

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, September 16, 2020

5:30 PM

ELECTRONIC PUBLIC MEETING
(Meeting Recessed from September 14, 2020)

CITY COUNCIL

*Monica Galloway, President, Ward 7
Maurice D. Davis, Vice President, Ward 2*

*Eric Mays, Ward 1
Kate Fields, Ward 4
Herbert J. Winfrey, Ward 6*

*Santino J. Guerra, Ward 3
Jerri Winfrey-Carter, Ward 5
Allan Griggs, Ward 8*

Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

SPECIAL PUBLIC NOTICE -- ELECTRONIC PUBLIC MEETING**AMENDED PUBLIC NOTICE****FLINT CITY COUNCIL ELECTRONIC PUBLIC MEETING**

On March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed as testing presumptively positive for COVID-19. On March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint, a result of the threat of COVID-19, and closed City Hall to the public effective March 17, 2020. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a local State of Emergency.

On September 3, 2020, Governor Whitmer instituted Executive Order No. 2020-176 (Safe Start) which governs activities in Michigan that remain restricted due to the COVID-19 pandemic. The order took effect on September 4, 2020, and rescinded EOs 2020-160 and 220-162. On September 3, 2020, Governor Whitmer instituted Executive Order No. 2020-177 (Declaration of state of emergency and state of disaster related to the COVID-19 pandemic), which took immediate effect and rescinded EO 2020-165.

On July 17, 2020, Governor Whitmer instituted Executive Order No. 2020-154 (Alternative means to conduct government business during the COVID-19 pandemic), which provided temporary alternative means to conduct public meetings, and rescinded EO 2020-129.

Therefore, in accordance with Governor Whitmer's Executive Order 2020-154 promoting the public health and safety of the state of Michigan and its residents, and allowing for electronic public meetings during this pandemic, the following meeting is scheduled electronically:

RECESSED Flint City Council Meeting
Wednesday, September 16, 2020, at 5:30 p.m.

(Meeting recessed from Monday, September 14, 2020)

1. The public and media may listen to the meeting online by live stream at www.youtube.com/user/spectacleTV <<http://www.youtube.com/user/spectacleTV>> or through Start Meeting Solution by dialing (617) 944-8177. The public and media may also listen/participate by downloading the StartMeeting App on Google Play or the App Store, and entering the meeting phone number.

2. Persons with disabilities may participate in the meeting by the above-mentioned means or by emailing a request for an accommodation to CouncilPublicComment@cityofflint.com <<mailto:CouncilPublicComment@cityofflint.com>>, with the subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request accommodation - including but not limited to interpreters.

If there are any questions concerning this notice, please direct them to City Council office at (810) 766-7418.

RETURN TO ORDER**ROLL CALL****RESOLUTIONS**

200302.2 Approval/Alley Vacation/South of Louisa Street/Between M.L. King Street and Root Street

Resolution resolving that the alley south of Louisa Street, between M.L. King Street and Root Street, starting where the alley adjoins Louisa Street right-of-way, spanning south and terminating at the north parcel line of parcel #40-12-427-020, extended west, is hereby vacated and discontinued forever as a public street, alley or public ground, and the same is hereby placed on the assessment rolls for the purpose of taxation, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer. [NOTE: According to the Staff Review, the alley will become the ownership of the adjacent property owner, Norstar Development, USA, LP.]

200375 Ace-Saginaw Paving Co./Asphalt Paving Materials

Resolution authorizing the proper city officials, upon City Council's approval, to enter into a contract with Ace-Saginaw Paving Co. for asphalt paving materials, as requested by DPW, in an amount NOT-TO-EXCEED \$283,788.00, for an aggregate total of \$782,188.00 [Major Street Fund Acct. No. 202-449.201-782.000 = \$95,000.00; Acct. No. 202-449.203-782.000 = \$13,400.00; and Acct. No. 202-449.211-782.000 = \$8,829.00; and Local Street Fund Acct. No. 203-449.201-782.000 = \$142,500.00; Acct. No. 203-449.203-782.000 = \$12,155.00; and Acct. No. 203-449.211-782.000 = \$11,904.00.]

200376 Contract/American Leak Detection/Water Leak Services

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to do all things necessary to enter into a contract with American Leak Detection for water leak services, as requested by DPW, in an amount NOT-TO-EXCEED \$151,528.00 [Water Fund Acct. No. 591-540.300-801.000.]

200377 Budget Amendment/Transfer of Funds/Transportation Department/Department of Public Works/Various Construction Projects

Resolution authorizing the appropriate city officials to do all things necessary to amend the 2020-2021 budget of the City of Flint to reflect the changes requested to the city's Department of Public Works -- Local and Major Street Funds -- for a total change of \$6,902,275.00 [The money will go into Major Street Fund Professional Services, Education and Training, Supplies, Postage, Printing and Publishing, Repairs & Maintenance and Rentals, Supplies, Asphalt and Equipment, and into Local Street Fund Supplies, Asphalt and Equipment.] [NOTE: The budget amendments are for the Saginaw Street Construction Project, the Robert T. Longway Boulevard Construction Project, the Fenton Road Bridge Construction Project, and the Miller Road Construction Project.]

200378 Settlement/Ralph Bieber v City of Flint/Genesee County Circuit Court No. 18-112051-NO

Resolution resolving that the City Administrator hereby authorizes settlement in

the matter of Ralph Bieber v City of Flint, Genesee County Circuit Court No. 18-112051-NO, in the amount of \$70,000.00, in satisfaction of any and all claims arising out of said matter, with payment drawn from appropriated funds in the Litigation and Suits Acct. No. 677-266.200-956.300.

- 200379** Public Hearing/Street Vacation/Island Street Between West Kearsley Street and North Grand Traverse Street

A public hearing to consider the vacation of Island Street, between West Kearsley Street and North Grand Traverse Street, shall be held on the _____ day of _____, 2020, at 5:30 p.m. in City Council Chambers [or Electronic Public Meeting], City Hall, 1101 S. Saginaw Street, Flint, AND, resolving that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing. [NOTE: According to the Staff Review, the street will be discontinued forever as a public street, alley or public ground and become the ownership of the adjacent property owner, Uptown Reinvestment Corp.]

- 200390** Amendment/Grant Agreement/Michigan Department of Environment, Great Lakes, and Energy (EGLE)/Brownfield Grant Contract

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to amend and increase existing grant agreement with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), in the amount of \$400,000.00, for a revised total of \$1,400,000.00, as requested by Planning and Development, and to appropriate revenue and expenditure amounts using Grant Code No. SDEQ-19-BRDP, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor. [NOTE: EGLE has granted the city and housing partner an additional \$400,000.00 for the purpose of environmental investigation necessary to evaluate the recognized environmental conditions within the Choice Neighborhoods Phases I and II housing development.]

- 200391** Grant Acceptance/Budget Amendment/Transfer of Funds/Center for Tech & Civic Life/Safe Voting Plan 2020

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the Center for Tech and Civic Life grant award for the City of Flint Safe Voting Plan 2020, and to set up the appropriate revenue and expense accounts in the 296 Grant Fund, in the amount of \$475,625.00, in accordance with the terms of the grant, for a grant project period of June 15, 2020, through December 31, 2020, representing the dates between which covered costs may be applied. [NOTE: The Center for Tech and Civic Life has decided to award a grant to the City of Flint's Office of the City Clerk to support the public purpose of planning and operationalizing safe and secure election administration in the City of Flint.]

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

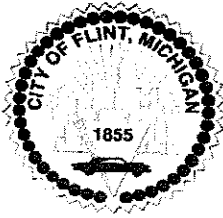
SECOND READING AND ENACTMENT OF ORDINANCES

- 200304** Amendment/Ordinance/Chapter 24 (Housing)/Section 24-4 (Adoption - Comprehensive Rental Inspection Code)
- An ordinance to amend Chapter 24 (Housing), Section 24-4 (Adoption - Comprehensive Rental Inspection Code) of the Code of the City of Flint.
- 200326** Amendment/Ordinance/Chapter 2 (Administration)/Article VI (City Wide Advisory Committee (CWAC))
- An ordinance to amend Chapter 2 (Administration), Article VI (City Wide Advisory Committee), of the Code of the City of Flint by amending Sections 2-26 through 2-26.4.
- 200330** Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.2 (Adoption-Job Description & Qualifications)/Human Resources & Labor Relations Director
- An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.3 (Adoption - Job Description and Qualifications), Human Resources & Labor Relations Director. [NOTE: New ordinance changes the requirement for municipal experience.]
- 200352** 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 (DD). [NOTE: The PILOT is for Orchard Lane Limited Dividend Housing Association, LLC, a Michigan Limited Liability Co. (Orchard Lane Apartments). The annual service charge for the class of persons of low and moderate income shall be equal to four and one-half (4 1/2) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]
- 200353** 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 (EE). [NOTE: The PILOT is for Clark Commons III, Limited Divident Housing Association (LDHA), LLC, a limited liability company. 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.]

ADDITIONAL DISCUSSION ITEMS

FINAL COUNCIL COMMENT

ADJOURNMENT



RESOLUTION NO.:

200302.2

PRESENTED: _____

ADOPTED: _____

**RESOLUTION RECOMMENDING THE VACATION OF ALLEY SOUTH OF LOUISA ST.,
BETWEEN M.L. KING AVE. AND ROOT ST.**

BY THE CITY ADMINISTRATOR:


WHEREAS, Due notice has been given to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to vacate the street, alley or public ground known as the alley south of Louisa St., between M.L. King St. and Root St.

WHEREAS, Pursuant to the requirements of section 42-25 of the Flint City Code, a public hearing has been held so that members of the Flint City Council could meet and hear objections to the proposed vacation and discontinuance of the above described street, alley or public ground.

IT IS RESOLVED, that the alley south of Louisa St., between M.L. King St. and Root St., starting where the alley adjoins Louisa St. right-of-way, spanning south, and terminating at the north parcel line of parcel # 40-12-427-020 extended west, is hereby vacated and discontinued forever as a public street, alley, or public ground, and the same is hereby placed on the assessments rolls for the purpose of taxation.

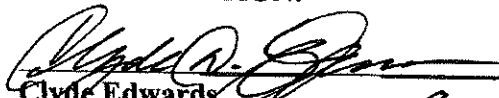
FURTHER RESOLVED, that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

APPROVED AS TO FORM:



Angela Wheeler
Chief Legal Officer

ADMINISTRATION:


Clyde Edwards
City Administrator

CITY COUNCIL:

Monica Galloway
City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 8 / 13 / 2020

BID/PROPOSAL#: N/A

AGENDA ITEM TITLE: RESOLUTION RECOMMENDING THE VACATION OF ALLEY SOUTH OF LOUISA ST., BETWEEN MLK AVE., AND ROOT ST.

PREPARED BY: KRISTIN STEVENSON, PLANNING & DEVELOPMENT, ext. 2065

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

At its meeting on August 13, 2019, the Flint Planning Commission recommended APPROVAL to vacate the portion of this alley, south of Louisa St., between M.L. King Ave. and Root St.

Norstar Development USA, L.P. has an option agreement to purchase the properties to the east (PID # 40-12-427-018; 40-12-427-019) and west (PID # 40-12-427-017) of the proposed alley vacation. This alley vacation is being requested by Norstar Development USA, L.P. in order to proceed with plans to build a four-unit townhouse on this land as part of the Clark Commons III development.

The vacated span of the 12' wide alley will be dissolved into a parcel as displayed in the parcel combination application (attached). The vacation starts at the Louisa St. right-of-way, spans south, then terminates at the north parcel line of parcel # 40-12-427-020 (909 Root St.) extended west.

This alley vacation request has been reviewed by all applicable City of Flint departments including the City Engineer, Traffic Engineer, Water Service Center, and Planning and Zoning staff.

FINANCIAL IMPLICATIONS: The property will be discontinued forever as a public street, alley, or public ground and become the ownership of the adjacent property owner (Norstar Development USA L.P.).

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

Dept.	Name of Account	Account Number	Grant Code	Amount
N/A	N/A	N/A	N/A	N/A
FY19/20 GRAND TOTAL				N/A

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



CITY OF FLINT

ACCOUNTING APPROVAL: N/A Date: N/A

FINANCE APPROVAL: N/A Date: 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: (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): There are no other implications

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

DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox
Suzanne Wilcox, Director

CITY OF FLINT



PROPOSAL#21000514

RESOLUTION NO:

200375

PRESENTED:

SEP 14 2020

ADOPTED:

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ACE SAGINAW PAVING COMPANY FOR
ASPHALT PAVING MATERIALS**

On June 10, 2019, the Proper City Officials approved to issue a purchase order to Ace Saginaw Asphalt, 115 S. Averill Ave., Flint, Michigan 48506, for Asphalt Paving Materials (Resolution #190221) in the amount of \$424,400.00 for the first of a two-year proposal.

Ace Saginaw Paving was the responsive bidder out of four solicitations. On July 21, 2020, an emergency purchase order (#20-002593) was issued in the amount of \$74,000.00 for asphalt paving materials to repair hazardous conditions in the roadway.

The Department of Public Work has requested the second year of asphalt paving materials through June 30, 2021 in the amount of \$283,788.00.

Funding for said services are available in the budget for FY21 (07/01/20 – 06/30/21):

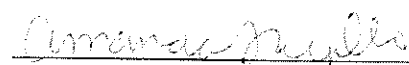
Account Number	Account Name	Amount
202-449.201-782.000	Asphalt - Major	\$ 95,000.00
203-449.201-782.000	Asphalt - Locals	\$142,500.00
202-449.203-782.000	Asphalt - Major Winter	\$ 13,400.00
203-449.203-782.000	Asphalt - Local Winter	\$ 12,155.00
202-449.211-782.000	Asphalt - Water Major	\$ 8,829.00
203-449.211-782.000	Asphalt - Water Locals	\$ 11,904.00
FY21 (07/01/20 – 06/30/21) Total		\$ 283,788.00

IT IS RESOLVED, that the Proper City Officials, are hereby authorized to do all things necessary to enter into a contract with Ace Saginaw Asphalt for Asphalt Paving Materials for FY21 (07/01/20 – 06/30/21) in the amount of \$283,788.00 and for an aggregate total of \$782,188.00.

APPROVED AS TO FORM:


 Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


 Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


 Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


 Monica Galloway, City Council President

APPROVED AS TO PURCHASING:


 Joyce A. McClane, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 08/26/20 (NEW SR ADDED WITH NEW TOTALS)

BID/PROPOSAL#

AGENDA ITEM TITLE: Ace Saginaw Paving Co. – Asphalt Material for FY21

PREPARED BY Betty Wideman – Transportation Street Maintenance
(Please type name and Department)

VENDOR NAME: Ace Saginaw Paving Co

BACKGROUND/SUMMARY OF PROPOSED ACTION:

For asphalt material to repair hazardous conditions in the roadway, i.e. potholes, road cuts, water cuts

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Streets	Asphalt	202-449.201-782.000		\$95000.00
		203-449.201-782.000		\$142500.00
		202-449.203-782.000		\$13400.00
		203-449.203-782.000		\$12155.00
		202-449.211-782.000		\$8829.000
		203-449.211-782.000		\$11904.00
		FY19/20 GRAND TOTAL		\$283,788.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 200003446 (Budgeted)

ACCOUNTING APPROVAL: _____ **Date:** _____



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

For Asphalt Paving Materials

PROPOSAL #21000514

Company: **Ace Saginaw Paving Co. – Flint, Michigan**

Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the period 7/1/20 – 6/30/22

Item #	Description	Unit Price	Extended Total
1	2,000 Tons - 1100T, 20AA - New	\$ 63.25 /ton	\$126,500.00
2	4,000 Tons - High Stability Top, 20AA - New	\$ 65.00 /ton	\$260,000.00
3	200 Gallons – New LTBC-2 Trackless tack	\$ 5.20 /ton	\$1,040.00
4	2,000 Tons - Cold Milling Asphalt	\$ 8.00 /ton	\$16,000.00
5	16,600 Tons - Credit for Stripped Material returned for recycling	\$ N/A /ton	\$ N/A
6	Standard Performance Cold Patch	\$ N/A /ton	\$ N/A
7	Permanent High Performance Cold patch (meeting or exceeding the attached specifications)	\$ 118.00 /ton	\$ N/A
<p>"Permanent High Performance Cold Patch with a Performance Guarantee". Proposed material must provide a written guarantee to adhere permanently to the repaired street area for the life of the repair or actual volumes used will be replaced at no charge. Written copy of said guarantee must be provided with proposal response. Cold patch material must allow for immediate traffic use after application without any mixing, heating, or tracking required. Proposed material must be guaranteed to adhere to concrete, steel and asphalt under all types of weather conditions. Material must remain pliable at temperatures from -15 F to +105 F.</p>			
Daily rent rate for equipment only:			
8	Rental per day/hour large 8 to 12 ton roller		\$121.00
9	Rental per day/hour 46.5 ton flowboy with operator		\$150.00
10	Rate per day/hour paver with operator		\$210.00
11	Rental per day/hour double train to dump in with operator		\$146.00
TOTALS			\$ N/A
<p>Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal or exceeding" specification. Mfg., model #, and supporting documentation of specifications for alternates must be provided.</p>			

190221

(Proposal No. 20000514)

SUBMISSION NO.: _____

PRESENTED: 6-10-2019

ADOPTED: 6-10-2019

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ACE-SAGINAW PAVING CO. FOR ASPHALT PAVING MATERIALS

RESOLUTION

The Department of Purchases and Supplies has solicited a proposal for asphalt paving materials as requested by various departments; and

Ace-Saginaw Paving Co., 115 S. Averill Ave., Flint, MI was the sole bidder from four solicitations for said requirements. The funding for this request will come from the following account numbers: 202-449.201-782.000 (\$55,000.00), 202-449.203-782.000 (\$16,500.00), 202-449.211-782.000 (\$11,400.00), 203-449.201-782.000 (\$255,000.00), 203-449.203-782.000 (\$10,500.00), 203-449.211-782.000 (\$16,000.00), 590-540.208-782.000 (\$25,000.00), 591-540.202-782.000 (\$35,000.00); and

IT IS RESOLVED, Department of Purchases and Supplies is to issue purchase orders to Ace-Saginaw Paving Co for asphalt paving materials in an amount not to exceed \$424,400.00. (Major Street Fund, Local Street Fund, Sewer Fund, Water Fund) pending adoption of the FY20 budget


APPROVED PURCHASING DEPT.


Joyce A. McClane
Purchasing Manager


APPROVED AS TO FINANCE


Tamar A. Lewis
Deputy Finance Director

APPROVED AS TO FORM


Angela Wheeler
Chief Legal Officer


Steve Branch, City Administrator


Herbert J. Winfrey, President
City Council

CITY OF FLINT



Proposal #18000572

RESOLUTION NO: **200376**

PRESENTED: **SEP 14 2020**

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO AMERICAN LEAK DETECTION FOR WATER LEAK SERVICES

On September 9, 2019, the Proper City Officials approved resolution #190377 to do all things necessary to process a budget amendment to allocate \$151,528.00 for Capital Improvement for Water Leak Services.

American Leak Detection, 11850 Whitmore Lake Road was awarded proposal for Water Leak Services in the amount of \$151,528.00.

The Department of Public Works is requesting to extend proposal. The vendor has agreed to hold their pricing to last year's rates, with no increase through June 30, 2021.

Funding for said services are available in the following account for FY21 (07/01/20 – 06/30/21):

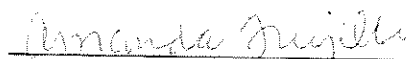
Account Number	Account Name	Amount
591-540.300-801.000	Capital Improvement	\$151,528.00
	FY21 (07/01/20 THRU 06/30/21)	\$151,528.00

IT IS RESOLVED, that the Proper City Officials, are to do all things necessary to enter into a contract with American Leak Detection for water leak services in the amount not to exceed for FY21 (07/01/20 – 06/30/21) \$151,528.00.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


APPROVED AS TO FINANCE:


Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Monica Galloway, City Council President

APPROVED AS TO PURCHASING:


Joyce A. McClane
Purchasing Manager



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

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

BUDGET YEAR 1 \$151,528.00

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

Robert Bincsik

Robert Bincsik, Director of Public Works

Robert Binsclk
Department of Public Works Director
City of Flint
3310 E. Court Street
Flint, MI 48506
Ph: 810.766.7202 ext. 3413
Fx: 810.743.5758

20th July 2020

Dear Robert

I trust this letter finds you well.

We would like to follow up on our leakage survey which we carried out in the City of Flint last year. As you are aware we completed a comprehensive survey of the potable water network and located a total of 110 distribution leaks, 8 water thefts and 1 customer side leak. Our calculations indicated savings in excess of **3,500,000 Gallons per day**. This represented a significant saving for the City of Flint.

Following on from this we would like the opportunity to work for the City of Flint again to assist in the reducing your leakage further. As a valued customer we would hold prices from the previous year and work under the same conditions as the previous contract.

Kind Regards

Steve Gayler

Robert Binscik
Department of Public Works Director
City of Flint
3310 E. Court Street
Flint, MI 48506
Ph: 810.766.7202 ext. 3413
Fx: 810.743.5758

20th July 2020

Dear Robert

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We would like to follow up on our leakage survey which we carried out in the City of Flint last year. As you are aware we completed a comprehensive survey of the potable water network and located a total of 110 distribution leaks, 8 water thefts and 1 customer side leak. Our calculations indicated savings in excess of **3,500,000 Gallons per day**. This represented a significant saving for the City of Flint.

Following on from this we would like the opportunity to work for the City of Flint again to assist in the reducing your leakage further. As a valued customer we would hold prices from the previous year and work under the same conditions as the previous contract.

Kind Regards

Steve Gayler

190377


RESOLUTION NO.:
PRESENTED: 9-09-19
ADOPTED: 9-09-2019


RESOLUTION AUTHORIZING A BUDGET AMENDMENT
ALLOCATING \$151,528.00 FROM WATER FUND (591) BALANCE
TO FY 19-20 ACCOUNT 591-540-300-801-000

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint, Department of Public Works, Water Department desires to amend the FY19-20 approved budget for the purpose of funding the continuing leak detection project that the water department currently has ongoing. This project was budgeted for last fiscal year 18-19.

THEREFORE, BE IT RESOLVED, that the appropriate City Officials authorize to do all things necessary to process a budget amendment to allocate \$151,528.000 from Water Fund balance to the FY19-20 capital improvement account 591-540-300-801-000

AS TO FINANCE:

Angela Wheeler, Chief Legal Officer

AS TO FINANCE:

Tamar Lewis, Acting Chief Financial Officer


Steve Branch, City Administrator

CITY COUNCIL:

M... ..

RESOLUTION NO.: **200377**PRESENTED: **SEP 14 2020**

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING APPROPRIATE CITY OFFICIALS TO DO ALL THINGS
NECESSARY TO PROCESS A BUDGET AMENDMENT TO TRANSFER FUNDS WITHIN THE
DPW - TRANSPORTATION DIVISION

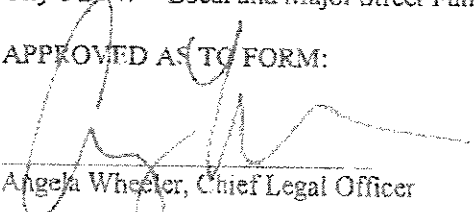
To maintain a balanced departmental budget, it is necessary that appropriated funding be moved within the Department of Public Works, Transportation Division budget in the amount of \$6,902,275.00 to cover mandated work agreements with the State of Michigan (ACT51) in the Local and Major Street Fund (202 & 203) accounts be transferred into the following account numbers:

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Professional Services	441.702-801.000	N/A	\$ 4,480,000
202	Professional Services	442.100-801.000	N/A	\$ 15,300
202	Education & Training	442.100-958.000	N/A	\$ 1,000
202	Professional Services	443.200-801.000	N/A	\$ 368,900
202	Supplies	443.201-726.000	N/A	\$ 107,800
202	Postage	443.201-729.000	N/A	\$ 100
202	Professional Services	443.201-801.000	N/A	\$ 534,800
202	Printing & Publishing	443.201-900.000	N/A	\$ 500
202	Repairs & Maintenance	443.201-930.000	N/A	\$ 37,700
202	Professional Services	449.200-801.000	N/A	\$ 35,000
202	Rentals	449.200-940.000	N/A	\$ 5,775
202	Supplies	449.201-726.000	N/A	\$ 66,800
202	Asphalt-Outside	449.201-782.000	N/A	\$ 120,000
202	Professional Services	449.201-801.000	N/A	\$ 125,000
202	Equipment	449.201-977.000	N/A	\$ 320,000
202	Asphalt-Outside	449.203-782.000	N/A	\$ 6,800
202	Professional Services	449.215-801.000	N/A	\$ 35,900
203	Supplies	443.201-726.000	N/A	\$ 75,900
203	Asphalt-Outside	449.201-782.000	N/A	\$ 315,000
203	Equipment	449.201-977.000	N/A	\$ 250,000
FY20/21 GRAND TOTAL				\$6,902,275

In accordance with Budget Ordinance #3856 adopted 1-25-15, budget amendments in excess of \$25,000 shall be submitted to City Council for its approval;

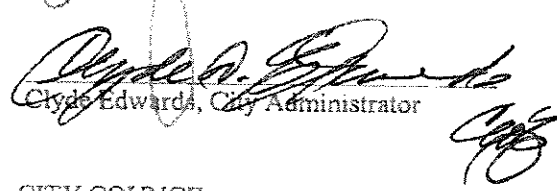
IT IS RESOLVED, that the appropriate city officials are hereby authorized to do all things necessary to amend the 2020-2021 budget of the City of Flint to reflect the changes requested above to the City's DPW – Local and Major Street Funds (202 & 203) for a total change of \$6,902,275.00.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Amanda Trujillo, Interim Chief Finance Officer


Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

FY21 KRN



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/24/2020

BID/PROPOSAL#

AGENDA ITEM TITLE:

PREPARED BY: Kirstie S. Troup, Department of Transportation
(Please type name and Department)

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

First Quarter Budget Amendment in order to request additional funding for all DPW – Transportation Division accounts appropriately in order to cover all necessary requisitions in the P.O. System to complete work agreements with the State of Michigan per ACT51 State Requirements.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Professional Services	441.702-801.000	N/A	4,480,000
202	Professional Services	442.100-801.000	N/A	15,300
202	Education & Training	442.100-958.000	N/A	1,000
202	Professional Services	443.200-801.000	N/A	368,900
202	Supplies	443.201-726.000	N/A	107,800
202	Postage	443.201-729.000	N/A	100
202	Professional Services	443.201-801.000	N/A	534,800
202	Printing & Publishing	443.201-900.000	N/A	500
202	Repairs & Maintenance	443.201-930.000	N/A	37,700
202	Professional Services	449.200-801.000	N/A	35,000
202	Rentals	449.200-940.000	N/A	5,775
202	Supplies	449.201-726.000	N/A	66,800
202	Asphalt-Outside	449.201-782.000	N/A	120,000
202	Professional Services	449.201-801.000	N/A	125,000
202	Equipment	449.201-977.000	N/A	320,000
202	Asphalt-Outside	449.203-782.000	N/A	6,800
202	Professional Services	449.215-801.000	N/A	35,900
203	Supplies	443.201-726.000	N/A	75,900



CITY OF FLINT

203	Asphalt-Outside	449.201-782.000	N/A	315,000
203	Equipment	449.201-977.000	N/A	250,000
FY21 GRAND TOTAL				\$6,902,275

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: Kirstie S. Troup

Date: 07/27/20

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:

Robert Bincsik

(Robert Bincsik, Director of Public Works)

EXPLANATION OF TRANSPORTATION PROJECTS 2020-2021

Name of Project	Location Limits	Scope of Work	Organization doing the work	Timeline	City of Flint Estimated Cost*
Saginaw Street (Bricks) Preliminary Engineering	Court Street to Flint River	The goal of the design project is to review all options for the reconstruction and restoration of the existing historical brick pavements. The preliminary engineering firm is reviewing ways to design the street with ideas to stabilize the bricks, as well as best methods to blend other paving materials with which bricks can be reused, design water main replacement, reviewing drainage issues create better traffic flow, create safer bicycle traffic, enhance safer pedestrian traffic, review parking options, meet with local business and organizations to ensure public input.	Awarded to Wade Trim	Currently ongoing since 2019 competition date 2021	\$ 315,000,000.00
Saginaw Street Construction Project (Bricks)	Court Street to Flint River	Contractor will take PE plans and Reconstruct Saginaw Street	NA at this time, this will be a MDOT Bidder Project	2021	
Saginaw Street Construction Engineering	Court Street to Flint River	Work with the City of Flint to ensure all paperwork, inspections and surveying is completed. That work is completed as designed.	NA at this time.	2021	\$ 1,500,000.00
Robert T. Longway Boulevard Preliminary Engineering	Chavez Drive to E. Boulevard Drive	Designing the reconstruction of Robert T. Longway Boulevard, including water main replacement (approximately 1000'), as well as milling, resurfacing, new concrete gutters and correcting drainage issues.	Awarded to Spaulding Dedecker	2020-2021	\$ 200,000.00

Robert T. Longway Boulevard Construction	Chavez Drive to E. Boulevard Drive	Contractor will take PE plans and resurface Robert T. Longway Boulevard	NA at this time, September MDOT Bid Letting	2020-2021	
Robert T. Longway Boulevard Construction Engineering	Chavez Drive to E. Boulevard Drive	Work with the City of Flint to ensure all paperwork, inspections and surveying is completed. That work is completed as designed.	NA at this time. RFP for Construction Engineering out 8/28/2020	2020-2021	
					\$ 450,000.00
Fenton Road Bridge Preliminary Engineering	Bridge crossing at Thread Creek. The Bridge is partial under the I-69 overpass (North of 12th Street and South of 6th Street)	The total redesign of a new bridge. The current bridge is in the MDOT right-of-way, so it costly to rebuild under I-69. Engineering firm is reviewing options to relocate the bridge. So far, Rowe Professional Services has submitted five designs that move the bridge so it is no longer under I-69, which means moving the road. No decision has been made yet on which design will be used. Reviewing issues with each option.	Awarded to Rowe Professional Services	2020-2021	
					\$ 200,000.00
Fenton Road Bridge Construction	Bridge crossing at Thread Creek. The Bridge is partial under the I-69 overpass (North of 12th Street and South of 6th Street)	The removal and reconstruction of the bridge including possible road realignment per approved plans	NA at this time, this will be a MDOT bid/ded Project	2020-2021	
Fenton Road Bridge Construction Engineering	Bridge crossing at Thread Creek. The Bridge is partial under the I-69 overpass (North of 12th Street and South of 6th Street)	Work with the City of Flint to ensure all paperwork, inspections and surveying is completed. That work is completed as designed.	NA at this time.	2020-2021	
					\$ 699,210.00

Miller Road Preliminary Engineering	Hammerberg Road to Ballenger Highway	Designing and surveying the resurfacing of Miller Road including new water main, sidewalks and the road diet from four lanes to three.	Awarded to Spalding DeDecker	2020-2021	\$ 320,000.00
Miller Road Construction	Hammerberg Road to Ballenger Highway	Contractor will take PE plans and mill and resurface Miller Road per plans.	NA at this time, this will be a MDOT Bidded Project	2020-2021	
Miller Road Construction Engineering	Hammerberg Road to Ballenger Highway	Work with the City of Flint to ensure all paperwork, inspections and surveying is completed. That work is completed as designed.	NA at this time.	2020-2021	\$ 820,000.00
					\$ 4,484,250.00

* The City of Flint is responsible for 100% of the Preliminary Engineering. The City of Flint is only responsible for 5.20% of the cost of construction.

200378



RESOLUTION NO.: _____

PRESENTED: SEP 14 2020

ADOPTED: _____

RESOLUTION TO APPROVE SETTLEMENT OF LITIGATION MATTER OF RALPH BIEBER V. CITY OF FLINT, GENESEE COUNTY CIRCUIT COURT, 18-112051-NO

BY THE CITY COUNCIL:

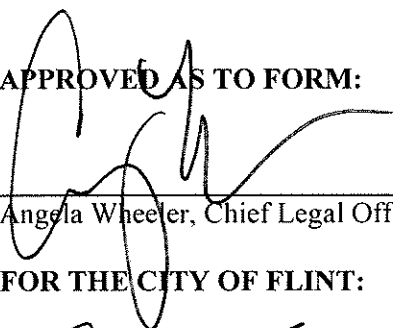
WHEREAS this matter was presented to City Council at executive session on August 24, 2020;
and

WHEREAS the City of Flint admits no liability in the claims filed by Ralph Bieber, the
Department of Law recommends settlement of this matter.

WHEREAS all parties have agreed to settlement in this matter; and

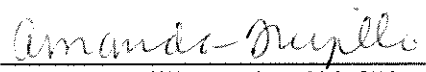
IT IS RESOLVED that the City Administrator hereby authorizes settlement in the matter of ,
Ralph Bieber v. City of Flint, 18-112051-NO, in the amount of \$70,000.00, and in satisfaction of
any and all claims arising out of said litigation. Payment shall be drawn from appropriated funds
in the Litigation and Suits line item 677-266.200-956.300.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:



Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President



CITY OF FLINT

RESOLUTION NO.: 200379

PRESENTED: SEP 14 2020

ADOPTED: _____

Resolution Recommending Setting a Public Hearing for the Street Vacation of Island Street between West Kearsley Street and North Grand Traverse Street (PID #40-13-252-004)

BY THE CITY ADMINISTRATOR:

The City of Flint desires to provide due notice to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to vacate the street, alley or public ground known as **Island Street between West Kearsley Street and North Grand Traverse Street (PID #40-13-252-004)**

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

IT IS RESOLVED, that a public hearing to consider the vacation of the Island Street between West Kearsley Street and North Grand Traverse Street (PID #40-13-252-004), shall be held on the _____ day of _____, 2020 at 5:30 p.m., in the City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw St., Flint, Michigan.

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

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

CITY COUNCIL:

Monica Galloway, Council President

ADMINISTRATION:

Clyde Edwards
Clyde Edwards, City Administrator



TODAY'S DATE: 9/01/2020

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: Resolution recommending Setting a Public Hearing for the Street Vacation of Island Street between West Kearsley Street and North Grand Traverse Street (PID #40-13-252-004)

PREPARED BY Suzanne Wilcox, Director, Department of Planning and Development
(Please type name and Department)

VENDOR NAME: n/a

BACKGROUND/SUMMARY OF PROPOSED ACTION:

At its meeting on July 14, 2020, the Flint Planning Commission recommended **APPROVAL** to vacate Island Street between between West Kearsley and North Grand Traverse Street (PID # 40-13-252-004).

Uptown Reinvestment Corporation has an agreement with River City Developments, LLC to purchase the properties on the east and west sides of the proposed Island Street vacation. This street vacation is being requested by Uptown Reinvestment Corporation in order to proceed with plans to remove existing pavement, and install green infrastructure elements on the site, as well improve recreation opportunities for the community, consistent with the approved Riverfront Restoration Project.

This alley vacation request has been reviewed by all applicable City of Flint departments including the City Engineer, Traffic Engineer, Water Service Center, and Planning and Zoning Staff. The City Engineer has recommended that the City retain a 60ft easement down the overall length of Island Street to accommodate a 60" sewer main running down the street. This resolution just sets the public hearing; the easement will be incorporated into the actual resolution approving the street vacation, should Council vote to approve said vacation.

FINANCIAL IMPLICATIONS: The property will be discontinued forever as a public street, alley, or public ground and become the ownership of the adjacent property owner (Uptown Reinvestment Corporation).

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY19/20 GRAND TOTAL		



CITY OF FLINT

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

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) 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:

A handwritten signature in cursive script, appearing to read "Suzanne Williams".

(PLEASE TYPE NAME, TITLE)



RESOLUTION NO.:

200390

PRESENTED:

SEP 14 2020

ADOPTED:

**RESOLUTION AUTHORIZING GRANT AMENDMENT TO INCREASE MICHIGAN
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)
BROWNFIELD GRANT CONTRACT (SDEQ-19-BRDP) BY \$400,000.00 FOR TOTAL
GRANT AWARD OF \$1,400,000.00**

BY THE MAYOR:

WHEREAS, Resolution 190147, adopted April 22, 2019, authorized the acceptance of a \$499,995 brownfield grant 2019-1376 from EGLE for the purpose of environmental remediation within Choice Neighborhoods Phase I housing development; and

WHEREAS, Resolution 200102, adopted February 24, 2020, authorized a grant amendment to increase the brownfield grant from EGLE by \$500,005 for a total grant award of \$1,000,000 for environmental remediation within Choice Neighborhoods Phases I and II; and

WHEREAS, EGLE has granted the City and housing partner an additional \$400,000 for the purpose of additional environmental investigation necessary to evaluate the recognized environmental conditions within the Choice Neighborhoods Phases I & II housing development; and

WHEREAS, The total brownfield grant amount to be accepted is now equal to \$1,400,000.00; and the grant code and accounts have been established as follows:


Department	Name of Account	Account Number	Grant Code	Amount
Planning & Development	Revenue	296-721.200-539.000	SDEQ-19-BDRP	\$1,400,000.00
	Expense	296-721.200-801.000	SDEQ-19-BDRP	\$1,400,000.00

IT IS RESOLVED that appropriate City Officials are authorized to do all things necessary to amend and increase existing EGLE grant agreement 2019-1376 in the amount of \$400,000.00 for a revised total of \$1,400,000.00 and to appropriate revenue and expenditure amounts using grant code SDEQ-19-BRDP, and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor

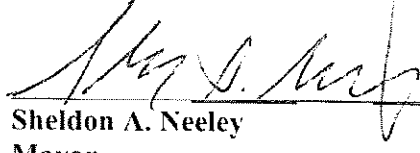
APPROVED AS TO FINANCE:


Amanda Trujillo
Acting Finance Director

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

ADMINISTRATION:



Sheldon A. Neeley
Mayor

CITY COUNCIL:

Monica Galloway
City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 9/4/2020

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING GRANT AMENDMENT TO INCREASE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE) BROWNFIELD GRANT CONTRACT (SDEQ-19-BRDP) BY \$400,000.00 FOR TOTAL GRANT AWARD OF \$1,400,000.00

PREPARED BY: Kristin Stevenson, Planning & Development, x2065

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

BACKGROUND/SUMMARY OF PROPOSED ACTION:

In March 2019, the City was awarded \$499,995.00 in grant funds from the Michigan Department of Environmental Quality, presently the Dept. of Environment, Great Lakes & Energy (EGLE) to remove 18-24 inches of impacted soil throughout the Clark Commons Phase I development and replace it with imported, clean fill. This grant aligns with the Transformation Plan created through the South Flint Choice Neighborhoods Initiative. A grant contract was previously approved under resolution #190147. EGLE then awarded an additional \$500,005 to the City to be used for Clark Commons Phase II environmental remediation (approved resolution #200102). Since then, additional investigation has become necessary to evaluate the recognized environmental conditions on the property in association with the assumed vapor intrusion risks. As a result, EGLE has awarded an additional \$400,000 for a new total grant award of \$1,400,000.00

The contract with EGLE allows for the City's development partner, Norstar Development USA and owner entity, Clark Commons LDHA, LLC to mitigate known contaminants on the sites under construction and planned for redevelopment within Clark Commons Phase 1 and Phase 2. The owner entity of the new housing, Clark Commons LDHA, LLC will be receiving the grant dollars to execute the mitigation and investigation work. The authorization does not constitute a change order.

This Brownfield Redevelopment Grant and the corresponding contract with EGLE will allow the City and partner, Clark Commons LDHA LLC to further implement many strategies identified in the master plan and specifically "create multi-income housing by integrating public and affordable housing into new developments".

FINANCIAL IMPLICATIONS: None

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



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

August 31, 2020

The Honorable Sheldon Neeley
Mayor of Flint
1101 South Saginaw Street
Flint, Michigan 48502

Dear Mayor Neeley:

SUBJECT: Brownfield Redevelopment Grant Amendment #3
Clark Commons I & II
Tracking Code: 2019-1376
Location Code: 8G02

The Department of Environment, Great Lakes, and Energy (EGLE) received your request for a budget increase and an extension of the Brownfield Redevelopment grant for the Clark Commons I & II project. We support the budget increase and extension to the City in order to complete the work. We propose revising the contract end date to May 1, 2022, and a budget increase to \$1,400,000.

Please note that the amendment to modify the contract must be signed by both your agency and EGLE no later than September 15, 2020. Attached is the contract amendment that reflects the new end date and revised budget. Please sign and return **no later than September 11, 2020**. After that date, the funding will no longer be available.

Please return via email:

1. Print and sign the attached document
2. Scan the signed version
3. Email the scanned file to both myself and EGLE-Brownfields@michigan.gov

After the amendment has been signed by EGLE, a signed original will be returned to you for your records.

Thank you for keeping us informed of the project status. If you have any questions please contact me.

Sincerely,

Janet Michaluk, Brownfield Coordinator
Brownfield Assessment and Redevelopment Section
Remediation and Redevelopment Division
517-643-0314
MichalukJ@Michigan.gov

Enclosures

cc: Ms. Carrie Geyer, EGLE
Mr. Ryan Londrigan, EGLE
Ms. Dawn Austin, EGLE
Mr. Mark Kussro, EGLE
File #2019-1376



Tracking Code: 2019-1376
Location Code: 8G02
Amendment #: 3

**CLARK COMMONS I & II PROJECT
AMENDMENT TO THE BROWNFIELD GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF FLINT**

This Amendment modifies the grant contract between the Michigan Department of Environment, Great Lakes, and Energy, (hereafter "State"), and the **City of Flint** (hereafter "Grantee"), signed by the State on **May 1, 2019**, for the **Clark Commons I & II Project**. This Amendment does not take effect until signed by both parties.

The revisions to the grant contract are limited to those specified below. All other provisions of the contract remain in effect.

CONTRACT PERIOD (END DATE)

The State and the Grantee agree to extend the end date of this brownfield grant contract from May 1, 2021, to May 1, 2022. The Grantee will complete all obligations under this contract no later than the end date, as amended. Costs incurred after the amended end date are not eligible for reimbursement under the grant contract.

COMPENSATION (BUDGET)

The State and the Grantee agree to the budget modifications described below.

A \$400,000 grant increase is being provided to accommodate the additional investigation necessary to evaluate the recognized environmental conditions on the property in association with the assumed vapor intrusion risks. The additional grant funding is dependent on the Grantee meeting the following project benchmarks.

Project Benchmarks

- Within 30 days of the execution of the amendment a qualified environmental consultant* must be selected by the Grantee for approval by EGLE to complete the activities outlined herein. At a minimum, the qualified consultant must have offices in Michigan and history and experience with both the Michigan Brownfield Redevelopment Program and vapor intrusion work in Michigan that has been reviewed and approved by EGLE.
- This consultant shall:
 - Be responsible for performance of the environmental investigation to evaluate the recognized environmental conditions and vapor intrusion risks on the property.
 - Perform the design and/or technical oversight of any vapor mitigation systems proposed to be funded with the brownfield grant.
 - Be utilized to assist the Grantee with and/or conduct administrative and oversight tasks for the remainder of the grant. This work will include, but is not limited to, the preparation of work plans, quarterly reports, closeout reporting, as well as assisting with the technical review and oversight of other consultants working for the developer. Funding for the administrative and oversight activity can be split between the budget tasks as appropriate and as defined in future work plans.

*The selected qualified environmental consultant may be under contract with the City of Flint and/or the developer.

Budget Amendment

Task	Original Grant Budget	Amended Grant Budgets		Amendment #3	
		Amendment #1	Amendment #2	Grant Increase	New Grant Budget
1. Investigation and BEA	\$102,965	\$0	\$0	\$370,000	\$370,000
2. Due Care Activities	\$373,030	\$499,995	\$1,000,000	\$0	\$1,000,000
3. Third-Party Environmental Oversight Professional	\$24,000	\$0	\$0	\$30,000	\$30,000
Project Total	\$499,995	\$499,995	\$1,000,000	\$400,000	\$1,400,000

Funding sources for this Grant Contract include the following:

Funding Source	\$1,400,000 Renew Michigan Grant (RMG)
-----------------------	--

AUTHORIZED SIGNATURES

The individuals below certify by their signatures that they are authorized to sign this Grant Amendment on behalf of their agencies and agree to the changes included herein. This Amendment will go into effect upon signature of the State.

FOR THE GRANTEE:

Authorized Signature

Honorable Sheldon Neeley
Name

Mayor of Flint
Title

Date

FOR THE STATE:

Signature

Mike Neller
Name

Director, Remediation and Redevelopment Division
Title

Date

200391
SEP 14 2020

PRESENTED:

ADOPTED:

**RESOLUTION TO ACCEPT GRANT FUNDS FROM THE CENTER FOR TECH AND
CIVIC LIFE FOR THE CITY OF FLINT SAFE VOTING PLAN 2020**

BY THE CLERK:

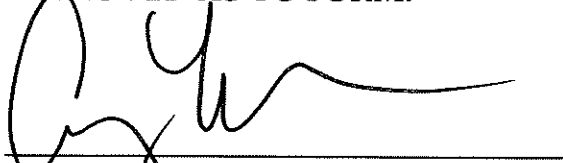
The Center for Tech and Civic Life has decided to award a grant to the City of Flint's Office of the City Clerk, in the amount of \$475,625.00, to support the public purpose of planning and operationalizing safe and secure election administration in the city of Flint; and

The City of Flint Clerk's Office has produced a plan for election administration in 2020, including an administration assessment, budget estimates, and an assessment of the impact of the plan on voters, i.e. the City of Flint Safe Voting Plan 2020; and

The Office of the City Clerk is requesting authorization for the appropriate City Officials to do all things necessary to accept the Center for Tech and Civic Life grant award for the City of Flint Safe Voting Plan 2020, and to set up the appropriate revenue and expense accounts in the 296 Fund, in accordance with the terms of the grant.

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to accept the Center for Tech and Civic Life grant award for the City of Flint Safe Voting Plan 2020, and to set up the appropriate revenue and expense accounts in the 296 Fund, in the amount of \$475,625.00, in accordance with the terms of the grant, for a grant project period of June 15, 2020 through December 31, 2020, representing the dates between which covered costs may be applied.

APPROVED AS TO FORM:




Angela Wheeler
Chief Legal Officer

APPROVED AS TO FINANCE:



Amanda Trujillo
Acting Finance Director

APPROVED BY CITY COUNCIL:



Monica Galloway
City Council President



CENTER FOR
TECH AND
CIVIC LIFE

September 10, 2020

City of Flint
Office of the City Clerk
2nd Floor City Hall, 201-C
1101 S. Saginaw St.
Flint, MI 48502

To whom it may concern:

I am pleased to inform you that the Center for Tech and Civic Life ("CTCL") has decided to award you a grant to support the work of the City of Flint.

The following is a description of the grant:

AMOUNT OF GRANT: Four hundred seventy-five thousand, six hundred and twenty-five (USD \$475,625).

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Flint in accordance with the attached Flint Safe Voting Plan 2020

Before we transmit these funds, we ask that you sign this agreement promising to use the grant funds in compliance with United States tax laws. Specifically, by signing this letter you agree to the following:

1. The City of Flint is a local government unit or political subdivision in the meaning of 26 USC 170(c)(1).

2. This grant shall be used *only* for the public purpose described above, and for no other purposes.
3. The City of Flint shall not use any part of this grant to give a grant to another organization unless CTCL agrees to the specific grant in writing.
4. The City of Flint has produced a plan for safe and secure election administration in 2020, including an assessment of election administration needs, budget estimates for such assessment, and an assessment of the impact of the plan on voters. This plan is attached to this agreement. The City shall expend the amount of this grant for purposes contained in this plan by December 31, 2020.
5. The City of Flint shall produce a report documenting how this grant has been expended in support of the activities described in paragraph 4. This report shall be written and sent to CTCL by January 31, 2021 or in any other format approved by CTCL.
6. The City of Flint shall not reduce the budget of the City Clerk of Flint ("the Clerk") or fail to appropriate or provide previously budgeted funds to the Clerk for the term of this grant. Any amount reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
7. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above conditions have not been met or (b) it must do so to comply with applicable laws or regulations.
8. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant.

Your acceptance of these agreements should be indicated below. Please have an authorized representative of The City of Flint sign below, and return a scanned copy of this letter to us by email at grants@techandciviclelife.org

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

Tiana Epps Johnson

200304

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing; Section 24-4, Adoption - Comprehensive Rental Inspection Code.

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

Sec. 1. That Section 24-4 of the Code of the City of Flint shall be amended as follows.

ARTICLE I. 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE

§ 24-4 ADOPTION COMPREHENSIVE RENTAL INSPECTION CODE.

~~Pursuant to the provisions of MCLA §117.3(k), the 2012 International Property Maintenance Code and any future additions and amendments as published by the International Code Council, Inc., together with City of Flint's Administrative Amendments to the Property Maintenance Code, and the Comprehensive Rental Inspection Code, as are adopted by the City Council from time to time and filed in the office of the City Clerk are hereby adopted, as amended, by reference AND ATTACHED HERETO.~~

The Flint City Council finds that adoption of a comprehensive scheme of rental property inspection in the City of Flint is necessary in order to ensure the health, safety, and welfare of the residents of the City. The Flint City Council also adopts by reference the 2015 International Property Maintenance Code and any future additions or amendments as published by the International Code Council, together with the City of Flint's Administrative Amendments to the Property Maintenance Code, except that in case of any conflict this Comprehensive Rental Inspection Code shall control.

§ 24-4.1 DEFINITIONS

(a) Certificate of Compliance: A written document issued by the Enforcing Agency that denotes that a registered rental dwelling/unit is

fully or partially in conformity with this Comprehensive Rental Inspection Code.

(b) Enforcing Agency: The Department of Planning and Development of the City of Flint and/or their assigned designee(s).

(c) Owner: Any person or entity holding a legal or equitable interest in real property and entitled to collect payment from a tenant in return for the tenant's occupancy of that real property.

(d) Rental Dwelling: Any structure containing one or more rental units occupied by a tenant or tenants for any period of time in exchange for monetary remuneration or other benefit.

(e) Rental Unit: A unit within a rental dwelling intended for occupancy by a person other than the owner, a parent of the owner, or a child of the owner, but including hotel/motel units and rooming units.

(f) Tenant: A person residing in a rental dwelling other than the owner, the owner's spouse, the parent of the owner, or a child of the owner,

(g) Violation Notice: A written notification issued by the Enforcing Agency that documents and communicates to the owner or their registered agent violations of this Comprehensive Rental Inspection Code during an inspection conducted at a rental dwelling/unit, for which corrective action is required.

§ 24-4.2 REGISTRATION

The Enforcing Agency shall create and maintain a rental dwellings registry and an owner/agent registry as further described in this section.

§ 24-4.2.1 Owner/Agent Registry.

(a) Every owner of a rental dwelling shall register with the Enforcing Agency and provide, at minimum, the following information in a form acceptable to the Enforcing Agency:

1. The owner's name and contact information;

2. The address at which the owner can be served with process, if the need should arise;

3. A copy of the owner's and, if applicable, resident agent's driver's license or government-issued identification card; and

4. Any additional information needed to prove of ownership, including, but not limited to, a recorded deed, a recorded land contract and, if applicable, trustee information.

(c) If the owner is not a natural person, or if the owner is not a resident of the State of Michigan, the owner shall designate an agent authorized to accept service of process.

(d) Process shall be sufficient if sent by first class mail to the owner/agent's last address of record.

(e) Failure to comply with this section shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

§ 24-4.2.2 Rental Dwellings Registry.

(a) All owners shall register their rental dwelling(s) with the Enforcing Agency, and must update the Enforcing Agency within thirty (30) days of any change in the registered information.

(b) Owners shall provide the following information, in a form acceptable to the Enforcing Agency:

1. The address and permanent parcel number of the rental dwelling;

2. The number, type, and mailing address of all rental units in the dwelling;

3. The name, street address, and driver's license or government-issued identification card number of all owner(s) and other information as needed to prove ownership.

(c) Within thirty (30) days of a change in ownership of a rental dwelling, the new owner(s) shall re-register the dwelling.

(d) Failure to comply with this section shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

§ 24-4.2.3 Exception to Registrations.

In the event that a property in the City is sold and the seller(s) continue to occupy the premises for a period of not more than sixty (60) days, the purchaser(s) shall not be required to register the property and/or obtain a rental license.

§ 24-4.3 INSPECTIONS AND CERTIFICATION

The Enforcing Agency shall inspect rental dwellings and issue Certificates of Compliance as further described in this section.

§ 24-4.3.1 Certification of Compliance Required, Application, Fee

(a) The owner of any rental dwelling shall obtain a Certificate of Compliance prior to allowing any unit to be occupied by a tenant. Occupying or allowing occupancy without the required Certificate shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

(b) A Certificate of Compliance shall be issued only after an inspection by the Enforcing Agency.

(c) Any inspection fees shall be paid when the owner submits an application to the Enforcing Agency for registration and application, in accordance with the Master Fee Schedule.

(d) Issuing Certificate of Full Compliance

1. A Certificate of Full Compliance shall be issued if the Enforcing Agency determines that there are no violations of this Comprehensive Rental Inspection Code and that the premises are fit for occupancy.

2. A Certificate of Full Compliance is issued only on the condition that the premises remain safe, healthful, and fit for occupancy.

(e) Issuing Certificate of Partial Compliance

1. If the Enforcing Agency determines that violations of this Comprehensive Rental Inspection Code exist, but that said violations do not constitute a hazard to the health or safety of those who may occupy the premises, the Enforcing Agency may, in its discretion, issue a Certificate of Partial Compliance.

2. The Enforcing Agency shall also order the owner to correct any violations within a specified time. Failure to correct violations within the time specified shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19

3. A Certificate of Partial Compliance shall be valid for sixty (60) days or for such length of time as determined by the Enforcing Agency to be reasonably necessary to correct the violation. The expiration date of a certificate of partial compliance may be extended at the discretion of the Enforcing Agency so long as that the violations do not constitute a hazard to the health or safety of those who may occupy the premises.

4. The Enforcing Agency shall re-inspect the rental dwelling after the owner has corrected any violations. If the Enforcing Agency determines that conditions continue to exist which violate the Comprehensive Rental Inspection Code, the Certificate of Partial Compliance shall be revoked and the rental unit shall be vacated within a time frame set by the Enforcing Agency, not to exceed thirty (30) days. For a multi-unit rental dwelling, the certificate of compliance for the entire building may be revoked if the Enforcing Agency determines that the conditions in any rental unit constitute a threat health and safety of all residents of that building.

5. If upon re-inspection the Enforcing Agency determines that no violations of this Comprehensive Rental Inspection Code continue to exist, a Certificate of Full Compliance shall be issued.

(f) Denial of Certificate of Compliance

1. If the Enforcing Agency determines that violations of this Comprehensive Rental Inspection Code would constitute a hazard to the health or safety of those who may occupy the premises and/or that the number and/or seriousness of the violations are too extensive to issue a Certificate of Partial Compliance, no Certificate of Compliance shall be issued.

2. If a Certificate of Compliance is denied, the Enforcing Agency shall notify the owner of all identified violations. Once the owner has corrected the identified violations, the owner must re-apply for a Certificate of Compliance and pay all applicable fees.

3. Denial of a Certificate of Compliance may be appealed to the Building Code Board of Appeals.

(g) If property in the City is sold and the seller(s) continue to occupy the premises for a period of not more than sixty (60) days, the purchaser(s) shall not be required to request an inspection and/or obtain a Certificate of Compliance.

(e) The issuance of any Certificate of Compliance does not grant a warranty, express or implied, as to the health, safety and welfare of life and property in conjunction with the property.

(f) Each Certificate of Compliance shall expire three years after issuance and may not be extended beyond its expiration date.

(g) Where ownership changes before a valid Certificate of Compliance has expired, the Certificate of Compliance may be transferred to the new owner without an additional inspection being required. A transferred certificate of compliance shall expire on the same date as the previous owner's certificate of compliance.

(h) No inspection for renewal of a Certificate of Compliance shall be conducted more than sixty (60) days prior to the expiration of the previous certificate of compliance.

§ 24-4.3.3 Inspection Procedures.

(a) General. The Enforcing Agency shall inspect all registered rental dwellings every three years. All fees are to be assessed in accordance with this Comprehensive Rental Inspection Code as reflected in the Master Fee Schedule.

(b) Method for Conducting Inspections: Inspections shall be conducted to ensure compliance with this Comprehensive Rental Inspection Code, and may be conducted on one or more of the following bases:

1. Tri-Annual Basis. All rental dwellings must be inspected by the Enforcing Agency at least once in every three year period.

2. Area Basis. Where all rental dwellings within a predetermined geographical area will be inspected simultaneously or within a specified period of time;

3. Complaint Basis. Where a rental property is reported to be in violation of this Comprehensive Rental Inspection Code;

4. Violation Basis. Where an enforcing agent, while conducting his or her duties, discovers a violation of this Comprehensive Rental Inspection Code; and/or

5. Recurrent Violation Basis. A rental property with a high incidence of recurrent or uncorrected violations justifies more frequent inspections to ensure compliance with this Comprehensive Rental Inspection Code.

(c) Access to Rental Units: To conduct an inspection, the Enforcing Agency will request permission from the owner and/or tenant to enter any rental dwelling/unit during regular business hours. If permission to enter is denied, the Enforcing Agency shall seek an administrative search warrant from the 67th District Court or another court of competent jurisdiction.

(d) Notice of Violations: If, upon inspection, the premises, or any part thereof, is found in violation of any provision of this Comprehensive Rental

Inspection Code, the Enforcing Agency shall notify the owner or registered agent in writing of the existence of the violation.

1. The notice shall state the date of inspection, the name of the inspector, the nature of the violation, and the time by which the violation must be corrected.

2. A copy of the notice shall also be sent to the occupant and/or posted on the rental property in a conspicuous place.

(e) The Enforcing Agency shall re-inspect the premises after the time specified to determine whether the violation(s) have been corrected. Failure to correct a violation by the time specified shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

(f) Inspection Fees: For Complaint, Violation, or Recurrent Violation inspections, inspection fees as set forth in the Master Fee Schedule will be due and payable by the owner only if one or more of the following conditions are satisfied:

1. When an inspection results in a violation notice being issued, and re-inspection after the expiration date of such notice or written time extension(s);

2. When a complaint inspection is made upon a property that is not current in registration requirements; and/or

3. When the property is occupied contrary to a violation notice that prohibits occupancy.

For Tri-Annual or Area inspections, inspection fees shall be due and payable by the owner as set forth in the Master Fee Schedule.

§ 24-4.3.4 Revocation of Certificate of Compliance, Reinstatement

(a) The Enforcing Agency shall revoke the Certificate of Compliance for a rental dwelling if an owner fails to correct a violation after having been notified of the violation pursuant to this

Comprehensive Rental Inspection Code.

(b) The Enforcing Agency shall issue a Notice of Revocation to the owner that shall state:

1. That a Certificate of Compliance for a rental unit or dwelling will be revoked as of a date specified, not to exceed thirty (30) days after issuance of the Notice;
2. The reason(s) for the revocation;
3. That occupying or allowing occupancy after revocation of a Certificate of Compliance is punishable as a civil infraction, pursuant to Flint City Ordinance §1-19.
4. That an owner may appeal the Notice of Revocation by filing an appeal with the Building Code Board of Appeals.

(c) The Enforcing Agency shall send a copy of a Notice of Revocation to each dwelling unit in a rental dwelling. The copy of the notice shall be addressed "Occupant" and shall be sent by regular mail. Failure of any tenant to receive the Notice of Revocation shall not invalidate any proceedings authorized by this Comprehensive Rental Inspection Code.

(d) An owner may appeal the revocation of his/her Certificate of Compliance to the Building Code Board of Appeals.

(e) An owner who corrects the violations warranting revocation may request that the Enforcing Agency reinstate a Certificate of Compliance. If, after an additional re-inspection, the Enforcing Agency determines that the rental dwelling has been brought into compliance with the standards of this Comprehensive Rental Inspection Code, the Certificate of Compliance shall be reinstated.

(f) All fees, as set forth in the Master Fee Schedule, must be paid by the owner prior to reinstatement. Reinstatement of the Certificate shall not extend or change the Certificate's expiration date.

§ 24-4.7 Posting Requirement, Court-Ordered Compliance, Limitation on Remedies.

(1) The owner of a multi-unit rental dwelling must conspicuously post a copy of the Certificate of Compliance in a common area or on-site office.

(2) In addition to the provisions of Flint City Ordinance §1-19, the Enforcing Agency may request that the Department of Law initiate an action in the 67th District Court or another court of competent jurisdiction to require that any person comply with any provision of this ordinance. Furthermore, violations of this Comprehensive Rental Inspection Code shall be deemed a nuisance.

(3) The owner of a rental dwelling must acquire and maintain a valid Certificate of Compliance for a rental dwelling in order to be entitled to collect rents and/or evict tenants for non-payment of rent.

§ 24-4.8 Authority to Promulgate Rules

The Enforcing Agency shall have the authority to promulgate administrative rules reasonably necessary to implement this Comprehensive Rental Inspection Code.

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of

_____, A.D., 2020.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

200326

ORDINANCE NO. _____

An Ordinance to amend the City of Flint Code of Ordinances by amending Chapter 2, Article VI, City Wide Advisory Committee.

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

Sec. 1. That the Ordinances of the City of Flint shall be amended by amending Chapter 2, Article VI, City Wide Advisory Committee, by amending sections 2-26 through 2-26.4, such Article VI to read in its entirety as follows:

ARTICLE VI. CITY WIDE ADVISORY COUNCIL COMMITTEE

§ 2-26 CREATED.

There is hereby created a City Wide Advisory COMMITTEE (CWAC) to act in an advisory capacity to the City of Flint in connection with all community and economic development programs. A major purpose is to fulfill grant requirements for citizen input on the use of federal and state funds.

Among the major duties of the CWAC is to: 1) Adopt and utilize an objective review and ranking process of subrecipient applications; and 2) Review and rank all application for subrecipient entitlement and discretionary federal and state grant awards and contracts including "reprogrammed" funds, and make recommendations to City Council and the Mayor for funding allocations. THE CWAC SHALL REVIEW LOAN GUARANTEE ASSISTANCE APPLICATIONS PREPARED BY THE CITY OF FLINT OR SUBMITTED TO THE CITY OF FLINT PURSUANT TO SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF

1974 (42 U.S.C. 5308), REGULATIONS AT 24 CFR PART 570, SUBPART M. ~~This it to include use of funds by all city of Flint Departments.~~ THE CWAC IS AN ADVISORY BODY AND CAN MAKE NO FINAL FUNDING DECISIONS.

§2-26.1 COMPOSITION; APPOINTMENT AND REMOVAL OF MEMBERS.

- (a) The CWAC shall, except as otherwise provided herein, consist of 11 members. There shall be one member from each of the nine wards of the City serving on the CWAC. City Councilpersons of each of the nine (9) wards shall appoint one (1) member. The Mayor shall appoint two (2) members to the CWAC.
- (b) A member of the CWAC shall be a registered voter and a resident of the ward in which he or she is appointed.
- (c) Removal as a member of the CWAC shall be for cause upon recommendation of the City Council, MAYOR AND IN ACCORDANCE WITH SECTION 6-101(B)(3) OF THE FLINT CITY CHARTER. ~~The failure to attend at least seven (7) meetings annually shall be a cause for removal.~~
- (d) Members of the CWAC shall serve until their term of appointment shall expire, unless prior thereto, they should die, resign, accept appointment as one of the "initial appointments" as provided in §2-26.2, or are removed as herein provided. Once the present term of a current member expires, he or she shall not serve on the CWAC beyond that term unless appointed as provided in §2-26.2.

§2-26.2 Term of Members

The terms of the initial appointments to the CWAC from each ward shall be as follows:

Three (3) members shall serve a term of three (3) years; Four (4) members shall serve a term of two (2) years; and Four (4) members shall serve a term of one (1) year. The initial terms of the members from each ward shall be determined by lot. Following the terms of the initial appointments, all terms of appointment shall be for three (3) years, provided however, that an appointment to fill a vacancy during a term shall be for the unexpired balance of that term. For purposes of this section "initial appointments" shall mean the first eleven (11) members appointed to the CWAC following the adoption of this ordinance establishing an 11-member CWAC. All successor appointments shall be made in the same manner as provided for in §2-26.1. A member of the CWAC may be reappointed to succeed him/herself.

Except for initial appointments, the effective date of all appointments shall be June 1st. For the initial appointments, the effective date of each such appointment shall be the date of City Council approval of said initial appointments, provided said approval is on or before June 1st. Appointments made after June 1st shall be given retroactive effect to June 1. The term of an appointment shall expire on May 31st of the year in which the appointment would expire. Members, may continue to serve beyond the expiration of their term, until their reappointment, the appointment of a successor, or their removal, whichever should occur first.

§2-26.3 ORGANIZATIONS; TECHNICAL ASSISTANCE.

The CWAC shall within thirty (30) days following the appointment of all members, organize, adopt a regular schedule of meetings, elect officers and adopt such administrative procedures pursuant to §6-101 of the Flint City Charter as are necessary to accomplish the purposes mentioned in §2-26 hereof.

The Department of Planning and Development shall provide technical assistance to the CWAC in the performance of its duties.

§2-26.4 COMPENSATION OF MEMBERS

Members of the CWAC shall serve without compensation from the City or from any trust, donation or legacy to the City for their services as such members, but this limitation shall not preclude a member or his firm from receiving compensation from the City under contract or otherwise, for services rendered outside his duties as a member of the CWAC.

§2-26.5 CONFLICTS OF INTERESTS

ANY MEMBER OF THE CWAC WHO HAS A SUBSTANTIAL PERSONAL OR PRIVATE INTEREST IN ANY MATTER PROPOSED OR PENDING BEFORE THE CWAC MUST DISCLOSE THAT INTEREST PURSUANT TO THE ETHICS AND DISCLOSURE RULES SET FORTH IN THE CITY OF FLINT CHARTER SECTION 1-602(D)(1)-(3).

§2-26.6 DISQUALIFICATION

ANY CWAC MEMBER WHO HAS
A PERSONAL OR PRIVATE
INTEREST IN AN ORGANIZATION
AND/OR PARTY THAT IS
REQUESTING FUNDING FROM THE
CITY OF FLINT IS DISQUALIFIED
FROM VOTING ON A FUNDING
RECOMMENDATION FOR THE
IMMEDIATE FUNDING PERIOD
UNDER REVIEW IN THAT SAME
FUNDING CATEGORY.

Sec. 2. This ordinance shall become
effective immediately upon publication.

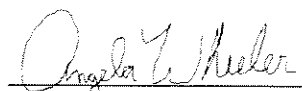
Adopted this _____ day of
_____, 2020 A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, City Attorney

200330

ORDINANCE NO. _____

APPROVED AS TO FORM:

An Ordinance to amend the Flint City Code of Ordinances by adopting Article VI Chapter 35, Personnel; Section 35-112.3, Adoption-Job Description and Qualifications-Human Resources and Labor Relations Director.


Angela Wheeler, Chief Legal Officer

S:\Parks\Ordinance Files\Principal Officers Job Descriptions\Human Resources and Labor Relations Director.docx

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

Sec. 112. That Section 35-112.3 of the Code of the City of Flint shall be amended as follows.

ARTICLE VI. PERSONNEL CODE

§ 35-112.3 ADOPTION – JOB DESCRIPTION AND QUALIFICATIONS HUMAN RESOURCES AND LABOR RELATIONS DIRECTOR

Pursuant to the provisions of Flint City Charter 1-501(B), the job description and qualifications are hereby amended and adopted by reference **AND ATTACHED HERETO**.

Sec. 2. This ordinance shall become effective this ____ day of _____ 2020.

Adopted this _____ day of _____ A.D., 2020.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

CITY OF FLINT
Position Description

Class Title:	Human Resources / Labor Relations Director	Job Code Number:	NA
Established:	April 2002		Appointed

GENERAL STATEMENT OF DUTIES: Performs a variety of complex administrative, technical and professional work in directing and supervising the Human Resources/Labor Relations systems of the City of Flint; including classification, compensation, recruitment, selection, training and the administration and negotiation of collective bargaining agreements.

SUPERVISION RECEIVED: Works under the broad policy guidance of the Mayor or his/her designee, who reviews work for effectiveness through conferences and reports.

SUPERVISION EXERCISED: Exercises supervision over all support staff in the Department of Human Resources/Labor Relations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Manages and supervises Human Resources/Labor Relations Department to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
2. Provides leadership and direction in the development of short and long range plans including organizational development for various departments. May facilitate the process improvement process for various departments. Gathers, interprets and prepares data for studies, reports and recommendations
3. Coordinates activities and negotiates collective bargaining agreements serving as a chief spokesperson with the City's bargaining units. Represents the City at bargaining sessions and prepares proposed contract language for new or existing contracts.
4. Reviews provisions of current agreements with management personnel to identify problem areas of application. Conducts training sessions following negotiations of new and revised agreements to give detailed explanation of changes made. May conduct general training sessions for management personnel.
5. Assists department heads and supervisors in the resolution of Labor Relations problems and provides counsel to them in the negotiation of "work" rules and in the investigation and resolution of grievances. May serve as the City's designee at a given step of the grievance or Civil Service Commission procedure.
6. Directs operating departments in developing and implementing general policies and procedures relating to labor relations; conducts investigations and makes findings and recommendations concerning the resolution of problems arising from dismissals, suspensions, grievances and other similar actions.
7. Establishes and maintains records of all City of Flint employees which shall set forth the class, title, pay or status and other relevant data for each employee.
8. Oversees the analysis, maintenance and communication of records required by law or local governing bodies, or other departments in the City of Flint.
9. Provides guidance to City officials on Human Resources matters; makes presentations to council, boards, commissions, civic groups and general public.

ESSENTIAL DUTIES AND RESPONSIBILITIES (Con't):

10. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities and time.
11. Coordinates and participates in drafting and updating job descriptions; conducts studies and surveys relative to wage and salary data to determine competitive wage rates; makes recommendation aimed at maintaining equity in the City's wage structure. Analyzes wage and salary reports and data to determine competitive compensation plans.
12. Coordinates and assists the technical staff engaged in recruiting, examination, classification functions and other aspects of Human Resources Management.
13. Makes recommendations to department heads as it relates to staffing, recruitment, selection and assignment of civil service employees.
14. Monitors and evaluates staff development programs and procedures to determine effectiveness in accomplishing specific substantive goals. May contract with outside suppliers to provide employee services, such as training, employee assistance, or outplacement.
15. Represents the City of Flint at Human Resources related hearings and investigations.
16. Develops and implements Human Resources policies; Consults legal counsel to ensure that policies comply with federal and state law; disseminates copies of all human resources policies to all interested parties.

MINIMUM ENTRANCE REQUIREMENTS:

- A. Possession of a Bachelor's Degree in Business Administration, Public Administration, Human Resources, or a related field.
- B. Six (6) years of progressively responsible, professional paid experience in Human Resources. Four (4) years of supervisory/management work with two (2) years of experience in a municipal environment preferred (but not required).
- C. Considerable knowledge of modern policies and practices of public Human Resources administration; thorough knowledge of employee classification, compensation, recruitment, selection and training.
- D. Skill in planning, directing and administering Human Resources programs and systems.
- E. Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion.
- F. Ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, city officials, labor unions and the general public.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Classification History:

Established: April 2002

Revised: December 2004

Revised: August 3, 2020

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 (DD), which shall read in its entirety as follows:

(DD) THE CITY ACKNOWLEDGES THAT **ORCHARD LANE LIMITED DIVIDEND HOUSING ASSOCIATION, LLC** A MICHIGAN LIMITED LIABILITY COMPANY (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 "ORCHARD LANE APARTMENTS" (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 FOUR PERCENT (4.5%) 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

_____, 2020 A.D.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

Orchard Lane PILOT vs. Tax Comparisons

1) Current taxes:	\$21,500.00	
2) Estimated Ad Valorem Taxes after purchase	\$51,436.50	DIFFERENCE BETWEEN PILOT AND
3) PILOT estimation	\$12,000.00	ESTIMATED TAXES: \$39,436.50 per year

Based on the Schedule of Rents provided by Communities First, Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 45 units is \$267,500.

3) Estimated project ad valorem taxable value:

Market Rent	One Bedroom	Two Bedroom
	\$500	\$600
Number of Units	16	29
	\$8,000	\$17,400

Monthly Income	\$25,400
Yearly Income	\$304,800
Vacancy/Loss (10%)	(\$30,480)
Potential Gross Income	\$274,320
Expenses	(\$123,444)
Net Operating Income	\$150,876
Cap Rate of 10%	\$1,508,760
SEV/TV	754,380
Potential Taxes	\$51,436

**PAYMENT IN LIEU OF TAXES
(PILOT)
APPLICATION**



CITY OF FLINT

1101 S SAGINAW ST.
FLINT, MI 48502
TEL: 810-766-7436

Chill

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.

ELIGIBILITY

- 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.
- 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 MISDA 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

Please see attached resume for Communities First, Inc. ("CFI")

ii. Describe the corporate partnership structure

Please see attached proposed organization chart.

b. Describe the proposed Project (include the following sections): We are requesting a 4.5% PILOT. CFI proposes to acquire Orchard Lane apartments, located at 2709 Orchard Lane Dr., Flint, Michigan (the "Development"). The proposed Development is comprised of forty-five (45) one- and two-bedroom apartment rental units. The Development suffers from high vacancy rates due to eight (8) down units and various deferred capital maintenance needs. CFI, a 501(c)3 nonprofit corporation based in Flint, Michigan, whose mission is to build healthy, vibrant communities through economic development, affordable housing, and innovative programming, will immediately repair all health and safety property needs and bring the down units back on line to rent to low and moderate income individuals and families in Flint, Michigan.

i. Intended usage/target market – Low and moderate income individuals and families in Genesee County.

ii. Economic impact The Development currently suffers from high vacancy and is in danger of becoming housing of last resort that with a tenant based that is a detriment to the neighborhood and nearby businesses. The Development is located near a desirable commercial corridor (Ballenger Highway and Flushing Road) and many business, employment, and recreation amenities and will provide a beneficial long term economic impact to local businesses in the immediate area and greater Flint. Additionally, the project will likely utilize jobs for property a management job and positions for maintenance staffing and contracts.

iii. Environmental impact (to include any mitigation actions taken) Prior to financing, we will complete a Phase I ESA, but we do not expect there to be any Recognized Environmental Conditions.

iv. Impact on City infrastructure (transportation and utilities) The Development is existing multifamily housing that currently utilizes public utilities. CFI encourages residents to utilize public transportation and strives to increase walkability in all our developments. This project will help make Flint more attractive for business investment and people by providing decent, safe, sanitary, and affordable housing options to residents. Additionally, increasing affordable housing options for residents of Flint will reduce strain on health services impacted by COVID-19 by providing a reliable place for residents to practice safe-distancing.

v. Impact on City services (police, fire, EMS, code enforcement) CFI expects the

local area to be much safer and to incentivize investment by homeowners and business owners in and around the neighborhood. Increasing the density with quality affordable housing options will help activate the area with more residents to deter nearby criminal activity and utilize local businesses and other amenities. We expect nearby property values to increase and more local investment and activity, enlarging the tax base and providing more resources for City services.

vi. Square footage of the building and land to be renovated - The total square footage has not been determined.

vii. Architectural renderings to include the number and type of units -- The unit mix includes sixteen (16) one-bedroom units and twenty-nine (29) two-bedroom units. The Development is an existing multifamily acquisition and

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?

The Project will be marketed through local media advertising, as well as word of mouth. Given current demand for housing in Flint, we expect full occupancy in the first two months following the down unit repairs.

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. Parcel ID: 40-11-351-002 and 40-11-303-001; Legal Description: **Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28.**

Address: 2645 and 2709 Orchard Lane, Flint, MI 48504

ii. Name of the property owner at the time of application. NINE8 Capital, LLC.

iii. If the applicant is not the current owner of record, attach a valid option to purchase. See Attached Purchase and Sale Agreement, dated April 20, 2020.

iv. Describe any and all financing, options, and liens on the property We are not aware of any liens on the property. We plan to finance the acquisition and immediate repairs through a combination of HOME funds, conventional loan, and equity.

v. State the current assessed value of the property. According to the Flint Property Portal, the State Equalized Value is \$280,500.00.

vi. Are any assessments currently under appeal? If yes, describe. We are not aware of any assessment appeals.

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. Please see attached sources and uses of funds.

f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT. Please see attached 15-year operating proforma. A longer term forecast proforma can be provided upon request.

g. Provide a detailed schedule of rents and income limits of lessees - Please see attached rent schedule with income targeting and unit mix.

h. Provide housing market data to show demand.

See Imagine Flint Master Plan. We have not done a market study but given current demand for rental units in the area and Flint as well as the COVID-19 crisis, there is adequate demand for the multifamily apartments.

i. State a proposed timeline for the Project to include:

i. Closing of the loan or contributing financing November 2020

ii. First expenditure of funds with regards to the project November 2020

iii. Anticipated date construction will begin November 2020

iv. Anticipated date of completion December 2020

j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members. We are not aware of any conflicts of interest.

k. To receive application bonus points, address the following:

i. Mixed use (PILOT ONLY applies to housing- not commercial SF) - The proposed Development is not mixed used.

ii. Energy efficiency and green practices CFI plans to install energy efficient features where necessary

iii. Neighborhood and block club outreach (Full list of outreach done)

Due to the COVID-19 crisis, CFI has not been able to conduct any physical or in-person outreach but we are constantly in communication with City and neighborhood stakeholders, including the nearby Ballenger Highway Neighborhood Association and Mott Neighborhood Association. Fifteen people who live or work in the Mott Park and Ballenger Highway Neighborhood filled out their support for CFI acquisition of the property and the PILOT electronically.

iv. External amenities (walk score, proximity to transit, jobs, etc.)

The property's Walkscore is 75 and within close distance to several business and employment amenities, including McLaren Hospital and a grocery store. Additionally, the Development is near Berkley Place Apartments, a 33 unit multifamily development under construction. These two developments will provide investment leverage to create a dynamic and prosperous corridor northwest of downtown Flint.

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	Communities First, Inc. on behalf of OL LDHA LLC or another entity to be formed
REPRESENTATIVES NAME	Glenn A. Wilson
ADDRESS	415 West Court Street, Flint, MI 48503
TELEPHONE NUMBER	810 422 5358
E-MAIL ADDRESS	gwilson@communitiesfirstinc.org

GUARANTORS INFORMATION

ENTITY NAME	Communities First, Inc.
ENTITY PRINCIPAL	
ADDRESS	415 West Court Street, Flint, MI 48503
TELEPHONE NUMBER	810 422 5358
E-MAIL ADDRESS	gwilson@communitiesfirstinc.org

PROJECT INFORMATION

PROJECT NAME	Orchard Lane Apartments
ADDRESS OF PROJECT	2709 Orchard Ln. Dr.

PARCEL ID	40-11-351-002 and 40-11-303-001
LEGAL DESCRIPTION	Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28. Address: 2645 and 2709 Orchard Lane, Flint, MI 48504

DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Communities First, Inc.
ARCHITECTURAL FIRM	N/A
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 See Above
- b. Project description See Above
- c. Project marketing/target market See Above
- d. Ownership description/tax information See Above
- e. Detailed development pro forma Attached
- f. Operating pro forma Attached
- g. Schedule of rents/income levels Attached
- h. Housing market data supporting demand See Above
- i. Proposed project timeline See Above
- j. Conflicts of interest See Above
- k. Application bonus point items See Above
- l. MSHDA application for LIHTC credits N/A



ORGANIZATIONAL CAPACITY

Communities First, Inc. is made up of a dynamic team of passionate and committed professionals with expertise in real estate development, project management, finance, housing, economic development and community engagement. The organization and team have an excellent relationship with Michigan State Housing Development Authority, City of Detroit, U.S. Department of Housing and Urban Development and other partners enabling us to layer complex financing and utilize various programs.

Glenn Wilson, President/CEO

As co-founder and President/CEO, Glenn Wilson leads the organization as it responds to the great need that distressed communities face in regards to economic development and affordable housing. The organization has secured more than \$40 million in funding, primarily for real estate development projects and provided jobs to more than 300 people due to Mr. Wilson's leadership. Glenn has expansive knowledge of real estate and community development, serving as the primary lead for these activities since the organization's inception in 2010. His background in healthcare, real estate, business, marketing and entrepreneurship has translated well to his real estate development work. Glenn currently serves on the Michigan Housing Council Board of Directors, Michigan Housing Council Finance and Development Committee and the Community and Economic Development Association of Michigan Board of Directors. He also serves on the boards of the Mass Transportation Authority and Hurley Foundation and is a member of the Federal Home Loan Bank of Indianapolis Advisory Board. Glenn participates in committees at the Flint Institute of Arts and Flint Institute of Music and has a special interest in increasing equity in the arts. He has strong relationships with governmental entities, politicians, foundations and community groups throughout the state of Michigan.

Essence Wilson, Chief Strategy Officer

Essence Wilson is co-founder and Chief Strategy Officer for the organization. Her responsibilities include writing grants, improving organizational efficiency and organizing community engagement efforts. Essence has a bachelor's degree in mechanical engineering from Kettering University and a master's degree in management, strategy and leadership at Michigan State University. This education and prior experience working at General Motors helped her develop as a leader and innovator, which has served her well in the nonprofit arena. A natural planner and

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logistical thinker, she is often responsible for translating vision to action while producing tangible results.

Her community involvement includes serving on the Flint Institute of Music Board of Directors, participating in committees at Flint Institute of Arts and Flint Institute of Music.

Renee A. Kent, Special Projects Manager

Renee has been engaged in the financial services and community development field for 20 years managing lending and equity investing activities that target funding for affordable housing and economic development initiatives to revitalize and stabilize low to moderate income communities throughout the state of Michigan. Experience includes structuring and financing Tax Credits, Social Impact Bonds and Opportunity Zone Investments. Renee is a passionate volunteer throughout her community and seeks to affect greater positive change through participation on various boards, community task force coalitions, youth based organizations and loan committees for community, government and corporate initiatives. Renee holds a Bachelor Degree majoring in accounting from Eastern Michigan University.

Michael E. Wright Real Estate Development Director

Michael obtained his Master's degree in Public Administration with an emphasis in urban and regional policy and planning and Bachelors of Arts degrees in political science and philosophy from Grand Valley State University. Michael has 9 years of real estate development experience as a consultant and developer, specializing in both for-profit and non-profit real estate finance and development. Michael has utilized low income housing, historic, and new markets tax credits, HOME funds, tax increment financing, conventional and HUD insured (221(d)4 and 223(f)) debt, and grants to close various projects in Michigan, Ohio, and Oklahoma. Michael's service ethic is demonstrated by his prior work as a member with LISC/AmeriCorps, Neighborhood Ventures in Grand Rapids and the Wyoming Downtown Development Authority.

Lisa Mauzey Financial Management Consultant

For the past 25 years, Lisa Mauzey has worked in the accounting fields for both for-profit and non-profit organizations. During this time she has developed strong accounting skills and refined her skills in full-service corporate, real estate, and

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construction accounting; as well as, administrative skills including human resources. She has worked on projects that assisted neighborhood development organizations building housing in Detroit and Flint by using her abilities to budget, complete construction draws, and organize a build schedule. Lisa earned her Associates of Arts in Accounting from the University of Phoenix in December 2008 and her Bachelors of Business Administration in Innovative Organization from the University of Phoenix in May 2011.

Property Management Partner

Premier Property Management, LLC, is a full service property management firm formed as a Limited Liability Company in 1999 to provide professional marketing and property management services for all types of multifamily housing and commercial retail real estate developments.

This firm developed in part as a response to the rising demand by owners, government agencies, mortgage lenders and tenants for experienced real estate management professionals. These professionals must be able to provide higher quality service while remaining abreast of the changes in the laws and government regulations which affect the investment and the investor. Premier Property Management LLC, is recognized as having the experience, knowledge, skill and resources to meet these demands for all types of real estate developments and establishes individual management programs tailored to address the specific needs of each unique development.

The experience of Premier Property Management, LLC, includes the management experience of a diverse portfolio of Condominium, Conventional, Affordable Low Income, Elderly, and Publicly Owned housing developments. The depth of experience and the recognition as an industry expert in the reformation of distressed housing is reflected in the strong working relationships which have been developed with various government agencies including; The Department of Housing and Urban Development (HUD) in Detroit, MI, Grand Rapids, MI, Cleveland, OH, Miami, FL, Atlanta, GA, and Indianapolis, IN, The U.S. Department of Agriculture (Rural Development) in Tavares, FL, Ocala, FL, and West Palm Beach Gardens, FL., The Michigan State Housing Development Authority (MSHDA) in Detroit, MI, and Lansing, MI, and innumerable local government offices including Clinton Township, Shelby Township, City of Ecorse, the City of South Lyon and the City of Detroit.

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In addition to the traditional property management services, Premier Property Management has assisted several Public Housing agencies move from being "Troubled" agencies to highly functioning agencies through comprehensive changes in operations and establishing better communication with the Boards of Commissioners.

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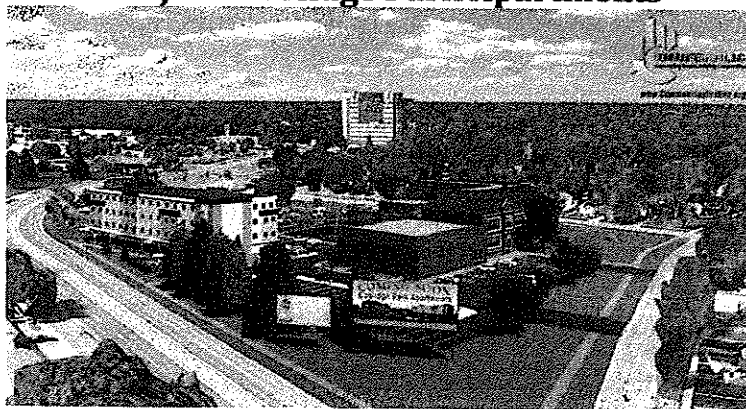
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DEVELOPMENT EXPERIENCE

Communities First, Inc. develops projects and programs while always keeping the community involved and engaged; as our organization grows we will also grow with the needs of the community in mind. Over the last 10 years, Communities First, Inc. has developed and/or acquired affordable housing units, market rate housing units, commercial/office/warehouse space as well as theater/event space. The following provides examples of three successful projects with components similar to the Grandmont Rosedale Development Opportunity:

Project: Coolidge Park Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Coolidge Park Apartments. Completed in October 2019, the project involves the historic rehabilitation of Coolidge Elementary School and the construction of a new mixed use building on the site. The development includes market rate units, affordable units and over 9,000 square feet of commercial space.

Project Type: Low Income Housing Tax Credits (LIHTC)

Unit Mix: 54 LIHTC Units, 9 market rate units, over 9,000 sq. feet commercial space

Year of Completion: 2019

Funding Sources: Coolidge Park Apartments was funded with MSHDA LIHTC, Federal Historic Tax Credits, City of Flint HOME Funds, MEDC CRP funds, Foundation grants and conventional financing from ELGA Credit Union and JP Morgan Chase Bank.

Total Project Cost: \$16.3 Million

Additional Details: Please visit <https://www.youtube.com/watch?v=Mo0>

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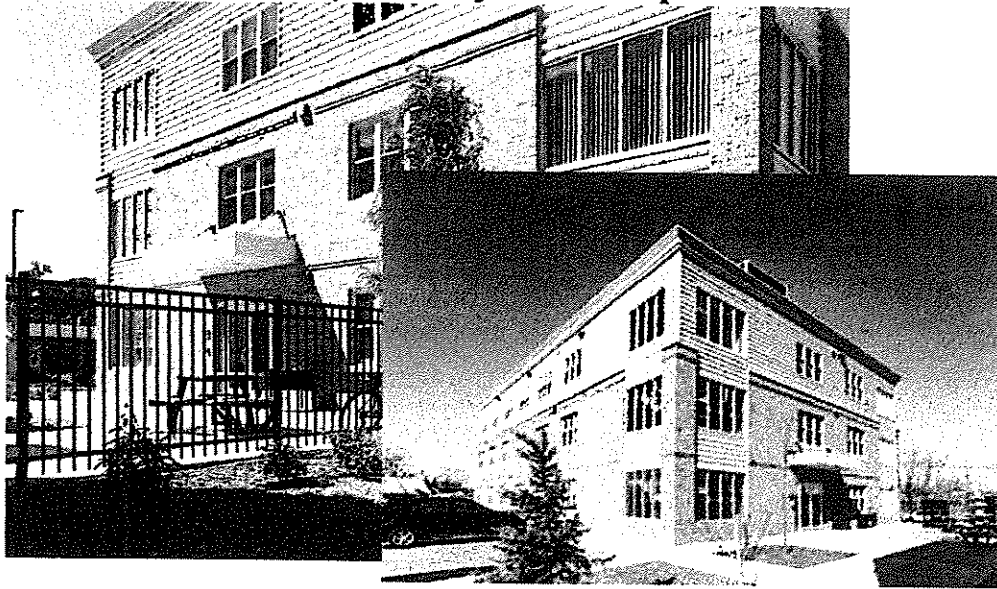
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Project: Swayze Court Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Swayze Court Apartments. This project involved the rehabilitation of the historic Swayze Apartments and the construction of a new building on the property. Swayze Court Apartments is a 36 unit permanent supportive housing project for individuals that are homeless, at risk of homelessness or have special needs. Swayze Court Apartments provided more than 100 well-paying construction jobs for the local community and was certified as an Enterprise Green Community.

Project Type: Permanent Supportive Housing (PSH) for Homeless, At Risk of Homelessness, and Special Needs

Unit Mix: 28 PSH Units, 8 Units Mixed Affordable

Year of Completion: 2016

Funding Sources: Swayze Court Apartments was funded with MSHDA LIHTC, Federal Historic Tax Credits, MSHDA HOME and City of Flint HOME.

Total Project Cost: \$8.3 Million

Additional Details: Please visit

<https://www.youtube.com/watch?v=ovfMPJBriNs&t=21s> for a video of the ribbon cutting ceremony.

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Project: Oak Street Senior Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Oak Street Senior Apartments. Oak Street Senior Apartments is a U.S. Department of HUD Section 202 Supportive Housing for the Elderly development. The project consists of 24 units of safe, affordable housing for low income seniors in the downtown Flint area. The historic Oak School was originally built in 1898 and has been preserved according to historic standards. The resulting development is Enterprise Green Communities certified and winner of the Association of General Contractors of Michigan.

Project Type: Permanent Supportive Housing for Elderly

Unit Mix: 24 Units Permanent Supportive Housing

Year of Completion: 2014

Funding Sources: Oak Street Senior Apartments was funded primarily through a U.S. Department of HUD Section 202 Supportive Housing for the Elderly grant and a MSHDA Housing Development Funds grant. Additional sources of funding came from the City of Flint, Genesee County Land Bank Authority and Michigan LISC.

Total Project Cost: \$5.1 Million

Additional Details: Please visit

https://www.youtube.com/watch?v=Velpu15_184 for a video of the ribbon cutting ceremony and https://www.youtube.com/watch?v=c6W_D0_WNXA for more information.

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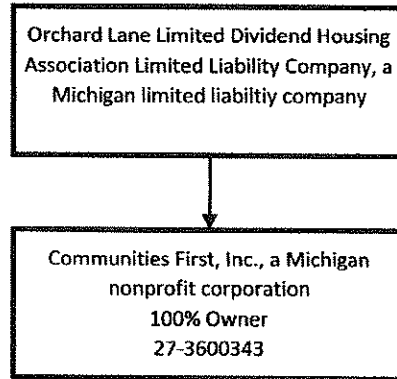
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Proposed Organization Chart for Orchard Lane Apartments



Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is made and entered into this 20th day of April, 2020, ("Effective Date") by and between Communities First, Inc., a Michigan nonprofit corporation or entity to be formed by Communities First, Inc. ("Purchaser"), whose address is 415 W. Court St., Flint, MI 48503 and NINE8 CAPITAL, LLC (the "Seller"), whose address is 20930 Michael Court, St. Clair Shores, MI 48081. The parties agree as follows:

1. Property Description: The real property being sold by Seller and purchased by Purchaser is located in the City of Flint, County of Genesee and State of Michigan, which is legally described in the attached Exhibit A ("Real Property") and includes all property reserves.
2. Fixtures and Improvements Included: The following shall be included in the sale: All furniture, fixtures, and equipment now existing on the premises ("Personal Property").
3. Fixtures and Improvements Not Included: The following personal property shall not be included in the sale, and Seller reserves the right to remove the following items prior to delivering possession to Purchaser: NONE.
5. Purchase Price: The Purchase Price is Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00).
6. Method of Payment: The Purchase Price shall be paid in full by cash or electronic wire of funds by Purchaser at time of closing.
7. Consummation of Purchase: The purchase shall be consummated by delivery of warranty deed conveying marketable title subject to restrictions, easements, and zoning ordinances of record, or that are apparent upon physical examination of the Real Property.
8. Inspection Period: Purchaser shall have ninety (90) days from the execution of this Agreement ("Inspection Period") to conduct such investigations and tests and obtain such approvals and assurances, as Purchaser deems appropriate in order to determine whether the Real Property is suitable for Purchaser's intended use(s). Within five (5) days following the execution of this Agreement, Seller shall provide to Purchaser the following documentation in Seller's possession or control which relates to the Property: i) current title reports on the Real Property, including all exception documents; ii) copies of leases and other agreements, contracts, warranties, reports, rent rolls, financial statements, and other materials regarding the Real Property and Seller's ownership of the Real Property; iii) all surveys, geological studies and reports, soil reports, grading plans, environmental reports, Phase I and Phase II Environmental Site Assessment Reports and Studies, Property Insurance, contracts with consultants and contractors that have provided work on the Real Property, and other documents and reports regarding the physical condition of the Real

Property; iv) allow Purchaser to enter and inspect the Real Property as required to satisfy the Purchaser. If Purchaser, in its sole discretion is not satisfied for any reason with the results of its inspections and investigations, Purchaser may terminate this Agreement at any time during the Inspection Period, upon notice to Seller, whereupon neither party shall have any further obligation to the other except for those matters, if any, that survive the termination of this Agreement and Purchaser shall receive a full refund of the Earnest Deposit.

9. Property Inspection: Purchaser acknowledges:
 - A. That Purchaser has personally inspected and approved the Real Property, buildings, layout and location thereof, and all Personal Property included;
 - B. That Purchaser accepts both the Real Property, buildings thereon, and all Personal Property, in their present condition, "as is;"
 - C. That Seller has never lived on the Real Property and will not be making a Seller's Disclosure Statement;
 - D. That Seller makes no representations and gives no warranty concerning the condition of the Real Property or building thereon, or the condition above ground or below ground of the Personal Property included with the Real Property.
10. Title Evidence: As evidence of title, Seller, at Seller's expense, agrees to furnish Purchaser as soon as possible with a title commitment in an amount not less than the purchase price, bearing a date later than acceptance hereof. At closing, Seller agrees to furnish Purchaser with a title insurance policy conforming to the amount hereof and guarantying the title in the condition required for performance hereof.
11. Title Objections: If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, Seller shall have 30 days after receiving written notice to remedy the claimed defects. After 30 days, Seller will refund the deposit in full termination of the contract if Seller is unable to furnish marketable title. If the Seller remedies the title, the Purchaser agrees to complete the sale within 10 days of written notification thereof.
12. Warranties of Seller: Seller represents and warrants to Purchaser:
 - A. Seller has the full right, power and authority to convey the Real Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Seller is authorized to do so.

- B. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.
 - C. Seller is solely responsible for any and all consents, waivers, approvals, or authorizations required to be obtained from any partner.
 - D. Seller has no notice or knowledge of
 - i any planned or commenced public improvements that might result in special assessments or otherwise directly and materially affect the Premises or the personal property;
 - ii any government agency or court order requiring repairs, alterations, or corrections of any existing conditions;
 - iii any request by an insurer or a mortgagee of the Premises requiring repairs, alterations, or corrections of any existing conditions; or
 - iv any structural or mechanical defects in the Premises or the personal property.
 - E. During the interim between the signing of this Agreement and the closing, Seller will continue to operate the apartments and maintain the Premises in the same manner as Seller has operated the apartments and maintained the Premises for the past 12 months.
 - F. The representation and warranties of Seller shall survive Closing.
13. Warranties by Buyer: Buyer warrants to Seller and shall certify to Seller at the closing as follows:
- A. Buyer is a Michigan nonprofit corporation in good standing in the State of Michigan.
 - B. Buyer has full authority to enter into and perform this Agreement in accordance with its conditions, without breaching or defaulting on any obligation of Buyer to any partners or third parties.
 - C. Except as disclosed in this Agreement, Buyer is not a party to any agreement or otherwise bound under any obligation with or in favor of any other party who has any interest in the Premises or the personal property or the right to purchase or lease the Premises or the personal property.
14. Taxes and Assessments: Seller shall pay any back taxes due and owing and shall pay all taxes and assessments which first become due before the Effective Date. Purchaser shall

pay taxes and assessments which first become due after the Effective Date. Current year taxes shall be prorated to the Effective Date, same as having been paid in advance on a calendar year basis.

15. Closing Costs: Seller to pay the escrow closing fee due to Cinnaire Title Company ("Title Company") and its own counsel and/or other professional fees; Purchaser to pay recording fees, state and county transfer tax, and its own counsel fees to the Title Company. Seller reserves the right to choose their own title company.
16. Closing Date: Purchaser and Seller will close the sale no later than 30 days after the Inspection Period; Purchaser has the right to extend the Closing date three (3) times for 30 days each time. Purchaser shall deposit a non-refundable Five Thousand Dollars (\$5,000) with Title Company, for each 30-day extension which shall be applied to the Purchase Price
17. Earnest Deposit: Purchaser shall deposit the sum of Fifteen Thousand Dollars (\$15,000) with Title Company, within five (5) business days after the Effective Date, the receipt of which will be acknowledged by Seller. Earnest Deposit shall be applied to the Purchase Price. Purchaser and Seller agree that Earnest Deposit is fully refundable during the Inspection Period and the Earnest Deposit is non-refundable after the Inspection Period.
18. Occupancy: At closing, Seller will provide Purchaser with possession of the Real Property and the Personal Property.
19. Default of Purchaser: In the event of default of Purchaser, Seller may enforce the terms of the contract hereof, or in the alternative, Seller may cancel the contract and declare a forfeiture hereunder and retain the earnest deposit as liquidated damages.
20. Default of Seller: In the event of default by Seller, Purchaser may enforce the terms of the contract hereof, or in the alternative, Purchaser may cancel the Agreement, and declare an immediate refund of Purchaser's Earnest Deposit in full termination of this agreement.
21. Heirs and Successors: This contract binds Purchaser, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property.
22. Assignment: Purchaser may assign this Agreement and Purchaser's rights under it to an affiliate entity for which Purchaser has control.
23. Broker: Purchaser and Seller acknowledge that no Broker is involved in this transaction and no broker commission(s) shall be paid.
24. Complete Agreement: This agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto, and no oral representation or statements shall be considered as a part hereof.

25. Arbitration. The parties agree to arbitration as follows:

A. All disputes, controversies, or claims arising out of, in connection with, or relating to this Purchase Agreement or any breach or alleged breach of the Purchase Agreement, and any claim that Seller violated any state or federal statute (including discrimination/civil rights claims) or Michigan common law doctrine or committed any tort regarding Purchaser in relation to this Purchase Agreement shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan under the applicable rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

B. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Purchase Agreement and with the American Arbitration Association.

C. Notwithstanding any contrary provision of any statute of limitation, any claim by Purchaser against Seller, including: tort claims, breach of contract (express or implied), fraud, or breach of warranty (express or implied), violations of any federal, state, or other governmental law, statute, regulation, or ordinance, or claims based on any other legal or equitable theory, must be brought (by demanding arbitration on any such claim) no later than 1 year from the closing date of the sale contemplated by this Purchase Agreement.

D. The parties may elect to be represented by an attorney or other representative of their choice.

E. Each party shall have the right to prehearing discovery in the time and manner provided by the then-applicable Michigan Court Rules.

F. Each party shall have the right to subpoena witnesses and documents for the arbitration hearing.

G. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born ½ by Seller and ½ by Purchaser. Each party shall pay for and bear the costs of its own experts, evidence, and counsel fees.

H. The arbitration shall be before one arbitrator, who is licensed to practice law in the State of Michigan, selected by Seller and Purchaser, as they agree, but if they cannot agree on an arbitrator, then the arbitrator shall be selected by a court of competent jurisdiction with the requirement that the arbitrator is a retired judge from outside of Genesee County.

The arbitration shall take place in the State of Michigan in the County in which this contract was signed.

I. Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction. After the entry of an arbitral award, the losing party shall have 28 days after it receives notice of the award to fully comply with the award; a judgment may not be entered to enforce the award until the losing party has had an opportunity to comply with the arbitral award according to this provision.

[Signatures appear on the following page]

[Signature Page to Purchase and Sale Agreement]

Dated 4-20-2020

Glenn A. Wilson
Communities First, Inc., or Entity to be formed by
Communities First, Inc., Purchaser
By: Glenn A. Wilson
Title: President & CEO

Sellers's Acceptance

Seller accepts the above proposal and agrees to sell and convey to the above-named Purchaser the premises herein described at the time and subject to the above terms.

Dated 4/20/20

Ajay K. Sharma
NINE8 CAPITAL, LLC
By: Ajay K. Sharma
Its: Co-Member

Exhibit A

Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28.

Address: 2645 and 2709 Orchard Lane, Flint, MI 48504

Parcel Number: 40-11-351-002 and 40-11-303-001

Last edit date: 4/20/2020

Property: Orchard Lane Apartments

Proforma Rents				
CFI Proforma				
FY 2022				
Unit Type	# of units	Gross Rent per unit (\$)	Contract Rent per unit (\$)	Total (\$)
1BR / 1BA (2 HOME Units)	4	453	453	1,813
2BR / 1BA (1 HOME Unit)	12	577	577	6,928
1BR / 1BA	4	458	458	1,833
2BR / 1BA	4	590	590	2,359
1BR / 1BA	4	458	458	1,833
2BR / 1BA	9	563	563	5,071
1BR / 1BA	4	487	487	1,947
2BR / 1BA	4	532	532	2,129
		-	-	-
		-	-	-
		-	-	-
		-	-	-
Total:		23,912		
Annual Total:		286,946		

**Orchard Lane Apartments
Flint, MI**

SOURCES & USES OF FUNDS Summary	
SOURCES	
City HOME	300,000
City HOME Tranfer from GM	129,585
Conventional Loan	570,415
TOTAL SOURCES	<u>\$1,000,000</u>
USES	
Acquisition of Land and Buildings	825,000
Property Upgrades	125,000
Soft Costs	50,000
TOTAL USES	<u>1,000,000</u>

Property: Orchard Lane Apartments
 Flint, MI

RESIDENTIAL

Income	Initial		Future		Begin In		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	Inflator	Year	Inflator	Year																	
Annual Rental Income	2.00%	6	2.00%	6			286,946	292,685	298,538	304,509	310,599	316,811	323,147	329,610	336,203	342,927	349,785	356,781	363,916	371,195	378,619
Annual Non-Rental Income	2.00%	6	2.00%	6			3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183	4,266	4,352	4,439	4,528	4,618
Residential Vacancy Loss	8.00%		5.00%	6			22,956	23,415	23,883	24,361	24,848	15,841	16,157	16,481	16,810	17,146	17,489	17,839	18,196	18,560	18,931
Total Project Revenue							267,490	272,840	278,297	283,863	289,540	304,835	310,932	317,150	323,493	329,963	336,562	343,294	350,159	357,163	364,306
Expenses																					
Management	3.00%						12,773	13,156	13,551	13,957	14,376	14,807	15,252	15,709	16,180	16,666	17,166	17,681	18,211	18,758	19,320
Administration	3.00%						16,916	17,423	17,946	18,485	19,039	19,610	20,199	20,805	21,429	22,072	22,734	23,416	24,118	24,842	25,587
Common Electricity	3.00%		3.00%				4,330	4,460	4,594	4,732	4,873	5,020	5,170	5,325	5,485	5,650	5,819	5,994	6,174	6,359	6,550
Water & Sewer	3.00%		3.00%				41,760	43,013	44,303	45,632	47,001	48,411	49,864	51,360	52,900	54,487	56,122	57,806	59,540	61,326	63,166
Operating & Maintenance	3.00%						47,316	48,735	50,198	51,703	53,255	54,852	56,498	58,193	59,938	61,737	63,589	65,495	67,461	69,485	71,570
Real Estate Taxes	3.00%						9,925	10,223	10,530	10,846	11,171	11,506	11,852	12,207	12,573	12,950	13,339	13,739	14,151	14,576	15,013
Insurance	3.00%						17,100	17,613	18,141	18,686	19,246	19,824	20,418	21,031	21,662	22,312	22,981	23,670	24,381	25,112	25,865
Payroll & Benefits	3.00%						48,252	49,700	51,191	52,726	54,308	55,937	57,615	59,344	61,124	62,958	64,847	66,792	68,796	70,860	72,985
Total Operating Expenses							202,076	208,139	214,383	220,814	227,439	234,262	241,290	248,529	255,984	263,664	271,574	279,721	288,113	296,756	305,659
Net Operating Income							65,414	64,701	63,914	63,048	62,101	70,573	69,642	68,622	67,509	66,199	64,989	63,573	62,047	60,407	58,647
Rep. Reserve	2.00%						13,500	13,770	14,045	14,326	14,613	14,905	15,203	15,507	15,817	16,134	16,456	16,786	17,121	17,464	17,813
Net Operating Income							51,914	50,931	49,868	48,722	47,488	55,668	54,439	53,114	51,691	50,165	48,532	46,787	44,926	42,943	40,834
Primary Debt Service							36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130
Cash Flow							15,783	14,801	13,738	12,591	11,358	19,537	18,308	16,984	15,561	14,035	12,402	10,657	8,795	6,813	4,704