transfer to Purchaser any and all security deposits relating to any and all leases or other funds held in trust for tenants of the Property, if any.

**29.** **Brokers**. The parties acknowledge that no real estate agent, broker or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission. Purchaser and Seller each covenant and agree to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys' fees) resulting from or claimed to be due on account of the purchase and sale of the Property due to the acts of the other party, except for claims arising from the Purchaser's Broker or the Seller's Broker. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney's fees (the party to be indemnified shall have the right to choose its own counsel).

**30.** **Operations Pending Closing**. Seller, at its expense, shall use reasonable efforts to maintain the Property until the Closing or sooner termination of this Agreement, substantially in its present condition and pursuant to Seller's normal course of business (such as maintenance obligations but not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to ordinary wear and tear, damage by fire or other casualty and condemnation. In addition, Seller shall deliver to Purchaser a copy of any written notice of default delivered by Seller to any Tenant.

*[Signatures on the Next Page.]*

## Purchase and Sale Agreement

### Signature Page

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

**Seller:**

AIS of Michigan, L.L.C.,
a Michigan limited liability company

By: _____
Print Name: _____
Title: _____

**Purchaser:**

MVAH Holding LLC,
a Georgia limited liability company

By: _____
Print Name: Brian McGeady
Its: Authorized Signer

*[End of Signatures]*

## Purchase and Sale Agreement

### Exhibit A

Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

"Appurtenances" mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenant to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

"Property" means that certain approximately 2.6 acres of real property, net of any wetlands or waterways, located at 901 Garland Street, Flint, Genesee County, Michigan 48503, and known as Tax ID No. 40-12-406-036, and more particularly described in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller's right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property; (iii) any and all Licenses; (iv) any and all Records; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property; (vi) all such other tangible or intangible property used or useful in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Inspection Period.

"Encumbrance" means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

"Governmental Authority" or "Governmental Authorities" mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

"Improvements" mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property.

"Leases" mean each and every lease of space at the Property and any amendments thereto (a) in full force and effect as of the Effective Date and/or (b) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

"Licenses" mean all of the following owned by Seller, any and all licenses, permits, certificates, consents, registrations, certifications, approvals, operating rights, service contracts, intellectual property, waivers and other authorizations, whether issued or granted by any Governmental Authority or by any other Person, with respect to the Property.

"Permitted Encumbrance" means: (a) any mortgage or related security documents on the Property to be released on or before the Closing Date; (b) easements and restrictions of record which do not interfere in any material respect with the ownership of the Property for Purchaser's Intended Use; (c) liens for real property taxes not yet due and payable; and (d) other exceptions approved in writing by Purchaser.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

"Records" mean any and all books, lists, leases, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, blueprints, floor plans, mylars, forms and records used in connection with the Property and/or any Improvements on the Property.

"Tangible Personal Property" means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use in connection with the ownership of the Property, if any.

## Purchase and Sale Agreement

### Exhibit B

Legal Description of the Property

Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.
Tax Id. #40-12-406-036

Parcel # 40-12-406-036
I hereby certify that all taxes and/or tax liens payable to the City Treasurer have not been paid. This certification is [illegible] not relieve the taxpayer of the responsibility for payment of any lien(s) not collected due to clerical error.

D. Benamor 03 8/22/06
City Treasurer Date

# City of Flint PILOT Application

## Tab E

## Detailed Development Proforma

Project Name: 901 Flats

MVAH PARTNERS

# 901 FLATS
## SOURCE AND USE OF FUNDS

| Description | Total | % of Total Sources | Rate | Term (Months) | Amortization | Monthly Debt Service | Annual Debt Service |
|---|---|---|---|---|---|---|---|
| Limited Partner- Low Income Housing Tax Credit Equity | 9,178,787 | 66.30% | | | | | |
| Perm | 1,445,000 | 10.44% | 4.25% | 204 | 420 | 6,617 | 79,399 |
| Deferred Developer Fee | 2,769,961 | 20.01% | 0.00% | 144 | | | |
| HOME | 450,000 | 3.25% | 0.00% | 0 | 0 | 0 | 0 |
| FHLB | 0 | | | | | | |
| Total Sources: | 13,843,748 | 100.00% | | | | | 79,399 |

| | | | Per Unit | Acquisition Basis | Low Income Eligible Const/Rehab Basis | Historic Qualified Rehab Expenditures | Site Improvements | Personal Property | Funded Expense | Non-Eligible Basis | Other |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Acquisition Costs** | | | | | | | | | | | |
| Land | | 750,000 | 12,295 | - | - | - | - | - | - | - | 750,000 |
| **Construction Costs** | | | | | | | | | | | |
| Residential Structures | | 7,032,342 | 115,284 | - | 7,032,342 | - | - | - | - | - | - |
| On-Site Improvements | | 750,000 | 12,295 | - | 750,000 | - | 750,000 | - | - | - | - |
| Personal Property (Included In Structures Above) | | - | | - | - | - | - | - | - | - | - |
| Construction Contingency | 5.00% | 389,117 | 6,379 | - | 389,117 | - | - | - | - | - | - |
| General Requirements | 6.00% | 466,941 | 7,655 | - | 466,941 | - | - | - | - | - | - |
| Builder Overhead | 2.00% | 164,986 | 2,705 | - | 164,986 | - | - | - | - | - | - |
| Builder Profit | 6.00% | 504,856 | 8,276 | - | 504,856 | - | - | - | - | - | - |
| Builder Risk Insurance/Bond | 0.00% | 98,176 | 1,609 | - | 98,176 | - | - | - | - | - | - |
| Construction Insurance/Tax | | 77,046 | 1,263 | - | 77,046 | - | - | - | - | - | - |
| Tap Fees/Permits | | 60,000 | 984 | - | 60,000 | - | - | - | - | - | - |
| Site Environmental | | 150,000 | 2,459 | - | 150,000 | - | - | - | - | - | - |
| **Transaction Costs** | | | | | | | | | | | |
| Architectural Fees | | 363,773 | 5,963 | - | 363,773 | - | - | - | - | - | - |
| Engineering Fees | | 60,000 | 984 | - | 60,000 | - | - | - | - | - | - |
| Third Party Studies (Enviro / Historic) | | 100,000 | 1,639 | - | 100,000 | - | - | - | - | - | - |
| Taxes/Insurance/Reserves | | 55,000 | 902 | - | 55,000 | - | - | - | - | - | - |
| Soft Cost Contingency | | 50,000 | 820 | - | 50,000 | - | - | - | - | - | - |
| Cost Certification / Audit | | 40,000 | 656 | - | 40,000 | - | - | - | - | - | - |
| Legal - General Legal | | 50,000 | 820 | - | 50,000 | - | - | - | - | - | - |
| Legal - Partnership and Related | | 50,000 | 820 | - | - | - | - | - | 50,000 | - | - |
| Tax Credit Fees - Reservation | | 62,589 | 1,026 | - | - | - | - | - | 62,589 | - | - |
| Tax Credit Fees - Compliance | | 28,975 | 475 | - | - | - | - | - | 28,975 | - | - |
| Tax Credit Fees - Application | | 2,500 | 41 | - | - | - | - | - | 2,500 | - | - |
| Miscellaneous Development Costs | | 10,000 | 164 | - | 10,000 | - | - | - | - | - | - |
| Market Study | | 5,500 | 90 | - | 5,500 | - | - | - | - | - | - |
| Appraisal | | 10,000 | 164 | - | 10,000 | - | - | - | - | - | - |
| Construction Monitoring | | 20,000 | 328 | - | 20,000 | - | - | - | - | - | - |
| **Financing Costs** | | | | | | | | | | | |
| Perm loan orig fee - lender | 42,900 | 42,900 | 703 | - | 1,606 | - | - | - | 41,294 | - | - |
| Construction loan orig fee - lender | 109,000 | 109,000 | 1,787 | - | 109,000 | - | - | - | - | - | - |
| Title & Recording - Construction & Perm | | 60,000 | 984 | - | 2,246 | - | - | - | 57,754 | - | - |
| Operating Reserve | 184,964 | 184,964 | 3,032 | - | - | - | - | - | - | - | 184,964 |
| Predevelopment Loan Interest | | 15,000 | 246 | - | 15,000 | - | - | - | - | - | - |
| Construction Interest | | 383,583 | 6,288 | - | 268,508 | - | - | - | 115,075 | - | - |
| **Other Costs** | | | | | | | | | | | |
| New Construction/Rehab - Developer Fee | 1,744,656 | 1,500,000 | 24,590 | - | 1,500,000 | - | - | - | - | - | - |
| Rent Up & Marketing | | 91,500 | 1,500 | - | - | - | - | - | - | - | 91,500 |
| Syndication Fee | | 55,000 | 902 | - | - | - | - | - | - | - | 55,000 |
| Clubhouse Furniture | | 50,000 | 820 | - | 50,000 | - | - | 50,000 | - | - | - |
| Total Uses: | | 13,843,748 | 226,947 | - | 12,404,097 | - | 750,000 | 50,000 | 358,187 | - | 1,081,464 |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# City of Flint PILOT Application

## Tab F

## Operating Proforma

Project Name: 901 Flats

MVAH PARTNERS

**901 FLATS**
**PROJECTED CASH FLOW - NOI**

| Year | Gross Affordable Rental Income | Net Other Income | Vacancy | Effective Gross Rental Income | Operating Expenses | Property Management Fee | Real Estate Taxes (7% PILOT) | Total Expenses | Net Operating Income | Replacement Reserves | Total Construction Debt Service | Total Permanent Debt Service | Cash Flow | DSC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2022 | - | - | - | - | - | - | - | - | - | - | | - | - | |
| 2023 | 164,799 | 1,311 | (11,536) | 154,574 | (127,324) | (10,820) | (10,820) | (148,965) | 5,610 | (7,050) | - | - | (1,440) | |
| **2024** | **427,776** | **3,404** | **(29,944)** | **401,235** | **(218,270)** | **(28,086)** | (28,086) | **(274,443)** | **126,793** | **(18,300)** | - | **(66,166)** | **35,178** | **1.48** |
| 2025 | 436,332 | 3,472 | (30,543) | 409,261 | (224,818) | (28,648) | (25,873) | (279,339) | 129,922 | (18,849) | | (79,399) | 24,620 | 1.28 |
| 2026 | 445,056 | 3,541 | (31,154) | 417,443 | (231,563) | (29,221) | (26,362) | (287,146) | 130,297 | (19,414) | | (79,399) | 24,529 | 1.28 |
| 2027 | 453,957 | 3,612 | (31,777) | 425,792 | (238,510) | (29,805) | (26,861) | (295,176) | 130,616 | (19,997) | | (79,399) | 24,369 | 1.28 |
| 2028 | 463,036 | 3,684 | (32,413) | 434,308 | (245,665) | (30,402) | (27,369) | (303,435) | 130,873 | (20,597) | | (79,399) | 24,134 | 1.28 |
| 2029 | 472,297 | 3,758 | (33,061) | 442,994 | (253,035) | (31,010) | (27,886) | (311,930) | 131,064 | (21,215) | | (79,399) | 23,820 | 1.28 |
| 2030 | 481,743 | 3,833 | (33,722) | 451,854 | (260,626) | (31,630) | (28,412) | (320,668) | 131,186 | (21,851) | | (79,399) | 23,423 | 1.27 |
| 2031 | 491,378 | 3,910 | (34,396) | 460,891 | (268,445) | (32,262) | (28,948) | (329,655) | 131,236 | (22,507) | | (79,399) | 22,940 | 1.27 |
| 2032 | 501,205 | 3,988 | (35,084) | 470,109 | (276,498) | (32,908) | (29,494) | (338,900) | 131,209 | (23,182) | | (79,399) | 22,366 | 1.26 |
| 2033 | 511,229 | 4,068 | (35,786) | 479,511 | (284,793) | (33,566) | (30,050) | (348,408) | 131,103 | (23,877) | | (79,399) | 21,697 | 1.25 |
| 2034 | 521,454 | 4,149 | (36,502) | 489,101 | (293,337) | (34,237) | (30,616) | (358,189) | 130,912 | (24,594) | | (79,399) | 20,929 | 1.25 |
| 2035 | 531,883 | 4,232 | (37,232) | 498,883 | (302,137) | (34,922) | (31,192) | (368,250) | 130,633 | (25,331) | | (79,399) | 20,058 | 1.24 |
| 2036 | 542,521 | 4,317 | (37,976) | 508,861 | (311,201) | (35,620) | (31,778) | (378,599) | 130,262 | (26,091) | | (79,399) | 19,078 | 1.22 |
| 2037 | 553,371 | 4,403 | (38,736) | 519,038 | (320,537) | (36,333) | (32,375) | (389,245) | 129,793 | (26,874) | | (79,399) | 17,985 | 1.21 |
| 2038 | 564,439 | 4,491 | (39,511) | 529,419 | (330,153) | (37,059) | (32,983) | (400,196) | 129,223 | (27,680) | | (79,399) | 16,774 | 1.20 |
| Total | 7,562,477 | 60,175 | (529,373) | 7,093,278 | (4,186,909) | (496,529) | (449,106) | (5,132,545) | 1,960,733 | (347,410) | - | (1,177,749) | 340,458 | |


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# City of Flint PILOT Application

## Tab G

## Schedule of Rents/Income Levels

Project Name: 901 Flats

MVAH PARTNERS

# 901 FLATS
## OPERATING ASSUMPTIONS - INCOME

### LIHTC Rental Income

| | Apartment | Type | Baths | # of Units | Sq. Ft./Unit | Total Sq. Ft. | % of AMI | Max Gross Rent | Utility Allow | Actual Net Rent | Actual Gross Rent | Rent Per Sq/Ft | Annual Rent/Unit | Annual Rent/Unit Type |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | One Bedroom | Garden | 2.00 | 6 | 697 | 4,182 | 30% | 369 | 95 | 274 | 369 | 0.393 | 3,288 | 19,728 |
| | One Bedroom | Garden | 2.00 | 4 | 697 | 2,788 | 40% | 492 | 95 | 397 | 492 | 0.570 | 4,764 | 19,056 |
| | One Bedroom | Garden | 2.00 | 14 | 697 | 9,758 | 60% | 738 | 95 | 625 | 720 | 0.897 | 7,500 | 105,000 |
| PBV | One Bedroom | Garden | 2.00 | 3 | 697 | 2,091 | 30% | 369 | 95 | 625 | Over Max Rents | 0.897 | 7,500 | 22,500 |
| | Two Bedroom | Garden | 2.00 | 2 | 898 | 1,796 | 30% | 443 | 135 | 308 | 443 | 0.343 | 3,696 | 7,392 |
| | Two Bedroom | Garden | 2.00 | 9 | 898 | 8,082 | 40% | 591 | 135 | 456 | 591 | 0.508 | 5,472 | 49,248 |
| | Two Bedroom | Garden | 2.00 | 16 | 898 | 14,368 | 60% | 886 | 135 | 725 | 860 | 0.807 | 8,700 | 139,200 |
| PBV | Two Bedroom | Garden | 2.00 | 3 | 898 | 2,694 | 60% | 886 | 135 | 725 | 860 | 0.807 | 8,700 | 26,100 |
| | Four Bedroom | Townhome | 2.00 | 0 | 1,300 | - | 30% | 570 | 165 | 405 | 570 | 0.312 | 4,860 | - |
| | Four Bedroom | Townhome | 2.00 | 1 | 1,300 | 1,300 | 40% | 761 | 165 | 596 | 761 | 0.458 | 7,152 | 7,152 |
| | Four Bedroom | Townhome | 2.00 | 2 | 1,300 | 2,600 | 60% | 1,141 | 165 | 900 | 1,065 | 0.692 | 10,800 | 21,600 |
| PBV | Four Bedroom | Townhome | 2.00 | 1 | 1,300 | 1,300 | 60% | 1,141 | 165 | 900 | 1,065 | 0.692 | 10,800 | 10,800 |
| | | | | 61 | 835 | 50,959 | | | | 584 | | 0.705 | 110,412 | 427,776 |


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# City of Flint PILOT Application

## Tab H

## Housing Market Data

Project Name: 901 Flats

MVAH PARTNERS

## Housing Market Data Supporting Demand:

Although we have not yet received our completed market study, we will be more than happy to provide that once we do. However, we are confident that the 61 units will lease quickly and most likely have a significant waiting list. This is the case for almost all our projects of similar size and scope. Many have a significant waiting list, some 1-2+ years long, and our portfolio-wide occupancy is over 97% across 8,000+ units. The 61-unit Garland Street project will rent to those earning between 30% and 80% of the local area median income. With Flint's population being around 100,000, there should be zero issues leasing 61 units, especially with that wide of an income band, diverse unit sizes (1, 2, and 4 bedrooms), and the excellent, walkable, centralized downtown location.

# City of Flint PILOT Application

## Tab I

## Proposed Project Timeline

Project Name: 901 Flats

MVAH PARTNERS

# Proposed Project Timeline:

I. **Closing of loan or contributing financing:**

September 2022

II. **First Expenditure of Funds with regards to project:**

October 2022

III. **Anticipated Construction Start Date:**

October 2022

IV. **Anticipated Date of Completion:**

March-April 2023

# City of Flint PILOT Application

## Tab J

## Conflicts of Interest

Project Name: 901 Flats

MVAH PARTNERS

## Conflicts of Interest:

Not Applicable. There will be zero conflicts of interest among any members of the development team at any stage of the development. This includes zero possible conflicts of interest with any city personnel or city council members.

# City of Flint PILOT Application

## Tab K

## Bonus Point Items

Project Name: 901 Flats

MVAH PARTNERS

# Bonus Point Items:

## I. Mixed-Use:

N/A – Our development will not be mixed use, only housing

## II. Energy Efficiency & Green Practices:

Our proposed Garland Street development will commit to obtaining a National Green Building Standard (NGBS) Certification. Not only will the project meet all Mandatory NGBS Criteria, but it will also commit to achieving at least a Silver rating, or higher. Furthering this commitment, the owner, applicant, architect, and general contractor all sign a green building commitment, which we submit with our MSHDA app. Further, our development will feature many other high-performance housing characteristics, sustainable development characteristics, universal design features, low-impact construction processes, and all units will feature energy-efficient appliances and water-saving toilets.

## III. Neighborhood Outreach:

The development team is presently working with multiple members of city council and other local stakeholders to set up a neighborhood meeting for mid-September. Further, we are in talks with the Flint Housing Authority on a potential co-owner/co-developer partnership. Based on preliminary talks with the housing authority, they are supportive of our project and wish to have follow-up meetings and calls with us. We believe the housing authority to be an invaluable local resource and a wonderful stakeholder for the local community. The development team is open to local suggestions on how to best incorporate our project from an architectural and functional standpoint and we want our project to be something everyone in the community can be proud of for decades to come.

## IV. External Amenities:

Our project will be located at 901 Garland Street in downtown Flint. This site is an excellent location, close to thousands of nearby jobs, desirable amenities, low-cost transit, services, and in highly walkable 80-90+ Walkscore neighborhood. Please find the map on PDF page 8 with just a few notable amenities/services within 1 mile from our development.

Nearby Amenities, jobs, and Services:

- Our site is less than 1/3 of a mile from Hurley Medical Center, a 443 bed, highly ranked, full-service hospital and urgent care which employs 100s and will offer convenient, 24/7 care for residents.

- Our site is also a 1/2 mile from The University of Michigan's Flint campus, which has over 7,500 students and features over 1,000 employees. The University of Michigan is ranked as the #2 public college in the entire country by Niche.com
- We are also 1.5 miles from Mott Community College, which employs over 800 and has 10,000+ students.
- The site is within 1 mile of several parks, including Riverbank Park, Wilson Park, and Ballenger Park, just to name a few.
- Genesee Early College will also be less than 1/3 mile from our site. This A-rated school by Niche.com employs dozens and has hundreds of students.
- There are multiple other close public schools, including Doyle-Ryder Elementary School and Durant-Tuuri-Mott Elementary School, to name a few. These schools employ 100s all within 1 mile of our site.
- Our site is 1 mile from both the Flint Fire Department and the Flint Police Department.
- We are also less than ¾ mile from the USPS processing center on E. Boulevard, which employs dozens of employees
- The site is also conveniently located near Center for Hope, a food pantry, which also provides water, clothing, and other personal care items to those in need.
- The Genesee County Community Action Resource Department (GCCARD) is nearby, which provides both job training and job placement as well as other nutritional and quality of life services.
- There are also countless stores, all within 1 mile, including grocery stores, pharmacies, banks, dollar stores, restaurants, and many other stores.

Transit & Walkscore:

The Flint Mass Transportation Authority offers low-cost transportation to the Flint area, including several bus stops near our site. Below is a screenshot from Google Maps showing 10 bus stops, all less than 1/3 mile from our site. 901 Garland Street is in a highly walkable corridor of Flint. We are 1/3 mile from Riverbank Park and the Saginaw Street bridge. The entire Riverbanks/Saginaw bridge area gets an 80-90+ walk score and high bike and transit scores. Combining the highly walkable downtown flint area, with the low-cost MTA transit, residents will be highly connected to thousands of nearby jobs, and many services, colleges/schools, amenities, and the downtown Flint area.

bus stops - Google Maps

google.com/maps/search/bus+stops/@43.0231149,-83.7009984,597m/data=!3m1!1e3!4m8!2m7!3m6!1sbus+stops!2s901+Garland+St,+Flint,+MI+48502!3s0x8838824f7e514e5b:0x613b4f80304a10e4!4m2!1d-83.6989776!2d43.0231948

bus stops

**Grand Traverse at 6th**
Bus stop
Directions

**Grand Traverse at 6th Ave**
Bus stop
Directions

**5th at Mason**
Bus stop
Directions

**8th Ave at Grand Traverse**
Bus stop
Directions

**8th at Grand Traverse**
Bus stop
Directions

**WBD 5th at Mason**
Bus stop
Directions

**SBD MLK at 7th**
Bus stop
Directions

Showing results 1 - 10

Update results when map moves

498 Martin Luther King Avenue

walkscore.com/score/498-martin-luther-king-ave-flint-mi-48502?utm_campaign=badge&utm_medium=responsive&utm_source=badge

Walk Score

Get Scores | Find Apartments | My Favorites | Add to Your Site | Log in

Type an address, neighborhood or city | Go | Share

# 498 Martin Luther King Avenue

Flint, Michigan, 48502

Commute to **Downtown Flint**

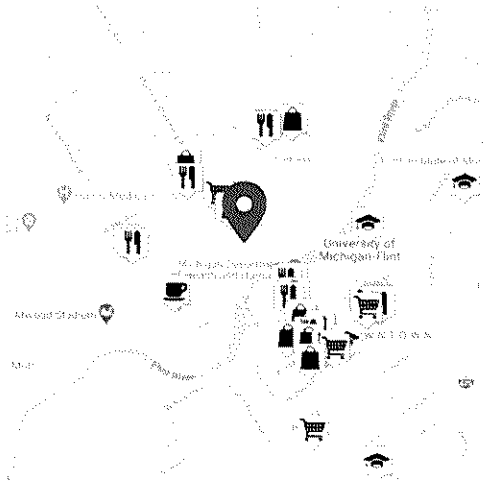
1 min | 8 min | 2 min | 12 min | View Routes

**Favorite** | **Map**

Walk Score **82** — **Very Walkable**
Most errands can be accomplished on foot.

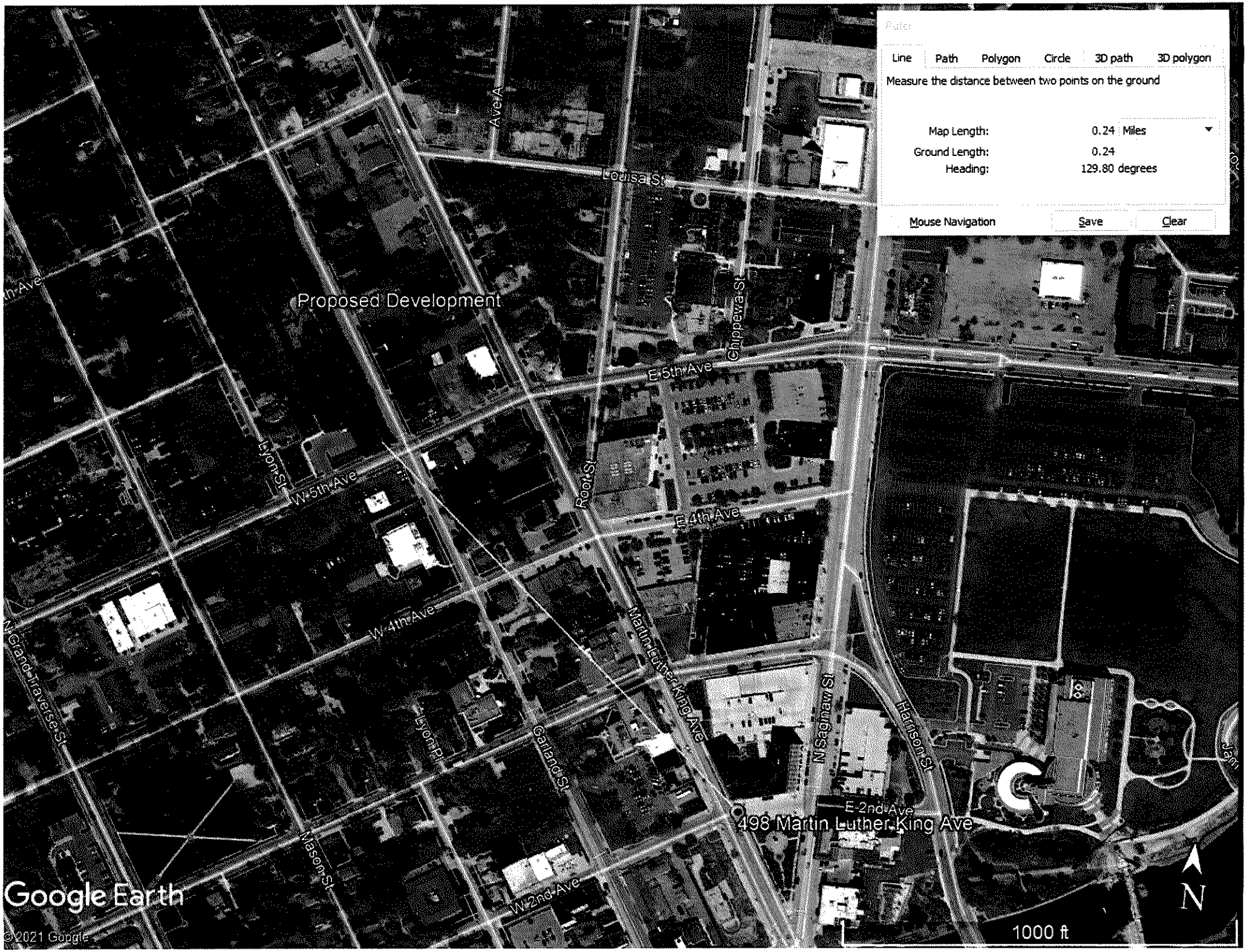
Transit Score **50** — **Good Transit**
Many nearby public transportation options.

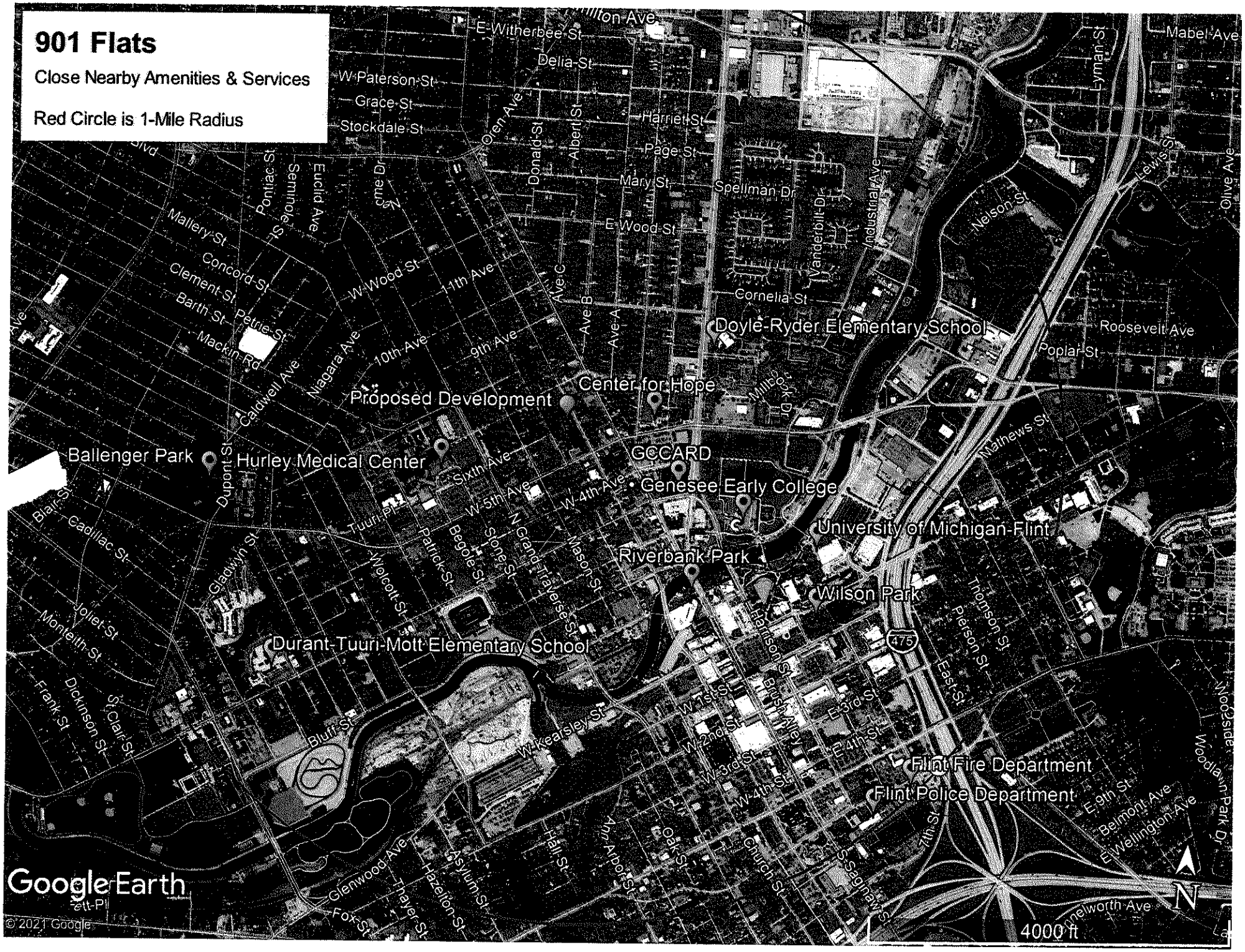
Bike Score **90** — **Biker's Paradise**
Daily errands can be accomplished on a bike.




About your score

Add scores to your site


Path
Line
Path
Polygon
Circle
3D path
3D polygon
Measure the distance between two points on the ground
Map Length: 0.24 Miles
Ground Length: 0.24
Heading: 129.80 degrees
Mouse Navigation
Save
Clear
Proposed Development
Ave A
Louisa St
Chippewa St
E 5th Ave
Lyon St
W 5th Ave
Root St
E 4th Ave
W 4th Ave
N Grand Traverse St
Martin Luther King Ave
Lyon Pl
Garland St
N Saginaw St
Harrison St
E 2nd Ave
498 Martin Luther King Ave
Mason St
W 2nd Ave
Google Earth
©2021 Google
1000 ft
N


901 Flats
Close Nearby Amenities & Services
Red Circle is 1-Mile Radius
E Witherbee St
Delia St
W Paterson St
Grace St
Stockdale St
Harriet St
Page St
Mary St
E Wood St
Spellman Dr
Vanderbilt Dr
Industrial Ave
Cornelia St
Doyle-Ryder Elementary School
Rooseveit Ave
Poplar St
Mabel Ave
Lyman St
Lewis St
Olive Ave
Nelson St
Mallery St
Concord St
Clement St
Barth St
Mackin Rd
Petrie St
Pontiac St
Seminole St
Euclid Ave
W Wood St
11th Ave
10th Ave
9th Ave
Ave C
Ave B
Ave A
Donald St
Albert St
Niagara Ave
Caldwell Ave
Dupont St
Proposed Development
Center for Hope
Millbrook Dr
Mathews St
Ballenger Park
Hurley Medical Center
GCCARD
Genesee Early College
Sixth Ave
W 5th Ave
W 4th Ave
Tuuri Pl
Blair St
Cadillac St
Gladwyn St
Joliet St
Monteith St
Frank St
Dickinson St
St Clair St
Patrick St
Beagle St
Sone St
N Grand Traverse St
Mason St
Wolcott St
University of Michigan-Flint
Riverbank Park
Wilson Park
Durant-Tuuri-Mott Elementary School
Harrison St
Brush Alley
Thompson St
Pierson St
East St
475
W 1st St
W 2nd St
W 3rd St
W 4th St
E 3rd St
E 4th St
W Kearsley St
Bluff St
Flint Fire Department
Flint Police Department
E 9th St
Belmont Ave
E Wellington Ave
Woodside
Woodlawn Park Dr
Glenwood Ave
Thayer St
Hazelton St
Asylum St
Fox St
Hall St
Ann Arbor St
Oak St
Church St
S Saginaw St
7th St
Linnelworth Ave
Google Earth
© 2021 Google
4000 ft
N

210214.2

ORDINANCE NO._____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, Motors Vehicles and Traffic, Article II, Operation of Vehicles, Section 28-65, Drag Racing.

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 28, Motor Vehicles and Traffic, Article II, Operation of Vehicles, Section 28-65, Drag Racing, which shall be amended to read in its entirety:

§ 28-65 DRAG RACING.

~~(a) It shall be unlawful for any person to operate any vehicle upon any highway, or any other place open to the general public, including any area designated for the parking of motor vehicles, within this City, in a speed or acceleration contest or for the purpose of making a speed record, whether from a standing start or otherwise over a measured or unmeasured distance, or in a drag race as herein defined.~~

~~(b) *DRAG RACING* means the operation of two or more vehicles from a point side by side at accelerating speeds in a competitive attempt to out-distance each other over a common selected course or where timing is involved or where timing devices are used in a competitive acceleration of speeds by participating vehicles. Persons rendering assistance in any manner to such competitive use of vehicles shall be equally charged as participants. The operation of two or more vehicles either at speeds in excess of prima facie lawfully established speeds or rapidly accelerating from a common standing point to a speed in excess of such prima facie lawful speed is prima facie evidence of drag racing and is unlawful.~~

~~(c) As provided by law, the Police Department may provide for the immediate removal of a vehicle from public or private property to a place of safekeeping at the expense of the registered owner of the vehicle when there is reasonable cause to believe that the vehicle was used in the commission of a crime including, but not limited to, a violation of this section.~~

~~(d) Violation of this section shall be a misdemeanor, punishable by a fine of not less than two hundred fifty dollars ($250.00) nor more than five hundred dollars ($500.00) or by imprisonment not to exceed ninety (90) days or by both fine and imprisonment in the discretion of the Court, for each such offense.~~

A. FINDINGS AND PURPOSE

DRAG RACING UPON PUBLIC STREETS RESULTS NOT ONLY IN UNSAFE TRAFFIC CONDITIONS FOR OTHER VEHICLES, PLAYING CHILDREN AND PEDESTRIANS, BUT ALSO ATTRACTS ROWDY, UNCIVIL AND INTIMIDATING CROWDS, AND DRAWS CRIMINAL ACTIVITY TO THE VICINITY OF THE RACING, INCLUDING GAMBLING UPON THE OUTCOME OF THE RACES, WHICH ENGENDERS FEAR AND DISINVESTMENT AMONG LOCAL RESIDENTS AND PREVENTS THE FULL AND PEACEFUL ENJOYMENT OF THEIR PROPERTY, AND IMPACTS NEGATIVITY ON THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY. THEREFORE, IT IS THE PURPOSE OF THIS ORDINANCE TO PROHIBIT ANY PERSON OR PERSONS FROM DRAG RACING AS DEFINED HEREIN, TO PROVIDE CRIMINAL PENALTIES FOR THE FIRST, SECOND AND SUBSEQUENT VIOLATIONS OF THIS ORDINANCE, TO DECLARE THAT A MOTOR VEHICLE WHICH HAS BEEN USED TO FACILITATE, IN ANY MANNER, A SECOND OR SUBSEQUENT VIOLATION

OF THIS ORDINANCE IS A PUBLIC NUISANCE, TO PROVIDE FOR THE SEIZURE, IMPOUNDMENT AND FORFEITURE OF ANY MOTOR VEHICLE USED TO FACILITATE, IN ANY MANNER, A SECOND OR SUBSEQUENT VIOLATION OF THIS ORDINANCE, AND TO PROVIDE FOR THE DISPOSITION OF A MOTOR VEHICLE WHICH HAS BEEN FORFEITED UNDER THIS ORDINANCE.

B. DEFINITIONS

AS USED IN THIS ORDINANCE THE TERM *"DRAG RACE"* MEANS THE OPERATION OF TWO OR MORE MOTOR VEHICLES FROM A POINT SIDE BY SIDE AT ACCELERATING SPEEDS IN A COMPETATIVE ATTEMPT TO OUT-DISTANCE EACH OTHER OVER A COMMON SELECTED COURSE OR WHERE TIMING IS INVOLVED OR TIMING DEVICES ARE USED TO MEASURE THE ACCELERATION OF SPEEDS BY PARTICIPATING VEHICLES.

AS USED IN THIS ORDINANCE THE TERM *"OWNER"* INCLUDES BUT IS NOT LIMITED TO A PERSON IN WHOSE NAME THE MOTOR VEHICLE IS TITLED AND/OR REGISTERED, AND/OR ANY LIENHOLDER WHOSE LIEN HAS BEEN FILED WITH THE SECRETARY OF STATE PRIOR TO THE COMMENCEMENT OF A NUISANCE ABATEMENT ACTION REGARDING THE MOTOR VEHICLE, AS WELL AS A PERSON WHO IS DEEMED BY LAW TO BE A CONSTRUCTIVE OWNER.

C. PROHIBITED CONDUCT

(1) IT SHALL BE UNLAWFUL FOR ANY PERSON OR PERSONS TO OPERATE ANY MOTOR VEHICLE UPON ANY HIGHWAY OR OTHER PLACE OPEN TO THE GENERAL PUBLIC, INCLUDING ANY AREA DESIGNATED FOR THE PARKING OF MOTOR VEHICLES, WITHIN THIS CITY, IN A SPEED OR ACCELERATION CONTEST OR FOR THE PURPOSE OF MAKING A SPEED RECORD, WHETHER FROM A STANDING START OR OTHERWISE OVER A MEASURED DISTANCE, OR IN A DRAG RACE AS DEFINED HEREIN.

(2) IT SHALL BE UNLAWFUL FOR ANY PERSON OR PERSONS TO AID AND ABET IN ANY MANNER THE OPERATION OF A MOTOR VEHICLE IN VIOLATION OF THIS ORDINANCE.

(3) THE OPERATION OF TWO OR MORE MOTOR VEHICLES AT SPEEDS IN EXCESS OF LAWFULLY ESTABLISHED SPEED LIMITS OR RAPIDLY ACCELERATING FROM A COMMON STANDING POINT TO A SPEED IN EXCESS OF A LAWFULLY ESTABLISHED SPEED LIMIT SHALL BE PRIMA FACIA EVIDENCE OF DRAG RACING AND A VIOLATION OF THIS ORDINANCE.

D. PENALTY

(1) THE FIRST VIOLATION OF THIS ORDINANCE SHALL BE A MISDEMEANOR PUNISHABLE BY IMPRISONMENT FOR NOT MORE THAN THIRTY (30) DAYS IN JAIL, OR A FINE OF NOT MORE THAN TWO-HUNDRED FIFTY DOLLARS ($250.00), OR BOTH.

(2) THE SECOND OR SUBSEQUENT VIOLATION OF THIS ORDINANCE SHALL BE A MISDEMEANOR PUNISHABLE BY IMPRISONMENT FOR NOT MORE THAN NINETY (90) DAYS IN JAIL, OR A FINE OF NOT MORE THEN FIVE-HUNDRED DOLLARS ($500.00), OR BOTH.

E. DECLARATION OF PUBLIC NUISANCE

(1) ANY MOTOR VEHICLE USED TO FACILITATE, IN ANY MANNER,

**A SECOND OR SUBSEQUENT VIOLATION OF THIS ORDINANCE, IS DECLARED A PUBLIC NUISANCE, AND MAY BE SEIZED, IMPOUNDED AND FORFEITED AS PROVIDED BY THIS ORDINANCE.**

**F. SEIZURE, IMPOUNDMENT AND FORFEITURE OF MOTOR VEHICLE**

**(1) A POLICE OFFICER WHO HAS REASONABLE CAUSE TO BELIEVE A MOTOR VEHICLE HAS BEEN USED TO FACILITATE, IN ANY MANNER, A SECOND OR SUBSEQUENT VIOLATION OF THIS ORDINANCE, MAY SEIZE THE MOTOR VEHICLE AND IMPOUND IT AS PROVIDED BY LAW.**

**(2) A MOTOR VEHICLE WHICH HAS BEEN SEIZED AND IMPOUNDED AS PROVIDED BY THIS THIS ORDINANCE IS SUBJECT TO FORFEITURE AS PROVIDED BY THIS ORDINANCE.**

**(3) WITHIN THIRTY (30) DAYS OF RECEIVING ACTUAL OR CONSTRUCTIVE NOTICE THAT A MOTOR VEHICLE HAS BEEN SEIZED AS PROVIDED BY THIS ORDINANCE, THE OWNER OF THE MOTOR VEHICLE MAY PROVIDE WRITTEN NOTICE TO THE CHIEF LEGAL OFFICER OF THE CITY OF FLINT, OR HIS OR HER DESIGNEE, THAT THE OWNER IS CONTESTING THE FORFEITURE AND DEMAND THAT THE CHIEF LEGAL OFFICER OR HIS OR HER DESIGNEE, FILE A COMPLAINT TO ABATE A PUBLIC NUISANCE IN THE 67TH DISTRICT COURT, AND HAVE THE MOTOR VEHICLE DECLARED FORFEITED TO THE CITY OF FLINT. IF THE OWNER DOES NOT PROVIDE WRITTEN NOTICE TO THE CHIEF LEGAL OFFICER, OR HIS OR HER DESIGNEE, WITHIN THIRTY (30) DAYS OF THE DATE THE OWNER RECEIVES ACTUAL OR CONSTRUCTIVE NOTICE THE MOTOR VEHICLE HAS BEEN SEIZED, THE MOTOR VEHICLE SHALL BE ADMINISTRATIVELY FORFEITED TO THE CITY OF FLINT.**

**G. ABATEMENT OF PUBLIC NUISANCE BY FORFEITURE**

**(1) THE CHIEF LEGAL OFFICER OF THE CITY OF FLINT, OR HIS OR HER DESIGNEE, MAY MAINTAIN AN ACTION IN THE 67TH DISTRICT COURT TO ABATE, BY FORFEITURE, THE PUBLIC NUISANCE CAUSED BY A MOTOR VEHICLE WHICH HAS BEEN USED TO FACILITATE, IN ANY MANNER, A SECOND OR SUBSEQUENT VIOLATION OF THIS ORDINANCE.**

**(2) THE ACTION TO ABATE THE NUISANCE MAY BE FILED WITHIN FOURTEEN (14) DAYS OF THE DATE THE CHIEF LEGAL OFFICER OF THE CITY OF FLINT, OR HIS OR HER DESIGNEE, RECEIVES WRITTEN NOTICE THAT THE OWNER OF THE MOTOR VEHICLE IS CONTESTING THE FORFEITURE.**

**(3) UPON A FINDING THAT A MOTOR VEHICLE HAS BEEN USED TO FACILITATE, IN ANY MANNER, A SECOND OR SUBSEQUENT VIOLATION OF THIS ORDINANCE, THE 67TH DISTRICT COURT SHALL DECLARE THE MOTOR VEHICLE FORFEITED TO THE CITY OF FLINT, AND ORDER THE MOTOR VEHICLE BE DISPOSED AS PROVIDED BY THIS ORDINANCE.**

**(4) PROOF THE OWNER KNEW THE MOTOR VEHICLE HAD BEEN USED TO FACILITATE, IN ANY MANNER, A SECOND OR SUBSEQUENT VIOLATION OF THIS ORDINANCE SHALL NOT BE REQUIRED.**

(5) IF THE COURT FINDS THE MOTOR VEHICLE HAS NOT BEEN USED TO FACILITATE, IN ANY MANNER, A SECOND OR SUBSEQENT VIOLATION OF THIS ORDINANCE, OR THE CHIEF LEGAL OFFICER OF THE CITY OF FLINT, OR HIS OR HER DESIGNEE, DOES NOT FILE AN ACTION TO ABATE, BY FORFEITURE, THE NUISANCE OF THE MOTOR VEHICLE, THE MOTOR VEHICLE SHALL BE PROMPTLY RETURNED TO THE OWNER.

H. DISPOSITON OF FORFEITED VEHICLE

(1) A MOTOR VEHICLE WHICH HAS BEEN FORFEITED PURSUANT TO THIS ORDINANCE MAY BECOME THE PROPERTY OF THE CITY OF FLINT, OR MAY BE SOLD BY THE CITY OF FLINT IN THE SAME MANNER PROVIDED FOR THE SALE OF CHATTELS UNDER EXECUTION.

(2) UPON THE SALE OF A MOTOR VEHICLE PURSUANT TO THIS ORDINANCE, THE PROCEEDS OF THE SALE SHALL BE DISTRIBUTED IN THE FOLLOWING ORDER OF PRIORITY:

(a) TO PAY FOR THE COST OF IMPOUNDING THE MOTOR VEHICLE AND THE EXPENSES OF THE SALE;

(b) TO PAY ALL BONA FIDE SECURED INTERESTS AND LIENS ON THE MOTOR VEHICLE, PROVIDED THAT THE SECURED PARTY OR LIEN HOLDER HAD NO KNOWLEDGE THE MOTOR VEHICLE HAD BEEN USED TO FACILITATE, IN ANY MANNER, A SECOND OR SUBSEQUENT VIOLATION OF THIS ORDINANCE;

(c) TO PAY FOR COURT COSTS AND REIMBURSE THE CITY OF FLINT FOR THE COST OF ENFORCING AND PROSECUTING THIS ORDINANCE;

(d) THE REMAINING BALANCE SHALL BE DEPOSITED IN THE CITY OF FLINT'S GENERAL FUND OR DISTRIBUTED AS ORDERED BY THE COURT.

I. THE PROVISIONS, SANCTIONS AND REMEDIES SET FORTH IN THIS ORDINANCE ARE IN ADDITION TO ANY OTHER PROVISIONS, SANCTIONS AND/OR REMEDIES AVAILABLE TO THE CITY OF FLINT UNDER STATE, FEDERAL AND LOCAL LAW, AND ARE NOT INTENDED TO COMPROMISE, SUBSTITUTE, OR PLACE ANY LIMITION UPON THOSE OTHER PROVISIONS, SANCTIONS OR REMEDIES IN ANY MANNER WHATSOEVER.

Sec. 2. This Ordinance shall become effective this _____day of _____, 2021, A.D.

Adopted this ___ day of _____, 2021, A.D.

FOR THE CITY:

_____

Sheldon A. Neeley, Mayor

_____

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

_____

Angela Wheeler, Chief Legal Officer

210497.1

**ORDINANCE NO._____**

An Ordinance to establish the City of Flint's Building Board of Appeals as a multiple member body of the City of Flint.

**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 adding to Chapter 24, Housing, the following Article, IV, Building Board of Appeals, Sections 121 through 123, which shall read in its entirety as follows:

**§24-121. ESTABLISHMENT OF THE BUILDING BOARD OF APPEALS; ADOPTION OF HOUSING LAW.**

**(A) THE BUILDING BOARD OF APPEALS IS HEREBY ESTABLISHED AS A MULTIPLE MEMBER BODY BY THE FLINT CITY COUNCIL AND IS EMPOWERED TO CARRY OUT THE FUNCTIONS OF:**

1. **A BOARD OF APPEALS PURSUANT TO SECTION 141C OF THE HOUSING LAW OF MICHIGAN (MCL 125.141C).**
2. **A BOARD OF APPEALS PURSUANT TO SECTION 14 OF THE CONSTRUCTION CODE ACT (MCL 125.1514).**
3. **A BOARD OF APPEALS PURSUANT TO THE SECTION 111 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AS ADOPTED BY SECTION 24-4 OF THE FLINT CODE OF ORDINANCES.**

**(B) THE PROVISIONS OF THE HOUSING LAW OF MICHIGAN ARE HEREBY ADOPTED BY THE FLINT CITY COUNCIL, PURSUANT TO MCL 125.401(2).**

**§24-122. COMPOSITION, APPOINTMENT, TERMS OF OFFICE**

**(A) THE BUILDING BOARD OF APPEALS SHALL CONSIST OF FIVE (5) MEMBERS AND TWO (2) ALTERNATES. THE MEMBERS OF THE BUILDING BOARD SHALL SATISFY AT LEAST ONE OF THE FOLLOWING QUALIFICATIONS:**

**(1) A BUILDING CONTRACTOR**

**(2) AN ARCHITECT OR PROFESSIONAL ENGINEER LICENSED WHO IS LICENSED UNDER ARTICLE 20 OF THE OCCUPATIONAL CODE, 1980 PA 299, MCL 339.2001 TO 339.2014.**

**(3) TWO MEMBERS OF THE GENERAL PUBLIC WHO HAVE KNOWLEDGE AND/OR EXPERIENCE IN BUILDING CONSTRUCTION, MAINTENANCE, OR DESIGN.**

**(4) AN INDIVIDUAL REGISTERED AS A BUILDING OFFICIAL, PLAN REVIEWER, OR INSPECTOR UNDER ARTICLE 10 OF THE SKILLED TRADES REGULATION ACT, MCL 339.6001 TO 339.6023.**

**(B) ALTERNATES SHALL SATISFY AT LEAST ONE OF THE PRECEDING CONDITIONS.**

(C) APPOINTMENTS SHALL BE MADE BY THE MAYOR, WITH THE CONSENT OF CITY COUNCIL. AT LEAST THREE-FOURTHS (3/4) OF THE MEMBERS OF THE BOARD (INLCUDING ALTERNATES) SHALL BE RESIDENTS OF THE CITY OF FLINT.

(D) VACANCIES OCCURRING OTHERWISE THAN THROUGH THE EXPIRATION OF THE TERM SHALL BE FILLED FOR THE UNEXPIRED TERM BY APPOINTMENT OF THE MAYOR WITH THE APPROVAL OF CITY COUNCIL.

(E) THE TERM OF EACH MEMBER SHALL BE FOR THREE (3) YEARS, EXCEPT THAT OF THE MEMBERS FIRST APPOINTED, 2 MEMBERS SHALL SERVE FOR 1 YEAR, 2 MEMBERS SHALL SERVE FOR 2 YEARS, AND 1 MEMBER SHALL SERVE FOR 3 YEARS. 1 ALTERNATE SHALL BE APPOINTED FOR 2 YEARS AND 1 ALTERNATE SHALL BE APPOINTED FOR 3 YEARS.

(F) A VACANCY CREATED OTHER THAN BY EXPIRATION OF A TERM SHALL BE FILLED FOR THE BALANCE OF THE UNEXPIRED TERM IN THE SAME MANNER AS THE ORIGINAL APPOINTMENT. A MEMBER MAY BE REAPPOINTED FOR ADDITIONAL TERMS.

(G) ALL MEMBERS OF THE BBOA SHALL SERVE WITHOUT COMPENSATION AND SHALL HOLD NO OTHER MUNICIPAL OFFICE OR EMPLOYMENT WITH THE CITY OF FLINT.

24-123. ORGANIZATION, QUORUM, AND VOTING

(A) THE BUILDING BOARD OF APPEALS SHALL ANNUALLY ELECT A CHAIRPERSON, VICE-CHAIRPERSON, AND OTHER OFFICERS THAT THE BOARD CONSIDERS NECESSARY.

(B) A MAJORITY OF THE MEMBERS OF THE BUILDING BOARD OF APPEALS WHO ARE APPOINTED AND SERVING CONSTITUTE A QUORUM.

(C) FINAL ACTION OF THE BUILDING BOARD OF APPEALS SHALL BE BY AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERS APPOINTED AND SERVING.

(D) IN THE ABSENCE OR RECUSAL OF A VOTING MEMBER, THE SENIOR ALTERNATE, FOLLOWED BY THE JUNIOR ALTERNATE, SHALL SATISFY THE QUORUM REQUIREMENT AND BE PERMITTED TO VOTE ON MATTERS BEFORE THE BOARD.

(E) THE BUILDING BOARD OF APPEALS SHALL HAVE THE AUTHORITY TO DETERMINE ITS OWN RULES OF PROCEDURE AND SCHEDULE ITS OWN MEETINGS AS IT DEEMS NECESSARY.

(F) AS A MULTIPLE MEMBER BODY, THE BUILDING BOARD

**OF APPEALS SHALL COMPLY WITH SECTION 6-101 OF THE FLINT CITY CHARTER.**

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of _____, 2021 A.D.

**FOR THE CITY:**

_____

**Kate Fields, City Council President**

_____

**Sheldon A. Neeley, Mayor**

_____

**Inez M. Brown, City Clerk**

**APPROVED AS TO FORM:**

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**Angela Wheeler, Chief Legal Officer**