

City of Flint, Michigan

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



Meeting Agenda - Final

Monday, October 11, 2021

5:30 PM

ELECTRONIC PUBLIC MEETING

CITY COUNCIL

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

*Eric Mays, Ward 1
Jerri Winfrey-Carter, Ward 5
Monica Galloway, Ward 7*

*Santino J. Guerra, Ward 3
Herbert J. Winfrey, Ward 6
Allan Griggs, Ward 8*

Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

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

On Friday, October 5, 2020, the Michigan Supreme Court (MSC) issued an order declaring that the Emergency Powers of Governor (EPG) Act as an unconstitutional delegation of legislative authority, which was the primary authority relied on by Governor Whitmer for her COVID-19 related executive orders. Subsequently, Governor Whitmer requested that the MSC clarify that their order does not go into effect until October 30, 2020. On Monday October 12, 2020, the Michigan Supreme Court rejected Governor Whitmer's request to delay the effect of its decision to strike down the EPG. On, Tuesday, October 13, 2020, Senate Bill 1108 passed, amending the Open Meetings Act to allow municipalities to hold electronic meetings. On Friday, October 16, 2020, Governor Whitmer signed into law Senate Bill 1108 amending the Open Meetings Act. Subsequently, on December 22, 2020, Public Act 267 of 1976 was amended through Senate Bill 1246 extending the electronic meetings with no reason through March 31, 2021. The act also allows that after March 31, 2021, electronic meetings may be held if a local state of emergency was declared. On March 23, 2020, the Flint City Council extended Mayor Neeley's declaration of emergency indefinitely due to the COVID-19 pandemic. Therefore, the following meeting will be held electronically:

**Flint City Council Meeting
Monday, October 11, 2021, at 5:30 p.m.**

The public and media may listen to the meeting online by live stream at <https://www.youtube.com/c/FlintCityCouncilMeetings> or through Start Meeting Solution by dialing (617) 944-8177. If unable to call in, please dial (206) 451-6011.

1. In order to speak during the PUBLIC HEARING PERIOD of the meeting by telephone, participants will also call (617) 944-8177 (if unable to call in, please dial (206) 451-6011):

a. All callers will be queued and muted until the Public Hearing portion of the agenda;
b. Public speakers will be unmuted in order and asked if they wish to address the City Council on THE SUBJECT OF THE PUBLIC HEARING SPECIFICALLY;

c. Public speakers should state and spell their name for the record and will be allowed ten (10) minutes to speak during the public hearing;

d. The speaker will be returned to mute after the 10 minutes have expired.

2. In order to speak during the PUBLIC SPEAKING PERIOD of the meeting by telephone, participants will also call (617) 944-8177. All callers will be queued and muted until the Public Speaking portion of the agenda;

a. Public speakers will be unmuted in order and asked if they wish to address the City Council ON ANY SUBJECT;

b. Public speakers should state and spell their name for the record and will be allowed three (3) minutes for public speaking;

c. The speaker will be returned to mute after the 3 minutes have expired;

d. After the telephonic public speakers are completed, emailed public comments will be read by the City Clerk. All emailed public comments will be timed for 3 minutes;

e. Per Rules Governing Meetings of the Council (Rule 7.1 VII), there will only be one speaking opportunity per speaker.

Consequently, public participants who call in and speak during the public speaking period of the meeting WILL NOT have written comments as submitted read by the City Clerk.

3. The public may send public comments by email to CouncilPublicComment@cityofflint.com no later than 10 minutes prior to the meeting start time of 5:30 p.m.

4. 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, 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.

CALL TO ORDER**ROLL CALL****MEMBER REMOTE ANNOUNCEMENT**

Pursuant to the newly revised Open Meetings Act, each Council member shall state that they are attending the meeting remotely and shall state where he or she is physically located (county or city and state).

MEMBER CONTACT INFORMATION

Eric Mays - (810) 922-4860; Maurice Davis - mdavis@cityofflint.com; Santino Guerra - sguerra@cityofflint.com; Kate Fields - kfields@cityofflint.com; Jerri Winfrey-Carter - jwinfrey-carter@cityofflint.com; Herbert Winfrey - (810) 691-7463; Monica Galloway - mgalloway@cityofflint.com; Allan Griggs - agriggs@cityofflint.com; Eva Worthing - eworthing@cityofflint.com.

PROCEDURES ON CONDUCTING ELECTRONIC MEETINGS

All boards and commissions must adhere to all laws established under the Michigan Compiled Laws and in accordance with the revisions to the Open Meetings Act adopted in Senate Bill 1246, as passed on December 17, 2020, and signed into law on December 22, 2020, and subsequent amendments that may be adopted.

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

PLEDGE OF ALLEGIANCE**PRAYER OR BLESSING****REQUESTS FOR CHANGES AND/OR ADDITIONS TO AGENDA**

Council shall vote to adopt any amended agenda.

PRESENTATION OF MINUTES**PUBLIC HEARINGS**

210332.7 Public Hearing/Ordinance 210332.1

A Public Hearing for Ordinance 210332.1, an ordinance to amend the Code of the City of Flint by amending Chapter 9 (Animals & Fowl), Article 1 (In General) by

amending 9-1 (Cruelty to Animals Prohibited) by adding Sections 9-1.1 through 9-1.6. [NOTE: Ordinance amended to remove language from Section 9-1.2 (A), to change language in 9-1.4 and to add language in 9-1.6 (A).]

210397.6

Ordinance 210397

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

PUBLIC SPEAKING

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

COUNCIL RESPONSE

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

PETITIONS AND UNOFFICIAL COMMUNICATIONS

210503

Financial Report/Karegnondi Water Authority (KWA)

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

210504

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

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

COMMUNICATIONS (from Mayor and other City Officials)

210501

Office of Waste Services/New Waste Collection Services Company

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

210502

Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (3) dated September 2021, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

ADDITIONAL COMMUNICATIONS

APPOINTMENTS

210498 Reappointment/Flint District Library Board/Kathy R. Jackson

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

210499 Appointment/Flint District Library Board/Vivian Kao

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

RESOLUTIONS

210476 Approval/Request for Waiver/Potential Conflict of Interest/Attorney Richard M. Wilson, Jr.

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

210488 Siemens Mobility/Eagle Signal Repair Parts & Services

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

210489 Multi-Year/Comcast/Acquisition/Fiber Internet Circuit

Resolution resolving that the appropriate city officials, upon City Council's approval, are able to issue a purchase order to Comcast, for a new fiber circuit, as requested by Information Technology, in an amount NOT-TO-EXCEED \$21,919.00 for FY2022, \$43,440.00 for FY2023, \$43,440.00 for FY2024, and \$21,720.00 for FY 2025, pending adoption of each year's budget, for a 36-month aggregate amount NOT-TO-EXCEED \$130,519.00 [IT Communication Fund Acct. No. 636-228.100-850.000 = \$130,320.00 and IT Professional Services Acct. No. 636-228.100-800.000 = \$199.00.]

210490 CO#1/Contract/Wade Trim/Rehabilitation Construction Engineering Services/Robert T. Longway Rehabilitation

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

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

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

210492 Recognition/Honorary Street Sign/Spencer Street Between Saginaw Street and Martin Luther King Boulevard/Claressa Shields Street

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

210493 Charitable Gaming License/State of Michigan Lottery Charitable Gaming Division/Buckham Fine Arts Project

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

210494 Opposition/Workplace Discrimination Based on Facial Hair

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

employee; i.e., firefighters, or interference with employee safety or employee apparatus.

210496 Grant Agreement/Michigan Department of Environment, Great Lakes and Energy (EGLE)/Recycling & Organic Infrastructure Grant

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

RESOLUTIONS (May Be Referred from Special Affairs)

210500 Contract/City of Flint/County of Genesee/Flint Holding Facility Operation

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

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

SECOND READING AND ENACTMENT OF ORDINANCES

210332.1 Amendment/Ordinance/Chapter 9 (Animals and Fowl)/Article I (In General)/Section 9.1 (Cruelty to Animals Prohibited)/Addition of Sections 9-1.1 through 9-1.6

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

- 210397** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

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

ADDITIONAL DISCUSSION ITEMS

FINAL COUNCIL COMMENTS

ADJOURNMENT

210498

RESOLUTION NO.: _____

PRESENTED: OCT - 6 2021

ADOPTED: _____

**RESOLUTION RE-APPOINTING MS. KATHY JACKSON TO THE DISTRICT'S FLINT
PUBLIC LIBRARY BOARD**

BY THE MAYOR:

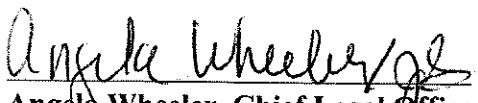
WHEREAS, the Library Agreement between the City of Flint and the Board of Education that created the Flint District Library, it requires the City of Flint to make regular appointments to the seven-member Board of the Flint Public Library; and

WHEREAS, Ms. Kathy Jackson (132 W. First Street, Flint, MI 48502), has expressed a sincere interest in serving on the Library Board.

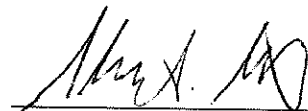
WHEREAS, Mayor Sheldon A. Neeley recommends and supports the re-appointment of Ms. Kathy Jackson to the Flint District Library Board.

BE IT RESOLVED that the Flint City Council approves the appointment of Ms. Kathy Jackson (132 W. First Street, Flint, MI 48502), to the Flint District Library Board for another three-year term that commence on October 1, 2021 and expiring September 30, 2024.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Kate Fields, City Council President

RESOLUTION NO.: 210499
PRESENTED: OCT - 6 2021
ADOPTED: _____

**RESOLUTION RECOMMENDING THE RE-APPOINTMENT OF VIVIAN KAO TO THE
DISTRICT'S FLINT PUBLIC LIBRARY BOARD**

BY THE MAYOR:

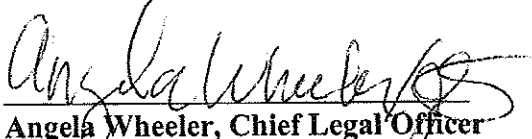
WHEREAS, the Library Agreement between the City of Flint and the Board of Education that created the Flint District Library, it requires the City of Flint to make regular appointments to the seven-member Board of the Flint Public Library; and

WHEREAS, Vivian Kao (1213 Beard Street, Flint, MI 48503), has expressed a sincere interest in serving on the Library Board.

WHEREAS, Mayor Sheldon A. Neeley recommends and supports the re-appointment of Vivian Kao to the Flint District Library Board.

BE IT RESOLVED that the Flint City Council approves the appointment of Vivian Kao (1213 Beard Street, Flint, MI 48503), to the Flint District Library Board for a three-year term that commenced on October 1, 2021 and expiring September 30, 2023.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:

Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Kate Fields, City Council President

RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

**RESOLUTION RECOMMENDING THE APPOINTMENT OF VIVIAN KAO TO THE
DISTRICT'S FLINT PUBLIC LIBRARY BOARD**

BY THE MAYOR:

WHEREAS, the Library Agreement between the City of Flint and the Board of Education that created the Flint District Library, it requires the City of Flint to make regular appointments to the seven-member Board of the Flint Public Library; and

WHEREAS, Vivian Kao (1213 Beard Street, Flint, MI 48503), has expressed a sincere interest in serving on the Library Board.

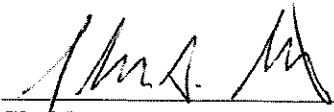
WHEREAS, Mayor Sheldon A. Neeley recommends and supports the appointment of Vivian Kao to the Flint District Library Board.

BE IT RESOLVED that the Flint City Council approves the appointment of Vivian Kao (1213 Beard Street, Flint, MI 48503), to the Flint District Library Board for a three-year term that commenced on October 1, 2020 and expiring September 30, 2023.

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:



Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Kate Fields, City Council President

VIVIAN Y. KAO

Department of Humanities, Social Sciences,
and Communication
Lawrence Technological University
21000 West Ten Mile Road
Southfield, MI 48075

1213 Beard Street
Flint, MI 48503
253.432.0098
vkao@ltu.edu
vivianykao1@gmail.com

Dr. Vivian Kao was born in Houston, Texas, and grew up in the Tacoma, Washington area. She attended the University of Washington, Tacoma, where she received her B.A. in Arts, Media, and Culture; and Rutgers University, where she received her M.A. and Ph.D. in English Literature. Vivian is a first-generation American born to Chinese parents who fled to Taiwan during China's Communist Revolution in 1949 and later immigrated to the United States. As a child, Vivian spent countless hours in libraries and reading library books at home. She developed a love for literature and books of all sorts that continues to the present day. She currently holds the position of Assistant Professor of Composition at Lawrence Technological University. She teaches courses in world literature, academic writing, and the humanities.

Vivian moved to Flint in 2015. She was a founding member of the Flint Montessori Parent Advisory Group in 2017 and helped to establish the Flint Public Montessori Program at Durant-Tuuri-Mott Elementary. She hopes to become more involved with local literacy initiatives and service organizations.

Vivian resides in Flint with her husband, Dr. Benjamin Pauli, and their two small humans, Julian (age 8) and Flynn (age 2).



RESOLUTION NO

210476

PRESENTED:

SEP 27 2021

ADOPTED:

**RESOLUTION APPROVING THE REQUEST FOR WAIVER OF POTENTIAL
CONFLICT OF INTEREST FOR ATTORNEY RICHARD M. WILSON JR.**

BY THE FLINT CITY COUNCIL:

WHEREAS, Attorney Richard M. Wilson Jr has done previous legal work for the Flint City Council.

WHEREAS Attorney Richard Wilson represented Flint City Council in the review of water litigation.

WHEREAS his firm represents Consumers Energy in condemnation cases.

WHEREAS Under Michigan law, a condemning agency like Consumers Energy must join as defendants in the condemnation lawsuit all "owners" known to have of an interest in the property over or through which the easement is sought. Because strict compliance with the Uniform Condemnation Procedures Act (UCPA) is required, condemning agencies must take an expansive view of who an "owner" is under the UCPA to insure that no one with an interest in the property is excluded from asserting their rights to just compensation for the taking of the easement. Consequently, before a condemnation action is brought, it is necessary to conduct a thorough title search of the property over which the company seeks its easement, and also to consider other entities, such as municipalities and other public utilities, who may have unrecorded interests in the property because their facilities are located in an adjacent public right of way which is often considered to be part of the property.

WHEREAS, Rule 1.7 of the Michigan Rules of Professional Conduct state that an attorney may not represent a client if that representation will be "directly adverse to another client" unless the client consents after consultation and the representation will not "adversely affect the relationship with the other client."

WHEREAS, the (1) Flint City Council is Mr. Wilson's client, not the City of Flint itself. Therefore there is no actual conflict of interest under the professional rules; (2) a condemnation action will seek no affirmative monetary relief against the City of Flint and the City's presence in the lawsuit will only be because of the requirements of the statute and the anticipated presence of some of its municipal infrastructure; (3) to the contrary, if the City's utility infrastructure is affected at all (it should not be) by the condemnation, the City is entitled to relief against Consumers Energy; and finally (4) because the scope of Mr. Wilson's engagement on behalf of the City Council is limited to the Flint water cases, and does not extend to matters involving other litigation with the City or any of its departments, nothing that occurs in the condemnation cases can affect, adversely or otherwise, his relationship with the City Council.



THEREFORE BE IT RESOLVED that the Flint City Council approves and consents to request for waiver of potential conflict of interest for Attorney Richard Wilson Jr.

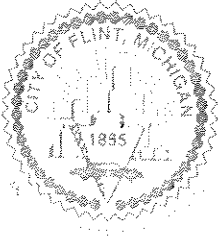
APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Kate Fields, City Council President



OFFICE OF THE CITY CLERK

MEMORANDUM

INEZ M. BROWN
CITY CLERK

TO: Members - Flint City Council
FROM: Inez M. Brown, City Clerk
RE: Atty. Richard M. Wilson, Jr. - Request for Waiver of
Potential Conflict of Interest
DATE: September 20, 2021

Attached you will find a letter dated 9/16/21 from Atty. Richard M. Wilson, Jr. who represents the City Council on a scope of services limited to water cases (Flint). In the letter he indicates that he will be involved in certain legal matters that MAY appear to present a conflict of interest with the City of Flint; however, his involvement does not extend to matters involving other litigation with the city or city departments.

In any event, Atty. Wilson is asking that City Council review the content of the attached letter so that at a future Council meeting a motion can be passed to waive the conflict of interest so that his law firm can proceed with their representation of Consumers Energy.

In preparation for further discussion of this matter, I have discussed it with Council President Kate Fields and our Legal Department. As a result, a Resolution will be prepared in order for Council to vote on this matter at the next Special Affairs Committee meeting and regularly scheduled Council meeting to be held next Monday, September 27th.

In the meantime, if you have further questions/concerns regarding this matter, please feel free to let me know.

Thank you.

Attachments

cc: Angela Wheeler, Flint City Attorney

Mika Meyers

Richard M. Wilson, Jr.

E-mail rwilson@mikameyers.com

414 Water Street Manistee, MI 49660
Tel (231) 723-8333 Fax (231) 723-3888
Web mikameyers.com

Attorneys at Law

September 16, 2021

Flint City Council
1101 S. Saginaw Street
Flint, MI 48502

Attention: Incz Brown, City Clerk

Re: Request for waiver of potential conflict of interest

Dear City Council Members,

I am writing to report to you that I will be involved in certain legal matters that may appear to present a conflict of interest with the City of Flint, and to request the Flint City Council waive the potential conflict.

My law firm represents Consumers Energy Company in condemnation cases when the company needs to acquire easement rights for new power lines or other facilities and a property owner will not voluntarily sell those rights to the company. Under Michigan law, a condemning agency like Consumers Energy must join as defendants in the condemnation lawsuit all "owners" known to have of an interest in the property over or through which the easement is sought. Because strict compliance with the Uniform Condemnation Procedures Act (UCPA) is required, condemning agencies must take an expansive view of who an "owner" is under the UCPA to insure that no one with an interest in the property is excluded from asserting their rights to just compensation for the taking of the easement. Consequently, before a condemnation action is brought, it is necessary to conduct a thorough title search of the property over which the company seeks its easement, and also to consider other entities, such as municipalities and other public utilities, who may have unrecorded interests in the property because their facilities are located in an adjacent public right of way which is often considered to be part of the property. These unrecorded interests in the right of way are discovered through a request to MISS DIG.

Sometime in the next few months, we may be filing several condemnation actions involving properties located in the Atherton Road area of the City of Flint. Although we have not submitted a request to MISS DIG at this point, we expect that the City of Flint may have public utility installations in Atherton Road such as sewer and water lines that will require the City of Flint to be made a party to the actions.

Rule 1.7 of the Michigan Rules of Professional Conduct state that an attorney may not represent a client if that representation will be "directly adverse to another client" unless the client consents after consultation and the representation will not "adversely affect the relationship with the other client."

In support of my request, I direct your attention to the fact that: (1) the Flint City Council is my client, not the City of Flint itself, and so there is no actual conflict of interest under the professional rules; (2) a condemnation action will seek no affirmative monetary relief against the City of Flint and the City's presence in the lawsuit will only be because of the requirements of the statute and the anticipated presence of some of its municipal infrastructure; (3) to the contrary, if the City's utility infrastructure is affected at all (it should not be) by the condemnation, the City is entitled to relief against Consumers Energy; and finally (4) because the scope of my engagement on behalf of the City Council is limited to the Flint water cases, and does not extend to matters involving other litigation with the City or any of its departments, nothing that occurs in the condemnation cases can affect, adversely or otherwise, my relationship with the City Council.

Of course, attorneys should also avoid even the appearance of impropriety. Accordingly, even though there is no direct conflict of interest here, it is to avoid any appearance of impropriety that I make this request that the Council at one of its meetings in the near future, pass a motion waiving the potential conflict of interest to allow us to proceed with our representation of Consumers Energy.

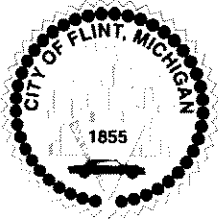
If you should have any questions, please feel free to contact me, and thank you in advance for your cooperation.

Sincerely,



Richard M. Wilson, Jr.

cc: Ms. Angela Wheeler, City Attorney



RESOLUTION NO.: 210488
PRESENTED: OCT - 6 2021
ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SIEMENS MOBILITY FOR
EAGLE SIGNAL REPAIR PARTS AND SERVICES**

The City of Flint Traffic Engineering Division, electrical side, uses Eagle signal parts for the City of Flint traffic lights.

WHEREAS, Siemens Mobility, 44425 Phoenix Drive, Sterling Heights, Michigan 48314 is the current exclusive distributor and sole source for said parts for the State of Michigan.

WHEREAS, The City of Flint Traffic Engineering Division is requesting a purchase order for FY22 in the amount of \$100,000.00

Funding for said services are available in the following account for FY22 (07/01/21 – 06/30/22):

Account Number	Account Name	Amount
202-443.201-801.000	EAGLE TRAFFIC SIGNAL PARTS	\$ 100,00.00
	FY22 GRAND TOTAL	\$100,000.00

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Siemens Mobility for Eagle signal repair parts and services in an amount not-to-exceed \$100,000.00 for the FY22 (07/01/21-06/30/22).

APPROVED AS TO FORM:

Angela Wheeler (Tom Sparrow for Angela Wheeler)

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert Widigan, Interim Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS

CLYDE D EDWARDS (Oct 1, 2021 10:49 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley
Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: September 29, 2021

BID/PROPOSAL#

AGENDA ITEM TITLE: Eagle signal repair parts and services

PREPARED BY Kathryn Neumann for John Daly, Director of Transportation

VENDOR NAME: Siemens Mobility

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Traffic Engineering Division, electrical side, uses Eagle signal parts for City of Flint traffic lights. Siemens Mobility is the current exclusive distributor and sole source of said parts. Traffic Engineering is requesting a purchase order in the amount of \$100,000.00.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	443.201-801.000		\$100,000.00
		FY21 GRAND TOTAL		\$100,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 21004417

ACCOUNTING APPROVAL: Kirstie Troup
Kirstie Troup (Sep 29, 2021 08:46 EDT) **Date:** _____

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

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

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

DEPARTMENT HEAD SIGNATURE: John H. Daly III
John H. Daly III (Sep 29, 2021 08:46 EDT)
(John Daly, Director of Transportation)

RESOLUTION NO.: 210489PRESENTED: OCT - 6 2021

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO COMCAST TO ACQUIRE FIBER INTERNET CIRCUIT

The City of Flint Department of Information Technology has requested the acquisition of a new 10 Gig Comcast fiber circuit.

WHEREAS, the current Comcast circuit is a lower bandwidth coax solution, and replacing with a new fiber circuit will increase the bandwidth for all City users, as well as increasing the dedicated bandwidth for the Intel Center and their cameras.

WHEREAS, The IT Department is requesting a (36) month payment plan of monthly installments of \$3,620.00, and a one-time installation fee of \$199.00, for an aggregate (3) year total of \$130,519.00 to come from the funds below:

Account Number	Account Name	Amount
636-228.100-850.000	COMMUNICATION	\$130,320.00
636-228.100-800.000	PROFESSIONAL SERVICE	\$199.00
	FY22 TOTAL	\$21,919.00
	FY23 TOTAL	\$43,440.00
	FY24 TOTAL	43,440.00
	FY25 TOTAL	\$21,720.00
	(36) MONTH GRAND TOTAL	\$130,519.00

IT IS RESOLVED, that the appropriate city officials are able to issue a Purchase Order to Comcast, PO Box 3005 Southeastern PA, 19398, for a new fiber circuit for FY22 (07/01/21 – 06/30/22) in the amount not-to-exceed \$21,919.00, for FY23 (07/01/22 -06/30/23) pending budget adoption, in the amount not-to-exceed \$43,440.00, and for FY24 (07/01/23 -06/30/24) pending budget adoption, in an amount not-to-exceed \$43,440.00, and for FY25 (07/01/24-06/30/25) pending budget adoption, in the amount not to exceed \$21,720.00 for a (36) month aggregate amount not-to-exceed \$130,519.00.

APPROVED AS TO FORM:

by Angela Wheeler
Angela Wheeler, Chief Legal Officer
Tom Spanner, Asst. City Attorney
for Angela Wheeler

FOR THE CITY OF FLINT:

Clyde Edwards
Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

Robert Widigan
Robert Widigan, Interim Chief Financial Officer

APPROVED BY CITY COUNCIL:

Kate Fields
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 09/22/2021

BID/PROPOSAL#

AGENDA ITEM TITLE: 10 Gig Comcast Internet Circuit

PREPARED BY Monique Cole, is Administrative Support Technician II
(Please type name and Department)

VENDOR NAME: Comcast

BACKGROUND/SUMMARY OF PROPOSED ACTION:

This is to acquire new Comcast fiber circuit. Our current Comcast circuit is a lower bandwidth coax solution. This will give us a redundant circuit with similar capacity and throughput as our AT&T circuit. A slice of this new circuit's bandwidth will improve the capacity of the Intel Center and their cameras.

Requisition 22-0005021

Funds to come from Communication acct 636-228.100-850.000 in monthly installments of \$3620.00 for 36 months and a one-time installation fee \$199.00 for an overall total of \$130,519.00.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
636	Communication	636-228.100-850.00		\$130,320.00
636	Professional Service	636-228.100-800.00		\$199.00
		FY22 GRAND TOTAL		\$21,919.00
		FY23 GRAND TOTAL		\$43,440.00
		FY24 GRAND TOTAL		\$43,440.00
		FY25 GRAND TOTAL		\$21,720.00



CITY OF FLINT

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 22-0005021

ACCOUNTING APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) 3 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 \$21,919.00

BUDGET YEAR 2 \$13,000.00

BUDGET YEAR 3 \$13,000.00

BUDGET YEAR 4 \$11,000.00

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

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

DEPARTMENT HEAD SIGNATURE: Jeff Keen Jeff Keen, IT Director
(PLEASE TYPE NAME, TITLE)

DEPARTMENT HEAD MUST SIGN

COMCAST
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

Page 1 of 6

MSA ID#: MI-374857-B5ala

SO ID#: MI-374857-B5ala-20269728

Account Name: City of Flint

CUSTOMER INFORMATION (for notices)

Primary Contact: Jeff Keen
 Title: IT Director
 Address 1: 1101 S. Saginaw Street
 Address 2: _____
 City: Flint
 State: MI
 Zip: 48502
 Phone: 8104102508
 Cell: _____
 Fax: _____
 Email: jkeen@cityofflint.com

Billing Account Name: City of Flint
 Billing Name: _____
 (3rd Party Accounts) _____
 Billing Contact: Jeff Keen
 Title: IT Director
 Phone: 8104102508
 Cell: _____
 Fax: _____
 Email: jkeen@cityofflint.com

INVOICE ADDRESS
 Address 1: 1101 S. Saginaw Street
 Address 2: _____
 City: Flint
 State: MI
 Zip Code: 48502
 Tax Exempt: _____
 *If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$0.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$0.00
Change Monthly Recurring Charges:	\$3,620.00
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$3,620.00
Total Monthly Recurring Charges:	\$3,620.00
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$3,620.00

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$199.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$199.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Change Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Total Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges:	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services):	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

Board Contingency: Comcast acknowledges that Customer will be seeking Board approval on October 11, 2021 for this Sales Order. Customer shall have until 5:00 p.m. on October 12, 2021 ("Board Termination Deadline") to provide written notice of termination to Comcast of this Sales Order without penalty or Termination Charges. In the event the Board does not approve the expenditure. In the event Comcast does not receive such notice of termination by the Board Termination Date, Comcast shall proceed with the provisioning of Services set forth under this Sales Order.

Juniper large equipment rental for a discounted rate of \$100.00, increasing to regular rate at the end of the original term. Minimum 2 year term required.

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER, USE ONLY (By authorized representative)

COMCAST USE ONLY (By authorized representative)

Signature: <u>Jeff Keen</u>	Signature: _____	Sales Rep: <u>Kelly Marentette</u>
Name: <u>Jeff Keen</u>	Name: _____	Sales Rep Email: <u>kelly_marentette@comcast.com</u>
Title: <u>IT Director</u>	Title: _____	Region: <u>Heartland</u>
Date: <u>9/22/2021</u>	Date: _____	Division: <u>Central</u>



RESOLUTION NO.: 210490

PRESENTED: OCT - 6 2021

ADOPTED: _____

(Proposal #21000546)

BY THE CITY ADMINISTRATOR:

RESOLUTION TO WADE TRIM, INC. FOR R.T. LONGWAY BLVD.
REHABILITATION CONSTRUCTION ENGINEERING (CE) CHANGE ORDER

On January 25, 2021, the Proper City Officials were authorized to enter into a contract per resolution #210040 with Wade Trim, Inc., 555 S. Saginaw St., Suite 201, Flint, Michigan for Robert T. Longway Blvd. rehabilitation Construction Engineering (CE) services in an amount not to exceed \$118,000.00, and

Part of this project includes a new watermain. Construction Engineering services for the watermain include water main staking, inspection and testing. WIIN monies can be used to pay for these services but the original resolution did not include that funding in the amount of \$15,000.00. The Department of Public Works wishes to modify the original contract to add the WIIN account number, which does not change the total amount of the contract. Funding for said services will come from a Water Infrastructure Improvements for the Nation (WIIN) grant using the following account:

496-555.000-801.052	Water Capital Projects Grant Fund	\$15,000.00
FEPA18WIIN-1		

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with Wade Trim, Inc. for Robert T. Longway Blvd. rehabilitation Construction Engineering (CE) services and to use WIIN funding for the watermain engineering services portion of the contract, in an amount not to exceed \$15,000.00, which does not change the original amount of \$118,000.00. (Water Capital Projects Fund)

APPROVED PURCHASING DEPT:

Lauren Rowley

Lauren Rowley
Purchasing Manager

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J. F. Widigan
Interim Chief Finance Officer

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Sep 28, 2021 13:42 EDT)

Angela Wheeler, Chief Legal Officer

Clyde Edwards
CLYDE D. EDWARDS (Sep 28, 2021 11:37 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

Kate Fields, Council President

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: September 22, 2021

BID/PROPOSAL# 21000546

AGENDA ITEM TITLE: Resolution to Wade Trim to add WIIN monies for the watermain design for Robert T. Longway Blvd. rehabilitation project

PREPARED BY Kathryn Neumann for Michael Brown, Director of Public Works

VENDOR NAME: Wade Trim

BACKGROUND/SUMMARY OF PROPOSED ACTION:

On January 25, 2021, the Proper City Officials were authorized to enter into a contract for Robert T. Longway Blvd. rehabilitation Construction Engineering (CE) services in an amount not to exceed \$118,000.00. Part of the project is to replace the watermain and the City can use WIIN monies to cover the cost of construction engineering in the amount of \$15,000.00. The original resolution did not state that WIIN money was to be used, so the Department of Public Works is requesting to use said money.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Water Capital Projects Grant Fund	555.000-801.052	FEPA18WIIN-1	\$15,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 21003960

ACCOUNTING APPROVAL: Kirstin Trapp **Date:** _____

GRANTS APPROVAL: Martita Maffett-Pager _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) 1 YEAR

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

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

DEPARTMENT HEAD SIGNATURE:

Michael J. Brown

Michael J. Brown, Director of Public Works



RESOLUTION NO.:

210491

PRESENTED:

OCT - 6 2021

ADOPTED:

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF FLINT AND THE FLINT CHILDREN'S MUSEUM**

BY THE MAYOR:

WHEREAS, The City of Flint has title to certain real estate ID #41-07-180-004 and 41-07-180-003. The property address is 420E. Boulevard and commonly referred to as "The Old Farmers' Market." Uptown Redevelopment Corporation currently holds a lease on the property and has stated an intent to terminate that lease early in order to facilitate redevelopment of the property by the Flint Children's Museum (FCM).

WHEREAS, The Flint Children's Museum has requested the ability to purchase the listed property for the purpose of creating a new home for the Flint Children's Museum.

WHEREAS, A memorandum of understanding (MOU) has been placed before City Council in order to facilitate the exploration of the development of the property. The MOU allows the FCM to purchase on option for \$36,000 while it explores options to fundraise for the purpose of redeveloping the property.

WHEREAS, The MOU protects the interest of the City by retaining ownership of the property and not allowing mortgaging of same until transfer of ownership.

The MOU allows for the creation of a development agreement and transfer of ownership via quit claim deed.

IT IS RESOLVED, that the appropriate City Officials are authorized to enter the attached memorandum of understanding between the City of Flint and The Flint Children's Museum.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

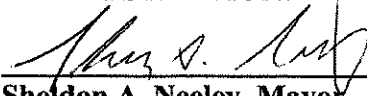
APPROVED AS TO FINANCE


Robert Widigan
Interim Chief Financial Officer

CITY COUNCIL:


Kate Fields, Council President

ADMINISTRATION:


Sheldon A. Neeley, Mayor

Memorandum of Understanding
Between
The Flint Children's Museum
And
The City of Flint
For Application To
The Former Site of the Flint Farmers' Market

This Memorandum of Understanding (MOU) establishes an agreement between the Flint Children's Museum, a Michigan non-profit corporation, with principal place of business at 1602 University Ave., Flint, MI 48504, and the City of Flint, the local governing body, with principal offices at 1101 S. Saginaw St., Flint, MI 48502.

Summary – The Flint Children's Museum and the City of Flint intend to enter into an agreement designed to convert the property located at 467 E. Boulevard, currently owned by the City of Flint and commonly known as "the Old Farmers' Market", into the new location for the Flint Children's Museum – an interactive museum that has been providing early learning experiences through hands-on play and exploration for children ages birth through eight for more than 41 years.

Together, the Parties enter this Memorandum of Understanding to help facilitate the renovation and transfer of ownership of this property from the City of Flint to the Flint Children's Museum for the ongoing operation of the Flint Children's Museum.

A. **Purpose and Scope:** Together, the Flint Children's Museum and the City of Flint enter into this agreement to achieve the following results:

1. To renovate and convert the existing 14,000 square foot building into a unique, welcoming, and dramatically appealing children's museum serving children ages birth through eight and their families
2. To develop the attached outdoor space and pavilion - converting it into a natural, outdoor learning space with exhibits, eating areas, and green space for children and families
3. To pulverize, remove, and resurface the existing parking lot, and to install decorative fencing and lighting throughout

B. **Budget:** Based on estimates from Gazall Lewis Architects and Lurvey Construction, the estimated cost of the renovation of the building and site development is:

- a. \$2.73M – 2.93M: Renovation of existing building
- b. \$619,000 – 689,000: Site upgrades to accommodate outdoor learning space and parking lot

C. **Commitments:** The Flint Children's Museum and the City of Flint will each provide the following commitments to the partnership:

a. Flint Children's Museum Commitments:

- i. To campaign, promote, and raise the necessary funds for the project
- ii. To hire the necessary architect(s) and contractor(s) to successfully renovate the building and site
- iii. To apprise the City of progress on a regular basis - describing fundraising, design, permitting, construction, and commencement of operation
- iv. To maintain the location as a clean and safe project site upon transfer of ownership
- v. To relocate the Flint Children's Museum from its current location (1602 W. University Avenue) to this new location upon completion of the project
- vi. In the event that the FCM is unsuccessful in raising the funds and commencing construction by the date identified in the development agreement, the City of Flint will have the Right of First Refusal to purchase the property back for \$12,000 (1/3 the original option price).

b. City of Flint Commitments:

- i. To provide an option on the Property from the City of Flint to the Flint Children's Museum for the price of \$36,000
 1. The City of Flint, contingent upon City Council approval and early termination of the lease by Uptown, will provide FCM with the legal authority to enter and use the property including but not limited to environmental studies, non-destructive testing and construction of temporary structures.
 2. FCM will not be allowed to mortgage or otherwise use the property as collateral until the project is completed at which time the City of Flint will provide a quit claim deed for \$1.
 3. FCM can exercise the option to complete purchase of the property by
 - a. Entering into a development agreement with the city prior to the expiration of this MOU.
- ii. To provide expeditious processing of requests for planning/ zoning and building reviews
- iii. To support the Flint Children's Museum in applying for State and Federal funding to support the project where possible

c. Joint Commitments

- i. Both parties agree to promote and support the project publicly.
- ii. Both parties agree to work together to make the project successful.

D. Consent and Termination:

This MOU is at-will and may be modified or terminated by mutual consent of the Party's authorized officials. This MOU shall become effective upon signature of the authorized officials. This MOU shall expire on June 30, 2022.

E. Authorized Officials:

Flint Children's Museum Official: Kimberly Roddy, Executive Director

City of Flint Official: Sheldon A. Neeley, Mayor

Signatures:

Kimberly Roddy, Executive Director, Flint Children's Museum,

Date: _____

Sheldon A. Neeley, Mayor, City of Flint

Date: _____

Signature:

Email: cedwards@cityofflint.com



September 17, 2021

UPTOWN
REINVESTMENT
CORPORATION

GREGORY VIENER
Chair/Secretary

TIM HERMAN
President

JACK STOCK
Vice President

DEB CHERRY
Treasurer

UPTOWN
REINVESTMENT
CORPORATION

CHANCELLOR
DEBASISH DUTTA

GREG FIEDLER

LOYST FLETCHER

KIAIRA MAY

BOBBY MUKKAMALA M.D.

ISAIAH OLIVER

JOSEPH PICHLA

City of Flint

Attn: Mayor Sheldon Neeley and Flint City Council
1101 S. Saginaw St.
Flint, MI 48502

Re: Old Farmers' Market

Dear Mayor Neeley and Flint City Council,

Uptown Reinvestment Corporation (URC) currently leases the old Flint Farmers' Market from the City of Flint. That lease expires on June 30, 2029 but has an option in favor of URC allowing it to renew the lease, at its sole option, for an additional 20 years. It is URC's intention to renew that lease for the additional 20-year period. A copy of that lease is available as part of the City's records but if a copy is needed for review, one can be provided.

The Flint Children's Museum has expressed an interest in relocating to the site of the Old Farmers' Market and has made these intentions known to URC. As part of that move, the Flint Children's Museum would spend significant sums of money to renovate to Old Farmers' Market so that it could become the Flint Children's Museum.

In the event the City of Flint would sell the old Farmers' Market property to the Flint Children's Museum, URC would agree to relinquish its leasehold interest in the property PROVIDED there is a deed restriction placed on the property as part of the sale that would require the property to be used only as a Children's Museum or in a similar fashion by a non-profit organization for the benefit of the public AND that the property may never be used as a Farmers' Market.

Sincerely,

Tim Herman
President

503 S. SAGINAW STREET
SUITE 1500
FLINT, MI 48502

810.238.5555
810.238.7807

uptownreinvestment.org

Council members:

The following is the proposed Memorandum of Understanding between the City of Flint and the Flint Children's Museum (FCM) for the FCM to purchase the Old Farmer's Market (OFM) and make it the new home of the FCM.

The FCM currently has space at Kettering University, but has outgrown that space and Kettering has indicated a need to use that space so there is an urgency on the part of the FCM to move forward on acquiring new space.

Currently the OFM is under a long-term lease with Uptown Redevelopment. Uptown has indicated their willingness to break the lease in favor of this project for the FCM. That indication has only been in the form of an email and I have requested a formal agreement to memorialize.

Items to note:

- The property is approximately 4 acres
- The City assessor values the land at approximately \$166,000
- Single use/ and short story buildings are not the best fit for downtown construction
- Surface parking is not the ideal use for downtown settings
- The Children's museum would not pay taxes on the property
- There has been market inquiries made on the space
- Time permitting – I would advise the City to enter into a development agreement on the space that demanded certain design elements and offered the property at below market costs to entice that development



CITY OF FLINT

RESOLUTION NO.: 210492

PRESENTED: OCT - 6 2021

ADOPTED: _____

**RESOLUTION AUTHORIZING AN HONORARY STREET SIGN
ON SPENCER STREET BETWEEN SAGINAW STREET AND MARTIN LUTHER KING, JR
BOULEVARD FOR CLARESSA SHIELDS STREET**

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint adopted an honorary street sign policy; and


WHEREAS, Claressa Shields has made a significant contribution to the City of Flint through civic, cultural, and humanitarian efforts; and

WHEREAS, the Honorary Street Sign Policy allows for the Mayor to introduce two honorary street titles per 4-year term in office; and

WHEREAS, an application has been made by the Mayor to honor Claressa Shields with an honorary street sign on a one block portion of Spencer Street between Saginaw Street and Martin Luther King, Jr. Boulevard; and

IT IS RESOLVED that the appropriate City officials are authorized to do all things to recognize Claressa Shields with an honorary street sign designation on a one-block portion of Spencer Street between Saginaw Street and Martin Luther King, Jr. Boulevard.

APPROVED AS TO FORM:



Angela Wheeler
Chief Legal Officer

ADMINISTRATION:



Clyde Edwards
City Administrator

CITY COUNCIL:

Kate Fields
City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 9/16/2021

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING AN HONORARY STREET SIGN ON SPENCER STREET BETWEEN SAGINAW STREET AND MARTIN LUTHER KING, JR BOULEVARD FOR CLARESSA SHIELDS STREET

PREPARED BY Suzanne Wilcox, Director of Planning and Development

VENDOR NAME: n/a

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint has adopted an honorary street sign policy that allows for the Mayor to introduce two honorary street titles per 4-year term in office. The mayor would like to use one of his authorized titles to honor Claressa Shields, who has made a significant contribution to the City of Flint through civic, cultural, and humanitarian efforts. An application has been made to designate a portion of Spencer Street between Saginaw Street and Martin Luther King, Jr. Boulevard with an honorary street sign for Claressa Shields.

FINANCIAL IMPLICATIONS: No financial implications

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

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

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

ACCOUNTING APPROVAL: _____ **n/a** **Date:** _____

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

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

BUDGET YEAR 1



CITY OF FLINT

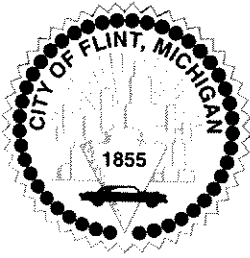
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: *SW* Suzanne Wilcox, Director, Dept of Planning and Development
(PLEASE TYPE NAME, TITLE)



City of Flint - Honorary Street Sign Application

Honoree & Street Information

Name of Individual/Organization honored: Claressa Shields
(as it would appear on the honorary street sign)

Proper Name of Requested Street: Spencer Street

1st Street Intersecting the One Block Area: Mildred Street

2nd Street Intersecting the One Block Area (if applicable): Saginaw Street

Reason for Street Selection: Spencer Street is the street Claressa Shields grew up on.

Please check all that apply and provide details where necessary

☐ Honoree is deceased

☒ Honoree was a resident of Flint, MI

Honoree Address during Flint Residency 602 Spencer Street

☐ Military Service: _____

☒ Civic Contributions: _____

~~Claressa Shields is a longtime local hero, a two-time Olympic women's boxing gold medalist, and the undisputed middleweight women's boxing champion. Claressa has used her international notoriety to bring attention to the Flint Water Crisis and has donated significant resources to assist Flint residents. Claressa is also a community champion. Claressa has publicly acknowledged that she used boxing as an escape from childhood abuse. In partnership with Joy Tabernacle Church, she developed the Claressa Shields Community Project, a house that will bring services into the Civic Park neighborhood to help children grow into healthy adults and help families receive support when and where they need it. Claressa is an ambassador for Up2Us Sports, a national non-profit organization dedicating to supporting underserved youth and is also an ambassador for gender equality in sports, particularly boxing.~~

Applicant InformationApplicant First Name: Sheldon Applicant Last Name: Sheldon Neeley

Signature of Applicant: _____ Date: _____

Address: 2305 Begole Street, Flint, MI 48504Email: sheldonneeley@icloud.com Phone: 810-893-2249Are you a family member of the individual to be honored? ☐ Yes ☒ No

If yes, what is your relation? _____

If no, you must provide a letter of consent from the individual's immediate family.

Required Materials: Please check the boxes to verify the required materials are included with your application.

- ☒ \$150.00 check payable to the "City of Flint"
- ☒ Copy of petition circulated demonstrating support of the street sign.
- ☒ Sufficient documentation validating the above criteria is attached to aid city staff in the processing of the application.
- ☒ Letter of consent (if the applicant is not an immediate family member of the individual).

Submit completed application to:

City of Flint
Planning & Zoning
1101 S. Saginaw St. S105
Flint, MI 48502

For office use only:\$150.00 Application Fee Received: ☐Complete: ☐Incomplete: ☐Routed: ☐

What materials are missing?



POLICIES & PROCEDURES CITY OF FLINT, MICHIGAN

HONORARY STREET SIGN POLICY

PURPOSE:

Honorary street signs provide an opportunity to recognize City of Flint ("City") residents who have made significant contributions to the City, State of Michigan, or the United States of America. Honorary signs do not change the legal name of the street. This policy sets the criteria for conferring honorary street titles and, in order to create uniformity and design standards for signage.

DEFINITIONS:

1. **Honorary Street Name** – Signs posted above standard city street name signs which are intended to recognize and honor certain individuals or groups for a period of time without changing the official name of the street or the official addresses of residences and businesses on the street.
2. **Significant Contribution** – The individual/organization must have made a significant contribution through cultural, humanitarian, civic, historic, or military achievement.

ELIGIBILITY CRITERIA:

Recognition with an honorary street title shall be reserved for those individuals and organizations that have had an impact on the city as a whole by making a significant contribution which reflects positively on the City of Flint.

1. City Council members will review the request and base their recommendations of approval on the merits of the individual or organization listed within in the application.
2. If the recipient of the honorary street title is an individual, whether living or deceased, the individual should be (or have been) a resident or a native of the City, or be of particular importance to the City.
3. If the recipient of the honorary street title is an individual, the individual should have dedicated at least fifteen (15) consecutive years of community service to residents of the City.
4. If the recipient of the honorary street title is an organization, the organization should have been in operation for a minimum of fifteen (15) consecutive years and has its base of operations in the City, or should be of particular importance to the City, and a representative from the organization must sign a letter indicating their consent.

5. The designation is limited to a one-block section of the requested City Street.
6. The designation does not overlap a street section with another honorary street name.
7. Individual family tributes, or commercial-related and/or corporate-related recognition, do not qualify.
8. Given that this policy is intended to recognize City residents, applicants must live within the City Ward for which the naming is requested in.

COST:

Pursuant to the Master Fee Schedule, a non-refundable application fee of **\$150** must be submitted before the request is reviewed by appropriate City departments. For each sign location approved, a fee of **\$250.00** shall be charged, which will cover the cost of design, fabrication and installation of the sign.

Any costs incurred from maintenance, repair, or replacement of the sign shall be the full responsibility of the applicant.

UNIFORMITY:

All honorary signs shall be uniform in their design. The honorary sign is of a similar size and shape as a standard street sign but it will be brown and white instead of the normal green and white for public streets. Only one honorary sign will be allowed at an intersection because of the physical limitation of stacking a third sign on top of the original two. The honorary sign will be of a matching equivalent size to the existing street name sign and conform to the City's street sign regulations.

Final approval of the design will be authorized by the Director of Transportation/Street Maintenance.

APPROVAL:

Honorary street titles shall be approved by resolution. Prior to approval, City staff will notify the individual being nominated, if the recipient is an individual, with the contact information provided on the application. No more than two (2) honorary street titles may be introduced by each councilmember per full (four year) term in office. Two (2) additional honorary street titles may be introduced by the Mayor per full (four year) term. Individuals and organizations eligible for recognition shall be sponsored by the councilmember who represents the affected Ward, or by the Mayor.



RESOLUTION NO.: _____

210493

PRESENTED: _____ OCT - 6 2021

ADOPTED: _____

RESOLUTION RECOGNIZING BUCKHAM FINE ARTS PROJECT., AS A NONPROFIT ORGANIZATION OPERATING IN THE CITY OF FLINT FOR THE PURPOSE OF OBTAINING A CHARITABLE GAMING LICENSE, ISSUED BY THE MICHIGAN LOTTERY CHARITABLE GAMING ORGANIZATION.

BY THE MAYOR:

Buckham Fine Arts Project., a non-profit organization, whose purpose is to enrich the cultural life of its surrounding communities by presenting a broad range of innovative contemporary art, both visual and performance, of the highest quality in standard.

The City of Flint, being the local governing body with authority to grant local charitable gaming licenses that also conform to requirements set forth by the State of Michigan, Buckham Fine Arts Project., a non-profit organization, having made proper application for a Charitable Gaming License to conduct a raffle on November 12, 2021 in downtown Flint. Ticket prices are \$10.00 for 1 ticket. This resolution is submitted in accordance with the qualification process pursuant to the State of Michigan, Bureau of State Lottery, as allowed by Act 382 of the Public Act of 1972, as amended.

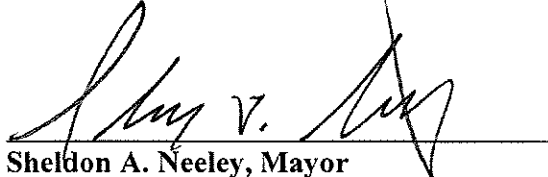
NOW THEREFORE BE IT RESOLVED, that Buckham Fine Arts Project., is recognized as a non-profit organization operating in the City of Flint for the purpose of obtaining a charitable gaming license, issued by the State of Michigan Lottery Charitable Gaming Division, relative to conducting charity and fundraising events, as allowed by Act 382 of the Public Act of 1972, as amended.

APPROVED AS TO FORM:



Angela Wheeler, City Attorney

FOR THE CITY OF FLINT:



Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Kate Fields, City Council President



Mission: It is the mission of Buckham Gallery to enrich the cultural life of its surrounding communities by presenting a broad range of innovative contemporary art, both visual and performance, of the highest quality and standard.

Purpose: To inform and educate the public by bringing to it experimental and ambitious art of a high standard of quality in a variety of media, both visual and non-visual.

September 13, 2021

To Whom It May Concern, City of Flint Legal Department,

Greetings. I am Michele Leclaire, Executive Director of Buckham Fine Arts Project, a.k.a. Buckham Gallery. We are submitting an application for a Charitable Gaming License and respectfully request a Resolution recognizing Buckham Fine Arts Project as a nonprofit organization in our community for Charitable Gaming License.

Per phone conversation with Victoria in the Legal Department, I am including a Mission statement, tax-exemption letter from the IRS, and details regarding our event and raffle. Also included is the "Local Governing Body Resolution For Charitable Gaming Licenses" form.

Raffle Details:

Title: BFAP Fall Fundraising Raffle

Event: Drawing will be held at 8:45PM, during the November Art Walk. The event is FREE to attend. Tickets will be sold once license is approved and up until drawing on November 12, 2021. Winner need not be present to win.

Location: 121 W 2nd Street, Flint, MI 48502

Date: November 12, 2021

Price of raffle tickets: \$10

Prize: \$500*

- **If 100 tickets are not sold, the drawing will revert to a 50/50 raffle."

Please let me know if you have any questions or need further documentation. I greatly appreciate your help and consideration.

Sincerely,

Michele Leclaire

Executive Director, Buckham Fine Arts Project | Buckham Gallery

Email: mleclaire@buckhamgallery.org

Gallery Phone: 810-239-6233

Cell Phone: 231-883-2958

BY-LAWS
BUCKHAM FINE ARTS PROJECT

ARTICLE I: PURPOSE

- A. To inform and educate the public by bringing to it experimental and ambitious art of a high standard of quality in a variety of media, both visual and non-visual.
- B. To actively encourage artists who are making unique and significant statements in their chosen disciplines by providing an exciting environment (physical as well as spiritual) in which to display or perform their work.
- C. Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that 1954 (or the corresponding provision of any future United States Internal Revenue Law). This corporation shall not carry on any activities prohibited under Section 501 [c] 3 of the Internal Revenue Code of 1954 and shall not engage in any activities the purpose of which is to provide direct pecuniary gain or profit to a member, notwithstanding any provision to the contrary.
- D. No substantial part of the activities of this corporation shall consist in the carrying on of propaganda or otherwise attempting to influence legislation, nor shall this corporation participate in or intervene in (including publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

ARTICLE II: MEMBERSHIP

- A. The membership of the corporation shall consist of the following categories:
 - a. Artist Members
 - b. Sustaining Members
 - c. Associate Members
- B. Definitions of the membership categories:
 - a. Artist Member: an artist member shall be either a practicing artist of demonstrated high achievement as determined by the persons who constitute the Exhibition Membership committee or a person who, in the opinion of said Committee demonstrates a strong potential for such achievement.
 - i. Artist members must have the capacity and the willingness to further the goals of the corporation. They are expected to perform functions pursuant to the operation of the corporation such as service on committees of the corporation, payment of dues, and working regularly according to the work schedule determined by the Board of Directors. Artist members must assist concretely in expediting the artistic program of the corporation and must exhibit or perform regularly as described in Article XII, Section C.
 - b. Sustaining Member: A sustaining member shall be a person with a clearly demonstrated capacity and willingness to further the purposes of the corporation. He or she is expected to serve the corporation in the same ways as an artist member except for the responsibility to exhibit or perform annually or to present a portfolio or other documentation of artwork with application for membership. A sustaining member who wishes to perform or exhibit may do so by following the same process provided for any person who is not an artist member.
 - c. Associate Member: An associate membership shall be accorded any person or organization who applies for such status to the Board of Directors and who pays the annual fee set up by the Board for such status. Associate members may serve in an auxiliary or advisory capacity in the operation of the corporation and may serve on any standing committee with the exception of the Exhibition/Membership Committee.
- C. Voting Rights:
 - a. Voting rights in the corporation shall be limited to Artist Members and Sustaining Members.
- D. Selection of Artist and Sustaining Members:

- a. The founding Board of Directors, as listed in the Articles of Incorporation will select the charter Article II group of Artist and Sustaining Members, adhering to the criteria established in this Article. Subsequent membership decisions will be made by the Board of Directors acting on the advice of the Exhibition/Membership Committee.
 - b. Persons who wish to become Artist or Sustaining members may apply to the Board of Directors in writing stating their qualifications. Appropriate documentation of their artistic work must be included for review before Artist Member status will be granted.
 - c. The Exhibition/Membership Committee recommends candidates for Artist or Sustaining membership to the Board of Directors when vacancies occur in either group.
 - d. Buckham Fine Arts Project does not discriminate on the basis of religion, race, color, national origin, age, sex, marital status, sexual preference, height, weight, arrest record, or handicap.
- E. Renewal of Membership:
- a. The Exhibition/Membership Committee will annually review the activities and contributions of all Artist and Sustaining Members to determine the advisability of renewal of their membership for the next year. They will recommend action to the Board concerning renewal or termination of membership. In the event of an appeal of this decision, the process described in Article II, Section H, 2 will be followed.
- F. Benefits of Membership:
- a. Artist Member: An artist member will receive without charge any publications produced by the corporation, be admitted free to events so designated by the board, vote as outlined in Article II, Section C, serve on the Board of Directors when elected, and serve on committees as described in Article VI.
 - b. Sustaining Member: A sustaining member will receive all the benefits of the Artist membership except as they may be limited by other articles in these By-Laws.
 - c. Associate Members: Individual associate members will receive all the above benefits except the right to serve on the board, vote in the corporation, and serve on the Exhibition/Membership Committee. Organizational associate memberships carry no benefits.
- G. Special Memberships:
- a. The Board of Directors shall have the power to recognize special patronage or contributions by creating special memberships whenever it deems fitting and proper. No obligations or powers accrue to these memberships. Any benefits of special memberships will be determined by the Board strictly on a case-by-case basis.
- H. Expulsion of Members
- a. The Board of Directors shall have the authority to expel any Artist or Sustaining Member who has controverted the purposes of the Corporation as enumerated in the Articles of Incorporation or who has failed to pay his or her dues for a period of three (3) months. The due process rights of persons subject to expulsion shall be carefully considered and the Board shall not exercise this authority capriciously or arbitrarily.
 - b. Members expelled by Board action have the right to appeal such action. The appeal process will be as follows:
 - i. The expelled person will indicate his or her objection to expulsion, in writing, to the Board of Directors.
 - ii. An expulsion Review Board shall be formed consisting of three voting members, two of whom must be Artist members. One member of this board shall be appointed by the President of the Board of Directors, one shall be appointed by the person appealing, one shall be mutually agreed upon by the President and the person making appeal.
 - iii. Decisions reach by an expulsion Review Board shall be final and not subject to further appeal.

ARTICLE III: BOARD OF DIRECTORS

- A. Service on the Board of Directors shall be limited to Artist and Sustaining members.

- B. There shall be a minimum of nine (9) and a maximum of twelve (12) directors. Two-thirds (2/3) of the seats on the board shall be held by Artist Members. The remainder may be held by Artist or Sustaining Members.
- C. Election and term of office for directors:
 - a. The Board of Directors will be elected at the annual meeting of those classes of membership eligible to vote.
 - b. Each director shall be elected for a term of three years and may serve two consecutive terms. There must be a gap of at least one year before the member is eligible for reelection. Directors will hold office until the expiration of the term for which elected or until his or her death, resignation, or removal.
 - c. Method of nomination and election to the Board:
 - i. Each year the President will appoint a nominating committee which will prepare a slate of nominations to fill anticipated vacancies on the Board.
 - ii. Additional nominations may be made by voting members at the annual meeting or in writing to the Nominating Committee prior to that evening.
 - iii. Voting members attending the annual meeting may cast ballots for up to the number of vacancies.
 - iv. Those receiving the highest number of votes will be elected.
 - v. In the event of a tie vote, a run-off election between the tied candidates will be held.
 - vi. Vacancies on the Board may be filled by majority vote of the Board for the unexpired portion of the Term. Nominations for such vacancies will be solicited from the membership at large.
- D. Powers and responsibilities of the Board of Directors:
 - a. To direct the work of the organization and to establish policies of operation.
 - b. To control and protect any property which the Corporation may acquire.
 - c. To appoint standing committees from the membership.
 - d. To hire an Executive Director who shall serve as the chief operating officer of the corporation; and to set the terms of employment and compensation of said Executive Director.

ARTICLE IV: OFFICERS OF THE CORPORATION

- A. The officers of the corporation shall be the same persons as the officers the Board be elected at the same time, and serve identical terms.
- B. The officers shall be President, Vice-President, Secretary, and Treasurer.
- C. The Executive Director shall act as the chief operating officer of the corporation and shall serve at the pleasure of the board of directors.
- D. Election of Officers
 - a. The officers will be elected by and among the Board at the first regular board meeting following the annual meeting. A majority vote of the board members present will be required to elect each officer.
- E. Duties of Officers:
 - a. **PRESIDENT:** Presides at all business meetings of the board of directors. The president is a signer of all legal documents. The president chairs the Exhibition/Membership committee.
 - b. **VICE PRESIDENT:** Performs the duties of president in the absence of the president or in the event of the president's inability to act or perform the duties of the office.
 - c. **SECRETARY:** Keeps the minutes of the meetings of the members and the Board of Directors. The secretary sees that all notices are duly given in accordance with the provisions of the bylaws or as required by law. The secretary is responsible for seeing that the corporate minutes are appropriately filed and safeguarded. The secretary is one of the signers of legal documents for the corporation.

- d. **TREASURER:** Assumes charge and custody of, and responsibility for, all funds and securities of the corporation within the policies determined by the board of directors; monitors the receipt and distribution of receipts for monies due and payable to the corporation; reports to the Board of Directors and the membership on the financial standing of the organization at their scheduled meetings; ensures all government reports are submitted on a timely basis; oversees the annual audit; acts as one of the signers on financial transactions, and serves as the chair of the Finance Committee.
- e. **EXECUTIVE DIRECTOR:** Is the chief operating officer of the corporation responsible for its operations, employed staff, and operational volunteers, acts as a signer of legal documents and financial transactions as authorized by the board of directors.
- F. **Vacancies on the Board:**
 - a. Any vacant office shall be filled by the Board for the unexpired portion of the term.
- G. **Removal of Board Members:**
 - a. A Board Member may, at the discretion of the Board of Directors, be removed as an officer of the corporation or from the Board of Directors by a two-thirds vote of the Board.

ARTICLE V: RULES OF ORDER

- A. Robert's Rules of Order will be the prevailing standard for conducting all meetings of the organization as far as practicable.

ARTICLE VI: COMMITTEES

- A. The Nominating Committee shall:
 - a. Be chaired by a continuing member of the Board;
 - b. Have no less than three (3) members or more than five (5), the majority of whom must be artist members;
 - c. Be responsible for developing a slate of Board of Directors nominees for presentation to the membership at the annual meeting;
 - d. Recommend to the Board of Directors nominees for any board vacancy which may occur during an elected director's term;
 - e. Have no more than one member serve on the committee for more than two years with the exception of the chair.
- B. The Finance Committee shall:
 - a. Be chaired by the treasurer;
 - b. Have no less than three (3) members, two (2) of whom are members of the Board of Directors;
 - c. Review, monitor, and report to the Board of Directors on the financial status of the organization;
 - d. Recommend policy to the Board of Directors;
 - e. Meet for no less than three (3) times during the fiscal year.
 - f. Prepare an annual budget for review and adoption by the Board.
- C. The Exhibition/Membership Committee shall:
 - a. Be chaired by the President of the Board of Directors;
 - b. Be limited to seven voting members, a majority of whom must be artist members;
 - c. Screen prospective members, conduct the annual review of all current artist and sustaining members, and make recommendations to the Board concerning candidates for membership and the renewal of current members;
 - d. Recommend policy to the Board of Directors on the content and operations of the artistic program of the corporation;

- e. Screen applicants for non-member exhibitions and performances;
 - f. Plan the yearly artistic program of the corporation.
- D. The president shall have the power to designate additional committees and to appoint members to such committees as may be necessary to carry out the purposes of the corporation.

ARTICLE VII: MEETINGS

- A. Meetings of the Membership:
- a. A meeting of the voting membership, as defined in Article II, Section C, will be held once each year. Notice of this meeting will be given first-class mail two weeks in advance of the date.
 - b. One-third of the voting membership constitutes a quorum at any duly announced meeting.
 - c. A majority vote of the members present and eligible to vote shall be required to carry any motion unless otherwise state in these By-Laws.
 - d. Non-voting members may participate in discussion during corporation meetings.
- B. Meetings of the Board of Directors:
- a. The President of the Board of Directors may call a meeting of the Board of Directors at any time.
 - b. The President or his/her designee must notify every director one week in advance of any meeting. Said notice may be by electronic transmission, unless specifically objected to by the director.
 - c. A majority of the Board of Directors shall constitute a quorum at any meeting of the board.
 - d. A simple majority of the entire Board shall be required to carry any motion brought before the Board of Directors.
 - e. Any voting or non-voting member may be invited to participate in pertinent discussions during a Board of Directors meeting.
- C. Meetings of the Board Officers
- a. If, in the event of a meeting of the Board of Directors, no quorum is met, the officers of the Board of Directors may hold a meeting of the Board Officers, consisting of no less than two of the Board of Directors' officers, plus any remaining directors present.
 - b. Meetings of the Board Officer have full voting rights to conduct business in the same manner as a traditional Board meeting.

ARTICLE VIII: ADOPTION, AMENDMENT, OR REPEAL OF BY-LAWS AND ARTICLES OF INCORPORATION

- A. Except as noted in Section C of this Article, the By-Laws and Articles of Incorporation may be adopted, amended or repealed by a two-thirds majority vote of the membership, as defined in Article II, present and voting at either the annual membership meeting or at a special meeting convened pursuant to the procedure set forth in Section B.
- B. If a vote to adopt, amend or repeal the By-Laws or Articles of Incorporation is to occur at the Annual Meeting, written notice of the specific changes must be sent to the membership fourteen (14) days prior to the date of the Annual Meeting. If the vote to adopt, amend or repeal the By-Laws is to occur at a special meeting, written notice of the date, time and location of said meeting, along with notice of the specific changes to the By-Laws or Articles of Incorporation, must be sent to the membership fourteen (14) days prior to the date of the special meeting. A special meeting for the purposes enunciated herein may be held in conjunction with the monthly meeting of the Board of Directors.
- C. The following articles may not be amended or repealed:
- a. ARTICLE II of the Articles of Incorporation and ARTICLE I of the By-Laws both of which relate to the purpose.
 - b. ARTICLE II, Section D of the By-Laws, which pertains to the membership section.

- c. ARTICLE VI, Section C of the By-Laws which relates to the standing Exhibition/Membership Committee.
- D. Members may participate in a meeting by means of conference telephone or other means of remote communication so long as all persons participating in the meeting can communicate with one another.
- E. Voting by proxy shall not be permitted.
- F. If it is impractical for the Executive Board to hold a formal meeting, the board may take action on a resolution so long as unanimous written consent is received from all Board members. Such consent may be obtained by e-mail or other forms of electronic transmission.

ARTICLE IX: POWERS

This corporation shall have the full powers allowed by law to manage its affairs and property. All powers and activities shall be exercised and managed directly by the Board of Directors, or they may be delegated under the ultimate direction and control of the Board of Directors. The Board shall not permit any part of the net earnings or capital of the Corporation inure to the benefit of any private individual.

A volunteer director or officer of the corporation shall not be personally liable to the Corporation or its shareholders or members for monetary damages for a breach of fiduciary duty as a director or officer, except for liability:

- A. For any breach of the director's or officer's duty of loyalty to the Corporation or its shareholders or members;
- B. For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- C. Resulting from a violation of Section 551 (1) of the Michigan Nonprofit Corporation Act, unless the director has complied with Section 541(a) of the Act;
- D. For any transaction from which the director derived an improper personal benefit;
- E. For an act or omission that is grossly negligent.

The corporation assumes all liability to any person other than the Corporation or its directors or officers for all acts or omission of a volunteer director, volunteer officer or other volunteer occurring on or after the date of the filing of these Articles, if all of the following are met:

- A. The volunteer was acting or reasonably believed that he or she was acting within the scope of his or her authority.
- B. The volunteer was acting in good faith
- C. The volunteer's conduct was not an intentional tort.
- D. The volunteer's conduct did not amount to gross negligence or willful or wanton misconduct.
- E. The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed in section 3135 of the insurance code of 1956, Act No. 210 of the Public Acts of 1956, being section 500.3135 of Michigan Compiled Laws.

Any claim for monetary damages for a volunteer director, volunteer officer or other volunteers' omissions shall not be brought or maintained against a volunteer director, volunteer officer or other volunteer. The claim shall be brought and maintained against the corporation.

In the event of the Michigan Non-Profit Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of a director, then the liability of a director of the corporation shall be eliminated or omitted to the fullest extent permitted by the Michigan Business Corporation Act, as so amended. Any repeal modification or adoption of any provision in the Articles of Incorporation inconsistent with this article shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal, modification or adoption.

ARTICLE X: PROPERTY AND CAPITAL FUNDS

Real property of the corporation is held and managed by the Board of Directors, and only by its authority shall mortgages or other obligations be made chargeable to the real property of the corporation. The board shall hold all funds of the corporation and administer them in accordance with the requirements of state and federal laws and for the purpose indicated by any donors.

ARTICLE XI: CONFLICTS OF INTEREST

- A. Any conflict of interest of any voting member shall be disclosed to the Board of Directors, made a matter of record, and included in any annual report which may be required.
- B. Any voting member having a conflict of interest in a matter shall not vote on said matter and shall not be counted in determining the quorum at any meeting of the membership where said matter is discussed.
- C. The minutes of meetings in which a conflict of interest was reported shall reflect that such a disclosure was made, the abstention from voting, and the presence or absence of a quorum.
- D. Each member of the Board of Directors shall sign a Conflict of Interest Statement upon his/her election.

ARTICLE XII: ACTIVITIES

- A. A yearly program of exhibitions, performances, workshop, film and video showings and other artistic endeavors will be planned by the Exhibition/Membership Committee and will be submitted for approval to the Board of Directors.
- B. The Board of Directors shall be authorized to take any action they are empowered to take under these By-Laws and which are not illegal under any federal, state or municipal regulations in order to realize this program of events.
- C. Artist members will personally exhibit or perform in an individual capacity or as part of a group at least once every year.
- D. It is the intention of the corporation that a majority of the events forming the artistic program of the corporation will be exhibits or performances by persons who are not artist-members.
- E. Every effort will be made to include works and projects and persons from outside the Flint Area. The Exhibition/Membership Committee shall make an annual report stating the ratio of member to non-member events.
- F. The Exhibition/Membership Committee is empowered to establish rules and guidelines for juried exhibitions and other competitions and to establish the manner in which members or non-members must apply to be considered for inclusion in the artistic program.

ARTICLE XIII: DUES AND FEES

- A. Artist members and Sustaining members shall be assessed annual dues in an amount to be determined by the Board of Directors.
- B. Associate members shall pay an annual fee which shall be determined by the Board of Directors.
- C. Exemption from Dues or Fees
 - a. Exemption from the payment of dues for artist members may be granted by the Board of Directors on the basis of need. Persons granted such exemption may be asked to provide some special service. The granting of such exemptions shall be contingent upon a recommendation by the Exhibition/Membership Committee.
 - b. Exemptions may also be granted to individuals who render an extraordinary service of great value to the Corporation as determined by the Board of Directors.

ARTICLE XIV: DISSOLUTION

Any action to dissolve this corporation must be passed by a two-thirds affirmative vote of the voting members present at a duly called membership meeting. All real or capital assets of the corporation will be dispersed to other community arts non-profit 501 (c) 3 organization as determined by a majority vote of the Board of Directors.

Approved by the membership:

March 16, 1984

As amended 03/11/88

As amended 02/24/91

As amended 03/03/92

As amended 04/21/96

As amended 02/01/98

As amended 02/23/09

As amended 03/20/11

As amended 03/27/14

**Internal Revenue Service
District Director**

Department of the Treasury

Date: AUG 29 1986

Employer Identification Number:
38-2546411

Case Number:
310044407

Person to Contact:
Gary Muthert

Contact Telephone Number:
513-684-2501

Caveat Applies:
No

▷ The Buckham Fine Arts Project
134 ½ Second Street
Flint, MI 48502

Dear Sir or Madam:

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 509(a)(1)**

Your exempt status under section 501(c)(3) of the Code is still in effect.

This classification is based on the assumption that your operations will continue as you have stated. If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status: 509(a)(1) and 170(b)(1)(A)(vi).

This supersedes our letter dated June 15, 1986.

If the above heading indicates that a caveat applies, the caveat below is an integral part of the letter.

Because this letter could help resolve any questions about your foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

** and 170(b)(1)(A)(vi)

cc: Roger Linn
Fromholz, Paaue & Baker
5080 West Bristol Road
Flint, MI 48507



Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL 432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____
NAME OF ORGANIZATION CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for _____
APPROVAL/DISAPPROVAL

APPROVAL

Yeas: _____

Nays: _____

Absent: _____

DISAPPROVAL

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and

adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on _____
DATE

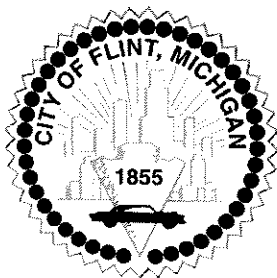
SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application

BSL-CG-1153(R6/09)



RESOLUTION NO.: 210494

PRESENTED: OCT - 6 2021

ADOPTED: _____

**RESOLUTION OPPOSING WORKPLACE DISCRIMINATION BASED ON FACIAL
HAIR**

BY THE CITY COUNCIL:

WHEREAS the Declaration of Rights in the Charter of the City of Flint recognizes that, “[t]he people of the City of Flint have in this Charter reaffirmed their faith in fundamental human rights and in the equal rights of men and women,” and

WHEREAS the Declaration of Rights in the Charter of the City of Flint’s also recognizes that the people of the City of Flint “have determined to promote social progress and to guarantee that City government serves the citizenry,” and

WHEREAS the Equal Employment Opportunity Commission has promulgated regulations requiring that employers must allow beards for religious or medical reasons, that do not interfere with required work, and

WHEREAS the decision to wear or not wear facial hair is a personal choice of the people of the City of Flint, and

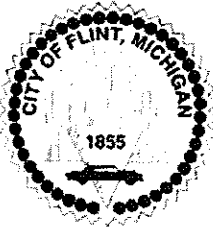
THEREFORE, BE IT RESOLVED that the Flint City Council opposes workplace discrimination based on beards or other facial hair in the absence of compelling reasons of health, safety, and/or public welfare or unless it interferes with the safety of the employee, i.e. firefighters, or interference with employee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

APPROVED BY CITY COUNCIL:

Kate Fields, City Council President

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer



RESOLUTION NO.: 210496
PRESENTED: OCT - 6 2021
ADOPTED: _____

**RESOLUTION AUTHORIZING DPW – WATER POLLUTION CONTROL TO
ACCEPT THE MICHIGAN EGLE RECYCLING AND ORGANIC INFRASTRUCTURE
GRANT AWARD AND APPROVAL TO ENTER INTO THE GRANT AGREEMENT**

BY THE MAYOR:

The City of Flint, Department of Public Works, Water Pollution Control (WPC) was awarded the Recycling and Organic Infrastructure Grant from State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE).

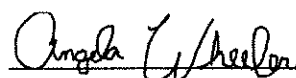
The City has a partnership agreement with Bioworks Energy LLC to generate renewable electrical power for WPC from digested sewage and organic wastes. This grant award is to improve the existing anaerobic digestion access used by WPC and Bioworks Energy LLC, enhancing the capability to accept and process greater volumes of organic wastes. The total grant amount is \$133,551.00 with a partnership match of \$46,526.00.

Account Number	Account Name	Amount
296-550.202-963.100	Recycling Grant21-SEGLE-REOI21	\$133,551.00


THEREFORE BE IT RESOLVED, That the appropriate City Officials authorize to do all things necessary to appropriate grant award funding, and abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the total amount of \$133,551.00, with a Partnership (City and Bioworks Energy combined) match of \$46,526.00; and

BE IT FURTHER RESOLVED, That the City Administrator, Department of Public Works Director, and Water Pollution Control Manager be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above.

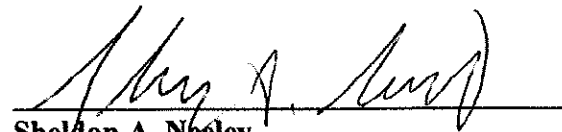
APPROVED AS TO FORM:


Angela Wheeler,
Chief Legal Officer

APPROVED AS TO FINANCE:


Robert Widigan,
Interim Chief Financial Officer

FOR THE CITY OF FLINT:


Sheldon A. Neeley,
Mayor

APPROVED BY CITY COUNCIL:

Kate Fields,
City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 08/27/2021

BID/PROPOSAL: N/A

AGENDA ITEM TITLE: Resolution the Authorize DPW-WPC to MI-EGLE Recycling and Organic Infrastructure Grant Award

PREPARED BY: Krystal Wallace, Water Pollution Control

VENDOR NAME: Michigan Department of Environment Great Lakes and Energy

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint has a partnership with Bioworks Energy LLC to generate renewable energy from digested wastes.

The DPW - Water Pollution Control has been awarded a grant for its recycling success infrastructure improvements. As outlined in the award agreement, the total project amount is \$133,551.00 of which the Partnership (City and Bioworks Energy LLC combined) is responsible to match \$46,526.00. The grant monies will be used to expand access to the anaerobic digesting process by installing additional access ports to the existing digester. This action will allow the City to accept and process an increased volume of organic waste products. It is estimated that the proposed changes will increase amount of generated electrical energy, thereby decreasing landfill waste.

Water Pollution is requesting to proceed with acceptance and approval of the Michigan – EGLE grant, and to approve authorized representatives and signatories for the project. The Agreement is attached.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN: Not Applicable

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	WPC State Grant	296-550.202-963.100	SEGLE-REOI21	\$46,526.00
		EGLE Portion		\$87,025.00
		FY21 GRANT TOTAL		\$133,551.00

PRE-ENCUMBERED? YES ☐ NO ☐ **REQUISITION NO:** N/A

ACCOUNTING APPROVAL:  **Date:** 09/08/2021



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐

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

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

BUDGET YEAR 1

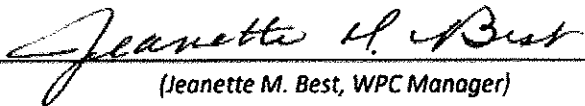
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:


(Jeanette M. Best, WPC Manager)



**RECYCLING AND ORGANICS INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF FLINT**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and the City of Flint ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Flint

Amount of grant: \$87,025

Amount of match: \$46,526 = 35%

Start Date (date executed by EGLE): _____

Project #: _____

% of grant state 100/ % of grant federal 0

Project Total: \$133,551 (grant plus match)

End Date: _____

GRANTEE CONTACT:

Jeanette Best/ Water Pollution Control
Manager

Name/Title

City of Flint

Organization

G-4652 Beecher Rd.

Address

Flint MI 48532

Address

810-691-9811

Telephone number

Fax number

jbest@cityofflint.com

E-mail address

38-6004611

Federal ID number -- (Required for Federal Funding)

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Jeff Krcmarik

Name/Title

Materials Management Division

Division/Bureau/Office

7953 Adobe Rd.

Address

Kalamazoo MI 49009

Address

269-615-2912

Telephone number

Fax number

krcmarikj@michigan.gov

E-mail address

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

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

kg 08/18/21

Date

Elizabeth M. Browne, Director, Materials Management Division

Name/Title

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

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

III. CHANGES

Any changes to this Agreement [other than budget line-item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by Recycling Program, EGLE, per the guidelines provided by the program.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

“‘Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

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

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee’s actions under this Agreement.
- (B) The Grantee must comply with applicable workers’ compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this

Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

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

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

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

XXI. TERMINATION

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

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

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

XXII. IRAN SANCTIONS ACT

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

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2021 Recycling and Organics Infrastructure Grant Program Proposal, which is included in this Agreement in Appendix B, as well as any subsequent modifications to the original grant proposal as approved by the State. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

RECAPTURE

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2023.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.
-

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
 - i. Provide a 4-5 sentence summary of the project.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

- A. Diversion rate, participation rate, and geographical area.
 - i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
 - ii. Provide diversion rates prior to the grant project, if known.
 - iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
 - iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
 - v. For the time period covered by this report, provide information on the geographical area served by the project.
 - vi. Provide previous information on the geographical area served by the program prior to the current grant project.
- B. Provide the following information for all education and outreach activities related to the grant project, as applicable:
 - i. Types of groups (audience) targeted.
 - ii. Types of promotional materials developed.
 - iii. Methods used to distribute information or materials.
 - iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding costs required to implement the project:

- A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
 - B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
 - C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
-

- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
- i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
 - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.
- H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

V. ADDITIONAL COMMENTS

- A. Provide any additional information relevant to the status of the project and its operations.

B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov

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GRANT PROGRAM PROPOSAL – APPENDIX B

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Food Waste Receiving Improvements

City of Flint Water Pollution Control Facility

Project Summary - Design and installation of food waste receiving equipment to allow additional food waste to be delivered to existing anaerobic digestion system for the production of renewable electrical power.

Jeanette Best, Water Pollution Control Manager

G-4652 Beecher Rd Flint, MI 48532

jbest@cityofflint.com

810-691-9811

Project Summary and Approach

The City of Flint proposes to enhance existing facilities at the City of Flint Water Pollution Control (FWPC) Anaerobic Digestion (AD) Facility to provide for the acceptance of additional pre and post-consumer food waste. The facility currently accepts food processing waste from food processors in the area, but desires to increase accessibility to additional food waste generators by performing certain improvements.

The facility's rate of acceptance of liquid food processing waste is constrained because there is only one (1) liquid food waste offloading location for tankers delivering. Because of the limited access to offload, it is common that tanker trucks are required to wait long periods of time. It is proposed to add a second location for the tankers to unload food waste and reduce truck wait times. By reducing the wait time for the tankers, the facility will be able to accept more food wastes. By constructing the proposed improvements, it is forecasted that the facility will be able to accept an additional 2 tankers (8.3 dry tons) per day.

Acceptance of additional food waste from the region will increase renewable power production through anaerobic digestion (AD). The proposed improvements will reduce landfilling of organic wastes, reduce greenhouse gas emissions, and provide a positive economic opportunity for the City of Flint through the receipt of tipping fees and reduced electrical power costs.

The proposed improvements consist of a receiving area for the offloading of liquid food processing waste streams. Included in the proposal are new piping, valves, roadway enhancements, and instrumentation for unloading and transfer of food processing wastes to the existing storage tank and anaerobic digesters. The City's current AD system as seen in Figure 1, consists of one (1) 1,100,000-gallon feedstock receiving tank, two (2) 1,100,000-gallon digesters and 920 Kilowatts of electrical power production fueled by the generated biogas. Biogas is produced using both food wastes and sewage sludge. There is sufficient surplus capacity in the existing digesters to accommodate the proposed increase of food waste.

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 9, General Offenses; Article I, In General.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 9, General Offenses; Article I, by amending 9-1 and the addition of Sections 9-1.1 thru 9-1.6 Animals and Fowl which shall read in its entirety as follows:

§ 9-1 CRUELTY TO ANIMALS PROHIBITED.

It shall be unlawful for any person to ~~drive or~~ work overwork, torture, torment, cruelly beat, maim, disfigure, or without just cause or excuse kill an animal, or for an owner, possessor, or person who assumes the custody or charge of an animal, to abandon it or cause the animal to be abandoned in any place without making provisions for the animal's adequate care by providing it with sufficient food, water, shelter and medical attention to maintain the animal in a state of good health.

§ 9-1.1 FOR THE PURPOSE OF THIS SECTION:

(A) "PHYSICAL CONDITION" SHALL INCLUDE ANY SPECIAL MEDICAL NEEDS OF A DOG OR ANIMAL DUE TO DISEASE, ILLNESS, AGE, BREED, KIND, OR TYPE ABOUT WHICH THE OWNER OR PERSON WITH CUSTODY OR CONTROL OF THE DOG OR ANIMAL SHOULD REASONABLY BE AWARE.

(B) "INCLEMENT WEATHER" SHALL MEAN WEATHER CONDITIONS THAT ARE LIKELY TO ADVERSELY AFFECT THE HEALTH OR SAFETY OF THE DOG OR ANIMAL, INCLUDING BUT NOT

LIMITED TO RAIN, SLEET, ICE SNOW, WIND, OR EXTREME HEAT AND COLD.

(C) "DOGS THAT ARE LEFT OUTDOORS" SHALL MEAN DOGS/ANIMALS THAT ARE OUTDOORS IN INCLEMENT WEATHER WITHOUT READY ACCESS TO, OR THE ABILITY TO ENTER, A HOUSE, AN APARTMENT BUILDING, OFFICE BUILDING, OR ANY OTHER PERMANENT STRUCTURE THAT COMPLIES WITH THE STANDARDS ENUMERATED IN PARAGRAPH (B) OF SUBDIVISION THREE OF THIS SECTION.

(D) "ANIMAL" INCLUDES EVERY LIVING CREATURE EXCEPT A HUMAN BEING. A PERSON WHO OVERDRIVES, OVERLOADS, TORTURES OR CRUELLY BEATS OR UNJUSTIFIABLY INJURES, MAIMS, MUTILATES OR KILLS ANY ANIMAL, OR DEPRIVES ANY ANIMAL OF NECESSARY SUSTENANCE, FOOD, OR DRINK, IS GUILTY OF A MISDEMEANOR, PUNISHABLE BY IMPRISONMENT FOR NOT MORE 93 DAYS, OR BY A FINE OF NOT MORE THAN FIVE-HUNDRED DOLLARS, OR BOTH.

§ 9-1.2 (A) ANY PERSON WHO OWNS OR HAS CUSTODY OR CONTROL OF A DOG, CAT, DOMESTIC PET/COMPANION THAT IS LEFT OUTDOORS SHALL PROVIDE IT WITH SHELTER APPROPRIATE TO ITS BREED, TYPE OR KIND, PHYSICAL CONDITION AND THE CLIMATE.

§ 9-1.3 MINIMUM STANDARD FOR DETERMINING WHETHER SHELTER IS APPROPRIATE TO A DOG'S/ANIMAL'S BREED. PHYSICAL CONDITION AND THE CLIMATE SHALL INCLUDE:

(A) FOR ALL DOGS/ANIMALS THAT ARE RESTRAINED IN ANY MANNER OUTDOORS, SHADE BY NATURAL OR ARTIFICIAL MEANS TO PROTECT THE DOG/ANIMAL FROM DIRECT SUNLIGHT

AT ALL TIMES WHEN EXPOSURE TO SUNLIGHT IS LIKELY TO THREATEN THE HEALTH OF THE DOG/PET/ANIMAL.

(B) FOR ALL DOGS/PETS/COMPANION ANIMALS THAT ARE LEFT OUTDOORS IN INCLEMENT WEATHER, A HOUSING FACILITY, WHICH MUST: (1) HAVE A WATERPROOF ROOF; (2) BE STRUCTURALLY SOUND WITH INSULATION APPROPRIATE TO LOCAL CLIMATIC CONDITIONS AND SUFFICIENT TO PROTECT THE DOG/ANIMAL FROM INCLEMENT WEATHER; (3) BE CONSTRUCTED TO ALLOW EACH DOG/ANIMAL ADEQUATE FREEDOM OF MOVEMENT TO MAKE NORMAL POSTURAL ADJUSTMENTS, INCLUDING THE ABILITY TO STAND UP, TURN AROUND, AND LIE DOWN WITH LIMBS OUTSTRETCHED; AND (4) ALLOW FOR EFFECTIVE REMOVAL OF EXCRETIONS, OTHER WASTE MATERIALS, DIRT AND TRASH. THE HOUSING FACILITY AND THE AREA IMMEDIATELY SURROUNDING IT SHALL BE REGULARLY CLEANED TO MAINTAIN A HEALTHY AND SANITARY ENVIRONMENT AND TO MINIMIZE HEALTH HAZARDS.

§ 9-1.4 INADEQUATE SHELTER MAY BE INDICATED BY THE APPEARANCE OF THE HOUSING FACILITY ITSELF, INCLUDING BUT NOT LIMITED TO SIZE, STRUCTURAL SOUNDNESS, EVIDENCE OF CROWDING WITHIN THE HOUSING FACILITY, OR BY THE APPEARANCE OR PHYSICAL CONDITION OF THE DOG OR ANIMAL. FURTHERMORE, NO ANIMAL SHALL BE LEFT OUTSIDE LONGER THAN 15 MINUTES WHEN WEATHER TEMPERATURES ARE/REACH FORTY (40°F) DEGREES FAHRENHEIT OR LOWER.

§ 9-1.5 UPON A FINDING OF ANY VIOLATION OF THIS SECTION, ANY DOG(S)/ANIMAL(S) SEIZED PURSUANT TO THE PROVISIONS OF THIS ARTICLE THAT HAVE NOT BEEN VOLUNTARILY SURRENDERED BY THE OWNER OR CUSTODIAN OR FORFEITED PURSUANT TO COURT ORDER SHALL BE RETURNED TO THE OWNER OR CUSTODIAN ONLY UPON PROOF THAT APPROPRIATE SHELTER AS REQUIRED BY THIS SECTION IS BEING PROVIDED.

§ 9-1.6 NOTHING IN THIS SECTION SHALL BE CONSTRUED TO AFFECT ANY PROTECTIONS AFFORDED TO DOGS OR OTHER ANIMALS UNDER ANY OTHER PROVISIONS OF THIS ARTICLE.

(A) ANY PERSON WHO VIOLATES THIS CHAPTER IS GUILTY OF A MISDEMEANOR, PUNISHABLE BY A FINE OF NOT MORE THAN \$500, THE COST OF PROSECUTION, AND/ OR IMPRISONMENT UP TO 93 DAYS AND MUST COMPLETE 100 HOURS OF COURT ORDERED COMMUNITY SERVICE RELATED, AFFILIATED OR CONNECTED TO THE HUMANE AND PROPER CARE, GROOMING, RAISING AND/OR TREATMENT TO ANIMALS.

Sec. 2. This Ordinance shall become effective this _____ day of _____, 2021, A.D.

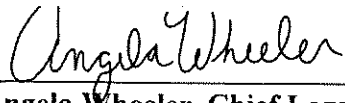
Adopted this _____ day of _____, 2021, A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Angela Wheeler". The signature is written in black ink and is positioned above a horizontal line.

Angela Wheeler, Chief Legal Officer

S:\Parks\Ordinance Files\Animal Cruelty Law\2021.08.16 (FINAL
DRAFT-WO watermark) ANIMAL CRUELTY REVISED.docx

210397

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

(LL) THE CITY ACKNOWLEDGES THAT **THE GRAND FLINT LIMITED DIVIDEND HOUSING ASSOCIATION, LP, A MICHIGAN LIMITED PARTNERSHIP** (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 "THE GRAND" (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%)** OF THE ANNUAL SHELTER RENTS, EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF RENT PAYABLE UNDER ANY GOVERNMENTAL SUBSIDY. NOTWITHSTANDING THE FOREGOING, THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

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

Adopted this _____ day of _____, 2021 A.D.

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

ORDINANCE REVIEW FORM

FROM: Planning and Development
Department

NO. 21-
Law Office Login #

ORDINANCE NAME: RESUBMISSION OF PILOT ORDINANCE RESOLUTION TO GRANT A FOUR (4%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT AT 422 W UNIVERSITY, TO BE CALLED "THE GRAND", PROVIDING 48 UNITS OF AFFORDABLE HOUSING TO LOW AND MODERATE INCOME RESIDENTS. DEVELOPER OWNS PROPERTY AS OF THIS REQUEST.

1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

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

By: Director 
Suzanne Wilcox, Director

DATE: July 12, 2021

2. ORDINANCE REVIEW - LAW DEPARTMENT

The attached ORDINANCE is submitted to the Legal Department for approval. By signing, the Legal Department approves this ordinance to be processed for signatures and fully executed.

By: _____
Angela Wheeler, Chief Legal Officer

DATE: _____

3. ORDINANCE REVIEW-FINANCE DEPARTMENT

The attached ORDINANCE is submitted to the Finance Department for approval. By signing, the Finance

By: _____
Amanda Trujillo, Chief Financial Officer

DATE: _____

4. ORDINANCE REVIEW-MAYORS OFFICE

The attached ORDINANCE is submitted to the Mayors Office for approval. By signing, the Mayor's office

By: _____
Clyde Edwards, City Administrator

DATE: _____

The Grand on University, 422 W University Ave tax comparisons

1) Current taxable value:	46,300	Pilot is based on 4%
2) PILOT estimation	\$17,014.00	DIFFERENCE BETWEEN PILOT AND TAXES: \$51,981.44 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 48 units is \$425,364.

3) Estimated project ad valorem taxable value:

Market Rent	One Bedroom	Two Bedroom	Three Bedroom
	\$500	\$875	\$1,100
Number of Units	20	21	7
	\$10,000	\$18,375	\$7,700

Monthly Income	\$36,075
Yearly Income	\$432,900
Vacancy/Loss (10%)	(\$64,935)
Potential Gross Income	\$367,965
Expenses	(\$165,584)
Net Operating Income	\$202,381
Cap Rate of 10%	\$2,023,808
SEV/TV	1,011,904
Potential Taxes	\$68,995

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



CITY OF FLINT

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

PURPOSE

To administer the City of Flint Code of Ordinances 18-4.1 to 18-4.8, establishing a class of housing developments pursuant to the State Housing Development Authority Act of 1966, known as Act 436 of the Acts of 1966, being MCLA §§ 125.1401 et seq. , as amended, which are exempt from property taxes, paying instead a service charge to be paid in lieu of taxes (PILOT) by any or all classes of housing exempt from taxation under this Act at any amount it chooses, but not to exceed the taxes that would be paid for if not for this Act.

The City acknowledges that serving persons of low income is a public necessity, and as such the City of Flint will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. The applicant for a PILOT is affirming that the economic feasibility of this housing development is reliant on this requested tax exemption.

Furthermore, in considering this application for PILOT, the evaluators of such request shall consider that the community shall be developed in a manner consistent with the adopted Master Plan and Consolidated Action Plan. Evaluation of the application should take into consideration maintaining the overall goals and objectives set forth in these plans.

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 resumes for Communities First, Inc. and RAD Conversion Specialists, LLC.

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% PILOT.

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

ii. **Economic impact** –We expect to invest approximately \$14.8 million in the neighborhood with a large multiplier effect from construction and long term economic impact to local businesses in the immediate walking area (Carriage Town and University Avenue Corridor). Additionally, the project will likely create hundreds of construction jobs and additional jobs for property a management office and maintenance staffing and contracts.

iii. **Environmental impact (to include any mitigation actions taken)** -The property is contaminated with tetrachloroethylene; likely from a previous dry-cleaning business. Additionally, the western adjoining property operating as a gasoline filling station and meets the definition of a facility. The environmental contamination will be mitigated with either a vapor barrier or removing contaminated soils.

iv. **Impact on City infrastructure (transportation and utilities)** -We expect residents to utilize local public transit and walk for majority of transportation needs (We expect this project to increase the walkability of the area though increasing density and demand for local amenities). We plan to utilize public utilities. This project will help make Flint more attractive for business investment and people by emphasizing a live, work, and play atmosphere due to its location near downtown and local amenities.

v. **Impact on City services (police, fire, EMS, code enforcement)** -We expect the local area to be much safer and to incentivize investment by homeowners and business owners in the neighborhood. Increasing the density 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** Building is new construction and total square footage has not been determined.

vii. **Architectural renderings to include the number and type of units** – Planned unit mix – twenty (20) one-bedroom units; twenty-one (21) two-bedroom units; and seven (7)

(forty-eight (48) total units); See attached site concept plan.

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 to take approximately 4 to 6 months.

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. Address: 422 W. University Ave.; Parcel ID: 40-12-457-008; Legal Description: MCFARLAN & CO'S WESTERN ADDITION LOTS 5, 8, 10, 13 AND 14; ALSO SLY 33 FT OF LOTS 6 AND 11; ALSO WLY ½ OF LOTS 7 AND 9. BLK 38

ii. Name of the property owner at the time of application. The Grand Flint LDHA LP

iii. If the applicant is not the current owner of record, attach a valid option to purchase. Communities First, Inc. owns a majority of the general partner of the owner, The Grand Flint LDHA LP.

iv. Describe any and all financing, options, and liens on the property - We are not aware of any liens on the property. We have received a tax credit reservation from the Michigan State Housing Development Authority and Affordable Housing Program Grant funds to help finance the development. Additionally, sources of funds include grant dollars and deferred developer fee.

v. State the current assessed value of the property. \$53,400.00.

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 and MSHDA tax credit reservation and AHP Award Letter.

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, there is adequate demand for the multifamily apartments, especially near downtown Flint.

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

- i. Closing of the loan or contributing financing June 2021
- ii. First expenditure of funds with regards to the project January 2019
- iii. Anticipated date construction will begin June 2021
- iv. Anticipated date of completion August 2022

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 project is mixed use with commercial space dedicated to resident services and is expected to contain almost 3,300 square feet of commercial space fronting Grand Traverse St. (along with 48 residential apartment units).
- ii. Energy efficiency and green practices Project will be certified by NGBS.
- iii. Neighborhood and block club outreach (Full list of outreach done)

We have had several meetings with neighborhood residents and the neighborhood association, including attendance at a board meeting and solicited feedback regarding project design and characteristics. Additionally, we have modified the design considerably since the first proposal, incorporating different materials, scale, and building size and number. More recently, we have held two video conference calls with residents regarding design concept and project details.

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

The property's walkscore is 65, however it is within 1/3 of mile of an 81 walkscore and downtown Flint, and just under 1/2 mile from Hurley Hospital. Additionally, we expect the walkscore to increase dramatically once the property is placed in service. The property is located in the Carriage Town Historic District, one block away from Factory 1.

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 The Grand Flint LDHA LP
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

ENTITY NAME	RAD Conversion Specialists, LLC.
ENTITY PRINCIPAL	Eric Gold
ADDRESS	32500 Telegraph, #222, Bingham Farms, MI 48025
TELEPHONE NUMBER	248 203 0011
E-MAIL ADDRESS	egold@slavikenterprises.com

PROJECT INFORMATION

PROJECT NAME	The Grand on University
ADDRESS OF PROJECT	422 W. University Ave.
PARCEL ID	40-12-457-008
LEGAL DESCRIPTION	MCFARLAN & CO'S WESTERN ADDITION LOTS 5, 8, 10, 13 AND 14; ALSO SLY 33 FT OF LOTS 6 AND 11; ALSO WLY ½ OF LOTS 7 AND 9. BLK 38 Parcel ID: 40-12-457-008

DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Communities First, Inc.
ARCHITECTURAL FIRM	Sedgewick + Ferweda Architects
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

EMPOWERING PEOPLE.
BUILDING **COMMUNITIES.**



QUALITY OF LIFE **STARTS WITH COMMUNITY.**

Communities First, Inc. is a nonprofit community development corporation that creates economic development opportunities, provides affordable housing, fosters access to the arts and cultural activities, and educates families and businesses about the environment.

Our holistic approach to building sustainable communities is fueled by a culture of innovation, equity and creative problem solving. Our leadership team and collaborative partners have a spirit of trust, engagement and a contagious passion to make an authentic difference in the communities we serve.

By looking beyond conventional community solutions, we take a strategic approach that challenges the status quo to empower people and build communities.

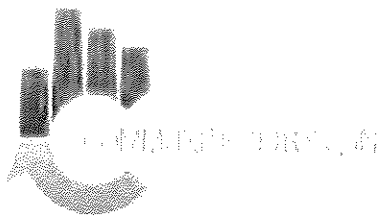
If you believe in the power of community like we do, we welcome you to learn more and join us in making a difference.



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Communities First, Inc. Overview

Communities First, Inc. (CFI) is a Michigan nonprofit 501c3 whose mission is to build healthy, vibrant communities through economic development, affordable housing and innovative programming. The organization is focused on providing safe, quality affordable housing, increasing economic opportunities, and improving quality of life. The motto of Communities First, Inc. is “Empowering People. Building Communities”, which speaks to a desire to create social equity, improve quality of life for residents and to improve the built environment.

Affordable Housing

In Flint, Michigan, CFI is the developer of Oak Street Senior Apartments. The \$5.1 million project provides 24 units of safe, affordable housing for low income seniors in the downtown Flint area. Oak School was originally built in 1898 and has been preserved and repurposed. This project is energy efficient, sustainable and is Enterprise Green Communities certified. Communities First, Inc. is also developer of the historic Swayze Apartments in Flint. This vacant and blighted building was renovated into 36 apartments for people who are homeless, at risk of homelessness or who have special needs. This \$8.1 million project has been funded by the Michigan State Housing Development Authority, City of Flint and others.

Coolidge Park Apartments is the most recent housing development undertaken by the organization. Coolidge School was closed in 2011 due to declining enrollment and Communities First, Inc. has secured the bulk of the funding to begin the redevelopment of the site. When complete, the Coolidge development will consist of 54 units (both market rate and affordable), a community center in the gymnasium and more than 8,000 square feet of commercial space.

Economic Development

Communities First, Inc. recognizes that it is important for residents of distressed communities to have increased employment opportunities. The housing that CFI has developed created more than 200 well-paying jobs for local workers, some of whom have barriers to employment, were low income and/or minorities. CFI has been successful in securing more than \$30 million in federal, state and local grant funds for projects in the Flint community. Mixed use projects and other programs are being planned to provide further opportunities for economic development.

Communities First, Inc. participated in a pilot HUD program and became a SPI-HUD Accredited Green Organization. This accreditation is a reflection of CFI’s commitment to green building practices and operations. Each of the development projects that Communities First, Inc. is a part of will be designed, constructed and operated with sustainability and environmentally friendly practices in mind. It is the opinion of the organization that this

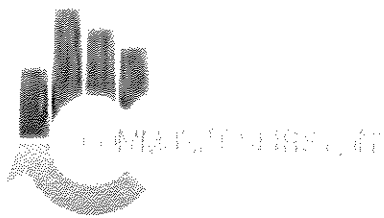
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approach is responsible, cost effective and progressive. Additionally, the office operations of Communities First, Inc. minimize excess usage of paper, energy and water.

Initially involved in economic development and affordable housing, Communities First, Inc. is further realizing its mission of improved quality of life for distressed communities by establishing additional opportunities to engage those that it serves. The organization has established two programs, Green Life Community Education Program and Culture Shock, to meet additional community needs.

Green Life Community Education Program

Green Life addresses several important topics in that make residents and businesses more aware of their impact on the environment. The program encourages individual and corporate responsibility through resident and business forums. Examples of the topics that are covered include: energy saving and water conservation methods, education about climate change, recycling, the use of public transportation and reducing your carbon footprint.

Culture Shock

Culture Shock, as its name suggests, provides cultural experiences that provoke, surprise and stimulate. By altering and enhancing perceptions of arts and culture--in partnership with other community groups and businesses--individuals and families can expand their horizons, broaden their tastes and deepen their understanding of the world around them. The program provides exposure to arts, music, food, sporting events and various cultures to diversify the experience of residents of low to moderate income communities. Culture Shock eliminates barriers like cost and transportation to increase access and opportunity. This innovative program impacts about 16,000 per year and has received national media coverage.

The Essence of Communities First, Inc.

Communities First, Inc. is committed to the creation of sustainable and equitable communities. By focusing on affordable housing, economic development arts and culture outreach and environmental education, CFI is transforming neighborhoods and lives. The organization utilizes a holistic and proactive approach to community development, which looks at the entire person and examines the complexity of community issues. Equity permeates every aspect of the work of the organization, engaging residents in the planning and execution of projects. CFI is well versed in creative placemaking, involving stakeholders throughout the process to produce changes to the built environment and quality experiences for residents.

CFI has a knack for connecting needs with resources to provide viable solutions to social, economic and environmental problems. These efforts require both collaboration and coordination with community stakeholders to effect true change. The support of community partners, dedicated volunteers and generous funders allows Communities First, Inc. to

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leverage federal, state and local resources to operate as a catalyst for positive change in distressed communities. The success of CFI in Flint has led to plans for expansion into other cities throughout Michigan with similar needs.

The efforts of CFI have been recognized nationally by MSNBC's Morning Joe, Nonprofit Quarterly and Affordable Housing Finance magazine.

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Glenn Wilson **President/CEO**

As co-founder and President/CEO, Glenn Wilson leads the organization as it response to the great need that distressed communities face in regards to economic development and affordable housing. The organization has secured more than \$30 million in funding, primarily for real estate development projects and provided jobs to more than 200 people in just seven years, 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 (Board Chair). 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.

Glenn is the recipient of the American Express Aspire Award from the National Trust for Historic Preservation, the Young Professional Award from the Flint and Genesee Chamber of Commerce, the Michigan Chronicle's 40 Under 40 award, and is a 2017 Next City Vanguard.

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

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natural planner and 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 and recently initiating a successful pilot project to incorporate Montessori Education in Flint Community Schools.

In 2015, Essence was named to the Michigan Chronicle's 40 Under 40 list and in 2016 she was the recipient of the Claire M. White Award presented by the Flint & Genesee Chamber of Commerce.

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 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.

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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.

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

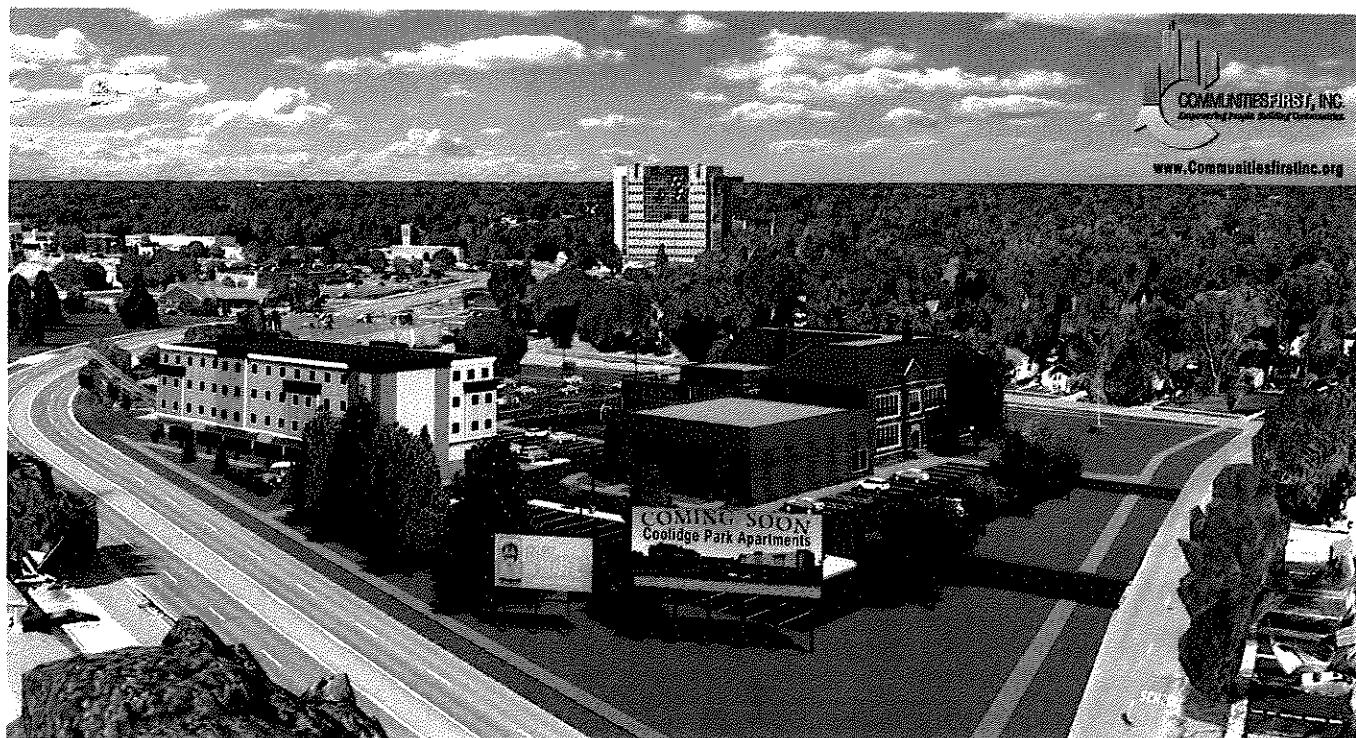
Year of Completion: 2016

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.

Project: Coolidge Park Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Coolidge Park Apartments. Funding has been secured and construction is scheduled to begin in late 2017/early 2018. 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 9,000 square feet of commercial space.

Project Type: Low Income Housing Tax Credits (LIHTC)

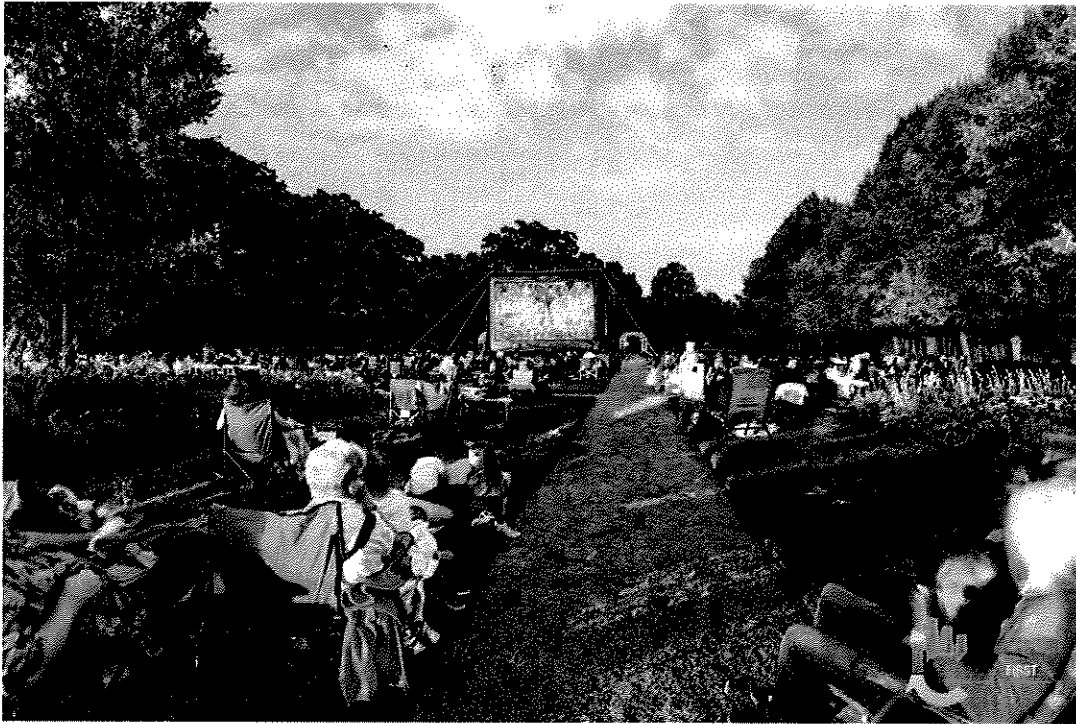
Unit Mix: 54 LIHTC Units, 9 market rate units, 9,000 sq. feet commercial space

Estimated Year of Completion: Early 2019

Funding Sources: Coolidge Park Apartments is funding with MSHDA LIHTC, Federal Historic Tax Credits, City of Flint HOME, foundation grants.

Total Project Cost: \$16.3 Million

Event: Movies Under the Stars



Event Overview: Communities First, Inc. has four major programs, one of which is called Culture Shock. This program offers families the opportunity to engage with arts and culture activities. The purpose is to build community and to utilize creative means to introduce families to the performing and visual arts. One such activity of this program is Movies Under the Stars, an outdoor movie event that draws thousands of families each year. This summer was the fourth season for the series which has now expanded to include both Flint and Saginaw.

Program Outcomes: Community building and engagement, arts and culture exposure

Program Years: 2014-2017

Project: Flint Artist Market



Project Overview: Communities First, Inc. is exploring the idea of transforming the former Flint Farmer's Market into an artist market. An important component of this process was to solicit feedback from the community. This community engagement work began early in the process to assess community needs and desires for the space.

Community Engagement Outcomes: More than 100 people came to the first engagement session to reminisce about the space and to offer their thoughts about the future use. Communities First, Inc. trained 5 local facilitators to assist in gathering information. In total, more than 200 people completed surveys or offered their input. This data was analyzed and put into a realistic, yet ambitious plan for future development work at the site. The plan was then presented to the community at another engagement session to determine if their ideas were carried over into the plan effectively. The support for the proposed plans was overwhelmingly positive and supportive of the proposed project.

Community Engagement Timeframe: Two community engagement events in 2016.

RAD CONVERSION SPECIALISTS, LLC
32500 Telegraph, #222
Bingham Farms, Michigan 48025
(248) 203-0011

RAD Conversion Specialists, LLC (RCS) combines the management, consulting and operations experience of Premier Property Management, LLC ("Premier") and its Principal, Robert Beale, with the development, construction, ownership and financing experience of The Slavik Company ("Slavik") and its principals. RCS was formed for the specific purpose of sharing 85 years of combined affordable housing experience with Affordable Housing decision-makers and assisting them to navigate the path towards successful development of affordable housing communities.



Premier and Slavik first combined efforts in 1999 to respond to a Request for Proposals from the Detroit Housing Commission to redevelop its Jeffries Homes Public Housing Project under HUD's HOPE VI Program. Our group was ultimately selected as Master Developer and we have spent the past 14 years planning and implementing the \$98.2 million transformation of two of Detroit's worst public housing projects into new and vibrant communities of mixed-income rental units, for-sale single-family homes and townhomes, parks, community open space and community centers (shown below). Like most of the other projects we have completed, this project required stakeholder input and feedback, coordinating the activities of market analysts, environmental consultants, CNA consultants, lenders, tax credit investors, architects, engineers, general contractors and others.



This experience provides RCS with the unique ability to assist in all phases of affordable housing development – Assessment, Application and Implementation. The Assessment Phase includes an analysis of the financial feasibility of potential projects, including the investigation of various sources of funds. The Application Phase requires, among other things, detailed development and operating pro-formas and an evaluation of the likelihood of obtaining low-income housing tax credits. While RCS has the experience and ability to guide affordable housing agencies through these phases, the Implementation Phase is where RCS can provide the most value. Our proven financial acumen and experience with low-income housing tax credits, FHA loans, HOME Funds, Replacement Housing Factor (RHF) Funds, as well as our connections with lenders and tax credit investors, will expedite the Implementation Phase and can lead to a very successful development.

RAD Conversion Specialists, LLC combines the real-world success of its principals with a demonstrated ability to work cooperatively and efficiently in public-private partnerships with agencies of varying sizes and competence. Our successful planning, development, construction and efficient management of affordable housing clearly demonstrates our ability to get the job done and sets us apart from other "consultants".



Making Public-Private Partnerships Work

RAD Conversion Specialists, LLC looks to preserve and revitalize public housing

The executives of two companies behind RAD Conversion Specialists, LLC see opportunity to address deferred maintenance at public housing communities in urban and rural areas, and look to expand on their successful completion of two signature developments in Detroit.

In 1999, Scripps Park Associates, LLC was formed by The Slavik Company, Premier Property Management, LLC, Herb Strather and the Rosenberg Housing Group, Inc. to respond to a Request for Proposals from the Detroit Housing Commission to redevelop its Jeffries Homes housing projects – long considered among the City's worst – under HUD's Hope VI program.

The company was ultimately selected as Master Developer for the sites and has spent the past 15 years planning and completing the \$98 million showcase communities that include mixed-income rental units, for-sale single-family homes and townhomes, open-space and community centers.

"When we started, the concept of mixed-income, mixed-use style housing was new," says Robert Beale, President of Premier Property Manager. "The degree to which we embraced it was pretty unique in this country, but we were still concerned about whether or not it would work. We were counting on it to be successful, and it has been. Over the last ten years of occupancy, the communities have remained stable."



RAD Conversion Specialists

Principals: Robert Beale, Herb Strather | Location: Detroit, Michigan



SHOWCASE COMMUNITIES

Woodbridge Estates consists of 327 rental units, 100 senior assisted living units and 51 occupied single-family homes and town houses with a mix of incomes. Earlier this year, construction began on the sixth and final phase of 45 additional apartments across 12 buildings to be completed by year end.

Supplementing the final phase of apartment construction are 16 remaining single-family home sites. The completed home prices range from \$215,000 for a 1,516 square foot three-bedroom home to \$285,000 for a 2,241 square foot four-bedroom home. Forgivable loans of up to \$75,000 per home are available to qualified buyers under HUD's HOPE VI program.

The only remaining portion of the previous public housing site is now referred to as Woodbridge Senior Village – three high-rise buildings that offer one- and two-bedroom apartments, with rents based on 30 percent of the average median income (AMI) which were partially renovated by Scripps Park Associates, LLC.

Cornerstone Estates, also a multiphase effort, totals 180 rental units in 30 buildings consisting of duplexes and town houses. Rental construction began in October 2010, and the first units were available just one year later.

Although HOPE VI was a relatively new program at the time, navigating HUD's requirements wasn't as difficult as projected, according to John Frasco, Vice President of The Slavik Company.

"It's more of a challenge for the public housing agencies because tax credits and financing are a whole new ballgame for them," he says. "The key is having patience and developing relationships."

Units in both communities are limited to households earning no more than 60 percent of AMI, or \$42,600 for a family of four in Wayne County.

However, public housing assisted units are expected to rent to households making considerably less than that maximum, according to the Detroit Housing Commission.

Vacancy rates at Woodbridge Estates and Cornerstone Estates have remained very low, even during and immediately after the economic downturn of 2008.

"Vacancy has been just 2 percent over the 10 years, even though the economy has seen some hard times," Beale says. "We didn't set out to just build housing, but rather a community. We're pleased with the quality of the housing, the people and the residents."

Developments as successful as these don't go unnoticed by your peers. The company has just been made recipient of the 2014 Excellence in Real Estate Development award from LISC and the Community Development Advocates of Detroit, in association with the Masco Corporation Foundation.

RAD PROGRAM

"The deals were successful for Bob's company and ours," Frasco says. "When we teamed up on the joint venture, we had worked with state agencies and HUD, but not directly with public housing agencies. It's a whole new market with the RAD program, and we hope this experience gives our new venture a leg up on the competition."

RAD is HUD's new Rental Assistance Demonstration program – a pilot program that allows public housing agencies to convert units to a project-based Section 8 platform and will help preserve affordable units in danger of obsolescence. According to HUD, the 1.2 million units in its program have combined capital needs of nearly \$26 billion.

The new venture Frasco referred to is RAD Conversion Specialists, LLC – a joint venture between The Slavik Company and Premier



Property Management – that will allow them to share their combined 85 years of experience in affordable housing with public housing directors deciding whether or not the RAD program is right for their agencies. The joint venture mashes the consulting and operations experience of Premier Property Management with the investment, development, construction and financing acumen of The Slavik Company.

“Our joint venture is a natural progression,” said Frasco. “We brought the development and construction experience and Premier has significant experience managing all types of multifamily housing, including public housing and tax credit communities. We touch on all phases of development and are able to bring the full spectrum to the table.”

The RAD program enables housing agencies to obtain funding to complete deferred maintenance, modernize residential units and mechanical systems and fund replacement reserves, thus reducing future operating and maintenance expenses.

“The RAD program is really an opportunity for public housing agencies to take advantage of what private development has done for years,” says Robert Beale, also an executive director of a small housing agency in metropolitan Detroit. “Specifically, we can help identify where public housing agencies can achieve their goals by utilizing programs that are old to us but new to them.”

RAD Conversion Specialists begins with an assessment phase, in which it analyzes the potential upside and downside of a RAD conversion, including a determination of whether to convert public housing units using project-based vouchers (PBV) or project-based rental assistance (PBRA).

If a conversion is determined to be advantageous and feasible, an application is submitted to HUD following Board approval and two meetings with residents to explain the agency’s plan.

The implementation phase is where Beale says the partnership provides the most value. He cites its experience with low-income tax credits,

Federal Housing Administration loans, Home Funds, and Replacement Housing Factor (RHF) funds – as well as its previous success with their HOPE VI projects, which gave them the opportunity to demonstrate their respective talents, knowledge and experience.

RAD Conversion Specialists works cooperatively with housing agencies of varying sizes and capabilities.

“We are absolutely not looking for a controlling interest,” Beale says. “We’re looking to help public agencies operate their communities and possibly expand their role as local affordable housing owners and developers. That approach really sets us apart.”

The City of Detroit filed for bankruptcy in federal court in July 2013. The \$18 billion worth of debt it reported in its Chapter 9 filing made it the largest bankruptcy in the country. Addressing the serious problem of blight is a major priority for the city’s emergency manager, Kevyn Orr.

According to Reuters, the 78,000 structures the city characterizes as abandoned and blighted total about one-fifth of its housing stock and covers approximately 139 square miles.

Beale and Frasco, however, envision creative opportunities for recovery in a city long seen as a symbol of Rust Belt decay.

“I see Detroit coming out of bankruptcy a better city,” Frasco says. “In becoming that, there’s the potential for riding the course with private demand and real dollars.”

RAD Conversion Specialists also sees itself riding the growth of public-private partnerships, which had been lagging in certain regions of the country and business sectors.

“Certainly, there’s more acceptance of public-private partnerships. We have built on relationships and we’re still building,” Beale says. “All of this brings some level of uncertainty to Public Housing Agencies, I suppose, but because of the opportunities that RAD brings to public housing, there’s definitely a high level of curiosity and willingness to investigate the program further.”

RAD Conversion Specialists, LLC ("RCS") was formed for the specific purpose of sharing 85 years of combined affordable housing experience with PHA decision makers and assisting them navigate the path towards the successful redevelopment of their public housing portfolios.

RCS combines the management, consulting and operations experience of Premier Property Management, LLC ("Premier") and its principal, Robert Beale, with the development, construction, ownership and financing experience of The Slavik Company ("Slavik") and its principals. These two firms have over 85 years of combined experience developing, constructing, managing and owning affordable housing. Most recently, they have worked in partnership with the Detroit Housing Commission to redevelop two of Detroit's worst public housing projects into new and vibrant communities. These two developments, Woodbridge Estates and Cornerstone Estates, represent an investment of over \$98 million and includes the construction of 507 multi-family, mixed-income apartment units (including 238 public housing units), 60 for-sale homes and a 100-unit senior congregate apartment community (including 50 public housing units and 50 project-based Section 8 units). Each neighborhood includes open space, parks and a leasing/community center.

Like most of the other projects we have completed, this project required stakeholder input and feedback, coordinating the activities of the market analysts, environmental consultants, CNA consultants, lenders, tax credit investors, architects, engineers, general contractors and others.

Since its formation in 1999, Premier has provided management and/or consulting services for 100 affordable housing communities and currently manages 2,000 units of affordable or mixed-income housing, including 1,000 public housing units. In addition, Mr. Beale has been appointed as Executive Director/Management Agent for the South Lyon Housing Commission (from 2005 through present), the Ecorse Housing Commission (from 2006 through 2011) and the Clinton Township Housing Commission (from 2010 through 2012). Mr. Beale was responsible for turning all three troubled agencies into standard and/or high performers.

Slavik was formed in 1955 and continues its focus on providing high-quality, affordable housing throughout metropolitan Detroit. Since the early 1960's, Slavik has developed almost 3,000 subsidized senior apartment units and over 1,200 low-income or mixed-income multi-family rental units, including the construction of 238 public housing units at Woodbridge Estates and Cornerstone Estates.

RCS is currently providing consulting services to the Lapeer Housing Commission, Bay City Housing Commission and Marion Indiana Housing Authority to assist them through the RAD conversion process. We are development partners with the Paw Paw Housing Commission, Clinton Township Housing Commission and the Housing Authority of the City of Fayetteville Arkansas and are currently working with these housing agencies to rehabilitate, modernize and/or reconstruct their portfolios.

All of these efforts include the experience and knowledge of our affiliate general contractor, Slavik Building and Development, LLC. Steve Slavik has been in the construction and

apartment industries since he began working with his father as a teenager. Howard Katzman brings over twenty years of construction experience, including 226 units of affordable housing at Woodbridge Estates and Cornerstone Estates. All of these projects exceed the Enterprise Green Communities minimum standards and requirements.

Recent Experience

Cornerstone Estates – Phase III

Location: Detroit, MI
Units: 62 family rental units, including 39 public hsg. (new construction)
Total Development Costs: \$10,477,727
Total Construction Costs: \$7,574,638
Sources: Hope VI Loan - \$2,863,593; LIHTC Equity - \$7,046,181;
Brownfield Tax Credit Equity - \$567,953
Project Duration: October 2010 – October 2012
Owner: The Detroit Housing Commission
2211 Orleans
Detroit, Michigan 48207
Attn: Teanisha Eli, Director of Development
313.877.8812

Woodbridge Estates – Phase VI

Location: Detroit, MI
Units: 46 family rental units, including 14 public hsg. (new construction)
Total Development Costs: \$10,579,371
Total Construction Costs: \$7,840,233
Sources: Hope VI Loan - \$3,363,126; LIHTC Equity - \$6,603,461;
Brownfield Tax Credit Equity - \$216,533
Project Duration: January 2012 – November 2014
Owner: The Detroit Housing Commission
2211 Orleans
Detroit, Michigan 48207
Attn: Teanisha Eli, Director of Development
313.877.8812

Bridgeport Apartments

Location: Allegan, MI
Units: 49 family rental units (acquisition/rehab)
Total Development Costs: \$6,289,764
Total Construction Costs: \$2,445,942
Sources: FHA Loan - \$2,265,000; LIHTC Equity - \$3,935,000;
Project Duration: July 2013 – December 2015
Owner: Bridgeport Community LDHA, LLC
(entity related to RCS)

Paw Paw Housing Commission

Location: Paw Paw, MI
Units: 81 public housing, senior apartments (RAD Conversion and rehab)
Total Development Costs: \$7,342,429
Total Construction Costs: \$3,016,630
Sources: LIHTC Equity - \$5,145,823; PHA Funds - \$2,196,606
Project Duration: June 2015 - current (expected completion October 2017)
Owner: Paw Paw Housing Commission
205 Miller Court
Paw Paw, Michigan 48079
Attn: Patricia Winston, Executive Director
269.657.4776

Swayze Court Apartments

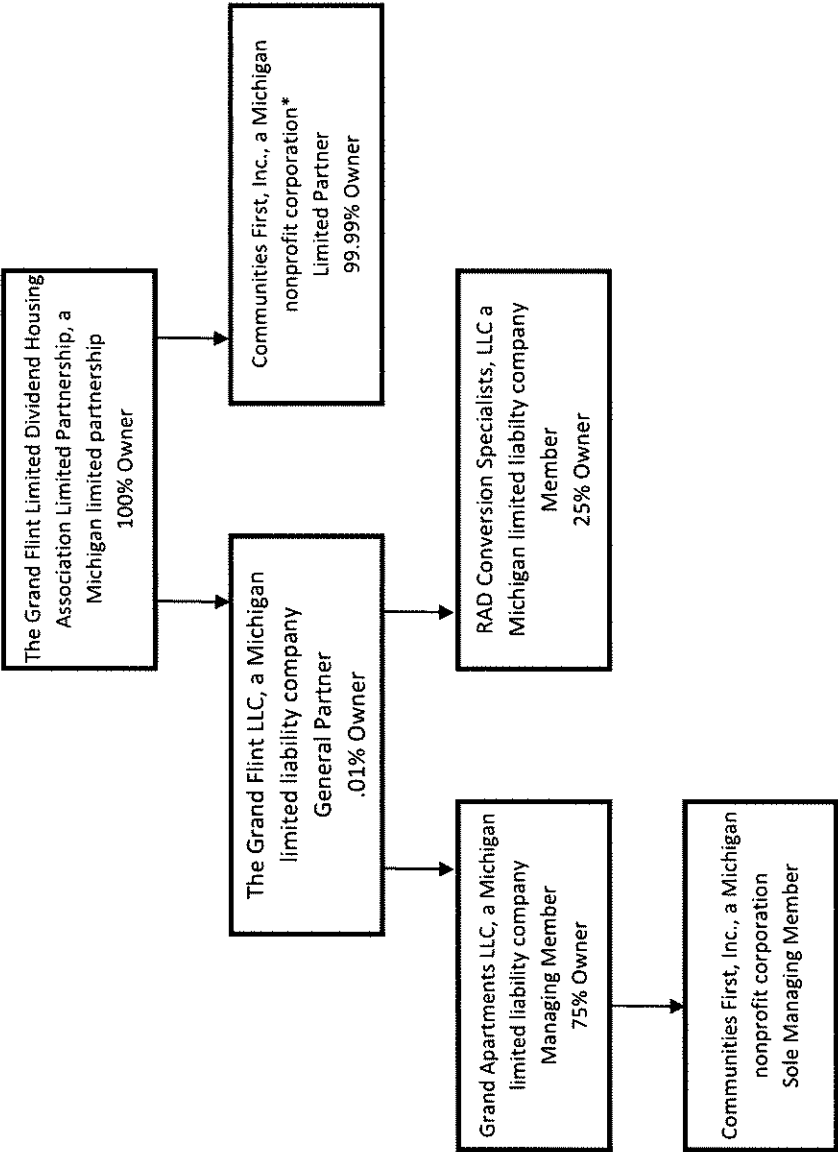
Location: Flint, MI
Units: 36 family rental units (historic rehab and new construction)
Total Development Costs: \$8,529,691
Total Construction Costs: \$5,923,720
Sources: LIHTC & Historic Equity - \$6,643,893; Flint HOME Funds - \$670,973; MSHDA HOME Funds - \$850,000; AHP Loan - \$400,000
Project Duration: June 2014 - current (expected completion September 2016)
Owner: Communities First, Inc. (non-profit developer)
415 West Court Street
Flint, Michigan 48502
Attn: Glenn Wilson, President
810.422.5358

Woodbridge Estates – Senior Apartments

Location: Detroit, MI
Units: 77 elderly designated, including 39 public housing and 16 market rate units (new construction)
Total Development Costs: \$15,924,000
Total Construction Costs: \$12,107,894
Sources: Hope VI Loan - \$3,700,000; LIHTC Equity - \$12,172,283; Other - \$51,717
Project Duration: October 2016 – December 2017
Owner: The Detroit Housing Commission
2211 Orleans
Detroit, Michigan 48207
Attn: Teanisha Eli, Director of Development
313.877.8812

A detailed list of RCS's experience with affordable housing is included on the following pages.

Proposed Organization Chart for
The Grand on University



*Will be replaced by the Investor Limited Partner upon syndication

**The Grand on University
Flint, MI**

SOURCES & USES OF FUNDS Summary	
SOURCES	
Grants	30,000
Affordable Housing Program	500,000
City HOME	600,000
Conventional Financing	1,800,000
Tax Credit Equity	11,353,099
Developer Equity	533,628
TOTAL SOURCES	<u>\$14,816,727</u>
USES	
Acquisition of Land and Buildings	250,000
Construction Costs	12,451,920
Soft Costs	2,114,807
TOTAL USES	<u>14,816,727</u>

Property: The Grand on University
Flint, MI

RESIDENTIAL

		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
Income		Inflator		Inflator		Year																
Annual Rental Income		2.00%		2.00%		6		433,871	447,549	451,400	460,428	469,636	479,029	488,610	498,382	508,349	518,516	528,887	539,464	550,254	561,259	
Annual Non-Rental Income		2.00%		2.00%		6		8,670	8,843	9,020	9,201	9,385	9,572	9,764	9,959	10,158	10,361	10,569	10,780	10,996	11,216	
Residential Vacancy Loss		8.00%		5.00%		6		34,079	35,404	36,112	36,834	37,482	38,051	38,546	39,057	39,499	39,951	40,404	40,857	41,310	41,763	
Total Project Revenue								407,832	415,988	424,308	432,794	441,409	450,141	458,994	467,969	477,064	486,289	495,644	505,129	514,744	524,490	
Expenses																						
Management		3.00%						19,733	20,325	20,935	21,563	22,210	22,876	23,562	24,269	24,997	25,747	26,520	27,315	28,135	28,979	
Administration		3.00%						23,837	24,552	25,289	26,047	26,829	27,634	28,463	29,317	30,196	31,102	32,035	32,996	33,986	35,005	
Common Electricity		6.00%		6.00%		6		18,057	19,141	20,289	21,506	22,797	24,164	25,614	27,151	28,780	30,507	32,338	34,278	36,334	38,514	
Water & Sewer		6.00%		6.00%		6		24,505	25,975	27,534	29,186	30,937	32,793	34,761	36,846	39,057	41,401	43,885	46,518	49,309	52,267	
Operating & Maintenance		3.00%						46,934	48,342	49,792	51,286	52,825	54,409	56,042	57,723	59,455	61,238	63,075	64,968	66,917	68,924	
Real Estate Taxes		3.00%						14,502	14,937	15,385	15,847	16,322	16,812	17,316	17,836	18,371	18,922	19,489	20,074	20,676	21,297	
Insurance		3.00%						14,400	14,832	15,277	15,735	16,207	16,694	17,194	17,710	18,241	18,789	19,352	19,931	20,531	21,147	
Payroll & Benefits		3.00%						65,209	67,165	69,180	71,256	73,393	75,595	77,863	80,199	82,605	85,083	87,635	90,265	92,972	95,762	
Total Operating Expenses								226,155	234,186	242,532	251,209	260,229	269,609	279,365	289,514	300,073	311,062	322,499	334,406	346,803	359,715	
Rep. Reserve		2.00%						14,400	14,688	14,982	15,281	15,587	15,899	16,217	16,541	16,872	17,209	17,554	17,905	18,263	18,628	
Net Operating Income								159,280	158,958	158,474	157,818	156,978	170,031	169,068	167,888	166,477	164,819	162,900	160,701	158,205	155,394	
Primary Debt Service								122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	
Cash Flow								36,638	36,315	35,832	35,176	20,601	47,389	46,426	45,245	43,834	42,177	40,257	38,058	35,563	32,751	

Last edit date:

11/20/2020

Property: The Grand on University

Proforma Rents								
CFI Proforma								
FY 2022								
Unit Type	Avg. Unit Size (SF)	# of units	Gross Rent per unit (\$)	Utility Allowance (\$)	Contract Rent per unit (\$)	Total (\$)	\$ per unit	Total \$
1BR (PSH)(60%)(30% AHP)	850	12	720	-	720	8,640	720	8,640
2BR (PSH)(60%)(30% AHP)	1,026	4	825	-	825	3,300	825	3,300
3BR (PSH)(60%)(30% AHP)	1,716	1	969	-	969	969	969	969
1BR/1BA (30%) (30% AHP)	850	5	360	91	269	1,345	269	1,345
1BR/1BA (60%)(80% AHP)	850	2	720	91	629	1,258	629	1,258
2BR/1BA (60%)(80% AHP)	1,026	5	864	121	743	3,715	743	3,715
2BR/1BA (60%) (80% AHP)	1,026	3	864	121	743	2,229	743	2,229
3BR/2BA (60%)(80% AHP)	1,716	4	997	150	847	3,388	847	3,388
2BR/1BA (80%) (80% AHP)	1,026	6	938	121	817	4,902	817	4,902
3BR/2BA (80%)(80% AHP)	1,716	1	1,076	150	926	926	926	926
1BR/1BA (Mkt)	850	2	875		875	1,750	875	1,750
2BR/1BA (Mkt)	1,026	2	975		975	1,950	975	1,950
3BR/2BA (Mkt)	1,716	1	1,075		1,075	1,075	1,075	1,075
Total:		48				35,447	35,447	
Annual Total:						425,364	425,364	



FHLBI 2020A AHP AWARDED PROJECTS

In 2020, the Federal Home Loan Bank of Indianapolis (FHLBI) awarded \$11.5 million to in Affordable Housing Program (AHP) grants to 24 projects throughout Michigan and Indiana. A summary of these projects is included below. For statistics and data outlining scoring detail and the number of applications received, see the 2020A Competitive AHP Scoring Statistics.

The Anchors At Mariners Inn

Subsidy:	\$272,753		
Location:	Detroit, MI	AHP Units:	44
Type:	R	Total Units:	44
Member:	Flagstar Bank, FSB		
Sponsor:	Cinnaire Solutions Corporation		

The Anchor at Mariners Inn will provide 44 units Permanent Supportive Housing (PSH) units serving homeless individuals in Detroit, MI. These 1-bedroom 600-square foot units will be reserved for those earning less than 30% of area median income and be fully supported by project-based housing vouchers through the Detroit Housing Commission. The project will also have an additional floor of 40 studio units (260 SF) that will be dedicated to short-term Recovery Housing. These units will be a relocation of the existing recovery housing operation, which Mariners Inn are currently providing in their existing facility. To preserve operating efficiency, the building will be National Green Building Standard Silver certified.

The Grand on University

Subsidy:	\$500,000		
Location:	Flint, MI	AHP Units:	43
Type:	R	Total Units:	48
Member:	ELGA Credit Union		
Sponsor:	Communities First		

The Grand on University is a new construction of 48 units of permanent supportive housing in Flint, MI. The proposed project will include 20 one-bedroom units, 21 two-bedroom units, and seven three-bedroom rental apartment units for a total of 48 mixed-income rental housing units for individuals and families. The proposed project will also contain approximately 3,276 square feet of on-site supportive services related space, including 100 square foot supportive services private meeting space and 350 square foot exercise room. The proposed Project will include 17 permanent supportive housing units including ten units reserved for homeless and remaining units reserved for individuals and families who are special needs populations.

The Roof at New Hope: Shelter for Families

Subsidy:	\$500,000		
Location:	Bloomington, IN	AHP Units:	49
Type:	R	Total Units:	49
Member:	Jackson County Bank		
Sponsor:	New Hope for Families		

The Roof at New Hope: Shelter for Families involves the new construction of a shelter building with 12 units in Bloomington, IN. The apartments are grouped into three pods and will accommodate up to 12 families with 49 beds. Each unit will include a private bedroom and bathroom with communal kitchen and living spaces.

JUNE 1, 2020 FUNDING ROUND RESERVATIONS

Project #: K20035	Owner Contact: Nate Trathen (616) 260-6655	
Project Name: Bingham Apartments	Bingham LDHA LP	
Project Address: 555 South 5th Street	3075 Orchard Vista Dr SE	
	Grand Rapids, MI 49546	
County: Alpena	Amt Requested: \$702,430	# Bldgs: 1
	Max Amt Awarded: \$702,257	# Total Units: 35
	Target Units: Elderly	# LIHTC Units: 35
	Category/Set-Aside Funded In: Open / Elderly	Year of Credit: 2020
Application Date: 5/18/2020	Self Score: 122	Final Score: 112

Project #: K20044	Owner Contact: Lori Harris (518) 431-1051	
Project Name: Clark Commons II	Clark Commons II LDHA, LLC	
Project Address: Scattered sites near intersection of Wood and N. Saginaw Streets	200 S. Division Street	
	Buffalo, NY 14204	
County: Genesee	Amt Requested: \$1,500,000	# Bldgs: 15
	Max Amt Awarded: \$1,499,798	# Total Units: 48
	Target Units: Family	# LIHTC Units: 38
	Category/Set-Aside Funded In: Strategic Investment / Distressed	Year of Credit: 2020
Application Date: 6/1/2020	Self Score: 115	Final Score: 105

Project #: K20076	Owner Contact: Glenn Wilson (810) 422-5358	
Project Name: Grand On University, The	The Grand Flint LDHA LP	
Project Address: 422 W. University Avenue	415 W. Court Street	
	Flint, MI 48503	
County: Genesee	Amt Requested: \$1,316,433	# Bldgs: 4
	Max Amt Awarded: \$1,316,433	# Total Units: 48
	Target Units: Family	# LIHTC Units: 43
	Category/Set-Aside Funded In: PSH / Nonprofit	Year of Credit: 2020
Application Date: 6/1/2020	Self Score: 169	Final Score: 163