

210158

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

(GG) THE CITY ACKNOWLEDGES THAT **FLUSHING PLACE LIMITED DIVIDEND HOUSING ASSOCIATION, LP A 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 "FLUSHING PLACE" (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.

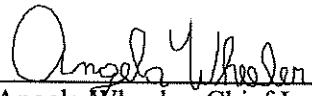
Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of

_____, 2021 A.D.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

ORDINANCE REVIEW FORM

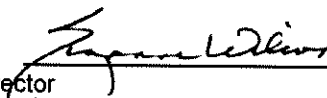
FROM: Planning and Development
Department

NO. 21-
Law Office Login #

ORDINANCE NAME: PILOT ORDINANCE RESOLUTION TO GRANT A FOUR (4%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT ENCOMPASSING SEVERAL PARCELS ON N. STEVENSON, KNOWN AS "FLUSHING PLACE", PROVIDING 60 UNITS OF AFFORDABLE HOUSING TO LOW AND MODERATE INCOME RESIDENTS.

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: March 29, 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: 3-30-2021

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: 03/30/2021

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: _____

Flushing Place PILOT Vs. Tax Comparisons

1) Current taxable generated:	\$3,024	Pilot is based on 4%
2) PILOT estimation	\$18,700.00	DIFFERENCE BETWEEN PILOT AND AD VALOREM TAX \$48,828 per year

Based on the Schedule of Rents provided by PK Development., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 60 units is \$467,424.

3) Estimated project ad valorem taxable value:

	One Bedroom	Two Bedroom
Market Rent	\$600	\$875
Number of Units	24	36
	<u>\$14,400</u>	<u>\$31,500</u>

Monthly Income	\$45,900
Yearly Income	\$550,800
Vacancy/Loss (10%)	<u>(\$82,620)</u>
Potential Gross Income	<u>\$468,180</u>
Expenses	<u>(\$210,681)</u>
Net Operating Income	<u>\$257,499</u>
Cap Rate of 13%	\$1,980,762
SEV/TV	<u>990,381</u>
Potential Taxes	<u>\$67,528</u>

**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 or has contacted City to discuss.
- 7) All parcels that are separate have been combined through proper City channels.

PROCESS

1) **Mandatory Pre-Application Conference:** This will be a meeting of all applicable City Departments to include:

- City Administrator
- City Planner
- City Engineer
- City Treasurer
- City Assessor
- Chief Building Official
- Community and Economic Development Staff
- Representatives of applicant development team

This meeting will serve to familiarize all parties with the scope of the project and any issues that may exist. The applicant will also be familiarized with the PILOT process and policies.

2) **Submission of Application:** Application form must be complete and packet of required supporting documentation assembled based upon requirements set forth in the application. Any additional concerns or items that were discussed in the Pre-Application Conference should also be addressed. Application forms are available on both the City of Flint website and in the Department of Community and Economic Development.

One original and one electronic copy shall be submitted no later than seven (7) weeks before the Regular City Council meeting, which are typically held on the 2nd and 4th Mondays of each month.

3) **Internal (Administrative) Review:** An internal review will occur, resulting in either Administrative approval within three (3) weeks or return to the applicant for corrections.

Applications will be scored on a scoring matrix as attached in this application.

Administrative approval will move the application forward to an ordinance amendment that will be placed on the Government Operation Committee meeting agenda.

4) **Council Committee Review:** Meetings are held the Wednesday prior to the Regular City Council meeting. The developer is required to be in attendance at this meeting to answer any questions the committee may have.

5) **Review by City Council:** Once committee approval is obtained, the ordinance amendment will proceed to the following Regular City Council Meeting (the Monday following committee). The developer is required to be in attendance at this meeting.

6) **Approval:** If the PILOT application is approved by resolution of the City Council, a certified copy of the resolution and a copy of the minutes will be provided to the applicant. Additionally, digital copies will be provided to all applicable City Departments.

****Note: All applicants are required to file their 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
- ii. Describe the corporate partnership structure

b. Describe the proposed Project (include the following sections):

- i. Intended usage/target market
- ii. Economic impact
- iii. Environmental impact (to include any mitigation actions taken)
- iv. Impact on City infrastructure (transportation and utilities)
- v. Impact on City services (police, fire, EMS, code enforcement)
- vi. Square footage of the building and land to be renovated
- vii. Architectural renderings to include the number and type of units
- viii. Any other information to fully explain the project

c. Describe the marketing of the project, clearly identifying the intended market. If the project is speculative, how long is full occupancy expected to take and who will be the property manager?

d. Briefly describe the ownership and tax information for this project:

- i. State the location or the proposed project to include street address, parcel ID, and the legal description.
- ii. Name of the property owner at the time of application.
- iii. If the applicant is not the current owner of record, attach a valid option to purchase.
- iv. Describe any and all financing, options, and liens on the property
- v. State the current assessed value of the property.
- vi. Are any assessments currently under appeal? If yes, describe.

e. Provide a detailed development pro forma outlining proposed hard, soft and financing costs associated with the development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction, and permanent financing, as well as any government assistance. Proposals must contain detailed cost breakdowns.

f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT.

g. Provide a detailed schedule of rents and income limits of lessees

- h. Provide housing market data to show demand.
- i. State a proposed timeline for the Project to include:
 - i. Closing of the loan or contributing financing
 - ii. First expenditure of funds with regards to the project
 - iii. Anticipated date construction will begin
 - iv. Anticipated date of completion
- j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members.
- k. To receive application bonus points, address the following:
 - i. Mixed use (PILOT ONLY applies to housing- not commercial SF)
 - ii. Energy efficiency and green practices
 - iii. Neighborhood and block club outreach (Full list of outreach done)
 - iv. External amenities (walk score, proximity to transit, jobs, etc)
- l. Include a copy of the completed MSHDA application for Low Income Housing Tax Credits (LIHTC) within thirty (30) days of submittal to MSHDA.

(APPLICATION FORM ON NEXT PAGE- ATTACH APPLICATION FORM TO
THE REQUIRED NARRATIVES AND SUPPORTING DOCUMENTS)



PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION
CITY OF FLINT

APPLICANT INFORMATION

ENTITY NAME	Flushing Place LDHA LP
REPRESENTATIVES NAME	Chris Potterpin
ADDRESS	1784 Hamilton Road, Okemos, MI 48864
TELEPHONE NUMBER	517-347-9662
E-MAIL ADDRESS	cpotterpin@pkhousing.com

GUARANTORS INFORMATION

ENTITY NAME	PK Companies LLC
ENTITY PRINCIPAL	Chris Potterpin
ADDRESS	1784 Hamilton Road, Okemos, MI 48864
TELEPHONE NUMBER	517-347-9662
E-MAIL ADDRESS	cpotterpin@pkhousing.com

ENTITY NAME	
ENTITY PRINCIPAL	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

PROJECT INFORMATION

PROJECT NAME	Flushing Place
ADDRESS OF PROJECT	847, 841, 833, 829, 823 N Stevenson Street, Flint, MI 48504
PARCEL ID	Full parcel ID's and legal descriptions are included in the application narrative.
LEGAL DESCRIPTION	

DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Chris Potterpin, PK Companies LLC
ARCHITECTURAL FIRM	Integrated Architecture
CONSTRUCTION PROJECT MANAGER	DW Lurvey Construction Co
GENERAL CONTRACTOR FOR PROJECT	DW Lurvey Construction Co.

Applicant is to attach items a-l as required in the narrative portion of the application.

- a. Background information
- b. Project description
- c. Project marketing/target market
- d. Ownership description/tax information
- e. Detailed development pro forma
- f. Operating pro forma
- g. Schedule of rents/income levels
- h. Housing market data supporting demand
- i. Proposed project timeline
- j. Conflicts of interest
- k. Application bonus point items
- l. MSHDA application for LIHTC credits

Flushing Place PILOT Application Narrative

a. Background Info

- i. Devel experience of team*
- ii. Describe corporate partnership structure.*

The partnership structure for Flushing Place LDHA LP will include both PK Companies LLC and Metro Community Development as co-general partners. Please see the attached PK Companies Resume package for a full overview of our company's development, construction, and management experience.

b. Describe Proposed Project

- i. Intended usage/target market*
- ii. Economic Impact*
- iii. Environmental Impact (include any mitigation actions taken)*
- iv. Impact on City infrastructure (transportation and utilities)*
- v. Impact on City services (police, fire, EMS, code enforcement)*
- vi. Square footage of the building and land to be renovated*
- vii. Architectural rendering to include the number and type of units*
- viii. Any other info to fully explain the project*

Flushing Place is the redevelopment of an entire block along within the University Corridor, bound by Flushing Road, Frost St, Stevenson, and Fifth Ave. The development project will be completed in phases with the first phase being a 9% LIHTC development at the corner of Flushing Road and Stevenson Road. The LIHTC development will include 60-apartment homes for families and individuals in need of affordable housing options in close proximity to community amenities.

The land area of the LIHTC portion of Flushing Place is approximately 1.448 acres or approximately 63,075 square feet. The building area of the LIHTC portion of Flushing Place is approximately 57,580 square feet. Please see the attached drawing and rent roll demonstrating the number and unit types within the Flushing Place LIHTC development.

The intended market for Flushing place is families and individuals in need of quality affordable housing in proximity to employment, goods and services in the city of Flint. The apartment homes will be made available to individuals and families with income at or below 60% of the Area Median Income (AMI), which translates to a maximum of approximately \$30,720 for a two-person household.

Along with the 60 apartment homes under the 9% LIHTC phase of Flushing Place, the project team will also be simultaneously developing an 84-unit market-rate townhouse style project. These new diverse housing opportunities, along with the new commercial and office space for community goods and services will replace a block that has long stood primarily vacant and has been gradually deteriorating. The construction of the development itself is anticipated to create around 150 jobs, while the new commercial and office space could create several new permanent employment positions.

A Phase I environmental study is being commissioned by PM Environmental. The report will detail any contamination or required remediation activity for the site. Once complete, the Flushing Place block will

resolve any existing environmental concerns or abatement. There are no uses planned for the site that will result in any future adverse environmental impacts.

The development of Flushing Place will include significant investment in site infrastructure, as well as upgrades to tie-ins and infrastructure located in the road right-of-way surrounding the development.

Flushing Place is expected to alleviate demand for city services as they relate to blighted and vacant property. The development of Flushing Place will bring additional site security reducing the need for visits by Police and Fire departments. Creating a vibrant neighborhood with Flushing Place will reduce the amount of crime that occurs in this area.

- 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*

Marketing for the finished apartment homes will follow an Affordable Fair Housing Marketing Plan (attached as an exhibit) as required by the MSHDA LIHTC program. This plan will be carried out by PK Housing & Management, an affiliate of PK Development Group (member of PK Metro Flushing Place LDHA LP). We expect to reach full occupancy within 8 months of completing construction.

- d. Briefly describe the ownership and tax info for this project:*
- i. State the location of the proposed project to include street address, parcel ID and the legal description*
 - ii. Name of the property owner at the time of application*
 - iii. If the applicant is not the current owner of record, attach a valid option to purchase*
 - iv. Describe any and all financing, options, and liens on the property*
 - v. State the current assessed value of the property*
 - vi. Are any assessments currently under appeal? If yes, describe.*

The Flushing Place project site is bound by Flushing Road, University Ave, Frost Street, and Stevenson Road. The redevelopment of this block will occur over several phases. For purposes of this application, the first phase, also the 9% LIHTC phase, will be constructed on the corner of Flushing Road and Stevenson Road. The street addresses, parcel numbers, current ownership entities, current assessed values, and legal descriptions are listed below:

- 841 N Stevenson Street (Parcel ID: 40-12-358-038)
Current Owner: DFPH, LLC
Assessed Value: \$123,200
Legal Description:
LOTS 16 AND 17, BLK A OF A. MCFARLAN'S REPLAT OF PARTS OF BLOCK 3, MCFARLAN & CO.'S COTTAGE GROVE ADDITION EXC BEG AT THE SE'LY COR OF SD LOT 17; TH N'LY TO THE LT ALONG A 30 DEG 49 MIN CURVE TO A PT ON N LINE OF SD LOT 16, 17.9 FT W OF W LINE OF STEVENSON ST; TH E'LY 17.9 FT ALONG SD N LINE TO W LINE OF STEVENSON ST; TH S'LY TO POB; ALSO EXC BEG ON THE N LINE OF SD LOT 16, 17.9 FT W OF THE NE COR OF SD LOT; TH W ALONG SD N LINE 81.8 FT; TH S 30 DEG 0 MIN E 0.66 FT; TH E'LY 81.81 FT TO POB; ALSO LOT 17, BLK 3 EXC S'LY 26 FT OF MCFARLAN & CO.'S COTTAGE GROVE ADDITION.

- 847 N Stevenson Street (Parcel ID: 40-12-358-052)
Current Owner: DFPH, LLC
Assessed Value: \$70,300
Legal Description:
A. MCFARLAN'S REPLAT OF PARTS OF BLOCK 3, MCFARLAN & CO.'S COTTAGE GROVE ADDITION LOTS 13 AND 14; ALSO LOT 15 EXC BEG AT A PT ON NLY LINE OF SD LOT, 0.1 FT ELY FROM NWLY COR OF SD LOT; TH SELY ALG A 30 DEG 49 MIN CURVE TO THE RIGHT TO A PT ON SLY LINE OF SD LOT, 17.9 FT WLY FROM SELY COR OF SD LOT; TH ELY ALG SD SLY LINE 17.9 FT TO SD SELY COR; TH NLY ALG ELY LINE 28.3 FT TO NELY COR OF SD LOT; TH WLY ALG NLY LINE OF SD LOT, 108.4 FT TO POB; ALSO PART OF LOT 16 DESC AS: BEG AT A PT ON NLY LINE OF SD LOT, 17.9 FT WLY FROM NELY COR OF SD LOT; TH WLY ALG SD NLY LINE, 81.80 FT; TH SLY = WITH ELY LINE OF SD LOT, 0.66 FT; TH ELY 81.81 FT TO POB, BLK A
- 823 Stevenson Street (Parcel ID: 40-12-358-041)
Current Owner: Arif, Ahmed A
Assessed Value: \$13,900
Legal Description:
MCFARLAN & CO.'S COTTAGE GROVE ADDITION LOT 15, BLK 3
- 829 Stevenson Street (Parcel ID: 40-12-358-040)
Current Owner: Hughes, Anna & Husna, Arif
Assessed Value: \$2,800
Legal Description:
MCFARLAN & CO.'S COTTAGE GROVE ADDITION SLY 48 FT OF LOT 16, BLK 3
- 833 Stevenson Street (Parcel ID: 40-12-358-039)
Current Owner: Husna Arif Properties, LLC
Assessed Value: \$15,000
Legal Description:
MCFARLAN & CO.'S COTTAGE GROVE ADDITION NLY 18 FT OF LOT 16, ALSO SLY 26 FT OF LOT 17, BLK 3

The project team is currently resolving final negotiations for Purchase Option Agreements on each of the aforementioned properties. Current drafts of these agreements are attached. Aside from these agreements, there are no other options, financing, or liens on the property, nor any assessments under appeal.

- e. *Provide a detailed development proforma 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 the attached development sources and uses.

- 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 the attached operating proforma.

- g. Provide a detailed schedule of rents and income limits of lessees.*

Please see the attached rent roll and income limits.

- h. Provide housing market data to show demand.*

A full market study for Flushing Place is currently being commissioned by Bowen National Research, as required by MSHDA for a LIHTC application. The market study report will be shared with the City of Flint once complete.

- i. State a proposed timeline for the Project to include:*
- i. Closing of the loan or contributing financing.*
 - ii. First expenditure of funds with regards to the project.*
 - iii. Anticipated date construction will begin*
 - iv. Anticipated date of completion*

Closing on the construction loan for Flushing Place will occur by the fourth quarter 2021, with construction commencing at that same time. The project team has already begun expenditure of funds with due diligence work including land acquisition, environmental investigation, site planning and design work. We anticipate the construction will be complete by September of 2022.

- j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members.*

There are no conflicts of interest between the applicant, it's guarantors, and City Personnel or City Council members.

- k. To receive application bonus points, address the following:*
- i. Mixed- use (PILOT ONLY applies to housing, not commercial SF)*
 - ii. Energy efficiency and green practices*
 - iii. Neighborhood and block club outreach (full list of outreach done)*
 - iv. External amenities (walkscore, proximity to transit, jobs, etc)*

The development will include a 5-story mixed use building on the corner of Flushing and Stevenson. This building will include approximately 60 apartment homes as well as 3,800 square feet of first floor commercial space.

The construction and development of the Flushing Place project will follow and adhere to Enterprise Green Building Standards for certification within that program as a new construction project.

The PK-Metro team has been very active in engaging stakeholders before moving forward with this project. We have presented plans and received input from the Mott Foundation, Genesee County Land Bank, Kettering University, and Hurley Hospital. We have worked diligently to refine and improve this project with the helpful input from each of our meetings. In addition, the project team has relied heavily on work done by the neighborhood group to envision the redevelopment of this land – Flushing Place seeks to drive that vision forward.

While the walkscore for the property is on the low end with a score of 42, due to the project location upon the University Avenue Corridor, there are several MTA bus stops within close walking distance of Flushing Place. This proximity to transportation will enable residents to access many nearby community amenities that may be just out of walking distance, as well as the downtown core of the city. There are many employment opportunities within close proximity, with large employers such as the Hurley Medical Center to the east and Kettering University to the west.

- 1. Include a copy of the completed MSHDA application for LIHTC within 30 days of submittal to MSHDA.*

A copy of the Flushing Place LIHTC application will be provided to the City of Flint once it has been submitted to MSHDA.

PK Development Group
Sources and Uses
Flushing Place - Mixed Use
Flint, MI

<u>Sources</u>	Construction	Permanent	Housing TC Acq Basis	Housing TC Rehab Basis	Amortized	Other
Interim Loan		-				
Construction Loan #1		-				
Housing Credit Equity	3,736,188	12,453,960				
Construction / Perm Loan #1	9,503,981	2,000,000				
Construction / Perm Loan #2	-	-				
Construction / Perm Loan #3	-	-				
Developer Equity	-	-				
GP Loan	-	-				
Mott Investment	-	-				
Grant #2						
Reserves Transferred						
Historic Tax Credit Equity						
Deferred Developer Fee	1,125,000	178,061				
Cash from Operations						
Total Sources	14,365,169	14,632,021				
<u>Uses</u>						
<i>Acquisition Costs</i>						
Acquisition - Cash	625,000		-			62,500
Acquisition - Debt Assumed	-		-			-
Acquisition Soft Costs	-		-			-
<i>Hard Costs</i>						
Building Costs - Residential	8,700,000			8,700,000		
Building Costs - Townhouses	-			-		
Site Work	1,475,000			1,475,000		
Contractor Profit & Fees	-			-		
Retail TI	120,000			-		
FF&E, Owner Items	-			-		
Contingency	508,750			508,750		
<i>Soft Costs</i>						
Architect & Engineering Fees	486,169			415,692		
Real Estate Legal	35,000			29,926		
Survey	10,500			8,978		
Capital Needs Assessment	-			-		
Appraisal	5,000			4,275		
Environmental	30,000			25,651		
Title, Recording, Taxes	50,000			42,752		
Builder's Risk & GL Insurance	30,000			25,651		
Real Estate Taxes	-			-		
Payment & Performance Bond	-			-		
Construction Interest	371,250			158,716		212,534
Interim Loan Fees	110,000			94,054		
Interim Lender Legal	30,000			25,651		
Accounting	20,000			20,000		
Relocation Costs/Marketing	15,000			-		
Developer Fees	1,500,000	-	-	1,500,000		
Market Study	6,000			6,000		
Tax Exempt Bond COI & Interest	-			-		
Soft Cost Contingency	75,000			64,128		
Permanent Loan #1 Fees		27,500			27,500	
Permanent Loan #1 Legal		15,000			15,000	
Permanent Loan #2 Fees	-				-	
Permanent Loan #2 Legal	-				-	
Syndicator Legal	-				-	
Tax Credit fees	112,500					112,500
Other Soft Cost #1	-					-
Other Soft Cost #2	-					-
Other Soft Cost #3	-					-
Leaseup Reserve	50,000					50,000
Operating Reserve (6 mos)		224,352				224,352
Replacement Reserve		-				-
Repair Escrow		-				-
Total Uses	14,365,169	14,632,021	-	13,105,225	42,500	661,886

LIHTC Allocation % 0.86

PK Development Group

Summary Proforma

Flushing Place - Mixed Use

Flint, MI

Construction

Base Year
20%

	1 2022	2 2023	3 2024	4 2025	5 2026	6 2027	7 2028	8 2029
Gross Rent Potential - Residential	467,424	467,424	476,772	486,308	496,034	505,955	516,074	526,395
Gross Rent Potential - Commercial	17,951	18,000	18,360	18,727	19,102	19,484	19,873	20,271
Commercial Reimbursement	16,953	17,000	17,510	18,035	18,576	19,134	19,708	20,299
Vacancy - Residential	(377,334)	(93,485)	(33,374)	(34,042)	(34,722)	(35,417)	(36,125)	(36,848)
Vacancy - Commercial	-	(1,800)	(1,836)	(1,873)	(1,910)	(1,948)	(1,987)	(2,027)
Other Income	-	-	-	-	-	-	-	-
Total Revenue	124,994	407,139	477,432	487,156	497,080	507,207	517,542	528,090
Administrative and Office Expense	12,534	25,000	25,750	26,523	27,318	28,138	28,982	29,851
Audit and Tax Return	6,016	12,000	12,360	12,731	13,113	13,506	13,911	14,329
Management Fees	33,840	33,840	34,855	35,901	36,978	38,087	39,230	40,407
Utilities - Gas	9,025	18,000	18,540	19,096	19,669	20,259	20,867	21,493
Utilities - Water and Sewer	25,068	50,000	51,500	53,045	54,636	56,275	57,964	59,703
Utilities - Electric	9,025	18,000	18,540	19,096	19,669	20,259	20,867	21,493
Elevator	5,014	10,000	10,300	10,609	10,927	11,255	11,593	11,941
Maintenance and Grounds	16,044	32,000	32,960	33,949	34,967	36,016	37,097	38,210
Commercial Taxes	6,016	12,000	12,360	12,731	13,113	13,506	13,911	14,329
Commercial Insurance	2,507	5,000	5,150	5,305	5,464	5,628	5,796	5,970
Marketing/Leasing	-	-	-	-	-	-	-	-
Property Taxes - 4% PILOT	6,440	12,846	15,554	15,837	16,124	16,417	16,714	17,016
Insurance	7,521	15,000	15,450	15,914	16,391	16,883	17,389	17,911
Payroll	32,589	65,000	66,950	68,959	71,027	73,158	75,353	77,613
	171,639	308,686	320,269	329,693	339,397	349,387	359,673	370,265
Net Operating Income	(46,645)	98,454	157,163	157,463	157,683	157,820	157,869	157,826
Replacement Reserve Funding								
Perm Loan #1 Payment	-	4,500	18,540	19,096	19,669	20,259	20,867	21,493
Perm Loan #2 Payment	-	27,474	109,895	109,895	109,895	109,895	109,895	109,895
Leaseup Reserve w/d	(35,000)	-	-	-	-	-	-	-
Net Cash Flow	(11,645)	66,480	28,729	28,472	28,119	27,666	27,108	26,438
DSCR - Hard Loans			1.26	1.26	1.26	1.25	1.25	1.24

PK Development Group

Summary Proforma

Flushing Place - Mixed Use

Flint, MI

	9	10	11	12	13	14	15
	2030	2031	2032	2033	2034	2035	2036
Gross Rent Potential - Residential	536,923	547,662	558,615	569,787	581,183	592,807	604,663
Gross Rent Potential - Commercial	20,676	21,090	21,512	21,942	22,381	22,828	23,285
Commercial Reimbursement	20,908	21,535	22,181	22,847	23,532	24,238	24,965
Vacancy - Residential	(37,585)	(38,336)	(39,103)	(39,885)	(40,683)	(41,496)	(42,326)
Vacancy - Commercial	(2,068)	(2,109)	(2,151)	(2,194)	(2,238)	(2,283)	(2,328)
Other Income	-	-	-	-	-	-	-
Total Revenue	538,855	549,841	561,054	572,496	584,175	596,094	608,258
Administrative and Office Expense	30,747	31,669	32,619	33,598	34,606	35,644	36,713
Audit and Tax Return	14,758	15,201	15,657	16,127	16,611	17,109	17,622
Management Fees	41,619	42,867	44,154	45,478	46,842	48,248	49,695
Utilities - Gas	22,138	22,802	23,486	24,190	24,916	25,664	26,434
Utilities - Water and Sewer	61,494	63,339	65,239	67,196	69,212	71,288	73,427
Utilities - Electric	22,138	22,802	23,486	24,190	24,916	25,664	26,434
Elevator	12,299	12,668	13,048	13,439	13,842	14,258	14,685
Maintenance and Grounds	39,356	40,537	41,753	43,005	44,295	45,624	46,993
Commercial Taxes	14,758	15,201	15,657	16,127	16,611	17,109	17,622
Commercial Insurance	6,149	6,334	6,524	6,720	6,921	7,129	7,343
Marketing/Leasing	-	-	-	-	-	-	-
Property Taxes - 4% PILOT	17,323	17,636	17,954	18,277	18,605	18,939	19,279
Insurance	18,448	19,002	19,572	20,159	20,764	21,386	22,028
Payroll	79,942	82,340	84,810	87,355	89,975	92,674	95,455
	381,169	392,397	403,958	415,861	428,117	440,736	453,730
Net Operating Income	157,686	157,444	157,096	156,635	156,058	155,357	154,528
Replacement Reserve Funding	22,138	22,802	23,486	24,190	24,916	25,664	26,434
Perm Loan #1 Payment	109,895	109,895	109,895	109,895	109,895	109,895	109,895
Perm Loan #2 Payment	-	-	-	-	-	-	-
Leaseup Reserve w/d	-	-	-	-	-	-	-
Net Cash Flow	25,654	24,748	23,715	22,550	21,247	19,799	18,200
DSCR - Hard Loans	1.23	1.23	1.22	1.21	1.19	1.18	1.17

Flushing Place - Mixed Use

Flint, MI

Rent Schedule - Residential

AMI Restriction	# of Bedrooms	# of Baths	# of Units	Current Gross Rent Per Unit	Rent Increase	Utility Allowance	Net Rent Per Unit	Total Monthly Rent
60%	1	1	24	700		85	615	14,760
60%	2	2	36	780		108	672	24,192
							-	-
							-	-
							-	-
							-	-
							-	-
							-	-
Totals			60					38,952
Annual Gross Rent Potential							467,424	

Project: Flushing Place Apartments
Flint, MI

The following information is being submitted as the Affirmative Fair Housing Marketing Plan for Flushing Place Apartments located in Flint, Michigan. Flushing Place is an affordable senior community that will operate with the funding provided by low income housing tax credits.

The intent of this document is to define what minority populations exist within the community and to outline the methods which will be used by PK Housing & Management to make these groups aware of the opportunity for them to reside at Flushing Place Apartments.

Flushing Place Apartment's Primary Market Area (PMA) consists of The City of Flint and Genesee County. For purposes of this report, Genesee County 2019 estimated census data is utilized. According to the census data, there was an estimated 405,813 people in the Primary Market area; of this group 13.4% were disabled and 28.3% were minority. The minority population consists of 20.3% black, 0.6% American Indian or Alaska Native, 1% Asian, 2.8% reporting two or more races, and 3.6% Hispanic or Latino. The target population least likely to apply for housing at Flushing Place Apartments is the minority and handicap population. The goal of PK Housing is to market at least 17 units of the total 60 units in the project to minority individuals and 8 units to disabled individuals. PK Housing and Management will make a concentrated effort through advertising, community outreach, and staff orientation and training using the methods outlined in the attached training schedule to accomplish this goal.

The community outreach portion of the Affirmative Marketing Plan will center round personal contact and written correspondence with business and industry, governmental agencies, and influential members of the minority/handicap population of the community. Chief operating officers of governmental agencies who deal with minority/handicap group members will be personally contacted and their assistance in reaching this target population will be solicited. Follow-up contact will be via letter/brochure describing the apartments and amenities. A partial list of these groups along with their addresses and telephone numbers are included as Exhibit B.

The method used to initiate contact with minority group members will be threefold and begin 120 days before the first units are released: newspaper, community outreach (business and industry); governmental agencies: contact with community groups whose membership is either primarily composed of minorities, or at least heavily represented by that segment of the population, and contact with well-known and/or influential individuals within the minority community itself.

The Regional Property Manager that will be responsible for supervising the marketing of Flushing Place Apartments and is responsible for the training and achievement of the Affirmative Marketing and Handicap Marketing goals. The Marketing Staff will meet as a group at least once a week to discuss individual prospects they have met. Each member will be instructed to take special note of all applicants who contact him or her, and to record after that person leaves his/her attitude toward the project in general, and the degree of interest in any specific unit. Staff members will be required to read the Affirmative Marketing Plan as a prerequisite to working at Flushing Place Apartments. Additionally, they will be asked to query all applicants as to how they heard about the apartments. This information will be continually evaluated so the advertising effort can be more effective.

PK Housing & Management's approach toward media advertising to attract members of minority groups will center on newspaper and flyer/brochure mailings. The largest newspaper in the area is the Flint Journal. The newspaper's readership is within the Primary Market Area. The classified section will be utilized weekly during the initial marketing of the project.

A flyer/brochure will be developed for Flushing Place Apartments if needed. The brochure will indicate location in relation to community amenities, unit layout, information on appliances, and will contain all necessary slogans and logos. The brochure as well as all advertising will contain the words "Equal Housing Opportunity" and logo as well as the wheelchair logo.

The Affirmative Marketing Plan and Handicap Marketing Plan are plans that are in place for the life of the mortgage, constructed to accomplish marketing of Flushing Place Apartments to a representative minority and handicap populations. If, after marketing efforts have begun, it is perceived that these goals can be better achieved by

advertising with different or additional agencies or individuals, these plans will be flexible enough to be changed and/or expanded.

The following is a breakdown of the overall annual marketing budget for Flushing Place Apartments. The portion of expenses utilized to implement this Affirmative Marketing Plan are noted.

Item	Affirmative Marketing	General	Total
Brochure/Flyers	\$156	\$446	\$602
Stationary	\$46	\$132	\$178
Newspaper	\$291	\$822	\$1,113
Signage	\$29	\$90	\$119
Open House	\$85	\$241	\$326
Postage	\$73	\$207	\$280
Staff	\$230	\$652	\$882
TOTAL	\$910	\$2,590	\$3,500

PK Housing & Management, as a Managing Agent, specializes in the management of subsidized housing that has been constructed under the HUD, MSHDA and Rural Development programs. All advertising contains the wheelchair logo to aid in achieving our handicapped goals. PK Housing & Management has been able to reach its Affirmative Marketing and Handicap goals on projects all over the state of Michigan, as well as Texas, Indiana, and Ohio to maintain its compliance with various funding programs.

PK Housing and Management also agrees to comply with the following requirements:

1. That a continuous outreach program will be conducted to maintain a well-balanced waiting list that will assure the meeting of the affirmative marketing goal at all times.
2. That a housing discrimination disclaimer clause shall be included in any preliminary and/or full application blank. (Pledge not to discriminate against applicants based on their race, sex, age, religion, national origin, familial status, or handicap.)
3. That the handicap logo will be in all advertisements, if the development has barrier free or accessible units.
4. That the MSHDA approved equal opportunity housing slogan or logo will be included in all advertising.
5. That a log of community contacts, daily traffic records, and any other record keeping materials be maintained for inspection and a copy of the AFHMP will be kept on site.
6. That all fair housing required signs will be posted in designated locations.
7. That the management agent, PK Housing and Management, has agreed to start the Affirmative Fair Housing Marketing efforts with respect to the "target population" at least 120 days prior to anticipated initial occupancy.
8. That any prospective residential preferences will be identified and made known.

Signature

Ronald Potterpin
Print Name

January 5, 2021
Date

President
Title

PK Housing & Management - Staff Training Schedule

PK Housing & Management has one annual training per year for its staff and Fair Housing is always a topic at our annual training.

In addition, Administrative and Site Management staff is required to take and pass Fair Housing I, Fair Housing II, and Preventing Sexual Harassment provided by Grace Hill; Essential Multifamily Educators online education annually. See listing below.

Maintenance staff is required to take and pass Fair Housing for Maintenance provided by Grace Hill online educators annually.

Other Fair Housing Training Seminars are also sought for additional training at all levels of our personnel.

**Flushing Place Apartments
Exhibit B**

Flint Housing Commission
3820 Richfield Rd
Flint, MI 49506
810-736-3050
Fax 810-736-0158
Director: Harold Ince, Jr.

The Disability Network
3600 Dort Hwy #54
Flint, MI 48507
810-742-1800
Director: Duncan Beagle

Family Service Agency of Mid Michigan
1422 West Court Street
Flint, MI 48503
801-767-4014 ext. 419
Director: Brooke Gow

Spectrum Human Services
711 Saginaw St
Flint, MI 48503
734-458-8736
Director: Barbara Fowkes

OPTION AGREEMENT

This Option Agreement, entered into this ____ day of October, 2020, between **UPTOWN REINVESTMENT CORPORATION**, a Michigan nonprofit corporation, of 503 S. Saginaw Street, Suite 1500, Flint, MI 48502 (hereinafter "Optionor"), and **PK DEVELOPMENT GROUP LLC** (or its assignee), a Michigan limited liability company, of 1784 Hamilton Road, Okemos, MI 48864 and **METRO COMMUNITY DEVELOPMENT**, a Michigan nonprofit corporation, of 503 S. Saginaw Street, Suite 804, Flint, MI 48502 (hereinafter the "Optionee"), is entered for the purpose of giving the Optionee exclusive rights to purchase the property described on Exhibit A ("Property"), pursuant to the Flushing Place Development Plan demonstrated by Exhibit B ("Development Plan").

1. **Term of Option.** This Option for the Property is effective from the date set forth above until the 1st day of _____, 20 ____.

2. **Earnest Money Deposit.** Optionee shall deposit in escrow with Cinnaire Title Services, LLC (the "Title Company") the sum of Five Thousand and No/100 (\$5,000.00) Dollars cash, deposited within five (5) Business Days (as defined below) of the Effective Date (the "Initial Earnest Money Deposit"). The Earnest Money Deposit shall be held in a non-interest bearing account. The Earnest Money Deposit shall be credited to the Purchase Price at closing and shall be non-refundable upon expiration of the last to expire of the contingency periods except as otherwise specifically provided. For purposes hereof, the phrase "Business Days" shall mean the days of the week other than Saturday, Sunday, or a day on which banking institutions in Detroit, Michigan are obligated or authorized by law or executive action to be closed to the transaction of normal banking business.

3. **Escrow Agent.** The Escrow Agent shall be Cinnaire Title Services LLC of 1118 S. Washington Avenue, Lansing, MI 48910.

4. **Method of Exercising Option.** To exercise this Option, the Optionee shall notify the Optionor in writing that it is exercising the Option, and shall either personally deliver to or mail by certified mail, return receipt requested, such notice to the Optionor. To be effective, said notice must be sent by the Optionee on or before the expiration date of this Option.

5. **Terms of Agreement.** Optionor and Optionee hereby agree to the following terms upon which this Option shall be contingent:

- A. **Tax Credits and Financing.** The obligations of Optionee hereunder are subject to Optionee's successful obtainment of LIHTC credits upon terms and conditions satisfactory to Optionee, in Optionee's sole discretion. Subject to securing the required PILOT, which shall be diligently pursued, Optionee shall timely submit its initial application to the Michigan State Housing Development Authority ("MSHDA") for the February 2021 funding round and shall diligently pursue such application. The obligations of Optionee hereunder are further subject to Optionee's prospective lender receiving an acceptable appraisal report.

- B. Optionee shall timely submit its initial application to the Michigan State Housing Development Authority ("MSHDA") for the February 2021 funding round and shall diligently pursue such application.

6. **Warranties and Representations.**

A. **Mutual Representations.** Each party represents and warrants to the other that: (1) it has full power and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement; and (2) all necessary actions have been taken to authorize the signatories herein to execute and deliver this Agreement and the other documents and instruments contemplated by this Agreement.

B. **Inducement.** Each party makes the representations and warranties made by it in order to induce the other to enter into this Agreement.

C. **Optionor's Representations and Warranties.** Optionor represents and warrants that each of the following are true as of the Effective Date and will be true as of the date of Closing and makes these representations and warranties with the understanding that each of said representations and warranties is material, notwithstanding any investigations, inspections or examinations made by or on behalf of Optionee, and has been relied upon by Optionee in connection herewith and shall survive the Closing of any sale made pursuant to this Agreement and the delivery of the warranty deed and other closing documents. Optionor shall indemnify, defend and hold Optionee and its members, partners, officers, directors, employees and agents harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties and damages, (including reasonable attorneys' fees) arising out of, resulting or related in any manner to a breach of any of these representations and warranties by Optionor. Optionee may not make a claim hereunder using any fact or event which is inconsistent with any representation or warranty, which fact or event it obtains actual knowledge prior to closing as a result of its due diligence or otherwise.

1. **Litigation.** Optionor has no actual knowledge of any litigation, claim, governmental proceeding or investigation of any kind or nature pending or threatened, or any orders, judgments of any court relating to Optionor or the Property, or against Optionor's title to or right to possess the Property and Optionor has no knowledge or reason to believe that anyone other than Optionor has any interest or right whatsoever in the Property, except as disclosed in the title commitment.

2. **Other Claims.** Except as otherwise disclosed to Optionee on the Title Commitment, Optionor has received no notice and has no knowledge of any condemnation or regular or special assessment, or proceeding concerning same, affecting either the whole or any part of the Property, and no federal, state or local taxing authority has asserted any tax deficiency, lien or assessment against the Property or Optionor or any officers of Optionor.

3. **Environmental Status.** To the best of Optionor's knowledge, except with respect to the asbestos flooring, which has been encapsulated, Optionor has not received any notice from any applicable governmental entity or to the best of

Optionor's knowledge any other person of the potential or actual existence of any hazardous material on, in, under or otherwise affecting the Property.

4. Construction Liens. Optionor represents and warrants that it has no knowledge of any claim for construction liens or of work done from which a construction lien could arise, and that all work done on the Property that could result in a construction lien has been paid or will be paid.

5. Ownership. To the best of Optionor's knowledge, it is the fee owner of the Property. Optionor has not granted, and shall not grant prior to closing, any option or rights of first refusal to third parties to acquire or purchase any interest in any of the Property that may impede Optionor's performance under this Agreement or remain outstanding after the Closing.

6. Bankruptcy. As of the Effective Date, there are no attachment, execution or assignment for the benefit of creditors or voluntary proceedings in bankruptcy or under other debtor relief law pending, contemplated by, or (to Optionor's knowledge) threatened against Optionor, or otherwise affecting all or any of the Property, other than any such action against an individual tenant. Optionor will, at closing, reaffirm this representation.

7. Condemnation. Optionor has not received any notice and has no actual knowledge of any pending or threatened condemnation or similar proceeding affecting any of the Property, or any pending public improvements in or adjoining any of the Property that could in any manner affect any of the Property.

8. Right to Possession. To the best of Optionor's knowledge, no person, firm, or corporation has a right to possession or is in possession of the Property or any portion thereof, as a lessee or tenant of Optionor or otherwise except as shown on the leases, rent roll and title report.

9. Optionor is not a foreign person as defined in Section 1445(f) (3) of the Internal Revenue Code and Regulations promulgated thereunder, which Optionor shall so certify at Closing.

Whenever a representation is qualified by the phrase "to Optionor's best knowledge" or by words of similar import, the accuracy of such representation shall be based solely on the actual knowledge without independent investigation or inquiry.

D. Optionee's Representations and Warranties. Optionee represents and warrants that each of the following are true as of the Effective Date and will be true as of the date of Closing and makes these representations and warranties with the understanding that each of said representations and warranties is material, notwithstanding any investigations, inspections or examinations made by or on behalf of Optionor, and has been relied upon by Optionor in connection herewith and shall survive the Closing of any sale made pursuant to this Agreement and the delivery of the warranty deed and other closing

documents, but shall be subject to the limitations set forth in Section 7.2 above. Optionee shall indemnify, defend and hold Optionor and its members, partners, officers, directors, employees and agents harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties and damages, (including reasonable attorneys' fees) arising out of, resulting or related in any manner to a breach of any of these representations and warranties by Optionee. Optionor may not make a claim hereunder using any fact or event which is inconsistent with any representation or warranty, which fact or event it obtains actual knowledge prior to closing as a result of its due diligence or otherwise.

1. Authority. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (i) be in violation of Optionee's organizational documents; (ii) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Optionee; or (iii) constitute a breach of any agreement to which Optionee is a party or by which Optionee is bound.

2. OFAC. Each of Optionee and those persons and entities having any direct or indirect ownership interest in Optionee is: (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and all modifications thereto or thereof (as used herein, the "**Annex**"); (ii) in full compliance with the requirements of the Patriot Act and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**"); (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Act; (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; (v) not listed as a "Specially Designated Terrorist" or as a "blocked" person on any lists maintained by the OFAC pursuant to the Patriot Act or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Act; (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person named in the Annex or any other list promulgated under the Patriot Act or any other person who has been determined to be subject to the prohibitions contained in the Patriot Act. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including Executive Order 13224 effective September 24, 2001 (collectively referred to as the "**Patriot Act**") are incorporated into this Section.

7. Contents of Real and Personal Property. Optionor shall retain ownership of all contents of the structures located on the Property and any personal property therein. Any contents or personal property left on the property when Optionee takes possession shall be considered

abandoned by Optionor. Optionor acknowledges that the structures will be demolished by Optionee shortly after closing and Optionor agrees to hold Optionee harmless for any loss of contents of the structures or personal property located on the Property when Optionee takes possession.

8. **Title**. Upon the execution of this Option Agreement, the Optionor shall have fifteen (15) days to provide a title commitment from the Escrow Agent in the amount of the Purchase Price insuring title in a form acceptable to Optionee. Optionor shall provide a fee simple title policy at closing and shall pay for the cost of said policy. If Optionor cannot provide marketable or insurable title, and/or the right to lease the Property in a form acceptable to Optionee, then Optionee shall be entitled to void this agreement.

8. **Assignment**. The Optionee has the sole right to assign this Option to any entity designated by Optionee without Optionor's consent.

9. **Taxes and Assessments**. All real estate taxes to date, shall be prorated as of date of Closing.

10. **Optionee's Right to Rezone**. Optionor agrees that the Optionee shall have the right during the Option period to apply for whatever municipal approvals are necessary to utilize the property for its intended use and that the Optionor shall support, and cooperate with any such approvals by Optionee.

11. **Site Inspection Rights**: Upon reasonable notice to Optionor, Optionee, and Optionee's agents, employees, contractors and consultants, shall have access to the Property to conduct such inspections, investigations, appraisals, tests and determinations of the Property as Optionee shall desire in order to determine, in Optionee's sole opinion, that the condition of the Property is acceptable and that the Property is suitable for Optionee's intended use. The cost of any and all such inspections, investigations, appraisals, tests and determinations shall be paid by the Optionee. Any report obtained shall be kept confidential and disclosed only to those necessary to effect this transaction. In the event Optionee discovers an environmental condition to which it objects, Optionee shall notify Optionor of such objection. Optionor shall have the right, but not the obligation, to correct such objection within thirty (30) days of notice of such objection which correction may be acceptable to Optionee in its sole discretion.

Optionee and its agents, employees and independent contractors shall have an irrevocable license and right to enter upon the Property during normal business hours after at least 48 hours prior notice to Optionor, for engineering, inspection and other purposes, including, but not limited to, feasibility studies, environmental inspections, the establishment of boundaries, the examination of any and all utilities and/or mechanical devices or equipment contained on the Property and the examination of the interior of and exterior to buildings and such other investigations as Optionee's lender may require. All such entries shall be at the risk of Optionee and its agents, employees and independent contractors and Optionor shall have no liability arising from these parties' entries. Optionee shall restore the Property to the same condition that existed prior to such entry. Optionee hereby indemnifies and holds Optionor harmless from any and all loss, claim, actions, demand and liability, including reasonable attorneys' fees that may arise against Optionor or the Property by virtue of Optionee's or its employees and agents, actions in connection with this Agreement.

12. **Transfer Documents.** Optionor shall convey title to the Real Estate by a warranty deed acceptable to the Title Company as good and sufficient to convey marketable and insurable title to the Real Estate in the title condition provided for in this Agreement, plus the divisions to which Optionor may be entitled under Section 108 of the Land Division Act, 1967 P.A. 208; Optionor shall execute and deliver any other Closing or transfer documents that Optionee and the Title Company may reasonably require, including but not limited to an Owner's Affidavit.

13. **Closing.** Closing of this transaction shall occur by the payment of the full purchase price of Three Hundred Fifty Thousand and No/100 dollars (\$350,000.00). Closing shall be consummated within thirty (30) days of the exercise of this Option, or upon mutual agreement between Optionor and Optionee. Optionee shall have possession at time of closing.

14. **Notices.** All notices, demand and other communications hereunder shall be in writing and shall be deemed to have been duly given when physically delivered or seven days after having been deposited in the United States Mail, addressed to the recipient, as follows:

If to Optionor:

Uptown Reinvestment Corporation
503 S. Saginaw Street, Suite 1500
Flint, MI 48502
Phone:
Email: jmartin@mott.org

If to Optionee:

PK Development Group LLC
1784 Hamilton Road
Okemos, MI 48864
Phone: 517-347-9662
Email: cpotterpin@pkhousing.com

15. **Risk of Loss.** If the Real Estate is materially damaged or destroyed by a casualty or taken, in whole or part, by eminent domain between the Effective Date and the Closing Date, then Optionor and Optionee shall negotiate in good faith to adjust the Purchase Price to reflect the change in fair market value. If the parties cannot agree on an adjusted Purchase Price within twenty (20) days following the applicable event (the "Election Period"), then Optionee shall elect, by giving written notice to Optionor, either to: (A) terminate this Agreement, in which case the Optionor shall return the Earnest Money Deposit to Optionee and this Agreement shall thereupon be null and void and neither party shall have any rights or obligations hereunder; or (B) close the transaction contemplated by this Agreement, in which case Optionee shall be entitled to any insurance proceeds less proceeds already expended to repair the Property (with payment by Optionor of any insurance deductible) or condemnation award resulting from such damage, destruction, condemnation or taking and shall have the absolute right to handle the negotiations and/or suit regarding same. If Optionee fails to notify Optionor by the expiration of the Election Period, Optionee shall be deemed to have elected option (B).

16. **Termination; Defaults and Remedies.**

A. **Optionor's Default.** If Optionor breaches or defaults in the performance of its obligations hereunder, which default is not due to the fault of Optionee, Optionee may, at its option, to the exclusion of any other remedies, (a) specifically enforce the terms of this Agreement in a court of equity or (b) terminate this Agreement and receive a refund of its Deposit, and Additional Deposit, if applicable, in which event neither party shall have any other or further liability hereunder.

B. **Optionee's Default.** Except as otherwise expressly provided herein, in the event Optionee breaches or defaults in the performance of its obligations hereunder, then provided Optionor is not also in default, Optionor shall, as its sole and exclusive remedy on account of Optionee's default, receive the Earnest Money Deposit as liquidated damages and neither party shall have any further liability or obligation to the other. Optionee acknowledges and agrees that actual damages in such event of default are uncertain in amount and difficult to ascertain and that the foregoing amount of liquidated

17. **Utilities and Survey.** Optionee assumes responsibility for the extension of utilities, roadways, surveys, permits, engineering as well as other fees pertaining to the easement of the property. Optionee agrees to extend the utility, water and sewer connection rights with the Property at no additional cost to the Optionor. Further, all property bordering the road, upon installation, will be final graded and seeded or appropriately landscaped.

18. **Miscellaneous.**

A. **Entire Agreement.** This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by instrument in writing signed by the parties hereto.

B. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

C. **Time of Essence.** Time is of the essence in the performance by each party hereto of its obligations under this Agreement.

D. **Further Documents and Actions.** The parties hereto agree that at any time or from time to time after the execution of this Agreement and the Closing, they shall, upon the request of the other, execute and deliver such further documents and do such further actions and things as may be reasonably requested in order to fully effect the purposes of this Agreement.

E. **Assignment.** Optionee shall have the right to assign this Agreement and its rights hereunder at anytime prior to Closing without the consent of Optionor to any entity. In the event of such a transfer, the transferee shall assume the rights of the Optionee and the Optionee shall remain liable hereunder.

F. **Construction.** This Agreement shall not be construed more strictly against any one party than against any other party, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all of the parties

hereto and their respective counsel have contributed substantially and materially to the preparation of this Agreement.

G. **Counterparts.** This Agreement may be executed in any number of identical counterparts, any one of which may contain the signatures of less than all of the parties hereto, but all of which taken together shall constitute but one and the same agreement.

H. **Amendment.** This Agreement cannot be amended or modified except by a writing signed by all of the parties to be affected thereby.

I. **No Waiver of Rights.** Except as otherwise expressly provided herein, no failure or delay on the part of any party hereto in the exercise of any power or right hereunder shall operate as a waiver of such power or right with respect to any other term, provision or condition hereof and all rights and remedies hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

J. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but if any such provision is invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provision of the affected document.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement the day and year first written above.

WITNESS:

OPTIONOR:

Uptown Reinvestment Corporation, a Michigan
nonprofit corporation

By: _____

Address: 503 S. Saginaw Street, Suite 1500
Flint, MI 48502

OPTIONEE:

PK Development Group, LLC, a Michigan limited
liability company

By: _____

Chris Potterpin, Member

Address: 1784 Hamilton Rd
Okemos, MI 48864

EXHIBIT A – Legal Description of the Property

- 847 N Stevenson Street, Flint, MI 48504

Legal Description: A. MCFARLAN'S REPLAT OF PARTS OF BLOCK 3, MCFARLAN & CO.'S COTTAGE GROVE ADDITION LOTS 13 AND 14; ALSO LOT 15 EXC BEG AT A PT ON NLY LINE OF SD LOT, 0.1 FT ELY FROM NWLY COR OF SD LOT; TH SELY ALG A 30 DEG 49 MIN CURVE TO THE RIGHT TO A PT ON SLY LINE OF SD LOT, 17.9 FT WLY FROM SELY COR OF SD LOT; TH ELY ALG SD SLY LINE 17.9 FT TO SD SELY COR; TH NLY ALG ELY LINE 28.3 FT TO NELY COR OF SD LOT; TH WLY ALG NLY LINE OF SD LOT, 108.4 FT TO POB; ALSO PART OF LOT 16 DESC AS: BEG AT A PT ON NLY LINE OF SD LOT, 17.9 FT WLY FROM NELY COR OF SD LOT; TH WLY ALG SD NLY LINE, 81.80 FT; TH SLY = WITH ELY LINE OF SD LOT, 0.66 FT; TH ELY 81.81 FT TO POB, BLK A

- 841 N Stevenson Street, Flint, MI 48504

Legal Description: LOTS 16 AND 17, BLK A OF A. MCFARLAN'S REPLAT OF PARTS OF BLOCK 3, MCFARLAN & CO.'S COTTAGE GROVE ADDITION EXC BEG AT THE SE'LY COR OF SD LOT 17; TH N'LY TO THE LT ALONG A 30 DEG 49 MIN CURVE TO A PT ON N LINE OF SD LOT 16, 17.9 FT W OF W LINE OF STEVENSON ST; TH E'LY 17.9 FT ALONG SD N LINE TO W LINE OF STEVENSON ST; TH S'LY TO POB; ALSO EXC BEG ON THE N LINE OF SD LOT 16, 17.9 FT W OF THE NE COR OF SD LOT; TH W ALONG SD N LINE 81.8 FT; TH S 30 DEG 0 MIN E 0.66 FT; TH E'LY 81.81 FT TO POB; ALSO LOT 17, BLK 3 EXC S'LY 26 FT OF MCFARLAN & CO.'S COTTAGE GROVE ADDITION.

OPTION AGREEMENT

This Option Agreement, entered into this ____ day of January, 2021, between **DR. AHMED ARIF**, of 1201 Flushing Road, Flint, MI 48504 (hereinafter "Optionor"), and **PK DEVELOPMENT GROUP LLC** (or its assignee), a Michigan limited liability company, of 1784 Hamilton Road, Okemos, MI 48864 and **METRO COMMUNITY DEVELOPMENT**, a Michigan nonprofit corporation, of 503 S. Saginaw Street, Suite 804, Flint, MI 48502 (hereinafter collectively the "Optionee"), is entered for the purpose of giving the Optionee exclusive rights to purchase the property described on Exhibit A ("Property"), pursuant to the Flushing Place Development Plan demonstrated by Exhibit B ("Development Plan").

1. **Term of Option.** This Option for the Property is effective from the date set forth above until the 1st day of November, 2022.

2. **Earnest Money Deposit.** Optionee shall deposit in escrow with Cinnaire title Services, LLC (the "Title Company") the sum of Five Thousand and No/100 (\$5,000.00) Dollars cash, deposited within five (5) Business Days (as defined below) of the Effective Date (the "Initial Earnest Money Deposit"). The Earnest Money Deposit shall be held in a non-interest bearing account. The Earnest Money Deposit shall be credited to the Purchase Price at closing and shall be non-refundable upon expiration of the last to expire of the contingency periods except as otherwise specifically provided. For purposes hereof, the phrase "Business Days" shall mean the days of the week other than Saturday, Sunday, or a day on which banking institutions in Detroit, Michigan are obligated or authorized by law or executive action to be closed to the transaction of normal banking business.

3. **Escrow Agent.** The Escrow Agent shall be Cinnaire Title Services LLC of 1118 S. Washington Avenue, Lansing, MI 48910.

4. **Method of Exercising Option.** To exercise this Option, the Optionee shall notify the Optionor in writing that it is exercising the Option, and shall either personally deliver to or mail by certified mail, return receipt requested, such notice to the Optionor. To be effective, said notice must be sent by the Optionee on or before the expiration date of this Option.

5. **Terms of Agreement.** Optionor and Optionee hereby agree to the following terms upon which this Option shall be contingent:

A. Optionor shall receive a 15% net gain in parking spaces for the operation of his medical offices located at 1201 Flushing Road, Flint, MI 48504 during the first phase of construction under the Development Plan. The offices are currently served by 76 parking spaces and the final site shall therefore provide 88 parking spaces for use by the Optionor. Layout and design of the new parking area shall be subject to Optionor approval.

B. Optionor shall be granted and opportunity to review and approve the final site plan and massing for the first phase of the Development Plan.

E. Tax Credits, PILOT and Financing. The obligations of Optionee hereunder are subject to the following: (i) Optionee's successful obtainment of LIHTC credits upon terms and conditions satisfactory to Optionee, in Optionee's sole discretion; (ii) securing the required PILOT, which shall be diligently pursued; (iii) Receipt of a Commitment from a lender acceptable to Optionee for a construction and permanent loan; and (iv) Optionors compliance with the Letter Agreement dated November 24, 2020,

D. Optionee shall timely submit its initial application to the Michigan State Housing Development Authority ("MSHDA") for the February 2021 funding round and shall diligently pursue such application.

6. **Warranties and Representations.**

A. **Mutual Representations.** Each party represents and warrants to the other that: (1) it has full power and authority to enter into this Agreement and consummate the transactions contemplated by this Agreement; and (2) all necessary actions have been taken to authorize the signatories herein to execute and deliver this Agreement and the other documents and instruments contemplated by this Agreement.

B. **Inducement.** Each party makes the representations and warranties made by it in order to induce the other to enter into this Agreement.

C. **Optionor's Representations and Warranties.** Optionor represents and warrants that each of the following are true as of the Effective Date and will be true as of the date of Closing and makes these representations and warranties with the understanding that each of said representations and warranties is material, notwithstanding any investigations, inspections or examinations made by or on behalf of Optionee, and has been relied upon by Optionee in connection herewith and shall survive the Closing of any sale made pursuant to this Agreement and the delivery of the warranty deed and other closing documents. Optionor shall indemnify, defend and hold Optionee and its members, partners, officers, directors, employees and agents harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties and damages, (including reasonable attorneys' fees) arising out of, resulting or related in any manner to a breach of any of these representations and warranties by Optionor.

1. **Litigation.** Optionor has no actual knowledge of any litigation, claim, governmental proceeding or investigation of any kind or nature pending or threatened, or any orders, judgments of any court relating to Optionor or the Property, or against Optionor's title to or right to possess the Property and Optionor has no knowledge or reason to believe that anyone other than Optionor has any interest or right whatsoever in the Property, except as disclosed in the title commitment.

2. **Other Claims.** Except as otherwise disclosed to Optionee on the Title Commitment, Optionor has received no notice and has no knowledge of any condemnation or regular or special assessment, or proceeding concerning same, affecting either the whole or any part of the Property, and no federal, state or local taxing authority has asserted any tax deficiency, lien or assessment against the Property or Optionor or any officers of Optionor.

3. Environmental Status. To the best of Optionor's knowledge, except with respect to the asbestos flooring, which has been encapsulated, Optionor has not received any notice from any applicable governmental entity or to the best of Optionor's knowledge any other person of the potential or actual existence of any hazardous material on, in, under or otherwise affecting the Property.

4. Construction Liens. Optionor represents and warrants that it has no knowledge of any claim for construction liens or of work done from which a construction lien could arise, and that all work done on the Property that could result in a construction lien has been paid or will be paid.

5. Ownership. To the best of Optionor's knowledge, it is the fee owner of the Property. Optionor has not granted, and shall not grant prior to closing, any option or rights of first refusal to third parties to acquire or purchase any interest in any of the Property that may impede Optionor's performance under this Agreement or remain outstanding after the Closing.

6. Bankruptcy. As of the Effective Date, there are no attachment, execution or assignment for the benefit of creditors or voluntary proceedings in bankruptcy or under other debtor relief law pending, contemplated by, or (to Optionor's knowledge) threatened against Optionor, or otherwise affecting all or any of the Property, other than any such action against an individual tenant. Optionor will, at closing, reaffirm this representation.

7. Condemnation. Optionor has not received any notice and has no actual knowledge of any pending or threatened condemnation or similar proceeding affecting any of the Property, or any pending public improvements in or adjoining any of the Property that could in any manner affect any of the Property.

8. Right to Possession. To the best of Optionor's knowledge, no person, firm, or corporation has a right to possession or is in possession of the Property or any portion thereof, as a lessee or tenant of Optionor or otherwise except as shown on the leases, rent roll and title report.

9. Optionor is not a foreign person as defined in Section 1445(f) (3) of the Internal Revenue Code and Regulations promulgated thereunder, which Optionor shall so certify at Closing.

Whenever a representation is qualified by the phrase "to Optionor's best knowledge" or by words of similar import, the accuracy of such representation shall be based solely on the actual knowledge without independent investigation or inquiry.

D. Optionee's Representations and Warranties. Optionee represents and warrants that each of the following are true as of the Effective Date and will be true as of the date of Closing and makes these representations and warranties with the understanding

that each of said representations and warranties is material, notwithstanding any investigations, inspections or examinations made by or on behalf of Optionor, and has been relied upon by Optionor in connection herewith and shall survive the Closing of any sale made pursuant to this Agreement and the delivery of the warranty deed and other closing documents. Optionee shall indemnify, defend and hold Optionor and its members, partners, officers, directors, employees and agents harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties and damages, (including reasonable attorneys' fees) arising out of, resulting or related in any manner to a breach of any of these representations and warranties by Optionee.

1. Authority. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will: (i) be in violation of Optionee's organizational documents; (ii) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Optionee; or (iii) constitute a breach of any agreement to which Optionee is a party or by which Optionee is bound.

2. OFAC. Each of Optionee and those persons and entities having any direct or indirect ownership interest in Optionee is: (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and all modifications thereto or thereof (as used herein, the "**Annex**"); (ii) in full compliance with the requirements of the Patriot Act and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**"); (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Act; (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; (v) not listed as a "Specially Designated Terrorist" or as a "blocked" person on any lists maintained by the OFAC pursuant to the Patriot Act or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Act; (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person named in the Annex or any other list promulgated under the Patriot Act or any other person who has been determined to be subject to the prohibitions contained in the Patriot Act. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including Executive Order 13224 effective September 24, 2001 (collectively referred to as the "**Patriot Act**") are incorporated into this Section.

7. Contents of Real and Personal Property. Optionor shall retain ownership of all contents of the structures located on the Property and any personal property therein. Any contents

or personal property left on the property when Optionee takes possession shall be considered abandoned by Optionor. Optionor acknowledges that the structures will be demolished by Optionee shortly after closing and Optionor agrees to hold Optionee harmless for any loss of contents of the structures or personal property located on the Property when Optionee takes possession.

8. **Title.** Upon the execution of this Option Agreement, the Optionor shall have fifteen (15) days to provide a title commitment from the Escrow Agent in the amount of the Purchase Price insuring title in a form acceptable to Optionee. Optionor shall provide a fee simple title policy at closing and shall pay for the cost of said policy. If Optionor cannot provide marketable or insurable title, and/or the right to lease the Property in a form acceptable to Optionee, then Optionee shall be entitled to void this agreement.

8. **Assignment.** The Optionee has the sole right to assign this Option to any entity designated by Optionee without Optionor's consent.

9. **Taxes and Assessments.** All real estate taxes as of the Closing Date, shall be prorated as of date of Closing.

10. **Optionee's Right to Rezone.** Optionor agrees that the Optionee shall have the right during the Option period to apply for whatever municipal approvals are necessary to utilize the property for its intended use and that the Optionor shall support, and cooperate with any such approvals by Optionee.

11. **Site Inspection Rights:** Upon reasonable notice to Optionor, Optionee, and Optionee's agents, employees, contractors and consultants, shall have access to the Property to conduct such inspections, investigations, appraisals, tests and determinations of the Property as Optionee shall desire in order to determine, in Optionee's sole opinion, that the condition of the Property is acceptable and that the Property is suitable for Optionee's intended use. The cost of any and all such inspections, investigations, appraisals, tests and determinations shall be paid by the Optionee. Any report obtained shall be kept confidential and disclosed only to those necessary to effect this transaction. In the event Optionee discovers an environmental condition to which it objects, Optionee shall notify Optionor of such objection. Optionor shall have the right, but not the obligation, to correct such objection within thirty (30) days of notice of such objection which correction may be acceptable to Optionee in its sole discretion.

Optionee and its agents, employees and independent contractors shall have an irrevocable license and right to enter upon the Property during normal business hours after at least 48 hours prior notice to Optionor, for engineering, inspection and other purposes, including, but not limited to, feasibility studies, environmental inspections, the establishment of boundaries, the examination of any and all utilities and/or mechanical devices or equipment contained on the Property and the examination of the interior of and exterior to buildings and such other investigations as Optionee's lender may require. All such entries shall be at the risk of Optionee and its agents, employees and independent contractors and Optionor shall have no liability arising from these parties' entries. Optionee shall restore the Property to the same condition that existed prior to such entry. Optionee hereby indemnifies and holds Optionor harmless from any and all loss, claim, actions, demand and liability, including reasonable attorneys' fees that may arise against Optionor or the Property by virtue of Optionee's or its employees and agents, actions in connection with this Agreement.

12. **Transfer Documents.** Optionor shall convey title to the Real Estate by a warranty deed acceptable to the Title Company as good and sufficient to convey marketable and insurable title to the Real Estate in the title condition provided for in this Agreement, plus the divisions to which Optionor may be entitled under Section 108 of the Land Division Act, 1967 P.A. 208; Optionor shall execute and deliver any other Closing or transfer documents that Optionee and the Title Company may reasonably require, including but not limited to an Owner's Affidavit.

13. **Closing.** Closing of this transaction shall occur by the payment of the full purchase price of Two Hundred Fifty Thousand and No/100 dollars (\$250,000.00). Closing shall be consummated within thirty (30) days of the exercise of this Option, or upon mutual agreement between Optionor and Optionee. Optionee shall have possession at time of closing.

14. **Closing Costs.**

A. Optionor shall be responsible for the costs of the Owners Policy title insurance; transfer tax and fifty (50%) of the closing fee charged by Escrow Agent;

B. Optionee shall be responsible for recording fees and fifty (50%) percent of the Closing Fee charged by the Escrow Agent;

14. **Notices.** All notices, demand and other communications hereunder shall be in writing and shall be deemed to have been duly given when physically delivered or seven days after having been deposited in the United States Mail, addressed to the recipient, as follows:

If to Optionor:

Dr. Ahmed Arif
1201 Flushing Road
Flint, MI 48504
Phone:
Email: aarif70@hotmail.com

If to Optionee:

PK Development Group LLC
1784 Hamilton Road
Okemos, MI 48864
Phone: 517-347-9662
Email: cpotterpin@pkhousing.com

15. **Risk of Loss.** If the Real Estate is materially damaged or destroyed by a casualty or taken, in whole or part, by eminent domain between the Effective Date and the Closing Date, then Optionor and Optionee shall negotiate in good faith to adjust the Purchase Price to reflect the change in fair market value. If the parties cannot agree on an adjusted Purchase Price within twenty (20) days following the applicable event (the "Election Period"), then Optionee shall elect,

by giving written notice to Optionor, either to: (A) terminate this Agreement, in which case the Optionor shall return the Earnest Money Deposit to Optionee and this Agreement shall thereupon be null and void and neither party shall have any rights or obligations hereunder; or (B) close the transaction contemplated by this Agreement, in which case Optionee shall be entitled to any insurance proceeds less proceeds already expended to repair the Property (with payment by Optionor of any insurance deductible) or condemnation award resulting from such damage, destruction, condemnation or taking and shall have the absolute right to handle the negotiations and/or suit regarding same. If Optionee fails to notify Optionor by the expiration of the Election Period, Optionee shall be deemed to have elected option (B).

16. **Termination; Defaults and Remedies.**

A. **Optionor's Default.** If Optionor breaches or defaults in the performance of its obligations hereunder, which default is not due to the fault of Optionee, Optionee may, at its option, to the exclusion of any other remedies, (a) specifically enforce the terms of this Agreement in a court of equity or (b) terminate this Agreement and receive a refund of its Deposit, and Additional Deposit, if applicable, in which event neither party shall have any other or further liability hereunder.

B. **Optionee's Default.** Except as otherwise expressly provided herein, in the event Optionee breaches or defaults in the performance of its obligations hereunder, then provided Optionor is not also in default, Optionor shall, as its sole and exclusive remedy on account of Optionee's default, receive the Earnest Money Deposit as liquidated damages and neither party shall have any further liability or obligation to the other. Optionee acknowledges and agrees that actual damages in such event of default are uncertain in amount and difficult to ascertain and that the foregoing amount of liquidated

17. **Utilities and Survey.** Optionee assumes responsibility for the extension of utilities, roadways, surveys, permits, engineering as well as other fees pertaining to the easement of the property. Optionee agrees to extend the utility, water and sewer connection rights with the Property at no additional cost to the Optionor. Further, all property bordering the road, upon installation, will be final graded and seeded or appropriately landscaped.

18. **Miscellaneous.**

A. **Entire Agreement.** This Agreement constitutes the entire contract between the parties hereto, and may not be modified except by instrument in writing signed by the parties hereto.

B. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

C. **Time of Essence.** Time is of the essence in the performance by each party hereto of its obligations under this Agreement.

D. **Further Documents and Actions.** The parties hereto agree that at any time or from time to time after the execution of this Agreement and the Closing, they shall, upon the request of the other, execute and deliver such further documents and do such further

actions and things as may be reasonably requested in order to fully effect the purposes of this Agreement.

E. **Assignment.** Optionee shall have the right to assign this Agreement and its rights hereunder at anytime prior to Closing without the consent of Optionor to any entity. In the event of such a transfer, the transferee shall assume the rights of the Optionee and the Optionee shall remain liable hereunder.

F. **Construction.** This Agreement shall not be construed more strictly against any one party than against any other party, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all of the parties hereto and their respective counsel have contributed substantially and materially to the preparation of this Agreement.

G. **Counterparts.** This Agreement may be executed in any number of identical counterparts, any one of which may contain the signatures of less than all of the parties hereto, but all of which taken together shall constitute but one and the same agreement.

H. **Amendment.** This Agreement cannot be amended or modified except by a writing signed by all of the parties to be affected thereby.

I. **No Waiver of Rights.** Except as otherwise expressly provided herein, no failure or delay on the part of any party hereto in the exercise of any power or right hereunder shall operate as a waiver of such power or right with respect to any other term, provision or condition hereof and all rights and remedies hereunder are cumulative and shall not be deemed exclusive of any other rights or remedies provided by law.

J. **Severability.** Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law, but if any such provision is invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provision of the affected document.

Signature page to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Option Agreement the day and year first written above.

WITNESS:

OPTIONOR:

By: _____
Dr. Ahmed Arif
Address: 1201 Flushing Road
Flint, MI 48504

OPTIONEE:

PK Development Group, LLC, a Michigan limited liability company

By: _____
Chris Potterpin, Member
Address: 1784 Hamilton Rd
Okemos, MI 48864

EXHIBIT A – Legal Description of the Property

820 Frost Street, Flint, MI 48504 –

McFARLAN & CO'S COTTAGE GROVE ADDITION LOTS 27, 28, 29 AND 30, BLK 3
PROPERTY EXEMPT FROM AD VALOREM TAXES AND ASSESSED ON THE SPECIAL
ACT ROLL PURSUANT TO PA 261 OF 2003 EXPIRING 12/30/2021

823 Stevenson Street, Flint, MI 48504 –

McFARLAN & CO.'S COTTAGE GROVE ADDITION LOT 15, BLK 3

829 Stevenson Street, Flint, MI 48504 –

McFARLAN & CO.'S COTTAGE GROVE ADDITION SLY 48 FT OF LOT 16, BLK 3

833 Stevenson Street, Flint, MI 48504 –

McFARLAN & CO.'S COTTAGE GROVE ADDITION NLY 18 FT of LOT 16; ALSO SLY 26
FT OF LOT 17, BLK 3

210044

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning, Article I, In General, by repealing said Article and adopting Article I, Title, Purpose and Scope, which shall read in its entirety as follows:

ARTICLE 1 TITLE, PURPOSE AND SCOPE

§ 50-01. TITLE.

THIS CHAPTER SHALL BE KNOWN AS THE "ZONING ORDINANCE" OF THE CITY OF FLINT, MICHIGAN.

§ 50-02. AUTHORITY

THIS CHAPTER IS ENACTED PURSUANT TO THE AUTHORITY GRANTED BY THE MICHIGAN ZONING ENABLING ACT 12 OF THE PUBLIC ACTS OF 2008, AS AMENDED.

§ 50-03. PURPOSE AND INTENT

THIS CHAPTER IS NECESSARY TO PROMOTE THE PUBLIC HEALTH, SAFETY, MORALS AND GENERAL WELFARE OF THE CITY OF FLINT (CITY) AS WELL AS TO:

A. MEET THE NEEDS OF THE CITY'S CITIZENS FOR FOOD, FIBER, ENERGY AND OTHER NATURAL RESOURCES;

B. PROVIDE PLACES FOR RESIDENCE, RECREATION, INDUSTRY, TRADE, SERVICES, AND OTHER USES OF LAND;

C. ENSURE USES OF LAND ARE SITUATED IN APPROPRIATE LOCATIONS;

D. LIMIT INAPPROPRIATE OVERCROWDING OF LAND AND CONGESTION OF POPULATION, TRANSPORTATION SYSTEMS AND NETWORKS, AND OTHER PUBLIC FACILITIES;

E. FACILITATE ADEQUATE, EFFICIENT AND SUSTAINABLE PUBLIC INFRASTRUCTURE AND SYSTEMS FOR TRANSPORTATION, SANITARY AND STORM SEWAGE COLLECTION AND DISPOSAL, POTABLE WATER, RECREATION AND OTHER PUBLIC SERVICES AND AMENITIES FOR ALL OF FLINT;

F. PROMOTES THE SOCIALLY EQUITABLE DEVELOPMENT OF OUR BUILT AND NATURAL ENVIRONMENTS;

G. PROMOTE A BALANCED SUPPLY OF COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND TRANSPORTATION LAND USES THAT ARE COMPATIBLE WITH ADJACENT LAND USES AND HAVE GOOD ACCESS TO PUBLIC INFRASTRUCTURE;

H. PRESERVE THE OVERALL QUALITY OF LIFE FOR RESIDENTS AND VISITORS;

I. PROTECT THE CHARACTER

**AND QUALITY OF
ESTABLISHED RESIDENTIAL
NEIGHBORHOODS;**

- J. ALLOW FOR AND ADVANCE
INNOVATION IN NEW
RESIDENTIAL
DEVELOPMENT AND
REDEVELOPMENT THAT
MEETS THE DEMAND FOR
HOUSING WITH A GREATER
VARIETY IN THE TYPE AND
DESIGN OF DWELLINGS;**
- K. ALLOW FOR AND ADVANCE
INNOVATION IN INDUSTRY
AND COMMERCE IN A WAY
THAT IS COMPATIBLE WITH
EXISTING AND ANTICIPATED
FUTURE DEVELOPMENT;**
- L. MAINTAIN AND ENHANCE
ECONOMICALLY VIBRANT
AS WELL AS ATTRACTIVE
BUSINESS AND
COMMERCIAL AREAS;**
- M. IMPLEMENT THE THEMES,
POLICIES AND GOALS
CONTAINED IN OFFICIALLY
ADOPTED PLANS,
INCLUDING THE CITY OF
FLINT MASTER PLAN;**
- N. PROMOTE PEDESTRIAN,
BICYCLE AND PUBLIC
TRANSIT USE;**
- O. ENSURE ADEQUATE LIGHT,
AIR, PRIVACY, AND ACCESS
TO PROPERTY;**
- P. ENCOURAGE
ENVIRONMENTALLY
RESPONSIBLE
DEVELOPMENT PRACTICES;**
- Q. PROMOTE REHABILITATION
AND REUSE OF OLDER
BUILDINGS;**
- R. ESTABLISH CLEAR, FAIR
AND EFFICIENT**

**DEVELOPMENT REVIEW
AND APPROVAL
PROCEDURES; AND**

- S. ACCOMMODATE GROWTH
AND DEVELOPMENT THAT
COMPLIES WITH THE
PREVIOUSLY STATED
PURPOSES.**

§ 50-04. EFFECTIVE DATE

**THIS CHAPTER SHALL TAKE
EFFECT UPON PUBLICATION.**

§ 50-05. APPLICABILITY

**THIS CHAPTER IS APPLICABLE TO
ALL LAND LOCATED WITHIN THE
CITY. ZONING AFFECTS EVERY
BUILDING, STRUCTURE AND USE
AND EXTENDS VERTICALLY. NO
BUILDING OR STRUCTURE, OR PART
THEREOF, SHALL HEREAFTER BE
ERECTED, CONSTRUCTED,
ALTERED, MAINTAINED OR USED,
AND NO NEW USE OR CHANGE
SHALL BE MADE TO ANY BUILDING,
STRUCTURE OR LAND, OR PART
THEREOF, EXCEPT IN CONFORMITY
WITH THIS CHAPTER. ALL LANDS,
BUILDINGS, AND USES IN A ZONE
DISTRICT SHALL BE SUBJECT,
WHERE APPLICABLE, TO THE
PROVISIONS OF THIS CHAPTER.**

§ 50-06. VESTED RIGHTS

**NOTHING IN THIS CHAPTER SHALL
BE INTERPRETED OR CONSTRUED
TO GIVE RISE TO PERMANENT
VESTED RIGHTS IN THE
CONTINUATION OF ANY
PARTICULAR USE, DENSITY, ZONE
DISTRICT OR PERMISSIBLE
ACTIVITY THEREIN. ALL LAND,
BUILDINGS, STRUCTURES, USES AND**

DESIGNATIONS ARE HEREBY DECLARED TO BE SUBJECT TO SUCH SUBSEQUENT AMENDMENT, CHANGE OR MODIFICATION AS MAY BE NECESSARY FOR THE PRESERVATION OR PROTECTION OF THE PUBLIC HEALTH, SAFETY AND WELFARE.

§ 50-07. RELATIONSHIP TO THE CITY MASTER PLAN

THE ADMINISTRATION, ENFORCEMENT AND AMENDMENT OF THIS CHAPTER SHALL BE CONSISTENT WITH THE CITY MASTER PLAN, AND ANY ADOPTED AREA SPECIFIC PLANS. IN THE EVENT THIS CHAPTER BECOMES INCONSISTENT WITH THE AFOREMENTIONED PLANS, THEN THIS CHAPTER SHALL BE AMENDED WITHIN A REASONABLE TIME TO BECOME OR REMAIN CONSISTENT IN COMPLIANCE WITH STATE LAW.

§ 50-08. RELATIONSHIP TO OTHER LAWS AND AGREEMENTS

A. OTHER PUBLIC LAWS, ORDINANCES, REGULATIONS OR PERMITS. THIS CHAPTER IS INTENDED TO COMPLEMENT OTHER MUNICIPAL, STATE AND FEDERAL REGULATIONS THAT AFFECT LAND USE. WHERE CONDITIONS, STANDARDS OR REQUIREMENTS IMPOSED BY ANY PROVISION OF THIS CHAPTER ARE MORE RESTRICTIVE THAN COMPARABLE STANDARDS IMPOSED BY OTHER REGULATIONS, THE PROVISIONS OF THIS CHAPTER SHALL GOVERN.

B. PRIVATE AGREEMENTS. THIS CHAPTER IS NOT INTENDED TO REVOKE OR REPEAL ANY EASEMENT, COVENANT OR OTHER PRIVATE AGREEMENT; PROVIDED, HOWEVER, THAT WHERE THIS CHAPTER IMPOSES A GREATER RESTRICTION OR IMPOSES HIGHER STANDARDS OR REQUIREMENTS, THE PROVISIONS OF THIS CHAPTER SHALL CONTROL. NOTHING IN THIS CHAPTER SHALL MODIFY OR REPEAL ANY PRIVATE COVENANT OR DEED RESTRICTION, BUT SUCH COVENANT OR RESTRICTION SHALL NOT EXCUSE ANY FAILURE TO COMPLY WITH THIS CHAPTER. THE CITY SHALL NOT BE OBLIGATED TO ENFORCE THE PROVISIONS OF ANY EASEMENTS, COVENANTS, OR AGREEMENTS BETWEEN PRIVATE PARTIES.

§ 50-09. CONFLICTS BETWEEN CHAPTER STANDARDS

IN CASES WHERE TWO OR MORE STANDARDS IN THIS CHAPTER CONFLICT WITH ONE ANOTHER, THE MORE RESTRICTIVE STANDARD SHALL NOT NECESSARILY CONTROL. RATHER, THE DIRECTOR OF PLANNING AND DEVELOPMENT, OR HIS/HER DESIGNEE, SHALL DETERMINE WHICH STANDARD CONTROLS BASED ON THE DEGREE TO WHICH A PARTICULAR STANDARD RESULTS IN:

A. GREATER CONSISTENCY WITH THE GOALS AND OBJECTIVES CONTAINED

WITHIN THE ADOPTED CITY
MASTER PLAN;

- B. MORE SUPPORTIVE OF THE
PURPOSES OF THIS CHAPTER
AS DESCRIBED IN SECTION
50.1.03.
- C. INCREASED COMPATIBILITY
WITH ADJACENT
DEVELOPMENT AND
SURROUNDING COMMUNITY
CHARACTER;
- D. ENHANCED
ENVIRONMENTAL QUALITY
AND NATURAL RESOURCES
PROTECTION;
- E. GREATER PROTECTION AND
PRESERVATION OF
HISTORIC AND CULTURAL
RESOURCES; AND
- F. HIGHER QUALITY OF
BUILDING FORM, DESIGN
AND/OR ARCHITECTURE.

§ 50-10. HEADINGS AND
ILLUSTRATIONS

HEADINGS AND ILLUSTRATIONS
ARE PROVIDED FOR CONVENIENCE
AND REFERENCE ONLY AND DO NOT
DEFINE OR LIMIT THE SCOPE OF
ANY PROVISION OF THIS CHAPTER.
IN THE CASE OF ANY DIFFERENCE
OF MEANING OR IMPLICATION
BETWEEN THE TEXT OF THIS
CHAPTER AND ANY HEADING,
DRAWING, TABLE, FIGURE, OR
ILLUSTRATION, THE TEXT SHALL
GOVERN.

§ 50-11. SEVERABILITY

- A. IF ANY COURT OF
COMPETENT JURISDICTION
INVALIDATES ANY
PROVISION OF THIS
CHAPTER, THEN SUCH

JUDGMENT SHALL NOT
AFFECT THE VALIDITY AND
CONTINUED ENFORCEMENT
OF ANY OTHER PROVISION
OF THIS CHAPTER.

- B. IF ANY COURT OF
COMPETENT JURISDICTION
INVALIDATES THE
APPLICATION OF ANY
PROVISION OF THIS
CHAPTER TO A PARTICULAR
PROPERTY, STRUCTURE, OR
SITUATION, THEN SUCH
JUDGMENT SHALL NOT
AFFECT THE APPLICATION
OF THAT PROVISION TO ANY
OTHER BUILDING,
STRUCTURE, OR SITUATION
NOT SPECIFICALLY
INCLUDED IN THAT
JUDGMENT.
- C. IF ANY COURT OF
COMPETENT JURISDICTION
JUDGES INVALID ANY
CONDITION ATTACHED TO
THE APPROVAL OF A
DEVELOPMENT REVIEW
APPLICATION, THEN SUCH
JUDGMENT SHALL NOT
AFFECT ANY OTHER
CONDITIONS OR
REQUIREMENTS ATTACHED
TO THE SAME APPROVAL
THAT ARE NOT
SPECIFICALLY INCLUDED IN
THAT JUDGMENT.
- D. WHENEVER A CONDITION
OR LIMITATION IS
INCLUDED IN AN
ADMINISTRATIVE ACTION
AUTHORIZING
REGULATORY ACTIVITY,
THEN IT SHALL BE
CONCLUSIVELY PRESUMED
THAT THE AUTHORIZING
OFFICER, COMMISSION, OR
BOARD CONSIDERED SUCH
CONDITION OR LIMITATION
NECESSARY TO CARRY OUT
THE SPIRIT AND INTENT OF

THIS CHAPTER, AND THAT THE OFFICER, COMMISSION, OR BOARD WOULD NOT HAVE GRANTED THE AUTHORIZATION TO WHICH THE CONDITION OR LIMITATION PERTAINED EXCEPT IN BELIEF THAT THE CONDITION OR LIMITATION WAS LAWFUL.

§ 50-12. TRANSITIONAL PROVISIONS

THE PURPOSE OF TRANSITIONAL PROVISIONS IS TO RESOLVE THE STATUS OF PROPERTIES WITH PENDING APPLICATIONS OR RECENT APPROVALS AND PROPERTIES WITH OUTSTANDING VIOLATIONS PRIOR TO THE EFFECTIVE DATE OF THIS CHAPTER.

A. PROCESSING OF APPLICATIONS. APPLICATIONS, RE-APPLICATIONS OR REQUESTS THAT WERE SUBMITTED IN COMPLETE FORM AND ARE PENDING APPROVAL BEFORE [INSERT ADOPTION DATE OF NEW CODE], SHALL BE GOVERNED EXCLUSIVELY BY THE PREVIOUS CHAPTER ORIGINALLY ENACTED ON [INSERT ADOPTION DATE OF CURRENT ORDINANCE] (KNOWN AS "PREVIOUS CHAPTER") UNTIL [INSERT ADOPTION DATE OF NEW CODE], AND ON THAT DATE AND THEREAFTER EXCLUSIVELY BY THIS CHAPTER. ALL DEVELOPMENT APPLICATIONS, RE-APPLICATIONS OR REQUESTS SUBMITTED ON OR AFTER [INSERT ADOPTION DATE OF NEW

CODE], SHALL BE SUBJECT TO AND REVIEWED WHOLLY UNDER THE TERMS OF THIS CHAPTER.

B. APPROVED PROJECT. ANY BUILDING, DEVELOPMENT OR STRUCTURE FOR WHICH A FINAL BUILDING PERMIT WAS ISSUED BEFORE [INSERT ADOPTION DATE OF NEW CODE] MAY BE COMPLETED IN CONFORMANCE WITH THE ISSUED BUILDING PERMIT AND OTHER APPLICABLE PERMITS AND CONDITIONS, EVEN IF SUCH BUILDING, DEVELOPMENT OR STRUCTURE DOES NOT FULLY COMPLY WITH PROVISIONS OF THIS CHAPTER. IF CONSTRUCTION IS NOT COMMENCED AND DILIGENTLY PURSUED WITHIN THE TIME ALLOWED UNDER THE ORIGINAL PERMIT OR ANY EXTENSION GRANTED, THEN THE BUILDING, DEVELOPMENT OR STRUCTURE MUST BE CONSTRUCTED, COMPLETED AND OCCUPIED ONLY IN STRICT COMPLIANCE WITH THE STANDARDS OF THIS CHAPTER.

C. VIOLATION CONTINUES. ANY VIOLATION IN EXISTENCE PRIOR TO THE EFFECTIVE DATE OF THIS CHAPTER SHALL CONTINUE TO BE A VIOLATION UNDER THIS CHAPTER AND BE SUBJECT TO PENALTIES AND ENFORCEMENT. HOWEVER, IF THE USE, DEVELOPMENT, CONSTRUCTION OR OTHER ACTIVITY THAT WAS A VIOLATION PRIOR TO THE EFFECTIVE DATE OF THIS

CHAPTER COMPLIES WITH THE EXPRESS TERMS OF THIS CHAPTER, ENFORCEMENT ACTION SHALL CEASE, EXCEPT TO THE EXTENT OF COLLECTING PENALTIES FOR VIOLATIONS THAT OCCURRED BEFORE THE EFFECTIVE DATE OF THIS CHAPTER. THE ADOPTION OF THIS CHAPTER DOES NOT AFFECT NOR PREVENT ANY PENDING OR FUTURE PROSECUTION OF, OR ACTION TO ABATE, VIOLATIONS THAT OCCURRED BEFORE THE EFFECTIVE DATE OF THIS CHAPTER.

D. NONCONFORMITY. ANY NONCONFORMITY IN EXISTENCE PRIOR TO THE EFFECTIVE DATE ON THIS CHAPTER SHALL ALSO BE A NONCONFORMITY UNDER THIS CHAPTER, AS LONG AS THE SITUATION THAT RESULTED IN THE NONCONFORMING STATUS CONTINUES TO EXIST. IF, HOWEVER, A NONCONFORMING SITUATION IN EXISTENCE PRIOR TO THE EFFECTIVE DATE ON THIS CHAPTER BECOMES CONFORMING BECAUSE OF THE ADOPTION OF THIS CHAPTER, OR ANY SUBSEQUENT AMENDMENT, THEN THE SITUATION SHALL NO LONGER BE CONSIDERED A NONCONFORMITY. A SITUATION THAT DID NOT CONSTITUTE A NONCONFORMING SITUATION PRIOR TO THE EFFECTIVE DATE OF THIS CHAPTER DOES NOT ACHIEVE NONCONFORMING STATUS UNDER THIS

CHAPTER MERELY BY REPEAL OF THE PREVIOUS CHAPTER.

E. EXISTING USE.

1. WHEN A USE CLASSIFIED AS A SPECIAL LAND USE UNDER THIS CHAPTER EXISTED AS AN APPROVED CONDITIONAL USE OR PERMITTED USE PRIOR TO THE EFFECTIVE DATE OF THIS CHAPTER, SUCH USE SHALL BE CONSIDERED A LEGAL SPECIAL LAND USE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION.

2. WHEN ANY AMENDMENT TO THIS CHAPTER ALTERED THE CLASSIFICATION OF A PERMITTED USE TO A SPECIAL LAND USE, ANY USE LEGALLY ESTABLISHED BEFORE SUCH AMENDMENT SHALL BE CONSIDERED A LEGAL SPECIAL LAND USE ON AND AFTER THE EFFECTIVE DATE OF SUCH AMENDMENT.

3. A LAWFULLY ESTABLISHED,

EXISTING USE
THAT IS NOT
ALLOWED AS A
SPECIAL LAND USE
OR A PERMITTED
USE IN THE ZONE
DISTRICT IN WHICH
THE USE IS NOW
LOCATED SHALL
BE CONSIDERED A
NONCONFORMING
USE AND SHALL BE
SUBJECT TO ALL
APPLICABLE
REGULATIONS.

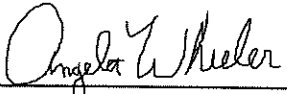
Sec. 2. The ordinances in this
Article shall become effective upon
publication.

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

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

S:\Ordinance Review\1.19.21_ARTICLE 1 TITLE,
PURPOSE AND SCOPE pc approved.docx

210045

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning, Article II, A-1 Single-Family Low Density District, by repealing said Article and adopting Article II, Mapped Zone Districts, which shall read in its entirety as follows:

ARTICLE 2 MAPPED ZONE DISTRICTS

§ 50-13. PURPOSE AND INTENT

THIS ARTICLE ESTABLISHES SEVENTEEN (17) ZONING DISTRICTS THAT CORRESPOND TO DEVELOPMENT REGULATIONS INCLUDED THROUGHOUT THIS CHAPTER. DEVELOPMENT REGULATIONS DESCRIBED IN THIS ARTICLE OR SUBSEQUENT ARTICLES SHALL BE APPLIED TO THE ZONING DISTRICT(S) IDENTIFIED AS APPLICABLE FOR THAT REGULATION. IN INSTANCES WHERE A REGULATION IS NOT DESCRIBED AS APPLICABLE TO ONE OR MORE SPECIFIC ZONING DISTRICTS, IT SHALL BE APPLICABLE TO DEVELOPMENT IN ALL ZONING DISTRICTS.

§ 50-14. ZONE DISTRICTS

THE CITY OF FLINT IS HEREBY DIVIDED INTO THE FOLLOWING ZONING DISTRICTS:

Abbre	Zone District Name	§
Residential Zoning Districts		
GN-1	Green Neighborhood-Low Density	50-16
GN-2	Green Neighborhood-Medium Density	50-17
TN-1	Traditional Neighborhood – Low Density	50-18
TN-2	Traditional Neighborhood – Medium Density	50-19
MR-1	Mixed-Residential – Low Density	50-20
MR-2	Mixed-Residential – Medium Density	50-21
MR-3	Mixed-Residential – High Density	50-22
Commercial Zoning Districts		
NC	Neighborhood Center	50-23
CC	City Corridor	50-24
DE	Downtown – Edge	50-25
DC	Downtown – Core	50-26
Employment Districts		
CE	Commerce and Employment	50-27
PC	Production Center	50-28
GI-2	Green Innovation – High Intensity	50-29
Institutional/Innovation Districts		
IC	Institutional Campus	50-30
UC	University Core	50-31
GI-1	Green Innovation – Medium Intensity	50-32
Open Space Districts		
OS	Open Space	50-33

§ 50-15. ZONING MAP

A. BOUNDARIES. THE BOUNDARIES OF THESE CLASSIFICATIONS ARE HEREBY ESTABLISHED AS SHOWN ON A MAP ENTITLED "THE ZONING MAP OF THE CITY OF FLINT, MICHIGAN," WHICH IS INCORPORATED INTO AND MADE A PART OF THIS CHAPTER AND WHICH IS MAINTAINED BY THE DEPARTMENT OF PLANNING AND DEVELOPMENT.

B. INTERPRETATION OF BOUNDARIES. WHERE UNCERTAINTY EXISTS REGARDING THE BOUNDARIES OF A ZONE DISTRICT AS SHOWN ON THE OFFICIAL ZONING MAP, THE FOLLOWING RULES SHALL APPLY:

1. BOUNDARIES INDICATED AS

APPROXIMATELY
FOLLOWING THE
CENTERLINES OF
STREETS,
HIGHWAYS OR
ALLEYS SHALL BE
CONSTRUED TO
FOLLOW THOSE
CENTERLINES;

2. BOUNDARIES
INDICATED AS
APPROXIMATELY
FOLLOWING
PLATTED LOT
LINES SHALL BE
CONSTRUED AS
FOLLOWING THE
LOT LINES;
3. BOUNDARIES
INDICATED AS
APPROXIMATELY
FOLLOWING CITY
LIMITS SHALL BE
CONSTRUED AS
FOLLOWING CITY
LIMITS; AND
4. BOUNDARIES
INDICATED AS
FOLLOWING
SHORELINES
SHALL BE
CONSTRUED AS
FOLLOWING THE
SHORELINE, AND IN
THE EVENT OF
CHANGE IN
SHORELINE SHALL
BE CONSTRUED AS
MOVING WITH THE
SHORELINE.
5. IN
CIRCUMSTANCES
NOT COVERED BY
SUBSECTIONS B.1.
THROUGH B.4.
ABOVE, THE
DIRECTOR OF

PLANNING AND
DEVELOPMENT, OR
HIS/HER DESIGNEE,
SHALL INTERPRET
A ZONE DISTRICT
BOUNDARY AFTER
REVIEW OF THE
FOLLOWING:

- I. LOT LINE AND
ZONE DISTRICT
PLACEMENT;
 - II. EXISTING LAND
USES;
 - III. STAFF MEMOS,
MINUTES AND
OTHER
INFORMATION
WHEN THE
DESIGNATION
WAS MADE; AND
 - IV. HISTORICAL
CONTEXT IN
THE
UNDERSTANDIN
G AND
TREATMENT OF
DISTRICT LINES.
- C. WHERE CHANGES ARE
MADE IN A ZONE DISTRICT,
THOSE CHANGES SHALL BE
ENTERED ON THE OFFICIAL
ZONING MAP PROMPTLY
AFTER THE AMENDMENT TO
THIS CHAPTER HAS BEEN
APPROVED BY THE CITY
COUNCIL.
- D. IN ANY CASE WHERE A
PROPERTY HAS NOT BEEN
SPECIFICALLY INCLUDED
WITHIN A ZONE DISTRICT, IT
IS HEREBY DECLARED TO BE
IN THE GN-1 (GREEN
NEIGHBORHOOD – LOW
DENSITY) DISTRICT.
PROVIDED, HOWEVER, THAT
WHERE PROPERTY
ANNEXED TO THE CITY HAS

BEEN RESTRICTED BY
PREVIOUS ZONING
REGULATIONS OF THE
FORMER MUNICIPALITY,
THOSE PROVISIONS SHALL
APPLY PENDING THE
ADOPTION OF CITY ZONING
REGULATIONS FOR THE
PROPERTY.

Sec. 2. The ordinances in this
Article shall become effective upon
publication.

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

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

S:\Ordinance Review\1.19.21_ARTICLE 2 MAPPED ZONE
DISTRICTS pc approved.docx

210046

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning, Article III, A-2 Single-Family Medium Density District, by repealing said Article and adopting Article III, Residential Zone Districts, which shall read in its entirety as follows:

ARTICLE 3 RESIDENTIAL ZONE DISTRICTS

§ 50-16. GN-1 GREEN NEIGHBORHOOD-LOW DENSITY: PURPOSE AND INTENT

THE GN-1 GREEN NEIGHBORHOOD-LOW DENSITY DISTRICT IS INTENDED TO PROVIDE FOR THE INTEGRATION OF THE SIGNIFICANT AMOUNT OF LAND DEDICATED TO GREEN USES INCLUDING COMMUNITY GARDENS, SMALL-SCALE URBAN AGRICULTURE, AND SMALL OPEN SPACE AREAS. POCKETS OF TRADITIONAL SINGLE-FAMILY HOUSING MAY EXIST THROUGHOUT THE DISTRICT, INCLUDING SINGLE-FAMILY HOMES AND ESTATES THAT SIT ON LARGER LOTS CREATED BY ASSEMBLING TYPICALLY SIZED RESIDENTIAL LOTS IN THE DISTRICT.

§ 50-17. GN-2 GREEN NEIGHBORHOOD-MEDIUM DENSITY: PURPOSE AND INTENT

THE GN-2 GREEN NEIGHBORHOOD-MEDIUM DENSITY DISTRICT IS INTENDED TO ACCOMMODATE EXISTING RESIDENTIAL DEVELOPMENT ON EXISTING TYPICALLY SIZED LOTS, WHILE ALSO PROVIDING FOR THE INTEGRATION OF GREEN USES INCLUDING COMMUNITY GARDENS, SMALL-SCALE URBAN AGRICULTURE, AND SMALL OPEN SPACE AREAS. INDIVIDUAL RESIDENTIAL LOTS CAN BE CONSOLIDATED TO CREATE LARGER LOTS, OR REDEVELOPED WITH HOUSING THAT IS APPROPRIATE FOR THE SURROUNDING CONTEXT.

§ 50-18. TN-1 TRADITIONAL NEIGHBORHOOD-LOW DENSITY: PURPOSE AND INTENT

THE TN-1 TRADITIONAL NEIGHBORHOOD-LOW DENSITY DISTRICT IS INTENDED TO ACCOMMODATE LOW DENSITY NEIGHBORHOODS WHERE SINGLE-FAMILY HOMES ARE LOCATED UPON LARGER LOTS THAN IS TYPICAL OF THE DEVELOPMENT THAT PREDOMINATES IN THE COMMUNITY'S OTHER SINGLE-FAMILY NEIGHBORHOODS. VARIOUS NON-RESIDENTIAL USES THAT COMPLEMENT THE TRADITIONAL NEIGHBORHOOD INCLUDING SCHOOLS, COMMUNITY CENTERS, RELIGIOUS INSTITUTIONS, AND PARKS ARE PERMITTED ON A LIMITED SCALE.

**§ 50-19. TN-2 TRADITIONAL
NEIGHBORHOOD-MEDIUM
DENSITY: PURPOSE AND INTENT**

THE TN-2 TRADITIONAL NEIGHBORHOOD-MEDIUM DENSITY DISTRICT IS INTENDED TO ACCOMMODATE NEIGHBORHOODS OF MODERATE DENSITY, WHERE SINGLE-FAMILY HOMES ARE LOCATED UPON LOTS COMPARABLE IN DIMENSION TO THOSE TYPICALLY FOUND IN THE COMMUNITY'S OLDER ESTABLISHED NEIGHBORHOODS. SINGLE-FAMILY HOMES ARE THE PREDOMINANT USE, BUT TWO-FAMILY AND SINGLE-FAMILY ATTACHED DEVELOPMENT IS ALSO PERMITTED. VARIOUS NON-RESIDENTIAL USES THAT COMPLEMENT THE TRADITIONAL NEIGHBORHOOD INCLUDING SCHOOLS, COMMUNITY CENTERS, RELIGIOUS INSTITUTIONS, AND PARKS ARE PERMITTED ON A LIMITED SCALE.

**§ 50-20. MR-1 MIXED RESIDENTIAL-
LOW DENSITY: PURPOSE AND
INTENT**

THE MR-1 MIXED RESIDENTIAL-LOW DENSITY DISTRICT IS INTENDED TO ACCOMMODATE NEIGHBORHOODS WITH SMALL-LOT SINGLE-FAMILY DETACHED HOUSING, DUPLEXES, OR TOWNHOUSES. VARIOUS NON-RESIDENTIAL USES THAT COMPLEMENT THE TRADITIONAL NEIGHBORHOOD INCLUDING SCHOOLS, COMMUNITY CENTERS, RELIGIOUS INSTITUTIONS, AND

PARKS ARE PERMITTED ON A LIMITED BASIS.

**§ 50-21. MR-2 MIXED RESIDENTIAL-
MEDIUM DENSITY: PURPOSE AND
INTENT**

THE MR-2 MIXED RESIDENTIAL-MEDIUM DENSITY DISTRICT IS INTENDED TO ACCOMMODATE A HIGHER DENSITY DEVELOPMENT PRIMARILY CONSISTING OF ONE OR TWO-STORY MULTI-FAMILY STRUCTURES. IN MANY CASES, THIS MAY INCLUDE MULTI-FAMILY DEVELOPMENTS WITH SEVERAL STRUCTURES MAKING UP A "CAMPUS" WITH INTERNAL CIRCULATION, COMMON OPEN SPACE, AND OTHER SHARED AMENITIES. LIMITED COMMERCIAL USES MAY BE PERMITTED THAT SUPPORT THE DAY-TO-DAY NEEDS OF RESIDENTS. VARIOUS NON-RESIDENTIAL USES THAT COMPLEMENT THE MIXED RESIDENTIAL NEIGHBORHOOD INCLUDING SCHOOLS, COMMUNITY CENTERS, RELIGIOUS INSTITUTIONS, AND PARKS ARE PERMITTED ON A LIMITED SCALE.

**§ 50-22. MR-3 MIXED RESIDENTIAL-
HIGH DENSITY: PURPOSE AND
INTENT**

THE MR-3 MIXED RESIDENTIAL-HIGH DENSITY DISTRICT IS INTENDED TO ACCOMMODATE NEIGHBORHOODS OF THE HIGHEST DENSITY WITHIN THE COMMUNITY. MIXED-USE, MULTI-FAMILY STRUCTURES OF THREE OR MORE STORIES ARE THE PRIMARY USE. THIS DISTRICT IS CONCENTRATED IN AREAS SURROUNDING THE

DOWNTOWN AND IN AREAS WITH SIGNIFICANT ACCESS TO ALTERNATIVE MODES OF TRANSPORTATION AND TRANSIT-ORIENTED DEVELOPMENT IS ENCOURAGED. THIS DISTRICT CAN ALSO SERVE AS A TRANSITION BETWEEN LESS INTENSE RESIDENTIAL DEVELOPMENT AND MORE INTENSE COMMERCIAL AND EMPLOYMENT DISTRICTS. THESE AREAS MAY INCLUDE SMALLER RETAILERS AND SERVICE PROVIDERS THAT CLUSTER AT KEY INTERSECTIONS IN THE DISTRICT OR LOCATE ON THE GROUND FLOOR WITHIN MORE PROMINENT MULTI-FAMILY BUILDINGS. VARIOUS NON-RESIDENTIAL USES THAT COMPLEMENT THE MIXED RESIDENTIAL NEIGHBORHOOD INCLUDING SCHOOLS, COMMUNITY CENTERS, RELIGIOUS INSTITUTIONS, AND PARKS ARE PERMITTED ON A LIMITED SCALE.

§ 50-23. PERMITTED USES

ARTICLE 16 DEFINITIONS SHALL BE REFERRED TO FOR CLARITY ON THE USES AS LISTED.

A. LAND USES. USES ARE ALLOWED IN RESIDENTIAL ZONE DISTRICTS IN ACCORDANCE WITH TABLE 50.3.08. USES: RESIDENTIAL ZONE DISTRICTS. THE FOLLOWING KEY IS TO BE USED IN CONJUNCTION WITH THE USE TABLE.

1. PERMITTED USES. USES PERMITTED BY RIGHT IN THE ZONE DISTRICT, SUBJECT TO

COMPLIANCE WITH ALL OTHER APPLICABLE REQUIREMENTS OF THIS CHAPTER. THESE USES ARE IDENTIFIED WITH A "P."

2. SPECIAL LAND USES. USES WHICH MAY BE ALLOWED SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION IN ACCORDANCE WITH ARTICLE 17 AND WITH ALL OTHER APPLICABLE REQUIREMENTS OF THIS CHAPTER. THESE USES ARE IDENTIFIED WITH AN "S."

3. ADDITIONALLY REGULATED USES. USES WHICH MAY BE ALLOWED SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION IN ACCORDANCE WITH ARTICLE 17 AND WITH ALL OTHER APPLICABLE REQUIREMENTS OF THIS CHAPTER, INCLUDING LIMITING CONDITIONS SPECIFIED IN ARTICLE 9. THESE

USES ARE IDENTIFIED WITH "ARU".

4. ACCESSORY USES. USES WHICH ARE PERMITTED BY RIGHT, ASSUMING THEY ARE NOT THE PRIMARY USE ON THE SITE AND THAT THEY ARE IN COMPLIANCE WITH ALL OTHER APPLICABLE REQUIREMENTS OF THIS CHAPTER. THESE USES ARE IDENTIFIED WITH AN "A."

5. USES NOT ALLOWED. A CELL WHICH IS LEFT BLANK INDICATES THAT THE LISTED USE IS NOT ALLOWED IN THAT ZONE DISTRICT.

6. USE REGULATIONS. MANY ALLOWED USES, WHETHER PERMITTED BY RIGHT OR AS A SPECIAL LAND USE, ARE SUBJECT TO COMPLIANCE WITH ARTICLE 9.

7. UNLISTED USES. IN GENERAL UNLISTED USES ARE PROHIBITED. HOWEVER, IF AN APPLICATION IS SUBMITTED FOR A USE NOT LISTED, THE ZONING

COORDINATOR SHALL MAKE A DETERMINATION AS TO THE PROPER ZONE DISTRICT AND USE CLASSIFICATION FOR THE NEW OR UNLISTED USE. IF THE UNLISTED USE IS SIMILAR TO AN EXISTING PERMITTED USE IN THE SAME ZONE DISTRICT AND FITS THE INTENT OF THE ZONE DISTRICT, THE ZONING COORDINATOR MAY DETERMINE THAT THE UNLISTED USE IS PERMITTED.

8. PARKING STANDARDS. PARKING REQUIREMENTS ARE LOCATED IN ARTICLE 12 PARKING, LOADING AND CIRCULATION.

9. LEVEL OF REVIEW FOR MIXED-USE PROJECTS. THE LEVEL OF REVIEW FOR A PROJECT WITH MULTIPLE USES BEING DEVELOPED SIMULTANEOUSLY SHALL BE THE SAME AS THE HIGHEST LEVEL OF REVIEW OF THE INDIVIDUAL USES.

ATTACHMENT:

TABLE 50-23 (EXHIBIT 1)

**§ 50-24. SITE, BUILDING
PLACEMENT, AND BULK
STANDARDS**

**SITE DIMENSIONS TABLE. ALL
DEVELOPMENT IN RESIDENTIAL
ZONE DISTRICTS MUST COMPLY
WITH THE REQUIREMENTS IN
TABLES 50.3.09A-D AND DIAGRAMS
50.3.09A-D UNLESS OTHERWISE
EXPRESSLY STATED.**

ATTACHMENTS:

**TABLE 50-24A (EXHIBIT 2);
DIAGRAM 50-24A (EXHIBIT 3);
TABLE 50-24B (EXHIBIT 4);
DIAGRAM 50-24B (EXHIBIT 5);
TABLE 50-24C (EXHIBIT 6);
DIAGRAM 50-24C (EXHIBIT 7);
TABLE 50-24D (EXHIBIT 8);
DIAGRAM 50-24D (EXHIBIT 9)**

**§ 50-25. GENERAL RESIDENTIAL
ZONING DISTRICT REQUIREMENTS**

A. MATERIALS.

- 1. BUILDING
MATERIALS.
DURABLE
BUILDING
MATERIALS,
SIMPLE
CONFIGURATIONS
AND SOLID
CRAFTSMANSHIP
ARE REQUIRED.**

- I. WALLS
VISIBLE
FROM
PUBLIC
STREETS,
EXCLUSIVE
OF WALL**

**AREAS
DEVOTED TO
TRANSPAREN
CY, SHALL BE
CONSTRUCTE
D OF
MATERIALS
THAT ARE
DURABLE
AND
CONSISTENT
WITH
SURROUNDIN
G
COMMUNITY
CHARACTER.
EXTERIOR
INSULATED
FINISHING
SYSTEMS
(EIFS) AND
OTHER
FINISHES
THAT ARE
SUSCEPTIBLE
TO DAMAGE
ARE
PERMITTED
FOR
ACCENTS
ONLY.**

- 2. ROOFING
MATERIALS SHALL
BE THOSE USED
AND INSTALLED IN
A MANNER
CUSTOMARY FOR
RESIDENTIAL
CONSTRUCTION,
SHALL BE
COMPATIBLE IN
CHARACTER AND
SCALE WITH THE
RESIDENTIAL
STRUCTURE ON
WHICH IT IS BEING
INSTALLED, SHALL
BE INSTALLED**

ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS, SHALL HAVE NO VISIBLE FASTENERS, AND SHALL BE UNIFORM IN TYPE AND APPEARANCE WITHIN EACH UNINTERRUPTED ROOF PLANE. REPAIRS SHALL BE COMPLETED WITH MATERIALS SIMILAR IN COLOR AND APPEARANCE TO THE EXISTING MATERIALS.

B. FAÇADE VARIATION. THE FOLLOWING REQUIREMENTS SHALL APPLY TO MULTIPLE-FAMILY DWELLINGS OR NON-RESIDENTIAL BUILDINGS IN TN AND MR ZONE DISTRICTS.

1. UNINTERRUPTED FAÇADE. THE MAXIMUM LINEAR LENGTH OF AN UNINTERRUPTED BUILDING FAÇADE FACING A PUBLIC STREET AND/OR PARK SHALL BE THIRTY (30) FEET. BUILDING WALL OFFSETS (PROJECTIONS AND RECESSES), CORNICES, VARYING BUILDING MATERIALS OR PILASTERS SHALL BE USED TO BREAK

UP THE MASS OF A SINGLE BUILDING.

2. ADMINISTRATIVE DEPARTURES. ADMINISTRATIVE DEPARTURES MAY BE GRANTED BY THE ZONING COORDINATOR FOR:

- I. AN ADDITION OF UP TO FIVE (5) FEET OF THE THIRTY (30) FOOT REQUIREMENT MAY BE APPROVED, DEPENDING ON ACTUAL BUILDING DESIGN, ENTRANCE PLACEMENT, AND OTHER FACTORS THAT MAKE THE THIRTY (30) FOOT REQUIREMENT IMPRACTICAL; OR
- II. OTHER METHODS TO PROVIDE ADEQUAT

E
ARTICULA
TION,
PROVIDED
THAT THE
VISUAL
EFFECT
OF
ARTICULA
TION IS
MAINTAIN
ED.
EXAMPLE
S OF
ACCEPTA
BLE
VARIATIO
NS MAY
INCLUDE
ARCHITEC
TURAL OR
ARTISTIC
DETAILS
OR
FEATURES
, A
VARIATIO
N IN
COLOR OR
MATERIA
LS AND
ENHANCE
D
ORNAMEN
TATION
AROUND
BUILDING
ENTRANC
EWAYS.

C. BUILDING ORIENTATION.

1. ORIENTATION.
RESIDENTIAL
STRUCTURES
SHALL BE
ORIENTED
TOWARD THE
PUBLIC STREET. IN

THE CASE OF
HOUSING
DEVELOPMENTS
WITH SEVERAL
RESIDENTIAL
STRUCTURES,
RESIDENTIAL
STRUCTURES CAN
BE ORIENTED
TOWARD
INTERNAL OPEN
SPACES OR OTHER
ON-SITE RESIDENT
AMENITIES, AS
APPROVED BY THE
ZONING
COORDINATOR.

2. INTERIOR LOTS.
FOR INTERIOR
LOTS, THE
PRIMARY
BUILDING
ENTRANCE SHALL
BE LOCATED IN
THE FRONT
FAÇADE PARALLEL
TO THE STREET OR
URBAN OPEN
SPACE.
3. CORNER LOTS. FOR
CORNER LOTS, THE
PRIMARY
ENTRANCE SHALL
FACE THE STREET
FROM WHICH THE
STRUCTURE
DERIVES ITS
STREET ADDRESS.
4. ADMINISTRATIVE
DEPARTURE.
ALTERNATIVE
ORIENTATIONS
MAY BE
CONSIDERED BY
THE ZONING
COORDINATOR IN
CASES WHERE

SUCH
ALTERNATIVE
ORIENTATIONS
ARE CONSISTENT
WITH EXISTING
ADJACENT
DEVELOPMENT.

D. CONVERSION OF NON-RESIDENTIAL BUILDINGS. THE CONVERSION OF ANY NON-RESIDENTIAL BUILDING INTO A RESIDENTIAL STRUCTURE, OR AN EXISTING RESIDENTIAL BUILDING INTO A STRUCTURE CONTAINING MORE HOUSING UNITS THAN ITS CURRENT USE, IS ONLY PERMITTED WHEN THE PROPOSED STRUCTURE AND NUMBER OF DWELLING UNITS MEETS THE REQUIREMENTS OF THIS CHAPTER, OR IS OTHERWISE APPROVED ACCORDING TO THE PROVISIONS OF THIS CHAPTER. SEE ARTICLE 9: USE REGULATIONS.

E. STATE-LICENSED RESIDENTIAL FACILITIES. A "STATE-LICENSED RESIDENTIAL FACILITY," AS DEFINED BY ACT 28, OF THE PUBLIC ACTS OF 1977, BEING MSA 5.2933(2), AS AMENDED, WHICH PROVIDES SUPERVISION OR CARE OR BOTH TO SIX OR LESS PERSONS SHALL BE CONSIDERED A RESIDENTIAL USE OF PROPERTY FOR THE PURPOSES OF THIS CHAPTER. IT SHALL BE A PERMITTED USE IN ALL RESIDENTIAL ZONES, INCLUDING THOSE FOR SINGLE-FAMILY DWELLINGS AND SHALL NOT BE SUBJECT TO

SPECIAL LAND USE OR CONDITIONAL USE PERMITS OR PROCEDURES DIFFERENT FROM THOSE REQUIRED FOR OTHER DWELLINGS OF SIMILAR DENSITY IN THE SAME ZONE; PROVIDED, THAT SUCH USES, WITH THE EXCEPTION OF "FOSTER FAMILY HOMES," AS DEFINED IN ACT 116 OF THE PUBLIC ACTS OF 1973, BEING MCLA §§ 722.111 THROUGH 722.128, AND MSA §§ 25.358(11), AS AMENDED, AS PROHIBITED, WITHIN A 1,500 FOOT RADIUS OF EACH OTHER. AND PROVIDED FURTHER, THAT THE FACILITIES WHICH PROVIDE THE CARE TO MORE THAN SIX PERSONS AND ARE OTHERWISE PERMITTED IN ANY RESIDENTIAL DISTRICT ARE ALSO PROHIBITED WITHIN A 1,500 FOOT RADIUS OF EACH OTHER.

F. EXPRESSION LINE (EL).

1. A HORIZONTAL LINE ON THE FAÇADE KNOWN AS THE EXPRESSION LINE (EL) SHALL DISTINGUISH THE BASE OF THE BUILDING FROM THE REMAINDER TO ENHANCE THE PEDESTRIAN ENVIRONMENT. THE EL SHALL BE CREATED BY A CHANGE IN MATERIAL, A CHANGE IN DESIGN, OR BY A CONTINUOUS SETBACK, RECESS,

OR PROJECTION ABOVE OR BELOW THE EXPRESSION LINE. SUCH ELEMENTS AS CORNICES, BELT COURSES, CORBELLING, MOLDING, STRINGCOURSES, ORNAMENTATION, AND CHANGES IN MATERIAL OR COLOR OR OTHER SCULPTURING OF THE BASE, ARE APPROPRIATE DESIGN ELEMENTS FOR ELS.

2. IF APPLICABLE, THE HEIGHT OF THE EXPRESSION LINE SHALL BE RELATED TO THE PREVAILING SCALE OF DEVELOPMENT IN THE AREA. A CHANGE OF SCALE MAY REQUIRE A TRANSITIONAL DESIGN ELEMENT BETWEEN EXISTING AND PROPOSED FEATURES.

ATTACHMENT:
DIAGRAM 50-25F (EXHIBIT 10)

G. TRANSPARENCY.

1. APPLICABILITY.

- I. THE MINIMUM TRANSPARENCY REQUIREMENT SHALL APPLY TO ALL SIDES OF A BUILDING

THAT ABUT AN URBAN OPEN SPACE OR PUBLIC RIGHT-OF-WAY. TRANSPARENCY REQUIREMENTS SHALL NOT APPLY TO SIDES WHICH ABUT AN ALLEY.

- II. WINDOWS FOR BUILDING SIDES (NON-FRONT) SHALL BE CONCENTRATED TOWARD THE FRONT EDGE OF THE BUILDING, IN LOCATIONS MOST VISIBLE FROM AN URBAN OPEN SPACE OR PUBLIC RIGHT-OF-WAY.

2. WINDOWS AND DISPLAYS.

- I. GROUND LEVEL STOREFRONT TRANSPARENCY SHALL BE HORIZONTALLY ORIENTED OVERALL, DIVIDED INTO VERTICAL SEGMENTS.

- II. PRODUCT DISPLAY WINDOWS SHALL BE INTERNALLY LIT.

- III. INTERIOR DISPLAYS

SHALL BE SET
BACK A
MINIMUM OF
ONE (1) FOOT
FROM THE
WINDOW AND
SHALL NOT
COVER MORE
THAN FIFTY
(50) PERCENT
OF THE
WINDOW
OPENING.

IV. NO WINDOW
COVERING OR
SCREENING
SHALL COVER
MORE THAN
TWENTY-FIVE
(25) PERCENT
OF WINDOWS
OR DOORS
THAT ARE
USED TO
MEET
TRANSPAREN
CY
REQUIREMEN
TS.

3. PERCENTAGE OF
REQUIRED
TRANSPARENCY

I. GROUND-
FLOOR
TRANSPAREN
CY
PERCENTAGE
S MUST BE
APPLIED
BETWEEN
TWO (2) FEET
AND EIGHT (8)
FEET FROM
THE GROUND.
THE AREA OF
WINDOWS IN
DOORS MAY

COUNT
TOWARDS
THE
TRANSPAREN
CY
PERCENTAGE.

II. STRUCTURES
IN THE MR-2
AND MR-3
DISTRICTS
SHALL
COMPLY
WITH TABLE
50-25G BELOW
WITH
REGARDS TO
THE AMOUNT
OF
TRANSPAREN
T MATERIALS
THAT IS
REQUIRED
FOR GROUND-
FLOOR AND
UPPER FLOOR
FACADES.
WINDOWS
MUST BE
CLEAR AND
ALLOW
VIEWS OF THE
INDOOR
SPACE OR
DISPLAY
AREAS.

ATTACHMENTS:

TABLE 50-25G (EXHIBIT 11)

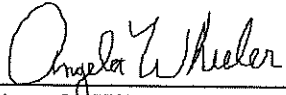
DIAGRAM 50-25G (EXHIBIT 12)

Sec. 2. The ordinances in this
Article shall become effective upon
publication.

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

	Sheldon A. Neeley, Mayor		
	Inez M. Brown, City Clerk		

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

S:\Ordinance Review\1.19.21_ARTICLE 3 RESIDENTIAL
ZONE DISTRICTS pc approved.docx

§ 50-23. Permitted Uses

Table 50-23 (Exhibit 1):

Table 50-23. Uses: Residential Zone Districts									
		GN-1	GN-2	TN-1	TN-2	MR-1	MR-2	MR-3	Reference
RESIDENTIAL									
Household Living									
Single-Family Detached Dwelling		P	P	P	P	P	S		50-59
Two-Family Dwelling (duplex)		S	S	S	S	P	P		50-85
Single-Family Attached Dwelling			S		S	P	P	P	50-85
Multi-Family Dwelling (all floors)						S	P	P	50-104
Multi-Family Dwelling (above first floor)							P	P	50-104
Manufactured Housing Communities					S				50-102
Accessory Dwelling Unit		A	A	A	A	A	A		50-79
Mixed-Use							P	P	
Group Living									
State Licensed Residential Facility (1-6 residents)		P	P	P	P	P	P		
Convalescent or Nursing Home						S	S	S	
Boarding House		S	S	S	S	S	S		50-112
Transitional or Emergency Shelter							S	S	50-119
Residential Rehab Center (1-6)		S	S	S	S	S			50-111
Residential Rehab Center (7-20)							S	S	50-111
Adult Foster Care Family Home (1-6)		P	P	P	P	P	P		50-81
Adult Foster Care Small Group Home (1-6)		P	P	P	P	P	P		
Adult Foster Care Small Group Home (7-12)		S	S	S	S	S	P	P	50-81
Adult Foster Care Large Group Home (13-20)								P	50-81
RECREATIONAL									
Community Center		P	P	P	P	P	P	S	
AGRICULTURAL									
Aquaculture		A	A	A	A	A			50-84
Aquaponics		A	A	A	A	A			50-84
Produce Stand		A	A	A	A	A	A	A	50-109
Farmers' Market (Temporary)							P	P	50-118
Greenhouse		A	A	A	A	A	A	A	50-98
Hoophouse		A	A		A				50-100
Hydroponics		A	A	A	A	A	A		
Aplary/Beekeeping		A	A	A	A	A	A		50-88
Chicken Keeping		A	A		A				50-89
Urban Agriculture		P	P		P				50-120
Community Garden		P	P	P	P	A	A	A	50-91
INSTITUTIONAL AND CULTURAL									
Religious									
Place of Worship		S	S	S	S	S	P		
Cemetery		P	S		S				
Government and Educational									
Elementary/Middle School		P	P		P	P	S	S	
High School		P	P		S	S	S	S	
College or University or Vocational Training								P	
Other Governmental Use or Facility						P	P	P	
Other Institutional, and Cultural									
Social Service Facility (w/o residential care)	(In MR-2 and MR-3: permitted only as part of a mixed-use development)				S	S	P	P	
Civil or Charitable Organization					S	S	P	P	
Art Gallery						S	P	P	

Article III – Attachments

		GN-1	GN-2	TN-1	TN-2	MR-1	MR-2	MR-3	Reference
	with residential units and only on the ground floor)								
Library			P		P	P	P	P	
Museum						S	P	P	
COMMERCIAL									
Temporary Lodging									
Bed and Breakfast			S	S	S	S	P		50-87
Hotel								S	
Offices									
Financial Services	(In MR-2: permitted only as part of a mixed-use development with residential units and only on the ground floor)						P	P	
Physician or Dentist Office or Medical Clinic							P	P	
General or Professional Office							P	P	
Copying, Mailing, Courier Services, Parcel Receiving, Shipping Station							P	P	
Film Production, Photography, Radio, TV Studio							P	P	
Live/Work Unit			S				P	S	50-101
Personal Service Establishments									
Personal Service Establishments	(In MR-2: permitted only as part of a mixed-use development with residential units and only on the ground floor)						P	P	
Gym or Fitness Center							P	P	
Residential Day Care Services									
Adult Day Care or Day Services Center								S	50-81
Group Day Care Home								S	
Child Care Center	(In MR-2: Special Land Use only as part of a mixed-use development with residential units and only on the ground floor)		S	S	S	S	S	P	50-90
Retail and Service									
Restaurant without Alcohol	(In MR-2: permitted only as part of a mixed-use development with residential units and only on the ground floor)						P	P	
Retail Sales, General							P	P	
Grocery Store							P	P	
Convenience Store							P	P	50-83
Commercial Art Gallery								P	

Article III – Attachments

		GN-1	GN-2	TN-1	TN-2	MR-1	MR-2	MR-3	Reference
Restaurant with Alcohol	(In MR-2: Special Land Use permitted only as part of a mixed-use development with residential units and only on the ground floor)						S	S	50-83
Bar, Tavern, Taproom, or Tasting Room							S	S	50-83
Brewpub							S	S	50-83
Craft Winery/Distillery							S	S	50-83
Instruction Studio							S	P	
Catering Business								P	
Automotive Services									
Vehicle Fuel Station (without vehicle repair, may include 1,000 sq. ft. convenience-store)								S	50-121
Entertainment and Hospitality									
Bowling Alley, Skating Rink							S	S	
Dance Club, Night Club								S	50-94
Entertainment, Live (Not including ARUs)							S	S	
INDUSTRIAL									
Transportation									
Stand Alone Parking, Surface Lots						S	S		
Utilities									
Electrical Substations and Private Utilities		S	S	S	S	S	S	S	50-93
Wireless Communication Facilities – Collocated on Existing Towers		P	P	P	P	P	P	P	50-126
Small-Scale Solar Energy Production		A	A	A	A	A	A	A	50-117
Small-Scale Wind Energy Production		A	A	A	A	A	A	A	50-125
Additionally Regulated Uses									
Tattoo Establishment								ARU	50-80

§ 50-24. Site, Building Placement, and Bulk Standards*

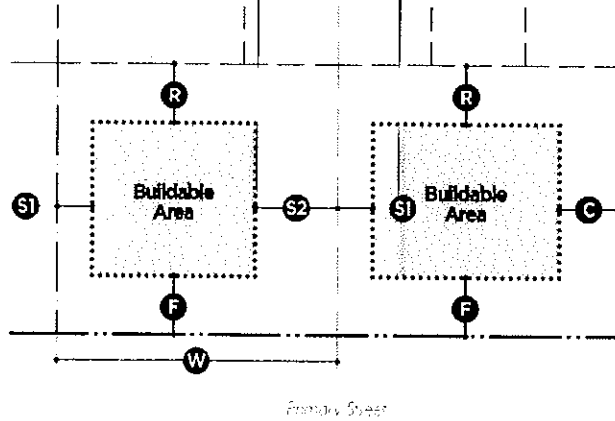
*All development in Residential Zone Districts must comply with the requirements in Tables 50-24A-D and Diagrams 50-24A-D unless otherwise expressly stated.

Table 50-24A (Exhibit 2):

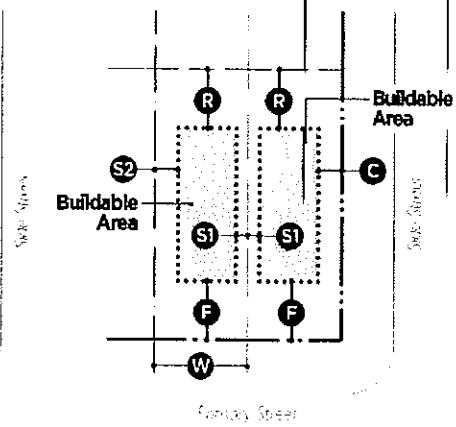
Table 50-24A. Bulk and Site Standards: GN Districts										
District	Max. Height	Lot Area			Max. Impervious Lot Coverage	Min. Front Setback (F)	Min. Corner Side Setback (C)	Min. Interior Side Setback		Min. Rear Setback (R)
		Min. Lot Width (W)	Min. Lot Area	Min. Lot Area Per Dwelling Unit				Width of Smaller Side Yard (S1)	Aggregate Width of Both Side Yards (S1+S2)	
GN-1	2-1/2 stories /35'	120', unless a non-residential use, then 80'	13,500 sq. ft., unless a non-residential use, then 8,000 sq. ft.	15,000 sq. ft.	30%, unless a non-residential use, then 80%	25', or consistent with the average front setback of residential structures on the same block	15'	15'	50'	25'
GN-2	2-1/2 stories /35'	40', unless a non-residential use, then 80'	4,500 sq. ft., unless a non-residential use, then 8,000 sq. ft.	5,000 sq. ft.	60%, unless a non-residential use, then 80%	25', or consistent with the average front setback of residential structures on the same block	10', unless a non-residential use, then 15'	5', unless a non-residential use, then 10'	15', unless a non-residential use, then 25'	25', unless a non-residential use abutting another non-residential use, then 10'

Diagram 50-24A (Exhibit 3):

Residential Zone Bulk Standards GN-1, GN-2 Districts



GN-1



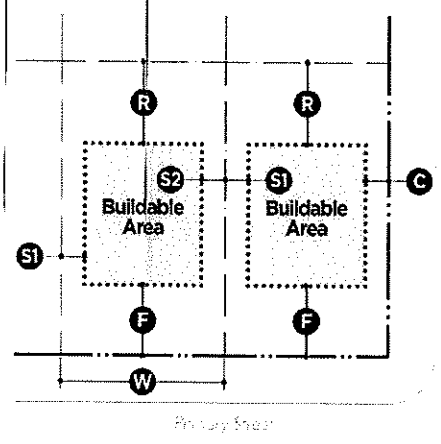
GN-2

Table 50-24B (Exhibit 4):

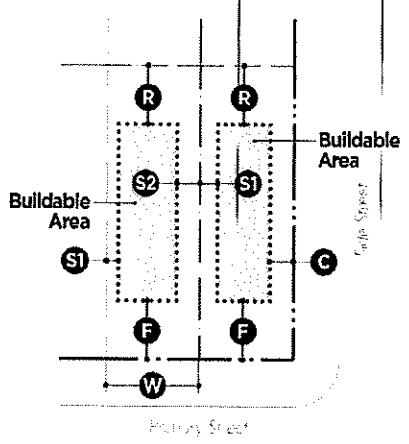
Table 50-24B. Bulk and Site Standards: TN Districts										
District	Max. Height	Lot Area			Max. Impervious Lot Coverage	Min. Front Setback (F)	Min. Corner Side Setback (C)	Min. Interior Side Setback		Min. Rear Setback (R)
		Min. Lot Width (W)	Min. Lot Area	Min. Lot Area Per Dwelling Unit				Width of Smaller Side Yard (S1)	Aggregate Width of Both Side Yards (S1+S2)	
TN-1	2½ stories /35'	70'	9,000 sq. ft.	4,500 sq. ft.	45%	30'	15'	10'	20'	35'
TN-2	2½ stories /35'	40'	4,500 sq. ft.	2,250 sq. ft.	60%	20'	10'	5'	15'	25'

Diagram 50-24B (Exhibit 5):

Residential Zone Bulk Standards
TN-1, TN-2 Districts



TN-1



TN-2

Table 50-24C (Exhibit 6):

Table 50-24C. Bulk and Site Standards: MR-1 District										
District	Max. Height	Lot Area			Max. Impervious Lot Coverage	Min. Front Setback (F)	Min. Corner Side Setback (C)	Min. Interior Side Setback		Min. Rear Setback (R)
		Min. Lot Width (W)	Min. Lot Area	Min. Lot Area Per Dwelling Unit				Width of Smaller Side Yard (S1)	Aggregate Width of Both Side Yards (S1+S2)	
MR-1										
Detached Single-Family or Two-family Dwelling	2½ stories /35'	25'	3,000 sq. ft.	1,500 sq. ft.	70%	20'	5'	2'	7'	25'
Attached Residential	2½ stories /35'	18'	1,500 sq. ft.	1,500 sq. ft.	70%	20'	5'	0'	0"	25'

Diagram 50-24C (Exhibit 7):

Residential Zone Bulk Standards

MR-1 Districts

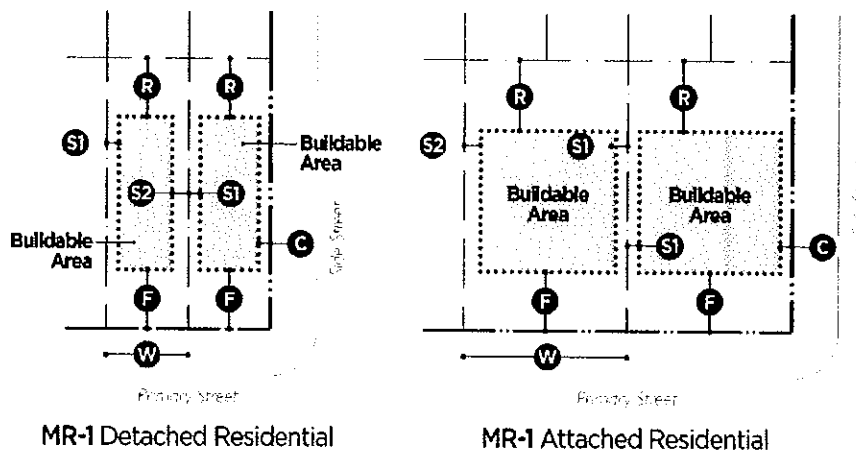
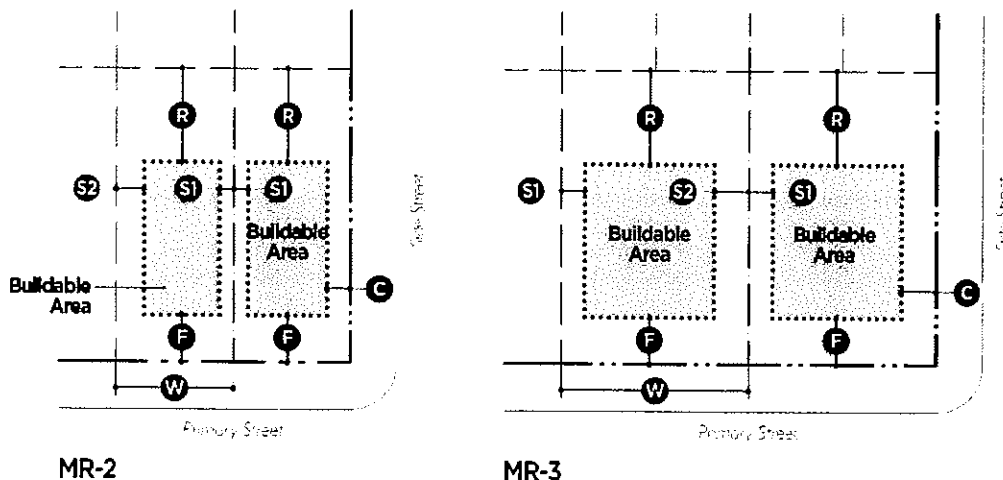


Table 50-24D (Exhibit 8):

Table 50-24D. Bulk Site Standards: MR-2 and MR-3 Districts											
District	Height		Lot Area			Max. Impervious Lot Coverage	Front /Setback (F)	Min. Corner Side Setback (C)	Min. Interior Side Setback		Min. Rear Set-back (R)
			Min. Lot Width (W)	Min. Lot Area	Min. Lot Area per Dwelling Unit				Width of Smaller Side Yard (S1)	Aggregate width of Both Side Yards (S1+S2)	
MR-2											
Detached Single-Family or Two-Family	Max. 2 ½ stories/35'		30'	3,000 sq. ft.	1,500 sq. ft.	80%	10' min. w/ ground floor residential, 20' max. 0' min. w/ ground floor commercial, 10' max.	5' residential, 0' w/ground floor commercial	2'	5'	20'
Attached Housing	Max. 4 stories/45'		20'	1,500 sq. ft.					0'	5'	20'
Multifamily/ Mixed use			20'	2,000 sq. ft.	1,000 sq. ft.				0'	5'	20'
MR-3	Max. 100'	Min. 2 stories	40'	10,000 sq. ft.	800 sq. ft. per efficiency or one bedroom apartment; 1,000 sq. ft. per two or more bedroom apartment	90%	0' min., 15' max.	10' residential, 0' w/ ground floor commercial	0'	0'	20'

Diagram 50-24D (Exhibit 9):

Residential Zone Bulk Standards MR-2, MR-3 Districts



§ 50-25. General Residential Zoning District Requirements

Diagram § 50-25F (Exhibit 10):

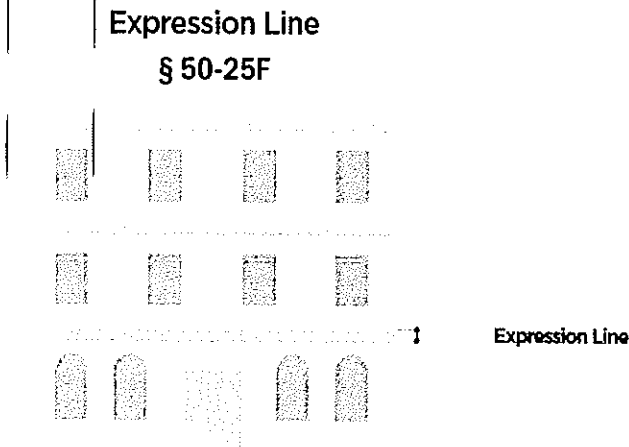
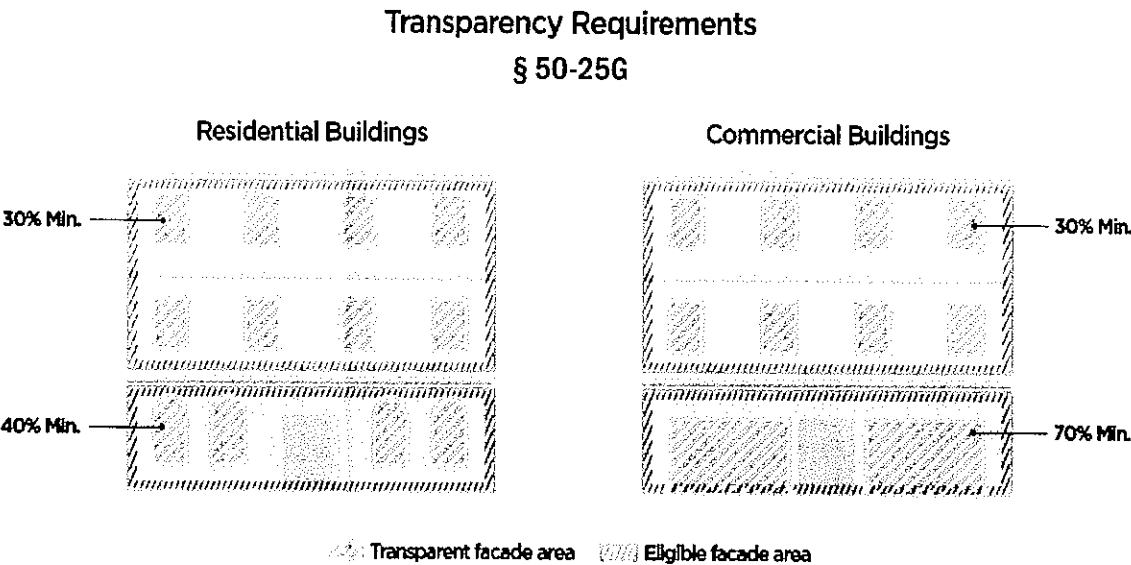


Table § 50-25G (Exhibit 11):

Table 50-25G Façade Transparency in MR-2 and MR-3 Districts		
	Commercial Use	Residential Use
Ground-floor	70%	40%
Upper floors	30%	30%

Diagram 50-25G (Exhibit 12):



210047

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning, Article IV, B Two-Family District, and Article IV.1 B-1 Townhouse District, by repealing said Articles and adopting Article IV, Commercial Zone Districts, which shall read in its entirety as follows:

ARTICLE 4 – COMMERCIAL ZONE DISTRICTS

§ 50-26. CC CITY CORRIDOR: PURPOSE AND INTENT

THE CC CITY CORRIDOR DISTRICT IS INTENDED TO ACCOMMODATE A WIDE RANGE OF COMMERCIAL AND INSTITUTIONAL USES STRUNG ALONG FLINT'S MAJOR ROADWAYS. RETAIL, SERVICE, AND EMPLOYMENT ARE THE PRIMARY USES WITH STRUCTURES ORIENTED TOWARD THE ROADWAY. DEVELOPMENT MAY BE AUTO-ORIENTED IN NATURE, BUT WITH AMENITIES SUCH AS SIDEWALKS, BENCHES, PEDESTRIAN-SCALE LIGHTING, AND LANDSCAPING THAT MAKE IT EASY FOR RESIDENTS AND VISITORS TO TRAVERSE THE CORRIDOR. MULTI-FAMILY RESIDENTIAL AND MIXED-USE DEVELOPMENT WITH

RESIDENTIAL ON THE UPPER FLOORS IS ALSO PERMITTED. DUPLEXES AND ATTACHED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT SUCH AS ROWHOMES ARE ALLOWED AS A SPECIAL LAND USE WHERE THEY WILL SERVE AS A TRANSITION BETWEEN CITY CORRIDOR AND A LOWER DENSITY RESIDENTIAL DISTRICT.

§ 50-27. NC NEIGHBORHOOD CENTER: PURPOSE AND INTENT

THE NC NEIGHBORHOOD CENTER DISTRICT IS INTENDED TO ACCOMMODATE A VARIETY OF LOCAL-SERVING COMMERCIAL USES THAT PROVIDE DAILY GOODS AND SERVICES TO SURROUNDING NEIGHBORHOODS. STAND-ALONE RETAILERS AND SMALL MIXED-USE BUILDINGS ARE THE PREDOMINANT COMMERCIAL USE WITHIN A NEIGHBORHOOD CENTER, WHILE RETAIL CENTERS ARE PERMITTED ON A LIMITED SCALE. INSTITUTIONAL AND CULTURAL USES, INCLUDING SCHOOLS, CHURCHES, AND COMMUNITY CENTERS, AS WELL AS MULTI-FAMILY RESIDENTIAL USES MAY ALSO BE PERMITTED. ALL NEIGHBORHOOD CENTER USES MUST BE COMPATIBLE WITH THE ADJACENT AND SURROUNDING RESIDENTIAL AREAS AND CONTRIBUTE TO NEIGHBORHOOD CHARACTER, VIABILITY, AND ATTRACTIVENESS.

**§ 50-28. D-E DOWNTOWN EDGE:
PURPOSE AND INTENT**

THE D-E DOWNTOWN EDGE DISTRICT IS INTENDED TO ACCOMMODATE A DYNAMIC MIX OF COMMERCIAL, EMPLOYMENT, RESIDENTIAL, AND PUBLIC USES THAT TOGETHER FOSTER AN ACTIVE PEDESTRIAN-ORIENTED AREA. COMMERCIAL USES ARE PREDOMINANT, BUT MIXED-USE BUILDINGS ARE ALSO COMMON. THE D-E DISTRICT MAKES UP THE MAJORITY OF THE COMMUNITY'S CENTRAL BUSINESS DISTRICT AND SURROUNDS THE SMALLER D-C DOWNTOWN CORE DISTRICT. DEVELOPMENT IN THE D-E DISTRICT IS GENERALLY LESS INTENSE THAN WHAT IS TYPICAL FOR THE ADJACENT D-C DISTRICT, PROVIDING A TRANSITION TO SURROUNDING MIXED RESIDENTIAL AND COMMERCIAL AREAS.

**§ 50-29. D-C DOWNTOWN CORE:
PURPOSE AND INTENT**

THE D-C DOWNTOWN CORE DISTRICT IS INTENDED TO ACCOMMODATE THE UNIQUE AND VIBRANT MIXED-USE AREA LOCATED ALONG SAGINAW STREET ROUGHLY BETWEEN THE FLINT RIVER AND INTERSTATE 69. SINGLE-PURPOSE BUILDINGS MAY EXIST, BUT MIXED-USE BUILDINGS SHOULD PREDOMINATE, TYPICALLY CONSISTING OF DINING OR RETAIL USES ON THE GROUND FLOOR, AND OFFICE OR MULTI-FAMILY RESIDENTIAL USES ABOVE. THIS DISTRICT IS THE HIGHEST

INTENSITY DISTRICT WITHIN THE COMMUNITY AND ALL DEVELOPMENT SHOULD BE PEDESTRIAN-ORIENTED WITH BUILDINGS LOCATED AT OR NEAR THE SIDEWALK'S EDGE.

§ 50-30. PERMITTED USES

ARTICLE 16 DEFINITIONS SHALL BE REFERRED TO FOR CLARITY ON THE USES AS LISTED.

A. LAND USES. USES ARE ALLOWED IN RESIDENTIAL ZONE DISTRICTS IN ACCORDANCE WITH TABLE 50-30. USES: COMMERCIAL ZONE DISTRICTS. THE FOLLOWING KEY IS TO BE USED IN CONJUNCTION WITH THE USE TABLE.

1. PERMITTED USES. USES PERMITTED BY RIGHT IN THE ZONE DISTRICT, SUBJECT TO COMPLIANCE WITH ALL OTHER APPLICABLE REQUIREMENTS OF THIS CHAPTER. THESE USES ARE IDENTIFIED WITH A "P."

2. SPECIAL LAND USES. USES WHICH MAY BE ALLOWED SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION IN ACCORDANCE

WITH ARTICLE 17
AND WITH ALL
OTHER
APPLICABLE
REQUIREMENTS OF
THIS CHAPTER.
THESE USES ARE
IDENTIFIED WITH
AN "S."

3. ADDITIONALLY
REGULATED USES.
USES WHICH MAY
BE ALLOWED
SUBJECT TO
REVIEW AND
APPROVAL BY THE
PLANNING
COMMISSION IN
ACCORDANCE
WITH ARTICLE 17
AND WITH ALL
OTHER
APPLICABLE
REQUIREMENTS OF
THIS CHAPTER,
INCLUDING
LIMITING
CONDITIONS
SPECIFIED IN
ARTICLE 9. THESE
USES ARE
IDENTIFIED WITH
"ARU".

4. ACCESSORY USES.
USES WHICH ARE
PERMITTED BY
RIGHT, ASSUMING
THEY ARE NOT THE
PRIMARY USE ON
THE SIGHT AND
THAT THEY ARE IN
COMPLIANCE WITH
ALL OTHER
APPLICABLE
REQUIREMENTS OF
THIS CHAPTER.
THESE USES ARE

IDENTIFIED WITH
AN "A."

5. USES NOT
ALLOWED. A CELL
WHICH IS LEFT
BLANK INDICATES
THAT THE LISTED
USE IS NOT
ALLOWED IN THAT
ZONE DISTRICT.

6. USE REGULATIONS.
MANY ALLOWED
USES, WHETHER
PERMITTED BY
RIGHT OR AS A
SPECIAL LAND USE,
ARE SUBJECT TO
COMPLIANCE WITH
ARTICLE 9.

7. UNLISTED USES. IN
GENERAL
UNLISTED USES ARE
PROHIBITED.
HOWEVER, IF AN
APPLICATION IS
SUBMITTED FOR A
USE NOT LISTED,
THE ZONING
COORDINATOR
SHALL MAKE A
DETERMINATION
AS TO THE PROPER
ZONE DISTRICT
AND USE
CLASSIFICATION
FOR THE NEW OR
UNLISTED USE. IF
THE UNLISTED USE
IS SIMILAR TO AN
EXISTING
PERMITTED USE IN
THE SAME ZONE
DISTRICT AND FITS
THE INTENT OF
THE ZONE
DISTRICT, THE

ZONING
COORDINATOR
MAY DETERMINE
THAT THE
UNLISTED USE IS
PERMITTED.

8. PARKING
STANDARDS.
PARKING
REQUIREMENTS
ARE LOCATED IN
ARTICLE 12
PARKING, LOADING
AND CIRCULATION.

9. LEVEL OF REVIEW
FOR MIXED-USE
PROJECTS. THE
LEVEL OF REVIEW
FOR A PROJECT
WITH MULTIPLE
USES BEING
DEVELOPED
SIMULTANEOUSLY
SHALL BE THE
SAME AS THE
HIGHEST LEVEL OF
REVIEW OF THE
INDIVIDUAL USES.

ATTACHMENT:
TABLE 50-30A (EXHIBIT 13)

§ 50-31. SITE, BUILDING
PLACEMENT, AND BULK
STANDARDS

A. SITE DIMENSIONS TABLE.
ALL DEVELOPMENT IN
COMMERCIAL ZONE
DISTRICTS MUST
COMPLY WITH THE
REQUIREMENTS IN
TABLES 50-31A-B AND
DIAGRAMS 50-31A-B
UNLESS OTHERWISE
EXPRESSLY STATED.

ATTACHMENTS:
TABLE 50-31A (EXHIBIT 14)
DIAGRAM 50-31A (EXHIBIT 15)
TABLE 50-31B (EXHIBIT 16)
DIAGRAM 50-31B (EXHIBIT 17)

§ 50-32. GENERAL COMMERCIAL
REQUIREMENTS

A. REQUIRED CONDITIONS.
ALL USES AUTHORIZED
IN THIS ARTICLE SHALL
BE SUBJECT TO THE
FOLLOWING
CONDITIONS:

1. ENCLOSED
BUILDINGS. ALL
BUSINESS, SERVICE,
REPAIR,
PROCESSING,
STORAGE OR
DISPLAY OF
MERCHANDISE
SHALL BE
CONDUCTED
WHOLLY WITHIN
AN ENCLOSED
BUILDING, EXCEPT
OFF-STREET
PARKING
STRUCTURES AND
LOTS, FOOD
TRUCKS/CARTS,
PRODUCE STANDS,
CAR AND TRUCK
SALES LOTS, OFF-
STREET LOADING
AREAS, GASOLINE
STATIONS AND
OUTDOOR
ADVERTISING, OR
OTHER USES
SPECIFICALLY
ALLOWED IN THIS
CHAPTER. HOWEVE
R, FOOD,
BEVERAGES
(INCLUDING
ALCOHOL WITH

PROPER
LICENSING) AND
MERCHANDISE
MAY BE DISPLAYED
AND SOLD BY AN
OWNER OR TENANT
OUTSIDE OF A
COMPLETELY
ENCLOSED
BUILDING SUBJECT
TO ZONING
COORDINATOR
APPROVAL AND
THE CONDITIONS
IN SECTION 50-105
OUTDOOR
ACTIVITIES OF
ARTICLE 9.

2. USE TO BE NON-
OBJECTIONABLE. P
ROCESSES AND
EQUIPMENT
EMPLOYED AND
GOODS SOLD
SHALL BE LIMITED
TO THOSE WHICH
ARE NON-
OBJECTIONABLE
BY REASON OF
ODOR, HEAT, DUST,
SMOKE, CINDERS,
GAS, FUMES, NOISE,
VIBRATION,
RADIATION,
REFUSE MATTER
OR WATER-
CARRIED WASTE.

3. HOURS OF
BUSINESS. NO
BUSINESS, SERVICE
OR PROCESSING
SHALL CONDUCT
ITS OPERATION AT
ANY POINT IN TIME
BETWEEN THE
HOURS OF 12:00
MIDNIGHT AND 6:00

A.M. IF IT IS
ADJACENT TO A GN
OR TN DISTRICT
UNLESS IT IS
ENCLOSED ON ALL
SIDES ADJOINING
SAID RESIDENTIAL
DISTRICT BY
SCREENING AND
FENCING.

4. IMPROVEMENT OF
AUTO STORAGE
AREAS. AREAS
WHICH ARE IN THE
NORMAL CONDUCT
OF BUSINESS
FREQUENTLY USED
BY AUTOMOBILES,
TRUCKS, OR
TRAILERS SHALL
BE GRADED,
DRAINED AND
SURFACED AND
OTHERWISE
COMPLY WITH THE
REQUIREMENTS OF
THE OFF-STREET
PARKING AND
LOADING
REGULATIONS OF
THIS CHAPTER.

§ 50-33. BUILDING ELEMENT REQUIREMENTS

A. PURPOSE. THE INTENT OF
THESE REQUIREMENTS IS
TO PROMOTE MIXED-USE
DEVELOPMENT AND
REHABILITATION IN
FLINT'S MOST VIBRANT
COMMERCIAL AREAS
THAT SHALL:

1. ESTABLISH A
DEVELOPMENT
PATTERN IN WHICH
NEW BUILDINGS
AND BUILDING

**MODIFICATIONS
ENHANCE THE
CHARACTER OF
THE EXISTING
BUILT
ENVIRONMENT;**

- 2. INCREASE
TRANSPARENCY
(WINDOWS) TO ADD
VISUAL INTEREST,
INCREASE
PEDESTRIAN
TRAFFIC AND TO
REDUCE CRIME
THROUGH
INCREASED
SURVEILLANCE;**
- 3. ENHANCE A SENSE
OF PLACE AND
CONTRIBUTE TO
THE
SUSTAINABILITY
OF THE CITY;**
- 4. ORIENT BUILDING
ENTRANCES AND
STOREFRONTS TO
THE STREET;**
- 5. ARTICULATE
LONGER BUILDING
FAÇADES INTO
MORE HUMAN-
SCALE
INCREMENTS;**
- 6. DISTINGUISH
COMMERCIAL USES
BASED ON SCALE
AND AUTO-
ORIENTATION; AND**
- 7. ENCOURAGE
TRANSPORTATION
ALTERNATIVES
(WALKING, BIKING
AND TRANSIT) TO**

**REDUCE
AUTOMOBILE
DEPENDENCE AND
FUEL
CONSUMPTION.**

**B. APPLICABILITY. ALL
DEVELOPMENT IN THE
NC, CC, D-E, AND D-C
DISTRICTS SHALL
COMPLY WITH THE
REQUIREMENTS
INCLUDED IN THIS
SECTION UNLESS
OTHERWISE EXPRESSLY
STATED.**

C. MATERIALS.

- 1. DURABLE
BUILDING
MATERIALS,
SIMPLE
CONFIGURATIONS
AND SOLID
CRAFTSMANSHIP
ARE REQUIRED. A
MINIMUM FIFTY
(50) PERCENT OF
WALLS VISIBLE
FROM PUBLIC
STREETS,
EXCLUSIVE OF
WALL AREAS
DEVOTED TO
MEETING
TRANSPARENCY
REQUIREMENTS
SHALL BE
CONSTRUCTED OF:
BRICK, GLASS;
FIBER CEMENT
SIDING, METAL
(BEAMS, LINTELS,
TRIM ELEMENTS
AND
ORNAMENTATION
ONLY); WOOD LAP,
STUCCO, SPLIT-
FACED BLOCK, OR**

STONE. EXTERIOR
INSULATED
FINISHING
SYSTEMS (EIFS),
AND VINYL OR
ALUMINUM SIDING
SHOULD ONLY BE
USED FOR ACCENTS
AND ARE
PROHIBITED ON
THE FIRST STORY.
METAL SIDING MAY
BE USED AS A
PRIMARY
BUILDING
MATERIAL IF
ALLOWED BY THE
PLANNING
COMMISSION WITH
SPECIAL LAND USE
APPROVAL.

**D. FAÇADE PRESERVATION
AND VARIATION.**

1. EXTERIOR
ALTERATIONS.
EXTERIOR
CHANGES AND
FAÇADE
RENOVATIONS
SHALL NOT
DESTROY OR
COVER ORIGINAL
DETAILS ON A
BUILDING,
WHEREVER
PRACTICABLE.
BRICK AND STONE
FAÇADES SHALL
NOT BE COVERED
WITH ARTIFICIAL
SIDING OR PANELS.
2. WINDOW AND
DOOR OPENINGS.
EXISTING WINDOW
AND DOOR
OPENINGS SHALL

BE MAINTAINED
WHEREVER
PRACTICABLE.
NEW WINDOW AND
DOOR OPENINGS
SHALL MAINTAIN A
SIMILAR
HORIZONTAL AND
VERTICAL
RELATIONSHIP AS
THE ORIGINALS.

3. VERTICAL AND
HORIZONTAL
LINES. THE
VERTICAL LINES OF
COLUMNS AND
PIERS, AND THE
HORIZONTAL
DEFINITION OF
SPANDRELS AND
CORNICES, AND
OTHER PRIMARY
STRUCTURAL
ELEMENTS SHALL
BE MAINTAINED
WHEREVER
PRACTICABLE.
4. UNINTERRUPTED
FAÇADE ON NEW
CONSTRUCTION.
THE MAXIMUM
LINEAR LENGTH OF
AN
UNINTERRUPTED
BUILDING FAÇADE
FACING PUBLIC
STREETS AND/OR
PARKS SHALL BE
THIRTY (30) FEET.
FAÇADE
ARTICULATION OR
ARCHITECTURAL
DESIGN
VARIATIONS FOR
BUILDING WALLS
FACING THE
STREET ARE

REQUIRED TO
ENSURE THAT THE
BUILDING IS NOT
MONOTONOUS IN
APPEARANCE.

BUILDING WALL
OFFSETS
(PROJECTIONS AND
RECESSES),
CORNICES,
VARYING BUILDING
MATERIALS OR
PILASTERS SHALL
BE USED TO BREAK
UP THE MASS OF A
SINGLE BUILDING.

5. ADMINISTRATIVE
DEPARTURES. AN
ADMINISTRATIVE
DEPARTURE,
APPROVED BY THE
DIRECTOR OF
PLANNING AND
DEVELOPMENT, OR
HIS/HER DESIGNEE,
MAY BE APPROVED
TO ALLOW THE
FOLLOWING:

- I. TO REDUCE
UP TO FIVE (5)
FEET OF THE
THIRTY (30)
FOOT
REQUIREME
NT MAY BE
APPROVED,
DEPENDING
ON ACTUAL
BUILDING
DESIGN,
ENTRANCE
PLACEMENT,
AND OTHER
FACTORS
THAT MAKE
THE THIRTY
(30) FOOT

REQUIREME
NT
IMPRACTICA
L; OR

- II. OTHER
METHODS TO
PROVIDE
ADEQUATE
ARTICULATI
ON,
PROVIDED
THAT THE
VISUAL
EFFECT OF
ARTICULATI
ON IS
MAINTAINED.
EXAMPLES
OF
ACCEPTABLE
VARIATIONS
MAY
INCLUDE
ARCHITECTU
RAL OR
ARTISTIC
DETAILS OR
FEATURES, A
VARIATION
IN COLOR OR
MATERIALS
AND
ENHANCED
ORNAMENTA
TION
AROUND
BUILDING
ENTRANCEW
AYS.

E. ENTRANCES.

1. RECESSED
DOORWAYS.
WHERE THE
BUILDING
ENTRANCE IS
LOCATED ON OR

WITHIN FIVE (5)
FEET OF A LOT
LINE, DOORWAYS
SHALL BE
RECESSED INTO
THE FACE OF THE
BUILDING TO
PROVIDE A SENSE
OF ENTRANCE AND
TO ADD VARIETY
TO THE
STREETSCAPE.

ZONING
COORDINATO
R MAY BE
GRANTED TO
PERMIT NON-
RECESSED
SERVICE
DOORS
WHERE NO
SAFETY
HAZARD
EXISTS.

- I. THE
ENTRANCE
RECESS
SHALL NOT
BE LESS
THAN THE
WIDTH OF
THE DOOR(S)
WHEN
OPENED
OUTWARD.
- II. THE
ENTRANCE
RECESS MAY
NOT EXCEED
THE
ENTRANCE
WIDTH; AND
- III. THE
ENTRANCE
MAY NOT
EXCEED TWO
(2) STORIES IN
HEIGHT
- IV. ADMINISTRA
TIVE
DEPARTURE.
AN
ADMINISTRA
TIVE
DEPARTURE
APPROVED
BY THE

2. RESIDENTIAL
DWELLINGS.
ENTRANCES FOR
ALL RESIDENTIAL
DWELLINGS SHALL
BE CLEARLY
DEFINED BY AT
LEAST ONE (1) OF
THE FOLLOWING:

- I. PROJECTING
OR RECESSED
ENTRANCE. A
RECESSED
ENTRANCE IS
REQUIRED IF
THE
BUILDING
ENTRANCE IS
LOCATED ON
OR WITHIN
FIVE (5) FEET
OF THE LOT
LINE.
- II. STOOP OR
ENCLOSED
OR COVERED
PORCH.
- III. TRANSOM
AND/OR SIDE
LIGHT
WINDOW
PANELS
FRAMING

- THE DOOR
OPENING.
- IV. ARCHITECTURAL TRIM
FRAMING
THE DOOR
OPENING.
- V. ADMINISTRATIVE
DEPARTURE.
AN
ADMINISTRATIVE
DEPARTURE
APPROVED
BY THE
ZONING
COORDINATOR MAY BE
PERMITTED
FOR OTHER
METHODS,
SUCH AS
UNIQUE
COLOR
TREATMENTS, PROVIDED
THE SAME
EFFECT IS
ACHIEVED.

3. BUILDING
ORIENTATION.

- I. PRIMARY
ENTRANCE.
THE MAIN
BUILDING
ENTRANCE
SHALL BE
LOCATED IN
THE FRONT
FAÇADE
PARALLEL
TO THE
PRIMARY
STREET.

- II. ADMINISTRATIVE
DEPARTURE.
ALTERNATIVE
ORIENTATIONS MAY BE
PERMITTED
BY THE
ZONING
COORDINATOR WHERE
SUCH
ALTERNATIVE
ORIENTATIONS ARE
CONSISTENT
WITH
EXISTING
ADJACENT
DEVELOPMENT.

F. EXPRESSION LINE (EL).

- 1. A HORIZONTAL
LINE ON THE
FAÇADE KNOWN AS
THE EXPRESSION
LINE (EL) SHALL
DISTINGUISH THE
BASE OF THE
BUILDING FROM
THE REMAINDER
TO ENHANCE THE
PEDESTRIAN
ENVIRONMENT.
THE EL SHALL BE
CREATED BY A
CHANGE IN
MATERIAL, A
CHANGE IN DESIGN,
OR BY A
CONTINUOUS
SETBACK, RECESS,
OR PROJECTION
ABOVE OR BELOW
THE EXPRESSION

LINE. SUCH
ELEMENTS AS
CORNICES, BELT
COURSES,
CORBELLING,
MOLDING,
STRINGCOURSES,
ORNAMENTATION,
AND CHANGES IN
MATERIAL OR
COLOR OR OTHER
SCULPTURING OF
THE BASE, ARE
APPROPRIATE
DESIGN ELEMENTS
FOR ELS.

2. IF APPLICABLE,
THE HEIGHT OF
THE EXPRESSION
LINE SHALL BE
RELATED TO THE
PREVAILING SCALE
OF DEVELOPMENT
IN THE AREA. A
CHANGE OF SCALE
MAY REQUIRE A
TRANSITIONAL
DESIGN ELEMENT
BETWEEN
EXISTING AND
PROPOSED
FEATURES.

ATTACHMENT:
DIAGRAM 50-33F

G. TRANSPARENCY.

1. PURPOSE. THE
FIRST FLOORS OF
ALL BUILDINGS
SHALL BE
DESIGNED TO
ENCOURAGE AND
COMPLEMENT
PEDESTRIAN-
SCALE ACTIVITY
AND CRIME

PREVENTION
TECHNIQUES. IT IS
INTENDED THAT
THIS BE
ACCOMPLISHED
PRINCIPALLY BY
THE USE OF
WINDOWS AND
DOORS ARRANGED
SO THAT ACTIVE
USES WITHIN THE
BUILDING ARE
VISIBLE FROM OR
ACCESSIBLE TO
THE STREET, AND
PARKING AREAS
ARE VISIBLE TO
OCCUPANTS OF
THE BUILDING.

2. APPLICABILITY.

- I. THE
MINIMUM
TRANSPAREN
CY
REQUIREME
NT SHALL
APPLY TO
ALL SIDES OF
A BUILDING
THAT ABUT
AN URBAN
OPEN SPACE
OR PUBLIC
RIGHT-OF-
WAY.
TRANSPAREN
CY
REQUIREME
NTS SHALL
NOT APPLY
TO SIDES
WHICH ABUT
AN ALLEY.
- II. WINDOWS
FOR
BUILDING

SIDES (NON-FRONT) SHALL BE CONCENTRATED TOWARD THE FRONT EDGE OF THE BUILDING, IN LOCATIONS MOST VISIBLE FROM AN URBAN OPEN SPACE OR PUBLIC RIGHT-OF-WAY.

3. WINDOWS AND DISPLAYS.

- I. GROUND LEVEL STOREFRONT TRANSPARENCY SHALL BE HORIZONTALLY ORIENTED OVERALL, DIVIDED INTO VERTICAL SEGMENTS.
- II. PRODUCT DISPLAY WINDOWS SHALL BE INTERNALLY LIT.
- III. INTERIOR DISPLAYS SHALL BE SET BACK A MINIMUM OF ONE (1) FOOT FROM THE WINDOW AND

SHALL NOT COVER MORE THAN FIFTY (50) PERCENT OF THE WINDOW OPENING.

- IV. NO WINDOW COVERING OR SCREENING SHALL COVER MORE THAN TWENTY-FIVE (25) PERCENT OF WINDOWS OR DOORS THAT ARE USED TO MEET TRANSPARENCY REQUIREMENTS.

4. PERCENTAGE OF REQUIRED TRANSPARENCY

- I. GROUND-FLOOR TRANSPARENCY PERCENTAGES MUST BE APPLIED BETWEEN TWO (2) FEET AND EIGHT (8) FEET FROM THE GROUND. THE AREA OF WINDOWS IN DOORS MAY COUNT TOWARDS

THE
TRANSPAREN
CY
PERCENTAG
E.

- II. STRUCTURES
IN THE NC,
DE, AND DC
DISTRICTS
SHALL
COMPLY
WITH TABLE
50-33G
BELOW WITH
REGARDS TO
THE AMOUNT
OF
TRANSPAREN
T MATERIALS
THAT IS
REQUIRED
FOR
GROUND-
FLOOR AND
UPPER
FLOOR
FACADES.
WINDOWS
MUST BE
CLEAR AND
ALLOW
VIEWS OF
THE INDOOR
SPACE OR
DISPLAY
AREAS.

ATTACHMENTS:

TABLE 50-33 (EXHIBIT 19)

DIAGRAM 50-33G (EXHIBIT 20)

**H. TRANSITIONAL
FEATURES.**

1. PURPOSE.
TRANSITIONAL
FEATURES ARE
ARCHITECTURAL

ELEMENTS, SITE
FEATURES OR
ALTERATIONS TO
BUILDING MASSING
THAT ARE USED TO
PROVIDE A
TRANSITION
BETWEEN HIGHER
INTENSITY USES
AND LOW- OR
MODERATE-
DENSITY
RESIDENTIAL
AREAS. IT IS THE
INTENT OF THESE
STANDARDS TO:

- I. REDUCE
LAND
CONSUMPTIO
N;
- II. CREATE A
COMPATIBLE
MIXED-USE
ENVIRONME
NT;
- III. LIMIT
INTERRUPTI
ONS IN
VEHICULAR
AND
PEDESTRIAN
CONNECTION
S CREATED
BY EFFORTS
TO
SEGREGATE
USES; AND
- IV. ESTABLISH
OR MAINTAIN
VIBRANT
PEDESTRIAN-
AND
TRANSIT-
ORIENTED
AREAS

WHERE
DIFFERING
USES ARE
PERMITTED
TO OPERATE
IN CLOSE
PROXIMITY
TO ONE
ANOTHER.

2. APPLICABILITY.
TRANSITIONAL
FEATURES SHALL
BE REQUIRED FOR
BUILDINGS OR
STRUCTURES
THAT:

I. AREA
ADJACENT
TO A
RESIDENTIAL
ZONE
DISTRICT
WHERE A
PERMITTED
BUILDING OR
STRUCTURE
WOULD BE
ONE (1) OR
MORE
STORIES
HIGHER
THAN
ADJACENT
BUILDINGS
OR
STRUCTURES
LOCATED IN
THE TN OR
MR ZONE
DISTRICTS.

II. HOST
HIGHER-
INTENSITY
LAND USES
THAT WOULD
ADVERSELY

AFFECT THE
LIVABILITY
OF AN AREA.
THE
PLANNING
COMMISSION
, BOARD OF
ZONING
APPEALS, OR
CITY
COUNCIL
MAY
REQUIRE
TRANSITION
AL FEATURES
AS PART OF A
SPECIAL
LAND USE,
VARIANCE,
PLANNED
UNIT
DEVELOPME
NT OR
EXCEPTION
APPROVAL.

3. LANDSCAPE
BUFFER. THE
PLANNING
COMMISSION,
ZONING BOARD OF
APPEALS, CITY
COUNCIL OR
DIRECTOR OF
PLANNING AND
DEVELOPMENT
MAY REQUIRE THE
USE OF A
LANDSCAPE
BUFFER IN LIEU OF,
OR IN ADDITION TO,
A TRANSITIONAL
FEATURE WHERE
SUCH LANDSCAPE
BUFFER WOULD
REDUCE
POTENTIALLY
ADVERSE IMPACTS
BETWEEN

INCOMPATIBLE
USES OR
DIFFERENT
BUILDING TYPES.

FEATURES ON
SURROUNDING
SITES.

4. ARCHITECTURAL
FEATURES.
SIMILARLY SIZED
AND PATTERNED
ARCHITECTURAL
FEATURES SUCH AS
WINDOWS, DOORS,
ARCADES,
PILASTERS,
CORNICES, WALL
OFFSETS, BUILDING
MATERIALS, AND
OTHER BUILDING
ARTICULATIONS
INCLUDED ON THE
LOWER-INTENSITY
USE SHALL BE
INCORPORATED IN
THE
TRANSITIONAL
FEATURES.

6. LIGHTING AND
NOISE.
INCOMPATIBLE
OUTDOOR
LIGHTING OR
SOURCES OF
AUDIBLE NOISE
SHALL BE
PREVENTED
WHENEVER
PRACTICABLE.

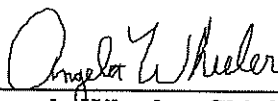
Sec. 2. The ordinances in this
Article shall become effective upon
publication.

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

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

5. PARKING AND
LOADING. OFF-
STREET PARKING,
LOADING, SERVICE
AND UTILITY
AREAS SHALL BE
LOCATED AWAY
FROM THE LOWER-
INTENSITY USE
AND, WHERE
POSSIBLE,
ADJACENT TO
SIMILAR SITE

§ 50-30 Permitted Uses

Table 50-30 (Exhibit 13):

Table 50-30. Uses: Commercial Zone Districts					
	NC	CC	DE	DC	Reference
RESIDENTIAL					
Household Living					
Single-Family Dwelling	S		S		50-59
Two-Family Dwelling (Duplex)	P	S	P		50-85
Single-Family Attached Dwelling	P	S	P		50-85
Multi-Family Dwelling (all floors)	P	P	P		50-104
Multi-Family Dwelling (above first floor)	P	P	P	P	50-104
Accessory Dwelling Unit	S		S		50-79
Mixed Use	P	P	P	P	
Group Living					
Convalescent or Nursing Home		S	P		
Fraternity/Sorority House			P		50-96
Transitional or Emergency Shelter	S	S	S		50-119
Adult Foster Care Family Home (1-6 residents)			S		50-81
Adult Foster Care Small Group Home (1-6)			S		50-81
Adult Foster Care Small Group Home (7-12)		P	P		50-81
Adult Foster Care Large Group Home (13-20)		P	P		50-81
RECREATIONAL					
Community Center	P		S		
AGRICULTURAL					
Farmers' Market (Permanent)	P		P		
Farmers' Market (Temporary)	P	P	P	P	50-118
Produce Stand	A	S			50-109
Community Garden	A	A	A		50-91
INSTITUTIONAL AND CULTURAL					
Religious					
Place of Worship	S	P	P	S	
Cemetery		S			
Government and Educational					
Elementary/Middle School		S	P		
High School		S	P		
College or University or Vocational Training		S	P	P	
Other Governmental Use or Facility		P	P	P	
Other Institutional, and Cultural					
Social Service Facility	P	P	P	S	
Civil, Religious, or Charitable Organization	P	P	P	S	
Library	P	P	P	S	
Museum		S	P	S	
Art Gallery	P	P	P	P	
Health					
Rehabilitation Center (w/o residential care)	S	P	P	S	
Hospital or Medical Center		P	P	S	
COMMERCIAL					
Automotive Services					
Automotive Rental		P			50-122
Auto Supply/Accessory Sales	S	P			
Vehicle Repair and Services		P			50-123
Vehicle Fuel Station (without vehicle repair, may include 1,000 sq. ft. convenience-Store)	S	P	S		50-121
Vehicle Sale/ Lease (including auto, RV, boat)		P			50-122
Car Wash	S	P			
Farm Implement Sales		P			

	NC	CC	DE	DC	Reference
Entertainment and Hospitality					
Arcade, Amusement Devices, Gaming, Pool Hall	S	P	P	S	50-94
Auditorium, Cinema, Concert Hall, Theater, Banquet Hall, Amphitheater	S	P	P	P	50-86
Adult Entertainment Uses		ARU			50-80
Bingo Hall		ARU	ARU		50-92
Bowling Alley, Skating Rink	S	P	S	S	
Casino			S		
Charity Gaming		ARU	ARU		50-92
Convention Center		P	P	P	
Dance Club, Night Club		S	S	S	50-94
Drive-In Theaters (Entertainment)		S			
Entertainment, Live (Not including ARUs)	S	P	P	P	
Hookah Lounge, Cigar Lounge	S	P	S	S	
Sports and Entertainment Arena		S	S		
Temporary Lodging					
Bed and Breakfast			P		50.9.11
Motel		P			
Hotel		P	P	P	
Offices					
Financial Services	P	P	P	P	
Physician or Dentist Office or Medical Clinic	P	P	P	P	
General Professional Office	P	P	P	P	
Research Facility/Laboratory		P	S		
Copying, Mailing, Courier Services, Parcel Receiving, Shipping Station	P	P	P	P	
Film Production, Photography, Radio, TV Studio	P	P	P	P	
Live/Work Unit	P	P	P		50-101
Personal Service Establishments					
Personal Service Establishments	P	P	P	P	
Gym or Fitness center	P	P	P	P	
Animal Services Day Care (w/o overnight boarding)	P	P	P		
Kennel (w/ boarding and/or grooming)		P			
Veterinary Clinic or Hospital (with or w/o boarding)	P	P	P		
Funeral Home or Mortuary		P			
Tattoo Establishment		ARU	ARU		50-80
Residential Service					
Adult Day Care or Day Services Center		P	S		50-81
Group Day Care Home		P	S		
Child Care Center	S	P	P	S	50-90
Retail and Service					
Grocery Store	P	P	P	S	
Retail Sales, General	P	P	P	P	
Retail Sales, Outdoor Nursery, Garden Center or Landscaping Supply		P			
Convenience Store (W/ or w/o liquor)	S	P	P	S	50-83
Restaurant w/Alcohol (beer, wine and/or liquor)	S	P	P	P	50-83
Restaurant w/o Alcohol	P	P	P	P	
Catering Business	P	P	S	S	
Bar, Tavern, Taproom, or Tasting Room	S	S	S	S	50-83
Brewpub	S	S	S	S	50-83
Craft Winery/distillery	S	S	S	S	50-83
Commercial Art Gallery	P	P	P	P	
Instruction Studio	P	P	P	P	
Cash Advance		S			
Liquor Store/Package Goods/Party Store		ARU	ARU		50-83/50-80
Antique, Second-Hand Store (except pawn shop)	P	P	P	P	

Article IV – Attachments

	NC	CC	DE	DC	Reference
Pawn Shop or Pawn Broker		ARU			50-80
Firearms Sales		S			
Drive Through (all commercial uses w/drive through; includes dry cleaning)	S	A	A		
INDUSTRIAL					
Manufacturing and Production, Light					
Trade: Sheet Metal, Carpenter, Plumbing or Heating, Furniture Upholstering, Paint, Paper Hanging, Decorating or Sign Painting Shop, or Similar Enterprise, etc.		P			
Household Service: Dry Cleaning Facility, Household Goods or Appliance Repair Shop, etc.	S	P	S		
Pottery and Figurine making, large-scale commercial/industrial		P			
Microbrewery/Small Distillery/Small Winery		P	P	P	
Large Brewery/Large Distillery/Large Winery		S			
Self-Storage Facility		P			50-114
Stone Monument Works		P			
Transportation					
Parking Structures		P	P		50-108
Stand Alone Parking, Surface Lots		P	S		
Transit Terminal or Station			P		
Utilities					
Electrical Substations and Private Utilities	S	S	S	S	50-93
Wireless Communication Facilities – Collocated on Existing Towers	P	P	P	P	50-126
Small-Scale Solar Energy Production	A	A	A	A	50-117
Large-Scale Solar Energy Production		A	A		50-116
Small-Scale Wind Energy Production	A	A	A	A	50-125
Additionally Regulated Uses					
Liquor/Package Goods/Party Store	ARU				50-80/50-83

§ 50-31. Site Placement, Building Placement, Bulk Standards

Table 50-31A (Exhibit 14):

Table 50-31A. Lot and Bulk Standards: NE and CC Districts										
District Name	Lot Characteristics		Site Design						Development Intensity	
	Min. Lot Width (W)	Min. Lot Area (s.f.)	Front Setback (F)		Corner Side Setback (C)		Interior Side Setback (S)	Rear Setback	Min. Lot Area per Dwelling Unit	Max. Building Height
			Min.	Max.	Min.	Max.	Min.	Min. (R)		
NC	25'	3000	None	10'	None	10'	None, unless lot width is greater than 100' and against a residential use, then 10'	20'	1,000 sq. ft.	4 stories/50'
CC										
For lots less than 140' deep	40'	3000	None	10'	None	10'	None, except for against a TN or M district, then 10'	20'	2,000 sq. ft.	4 stories/50'
For lots 140' deep or more	60'	8400	None	80'	None	20'	None, except for against a TN or M district, then 20'	40'	2,000 sq. ft.	4 stories/50'

Diagram 50-31A (Exhibit 15):

Commerical Zone Bulk Standards
NC, CC Districts

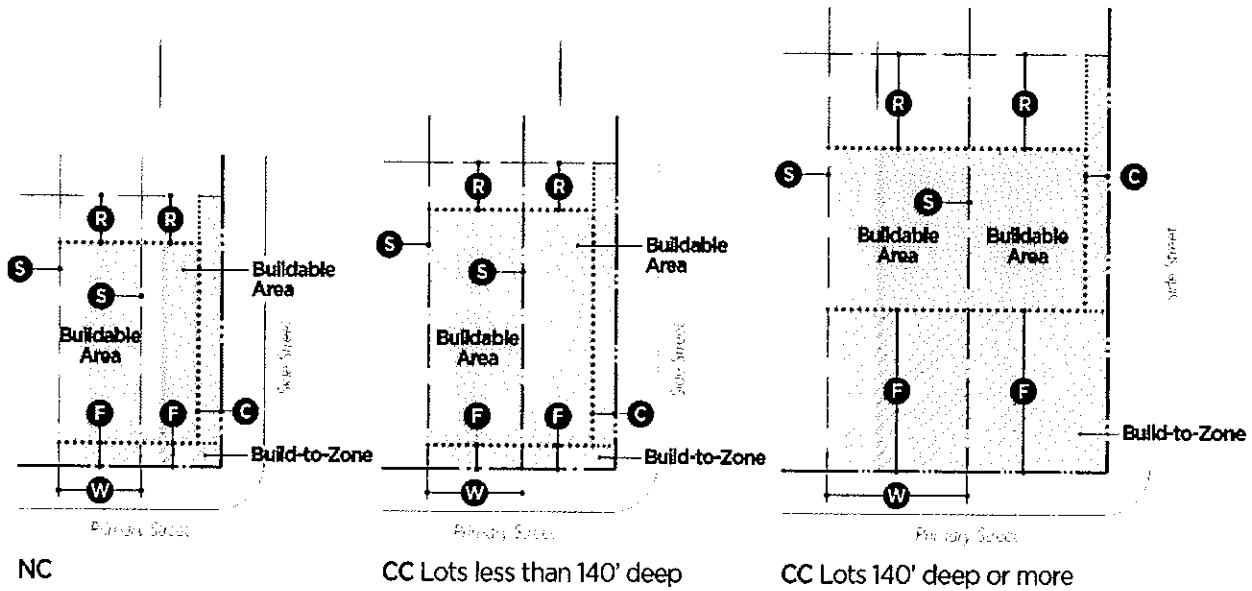
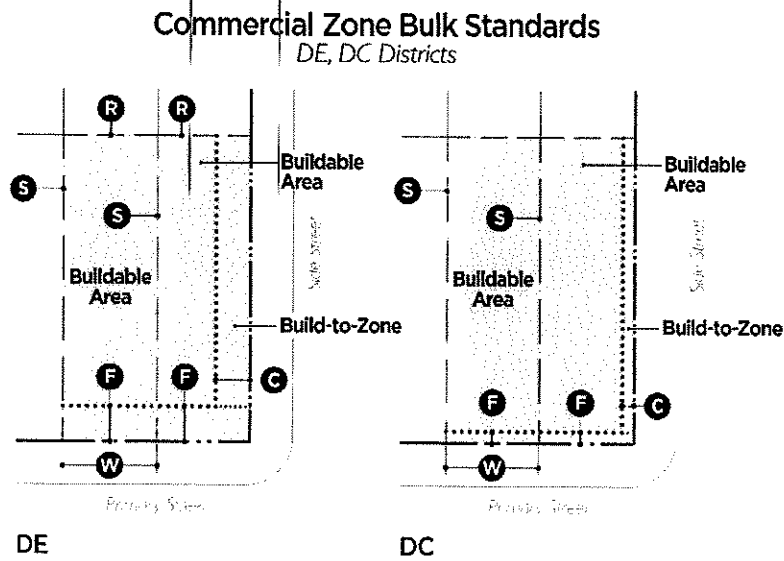


Table 50-31B (Exhibit 16):

Table 50-31B. Lot and Bulk Standards: D-E and D-C Districts

District Name	Lot Characteristics		Site Design						Development Intensity		
	Min. Lot Width (W)	Min. Lot Area (s.f.)	Front Setback (F)		Corner Side Setback (C)		Interior Side Setback (S)	Rear Setback (R)	Min. Lot Area per Dwelling Unit	Building Height	
			Min.	Max.	Min.	Max.	Min.	Min.		Max.	Min.
DE	40'	6000	None	15'	None	15'	None, except for against a TN or MR district, then 10'	None, except for against a TN or MR district, then 20'	600 sq. ft. per efficiency or one bedroom apartment; 800 sq. ft. per two or more bedroom apartment	Max. 75'	
DC	20'	3000	None	5'	None	5'	None	None	None	Max. 125'	Min. 35'

Diagram 50-31B (Exhibit 17):



§ 50-33 Building Element Requirements

Diagram 50-33F (Exhibit 18):

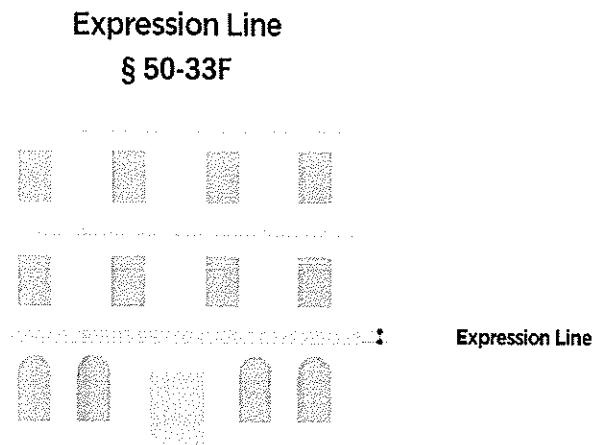


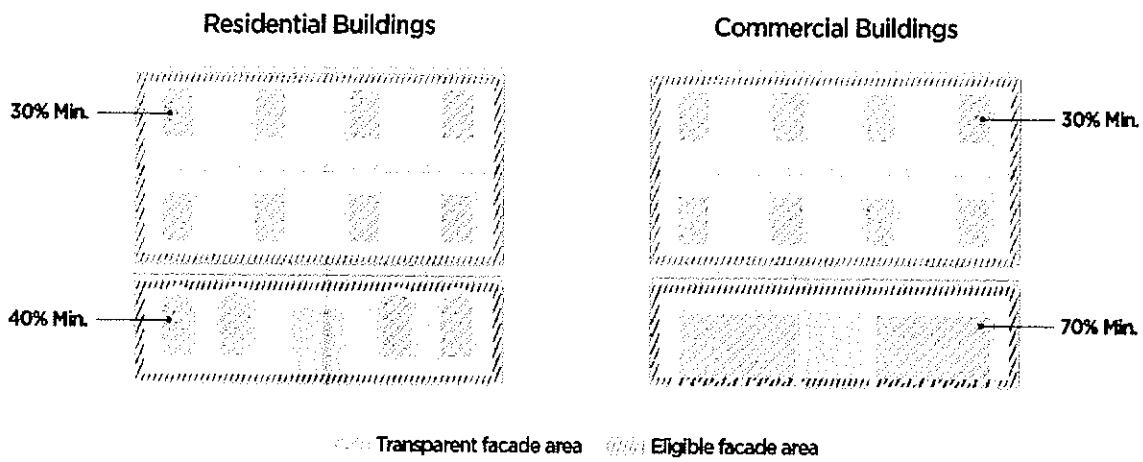
Table 50-33 (Exhibit 19):

Table 50-33. Minimum Façade Transparency In NC, D-E, and D-C Districts		
	Commercial Use	Residential Use
Ground-floor	70%	40%
Upper floors	30%	30%

Diagram 50-33G (Exhibit 20):

Transparency Requirements

§ 50-33G



210048

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning, Article V, C-1 Multifamily Walk-Up Apartment District, by repealing said Article and adopting Article V, Employment Zone Districts, which shall read in its entirety as follows:

ARTICLE 5 – EMPLOYMENT ZONE DISTRICTS

§ 50-34. CE COMMERCE AND EMPLOYMENT: PURPOSE AND INTENT

THE CE COMMERCE AND EMPLOYMENT DISTRICT IS INTENDED TO ACCOMMODATE A HIGH INTENSITY MIX OF USES INCLUDING LARGE EMPLOYERS, REGIONAL COMMERCIAL CENTERS, AND LARGE CLUSTERS OF SMALL AND MID-SIZE COMMERCIAL AND EMPLOYMENT USERS. MULTI-FAMILY RESIDENTIAL USES, SUCH AS WORKFORCE HOUSING, MAY BE PERMITTED ON A LIMITED SCALE TO BUFFER LESS INTENSE NEARBY RESIDENTIAL DEVELOPMENT FROM MORE INTENSE USES WITHIN THE DISTRICT. DAILY ACTIVITIES

WITHIN THE DISTRICT ATTRACT VISITORS FROM THROUGHOUT THE REGION AND SURFACE LOTS AND PARKING DECKS MAY BE COMMON. CONSIDERATION SHOULD BE GIVEN TO ACCESS MANAGEMENT, LOADING AND SERVICE AREA SCREENING, AND THE USE OF OPEN SPACE AND LANDSCAPING TO FOSTER A POSITIVE PEDESTRIAN ENVIRONMENT.

§ 50-35. PC PRODUCTION CENTER: PURPOSE AND INTENT

THE PC PRODUCTION CENTER DISTRICT IS INTENDED TO ACCOMMODATE INTENSE INDUSTRIAL USES CAPABLE OF GENERATING CONSIDERABLE NOISE, TRAFFIC, AND OTHER NUISANCES. USES MAY ALSO INCLUDE INDUSTRIAL USERS REQUIRING SIGNIFICANT AREAS DEDICATED TO THE STORAGE OF MATERIALS OR WHOSE OPERATION IS TYPICALLY PERFORMED IN THE OPEN-AIR, PROVIDED THEIR IMPACTS ARE MITIGATED THROUGH SCREENING AND BUFFERING. LANDSCAPED OR NATURALIZED AREAS ALONG THE PERIMETER OF THE DISTRICT SHOULD BE USED TO PROVIDE A BUFFER TO LESS INTENSE RESIDENTIAL, COMMERCIAL, AND EMPLOYMENT DISTRICTS, LIMITING IMPACTS ON PROPERTY VALUES AND QUALITY OF LIFE.

§ 50-36. GI-2 GREEN INNOVATION – HIGH INTENSITY: PURPOSE AND INTENT

THE CITY OF FLINT STRIVES TO ENCOURAGE ACTIVITY IN THE GREEN ECONOMY, WHICH IS DEFINED AS BUSINESSES OR ORGANIZATIONS THAT PRODUCE GOODS AND SERVICES WITH AN ENVIRONMENTAL BENEFIT OR ADD VALUE TO SUCH PRODUCTS USING SKILLS OR TECHNOLOGIES THAT ARE UNIQUELY APPLIED TO THOSE PRODUCTS. ECONOMIC BENEFITS CAN BE DERIVED EITHER INHERENTLY, SUCH AS ENVIRONMENTAL REMEDIATION SERVICES, HOME WEATHERIZATION, ENERGY RETROFITTING, AND SOLAR PANEL INSTALLATION, OR RELATIVELY, SUCH AS ORGANIC FOOD PRODUCTION OR PROCESSING, THE PRODUCTION OF SOLAR PANELS, OR THE PRODUCTION OF PARTS FOR WIND TURBINES. EDUCATION AND TRAINING IN GREEN ECONOMY SKILLS IS ENCOURAGED. GREEN ECONOMY BUSINESSES OR ORGANIZATIONS ARE NOT SIMPLY BUSINESSES THAT CONDUCT THEMSELVES IN AN ENVIRONMENTALLY-FRIENDLY MANNER, RATHER, GREEN INNOVATION USES ENHANCE THE LOCAL ECONOMY AND PROVIDE PRODUCTS OR SERVICES WITH AN ENVIRONMENTAL BENEFIT.

GI GREEN INNOVATION DISTRICTS ARE INTENDED TO ACCOMMODATE A WIDE ARRAY OF ACTIVITIES CAPABLE OF CAPITALIZING ON TURNING VACANT, FORMERLY DEVELOPED LAND INTO A PRODUCTIVE REUSE WITHIN THE COMMUNITY WITH A FOCUS ON

GREEN OR SUSTAINABLE INITIATIVES. IN CONJUNCTION WITH THE CITY'S 2013 MASTER PLAN, THERE ARE TWO DISTINCT TYPES OF GREEN INNOVATION DISTRICTS: GI-1 (FOUND IN ARTICLE 6) AND GI-2.

THE GI-2 DISTRICT IS COMPRISED OF LARGER VACANT OR MINIMALLY DEVELOPED PARCELS THAT MAY SERVE AS A TRANSITION OR BUFFER BETWEEN COHESIVE RESIDENTIAL NEIGHBORHOODS AND MORE INTENSELY DEVELOPED INDUSTRIAL AREAS. MEDIUM-HIGH INTENSITY INDUSTRIAL, RESEARCH AND DEVELOPMENT, AND AGRICULTURAL LAND USES ARE APPROPRIATE, PROVIDED THAT THEY ARE CONSISTENT WITH THE DEFINITION OF GREEN BUSINESSES AND HAVE MINIMAL IMPACT ON ADJACENT RESIDENTIAL AREAS. UNLIKE THE GI-1 DISTRICT, THE GI-2 DISTRICT IS PREDOMINANTLY ADJACENT TO EMPLOYMENT DISTRICTS AND SO WILL HAVE SIMILAR BULK AND DIMENSIONAL STANDARDS, UNLESS DIRECTLY ADJACENT TO RESIDENTIAL, WHERE ADDITIONAL SCREENING AND SETBACKS WILL APPLY.

§ 50-37. PERMITTED USES

ARTICLE 16 DEFINITIONS SHALL BE REFERRED TO FOR CLARITY ON THE USES AS LISTED.

A. LAND USES. USES ARE ALLOWED IN RESIDENTIAL ZONE DISTRICTS IN ACCORDANCE WITH TABLE 50-37. USES: EMPLOYMENT ZONE DISTRICTS. THE FOLLOWING KEY IS TO BE

USED IN CONJUNCTION
WITH THE USE TABLE.

1. PERMITTED USES. USES PERMITTED BY RIGHT IN THE ZONE DISTRICT, SUBJECT TO COMPLIANCE WITH ALL OTHER APPLICABLE REQUIREMENTS OF THIS CHAPTER. THESE USES ARE IDENTIFIED WITH A "P."
2. SPECIAL LAND USES. USES WHICH MAY BE ALLOWED SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION IN ACCORDANCE WITH ARTICLE 17 AND WITH ALL OTHER APPLICABLE REQUIREMENTS OF THIS CHAPTER. THESE USES ARE IDENTIFIED WITH AN "S."
3. ADDITIONALLY REGULATED USES. USES WHICH MAY BE ALLOWED SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING COMMISSION IN ACCORDANCE WITH ARTICLE 17 AND WITH ALL OTHER

APPLICABLE
REQUIREMENTS OF
THIS CHAPTER,
INCLUDING
LIMITING
CONDITIONS
SPECIFIED IN
ARTICLE 9. THESE
USES ARE
IDENTIFIED WITH
"ARU".

4. ACCESSORY USES. USES WHICH ARE PERMITTED BY RIGHT, ASSUMING THEY ARE NOT THE PRIMARY USE ON THE SIGHT AND THAT THEY ARE IN COMPLIANCE WITH ALL OTHER APPLICABLE REQUIREMENTS OF THIS CHAPTER. THESE USES ARE IDENTIFIED WITH AN "A."
5. USES NOT ALLOWED. A CELL WHICH IS LEFT BLANK INDICATES THAT THE LISTED USE IS NOT ALLOWED IN THAT ZONE DISTRICT.
6. USE REGULATIONS. MANY ALLOWED USES, WHETHER PERMITTED BY RIGHT OR AS A SPECIAL LAND USE, ARE SUBJECT TO COMPLIANCE WITH ARTICLE 9.

7. UNLISTED USES. IN GENERAL UNLISTED USES ARE PROHIBITED. HOWEVER, IF AN APPLICATION IS SUBMITTED FOR A USE NOT LISTED, THE ZONING COORDINATOR SHALL MAKE A DETERMINATION AS TO THE PROPER ZONE DISTRICT AND USE CLASSIFICATION FOR THE NEW OR UNLISTED USE. IF THE UNLISTED USE IS SIMILAR TO AN EXISTING PERMITTED USE IN THE SAME ZONE DISTRICT AND FITS THE INTENT OF THE ZONE DISTRICT, THE ZONING COORDINATOR MAY DETERMINE THAT THE UNLISTED USE IS PERMITTED.

USES BEING DEVELOPED SIMULTANEOUSLY SHALL BE THE SAME AS THE HIGHEST LEVEL OF REVIEW OF THE INDIVIDUAL USES.

ATTACHMENT:
TABLE 50-37 (EXHIBIT 21)

§ 50-38. SITE, BUILDING PLACEMENT, AND BULK STANDARDS

SITE DIMENSIONS TABLE. ALL DEVELOPMENT IN EMPLOYMENT ZONE DISTRICTS MUST COMPLY WITH THE REQUIREMENTS IN TABLE 50-38 UNLESS OTHERWISE EXPRESSLY STATED. SETBACKS ARE MEASURED FROM THE NEAREST PARCEL LINE.

ATTACHMENTS:
TABLE 50-38 (EXHIBIT 22)
DIAGRAM 50-38 (EXHIBIT 23)
DIAGRAM 50-38 (EXHIBIT 24)

§ 50-39. ADDITIONAL CRITERIA AND REQUIREMENTS FOR REVIEW OF USES IN GREEN INNOVATION DISTRICTS

8. PARKING STANDARDS. PARKING REQUIREMENTS ARE LOCATED IN ARTICLE 12 PARKING, LOADING AND CIRCULATION.

A. INTENT. DEVELOPMENT INTENSITY WITHIN THE GI-1 AND GI-2 DISTRICTS SHOULD BE CONTEXT SENSITIVE AND SHOULD LIMIT IMPACTS ON SURROUNDING LAND USES, INCLUDING SINGLE FAMILY HOMES WITHIN THE GI-1 DISTRICT AS WELL AS LESS INTENSE COMMERCIAL AND RESIDENTIAL USES IN ADJACENT DISTRICTS. GIVEN THE RAPIDLY CHANGING NATURE OF

9. LEVEL OF REVIEW FOR MIXED-USE PROJECTS. THE LEVEL OF REVIEW FOR A PROJECT WITH MULTIPLE

GREEN BUSINESS AND THE
UNIQUE CONTEXT IN FLINT,
ALL FUTURE DEVELOPMENT
AND ACTIVITY WITHIN A GI-
1 OR GI-2 DISTRICT MUST
DEMONSTRATE IT MEETS
THE SUSTAINABILITY
INTENT AND GOALS OF
GREEN INNOVATION.

ENVIRONMENT
AL
MANAGEMENT,
AND
RECYCLING

V. RENEWABLE
ENERGY

B. NARRATIVE FOR LOCATION
WITHIN DISTRICT. USES
MUST DEMONSTRATE THEIR
APPROPRIATENESS FOR THE
GI DISTRICT INSTEAD OF
OTHER DISTRICTS WITHIN
THE COMMUNITY. ALONG
WITH ANY NECESSARY
APPLICATION MATERIALS
OUTLINED BY ARTICLE 17 OF
THIS CHAPTER, THE
APPLICANT MUST INCLUDE
A NARRATIVE DETAILING
HOW THE DEVELOPMENT
MEETS THE FOLLOWING
REQUIREMENTS.

2. THE APPLICANT
MUST DESCRIBE
HOW THE
DEVELOPMENT
WILL NOT
ADVERSELY
AFFECT ADJACENT
RESIDENTIAL OR
LESS INTENSIVE
USES.

C. ADDITIONAL LANDSCAPING.
ANY NON-RESIDENTIAL USE
IN A GI-1 DISTRICT SHARING
A LOT LINE WITH A
RESIDENTIAL USE SHALL
PROVIDE AT LEAST A TYPE-2
TRANSITION YARD (SEE
SECTION 50-157) ALONG THE
SHARED LINE(S). THIS
TRANSITION YARD MAY BE
INCORPORATED AS PART OF
A REQUIRED SETBACK
PROVIDED THE SETBACK IS
LARGER THAN THE
TRANSITION YARD. IF THE
SPECIFIC USE REQUIRES A
MORE SPECIFIC OR INTENSE
LEVEL OF
LANDSCAPING/BUFFERING
THOSE REGULATIONS
SHALL APPLY.

1. THE APPLICANT
MUST DESCRIBE
HOW THE USE MAY
BE CLASSIFIED IN
ONE OR MORE OF
THE FOLLOWING
GREEN BUSINESS
AREAS:

- I. AGRICULTURE
AND NATURAL
RESOURCES
CONSERVATION
- II. EDUCATION
AND
COMPLIANCE
- III. ENERGY AND
RESOURCE
EFFICIENCY
- IV. GREENHOUSE
GAS
REDUCTION,

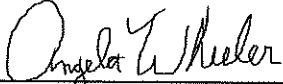
Sec. 2. The ordinances in this
Article shall become effective upon
publication.

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

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

S:\Ordinance Review\1.19.21_ARTICLE 5 EMPLOYMENT
ZONE DISTRICTS pc approved.docx

§ 50-37. Permitted Uses

Table 50-37 (Exhibit 21):

Table 50-37. Uses: Employment Zoning Districts

	CE	GI-2	PC	Reference
RESIDENTIAL				
Household Living				
Single-Family Detached Dwelling				50-59
Multi-Family Dwelling	S			50-104
Accessory Dwelling Unit				
Mixed Use	P			
Group Living				
Convalescent or Nursing Home	S			
Adult Foster Care Small Group Home (7-12 residents)	S			50-81
Adult Foster Care Large Group Home (13-20)	S			50-81
Community Center				
Park				
Public-Owned Park	P	P	P	
AGRICULTURAL				
Aquaculture				50-84
Aquaponics	S	P	P	50-84
Farmers Market (Temporary)	P			50-118
Produce Stand				
Greenhouse	A	P		50-98
Hoophouse	S	P		50-100
Hydroponics	S	P	P	
Apiary/Beekeeping		P		50-88
Commercial Composting		P	P	
Orchard (11 or more trees)		P		
Urban Agriculture		P		50-120
Community Garden	A			50-91
INSTITUTIONAL AND CULTURAL				
Religious				
Place of Worship	S			
Cemetery	S			
Government and Educational				
Elementary/Middle School	S			
High School	S	S		
College or University or vocational training	P	S		
Other Governmental Use or Facility	P			
Other Institutional, and Cultural				
Social Service Facility (w/o residential care)	P			
Civil, Religious, or Charitable Organization	P			
Health				
Rehabilitation Center (w/o residential care)	P			
Hospital or Medical Center	P			
COMMERCIAL				
Automotive Services				
Automotive Rental	P		P	50-122
Auto Supply/Accessory Sales	P		P	
Vehicle Repair and Services	P		P	50-123
Vehicle Fuel Station (without vehicle repair, may include 1,000 sq. ft. convenience-Store)	P		P	50-121
Vehicle Sale/ Lease (including auto, RV, boat)	P		P	50-122

Article V – Attachments

	CE	GI-2	PC	Reference
Vehicle Salvage and Wrecking Operations			P	50-103
Vehicle Towing and Storage (including auto, RV, boat)	S		P	
Car Wash	P		P	
Farm Implement Sales	P		P	
Entertainment and Hospitality				
Adult Entertainment Uses	ARU		ARU	50-80
Arcade, Amusement Devices, Gaming, Billiards Hall	P			50-94
Auditorium, Cinema, Concert Hall, Theater, Banquet Hall, Amphitheater	P			50-86
Bingo Hall	ARU			50-80
Bowling Alley, Skating Rink	P			50-94
Casino	S		S	
Charity Gaming	ARU			50-80
Convention Center	P		S	
Dance Club, Night Club	S			50-94
Drive-In Theaters	P			
Entertainment, Live (Not including ARUs)	P			
Hookah Lounge, Cigar Lounge	S			
Sports and Entertainment Arena	S			
Lodging				
Motel	P			
Hotel	P		S	
Offices				
Financial Services	P		S	
Physician or Dentist Office or Medical Clinic	P			
General Professional Office	P			
Research Facility/ Laboratory	P	S	P	
Copying, Mailing, Courier Services, Parcel Receiving, Shipping Station	P		P	
Film Production, Photography, Radio, TV Studio	P		P	
Live/Work Unit	S			50-101
Personal Service Establishments				
Personal Service Establishments	P			
Animal Day Care (w/o boarding)	P			
Kennel (w/ boarding and/or grooming)	P			
Veterinary Clinic or Hospital (with or w/o boarding)	P			
Funeral Home or Mortuary	P			
Crematory			P	
Gym or Fitness Center	P			
Tattoo Establishment	ARU			50-80
Residential Service				
Adult Day Care or Day Services Center	P			50-81
Group Day Care Home	P			
Child Care Center	P			50-90
Retail and Service				
Retail Sales, General	P			
Grocery Store	P		S	
Non-food Retail Sales, General (w/o alcohol)	P		S	
Convenience Store	P			50-83
Retail Sales, Outdoor Nursery, Garden Center or Landscaping Supply	P	P	P	
Restaurant w/Alcohol (beer, wine and/or liquor)	S			50-83
Restaurant w/o Alcohol	S			
Catering Business	P			
Bar, Tavern, Taproom, or Tasting Room	S			50-83
Brewpub	S			50-83
Craft Winery/Distillery	S			50-83

Article V Attachments

	CE	GI-2	PC	Reference
Commercial Art Gallery	S			
Instruction Studio	S			
Cash Advance	S			
Antique, Second-Hand Store (except pawn shop)	P			
Liquor/Package Goods/Party Store	ARU			50-80/50-83
Limited Wholesale	P	S	P	
Wholesale Business	P	S	P	
Pawn Shop or Pawn Broker	ARU		ARU	50-80
Fire Arms Sales	S		S	
Drive Through (all commercial uses w/drive through; includes dry cleaning)	A		A	50-92
INDUSTRIAL				
Manufacturing and Production, Light				
Trade: Sheet Metal, Carpenter, Plumbing or Heating, Furniture Upholstering, Paint, Paper Hanging, Decorating or Sign Painting Shop, or Similar Enterprise, etc.	P		P	
Household Service: Dying and Dry Cleaning Facility, Household Goods or Appliance Repair Shop, etc.	P		P	
Assembly, Manufacturing, or Production of food, textile products, technology, wood products, furniture and fixtures, paper, clay, glass or fabricated metal	S	S	P	
Canning and Bottling Works	S		P	
Food Products	S	S	P	
Production of Pharmaceuticals	S		P	
Products from Previously Prepared Materials	S	S	P	50-103
Pottery and Figurine making, large-scale commercial	P		P	
Welding Shops and Other Metal Working Machine Shops	S		P	
Ice Manufacturing	S		P	
Warehousing, Storage	P	A	P	
Microbrewery/Small Distillery/Small Winery	P		S	
Large Brewery/Large Distillery/Large Winery	S		S	
Self-Storage Facility	P		P	50-114
Stone Monument Works	P		P	
Building Materials Sales Yards	S		P	
Contractors Yards and Similar Establishments	S		P	
Manufacturing and Production, Heavy				
Automotive and Parts Manufacturing	S		P	
Bulk Stations			P	
Coal, Coke and Wood Yards			S	
Other Storage and Equipment Yards			P	
Materials Salvage, Recycling and Processing			P	50-103
Commercial Laundry, Dry Cleaning Processing, Drug and Lab Disposal			S	
High Emissions Manufacturing (i.e. Acid, Asbestos, Brewing and Distilling, Flour or Forge Grain Mill, Meat Packing, etc.)			S	
Foundry			P	
Transportation				
Airports			P	
Railroad Yard and Major Freight Station	S		P	
Freight Terminal	S		P	
Parking Structures	P		P	50-108
Stand Alone Parking, Surface Lots	P		P	
Transit Terminal or Station	P		S	
Utilities				
Electrical Substations and Private Utilities	S	S	S	50-93
Wireless Communication Facilities – Collocated on Existing Tower	P	P	P	50-126
Wireless Communication Facilities – New Towers and Facilities	S		S	50-126

	CE	GI-2	PC	Reference
Large-scale Solar Energy Production	S	P	S	50-116
Small-scale Solar Energy Production	A	A	A	50-117
Large-scale Wind Energy Production		P	S	50-124
Small-Scale Wind Energy Production	A	A	A	50-125
Additionally Regulated Uses				
Medical Marijuana Dispensaries/Provisioning Centers	ARU	ARU	ARU	50-80.1
Commercial Medical Marijuana "Growing" Facility	ARU	ARU	ARU	50-80.1
Commercial Medical Marijuana Processing Facility	ARU	ARU	ARU	50-80.1
Commercial Medical Marijuana Safety Compliance Facility	ARU	ARU	ARU	50-80.1

§ 50-38 Site, Building Placement, and Bulk Standards

Table 50-38 (Exhibit 22):

Table 50-38. Employment Districts Bulk and Site Standards						
District	Lot Characteristics		Site Design			
	Min. Lot Width	Min. Lot Area (s.f.)	Min. Front Setback	Min. Corner Side Setback	Min. Interior Side Setback	Min. Rear Setback
CE	100'	15000	10', unless abutting residential development, then 40'	None, unless abutting residential development, then 20'	None, unless abutting residential development, then 20'	None, unless abutting residential development or the NC, CC, or D districts, then 40'
PC	100'	15000	30', unless abutting residential development, then 50'	None, unless abutting residential development, then 30'	None, unless abutting residential development, then 30'	None, unless abutting residential development or the NC, CC, or D districts, then 60'
GI-2	N/A	30,000	30'	30'	30'	25'

Diagram 50-38 (Exhibit 23):

Industrial Zone Bulk Standards CE, PC Districts

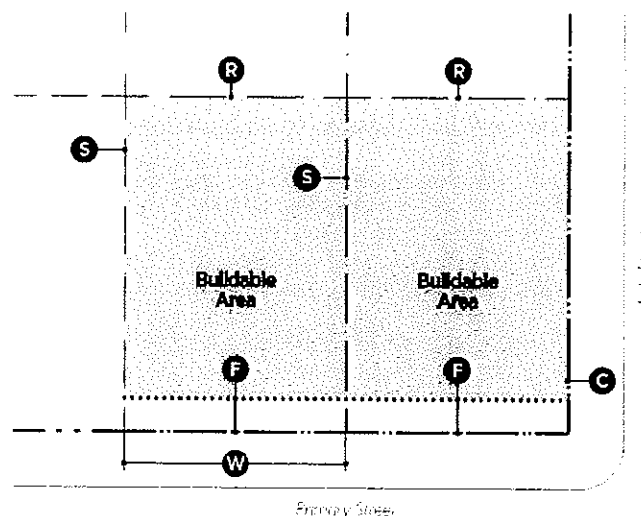
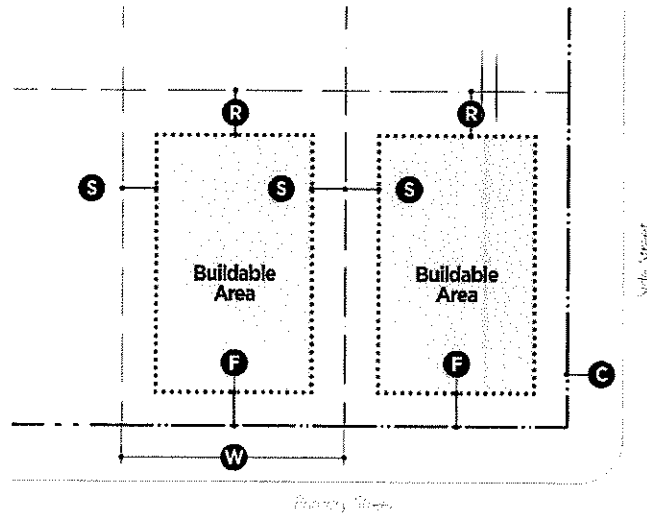


Diagram 50-38 (Exhibit 24):

Industrial Zone Bulk Standards
GI-1, GI-2 Districts



210049

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning, Article VI, C-2 Multifamily High Density Apartment District, by repealing said Article and adopting Article VI, Institutional/Innovation Zone Districts, which shall read in its entirety as follows:

ARTICLE 6
INSTITUTIONAL/INNOVATION
ZONED DISTRICTS

§ 50-40. IC INSTITUTIONAL CAMPUS:
PURPOSE AND INTENT

THE IC INSTITUTIONAL CAMPUS DISTRICT IS INTENDED TO ACCOMMODATE DEVELOPMENT DEDICATED SOLELY TO THE FUNCTION OF MAJOR COMMUNITY INSTITUTIONS, INCLUDING COLLEGES, UNIVERSITIES, MUSEUMS, CULTURAL CENTERS, PERFORMING ARTS VENUES, ETC. THE DISTRICT CONSISTS OF CLUSTERS OF RELATED BUILDINGS ARRANGED IN A CAMPUS SETTING THAT IS LARGELY SEPARATED FROM THE SURROUNDING AREAS. ANY REDEVELOPMENT WITHIN THIS DISTRICT SHOULD CONSIST OF USES THAT COMPLEMENT OR STRENGTHEN THE CORE

INSTITUTION. DAILY ACTIVITIES WITHIN THE DISTRICT ATTRACT VISITORS FROM THROUGHOUT THE REGION AND CONSIDERATION SHOULD BE GIVEN TO ACCESS AND EGRESS TO LIMIT NON-LOCAL TRAFFIC THROUGH RESIDENTIAL AREAS. IN ADDITION, BUFFERING AND SCREENING SHOULD BE USED TO MITIGATE ANY OTHER IMPACTS OF INSTITUTIONAL ACTIVITY, INCLUDING AREAS DEDICATED TO COMMUNITY INSTITUTION OPERATION AND MAINTENANCE.

§ 50-41. UC UNIVERSITY CORE:
PURPOSE AND INTENT

THE UC UNIVERSITY CORE DISTRICT IS INTENDED TO ACCOMMODATE THE DEVELOPMENT OF COLLEGES AND UNIVERSITIES ALONG A RANGE OF INSTITUTIONAL, RESIDENTIAL, COMMERCIAL, AND EMPLOYMENT ACTIVITIES IN A UNIQUE ENVIRONMENT WITHIN THE UNIVERSITY AVENUE AREA THAT SUPPORTS SIGNIFICANT INTENSITY AND A MIX OF COMPLEMENTARY USES. EXAMPLES OF PERMITTED USES INCLUDE RESEARCH AND DEVELOPMENT, PROFESSIONAL OFFICES, MULTI-FAMILY RESIDENTIAL, AND LIGHT MANUFACTURING. LAND USE COMPATIBILITY AND TRANSITIONING TO ADJACENT LAND USES ARE IMPORTANT CONSIDERATIONS IN THIS DISTRICT. ADJACENT RESIDENTIAL AREAS SHOULD BE PROTECTED THROUGH USE OF BUFFERING, SCREENING, AND OTHER MEASURES TO MITIGATE IMPACTS

OF ACTIVITIES FROM WITHIN THE DISTRICT.

§ 50-42. GI-1 GREEN INNOVATION – MEDIUM INTENSITY: PURPOSE AND INTENT

THE CITY OF FLINT STRIVES TO ENCOURAGE ACTIVITY IN THE GREEN ECONOMY, WHICH IS DEFINED AS BUSINESSES OR ORGANIZATIONS THAT PRODUCE GOODS AND SERVICES WITH AN ENVIRONMENTAL BENEFIT OR ADD VALUE TO SUCH PRODUCTS USING SKILLS OR TECHNOLOGIES THAT ARE UNIQUELY APPLIED TO THOSE PRODUCTS. ECONOMIC BENEFITS CAN BE DERIVED EITHER INHERENTLY, SUCH AS ENVIRONMENTAL REMEDIATION SERVICES, HOME WEATHERIZATION, ENERGY RETROFITTING, AND SOLAR PANEL INSTALLATION, OR RELATIVELY, SUCH AS ORGANIC FOOD PRODUCTION OR PROCESSING, THE PRODUCTION OF SOLAR PANELS, OR THE PRODUCTION OF PARTS FOR WIND TURBINES. EDUCATION AND TRAINING IN GREEN ECONOMY SKILLS IS ENCOURAGED. GREEN ECONOMY BUSINESSES OR ORGANIZATIONS ARE NOT SIMPLY BUSINESSES THAT CONDUCT THEMSELVES IN AN ENVIRONMENTALLY-FRIENDLY MANNER, RATHER, GREEN INNOVATION USES ENHANCE THE LOCAL ECONOMY AND PROVIDE PRODUCTS OR SERVICES WITH AN ENVIRONMENTAL BENEFIT.

GI GREEN INNOVATION DISTRICTS ARE INTENDED TO ACCOMMODATE A WIDE ARRAY OF ACTIVITIES CAPABLE OF CAPITALIZING ON TURNING VACANT, FORMERLY

DEVELOPED LAND INTO A PRODUCTIVE REUSE WITHIN THE COMMUNITY WITH A FOCUS ON GREEN OR SUSTAINABLE INITIATIVES. IN CONJUNCTION WITH THE CITY'S 2013 MASTER PLAN, THERE ARE TWO DISTINCT TYPES OF GREEN INNOVATION DISTRICTS: GI-1 AND GI-2 (FOUND IN ARTICLE 5).

THE GI-1 DISTRICT IS COMPRISED OF PLATTED LOTS OF RECORD WITHIN RESIDENTIAL NEIGHBORHOODS THAT HAVE BEEN LARGELY VACATED. THE REHABILITATION AND REUSE OF STRUCTURES THAT WERE INTEGRAL AT ONE TIME TO THE SURROUNDING NEIGHBORHOOD, SUCH AS FORMER SCHOOL BUILDINGS, IS ENCOURAGED. IT IS ANTICIPATED THAT TWO OR MORE LOTS WILL BE ASSEMBLED FOR REDEVELOPMENT IN THIS DISTRICT. DEVELOPMENT AND LAND USE INTENSITY WILL BE LIMITED, GIVEN THAT RESIDENTIAL USES, INCLUDING SINGLE-FAMILY RESIDENTIAL HOMES, ARE ALLOWED IN THE DISTRICT. BECAUSE MOST OF THE GI-1 DISTRICTS ARE ABUTTING GN-1 RESIDENTIAL DISTRICTS, BULK AND DIMENSIONAL STANDARDS WILL BE COMPATIBLE, ALLOWING FOR TYPICALLY SIZED RESIDENTIAL LOTS IN THE DISTRICT, MEETING THE STANDARDS OF THE TO GN-1 RESIDENTIAL STANDARDS.

§ 50-43. PERMITTED USES

ARTICLE 16 DEFINITIONS SHALL BE REFERRED TO FOR CLARITY ON THE USES AS LISTED.

A. LAND USES. USES ARE

ALLOWED IN RESIDENTIAL
ZONE DISTRICTS IN
ACCORDANCE WITH TABLE
50.6.04. USES:
INSTITUTIONAL ZONE
DISTRICTS. THE
FOLLOWING KEY IS TO BE
USED IN CONJUNCTION
WITH THE USE TABLE.

1. PERMITTED USES.
USES PERMITTED
BY RIGHT IN THE
ZONE DISTRICT,
SUBJECT TO
COMPLIANCE WITH
ALL OTHER
APPLICABLE
REQUIREMENTS OF
THIS CHAPTER.
THESE USES ARE
IDENTIFIED WITH A
“P.”
2. SPECIAL LAND
USES. USES WHICH
MAY BE ALLOWED
SUBJECT TO
REVIEW AND
APPROVAL BY THE
PLANNING
COMMISSION IN
ACCORDANCE
WITH ARTICLE 17
AND WITH ALL
OTHER
APPLICABLE
REQUIREMENTS OF
THIS CHAPTER.
THESE USES ARE
IDENTIFIED WITH
AN “S.”
3. ADDITIONALLY
REGULATED USES.
USES WHICH MAY
BE ALLOWED
SUBJECT TO
REVIEW AND
APPROVAL BY THE

PLANNING
COMMISSION IN
ACCORDANCE
WITH ARTICLE 17
AND WITH ALL
OTHER
APPLICABLE
REQUIREMENTS OF
THIS CHAPTER,
INCLUDING
LIMITING
CONDITIONS
SPECIFIED IN
ARTICLE 9. THESE
USES ARE
IDENTIFIED WITH
“ARU”.

4. ACCESSORY USES.
USES WHICH ARE
PERMITTED BY
RIGHT, ASSUMING
THEY ARE NOT THE
PRIMARY USE ON
THE SIGHT AND
THAT THEY ARE IN
COMPLIANCE WITH
ALL OTHER
APPLICABLE
REQUIREMENTS OF
THIS CHAPTER.
THESE USES ARE
IDENTIFIED WITH
AN “A.”
5. USES NOT
ALLOWED. A CELL
WHICH IS LEFT
BLANK INDICATES
THAT THE LISTED
USE IS NOT
ALLOWED IN THAT
ZONE DISTRICT.
6. USE REGULATIONS.
MANY ALLOWED
USES, WHETHER
PERMITTED BY
RIGHT OR AS A

SPECIAL LAND USE,
ARE SUBJECT TO
COMPLIANCE WITH
ARTICLE 9.

7. UNLISTED USES. IN
GENERAL
UNLISTED USES ARE
PROHIBITED.
HOWEVER, IF AN
APPLICATION IS
SUBMITTED FOR A
USE NOT LISTED,
THE ZONING
COORDINATOR
SHALL MAKE A
DETERMINATION
AS TO THE PROPER
ZONE DISTRICT
AND USE
CLASSIFICATION
FOR THE NEW OR
UNLISTED USE. IF
THE UNLISTED USE
IS SIMILAR TO AN
EXISTING
PERMITTED USE IN
THE SAME ZONE
DISTRICT AND FITS
THE INTENT OF
THE ZONE
DISTRICT, THE
ZONING
COORDINATOR
MAY DETERMINE
THAT THE
UNLISTED USE IS
PERMITTED.

8. PARKING
STANDARDS.
PARKING
REQUIREMENTS
ARE LOCATED IN
ARTICLE 12
PARKING, LOADING
AND CIRCULATION.

9. LEVEL OF REVIEW
FOR MIXED-USE
PROJECTS. THE
LEVEL OF REVIEW
FOR A PROJECT
WITH MULTIPLE
USES BEING
DEVELOPED
SIMULTANEOUSLY
SHALL BE THE
SAME AS THE
HIGHEST LEVEL OF
REVIEW OF THE
INDIVIDUAL USES.

ATTACHMENT:

TABLE 50-43 (EXHIBIT 25)

§ 50-44. SITE, BUILDING
PLACEMENT, AND BULK
STANDARDS

SITE DIMENSIONS TABLE. ALL
DEVELOPMENT IN INSTITUTIONAL
ZONE DISTRICTS MUST COMPLY
WITH THE REQUIREMENTS IN
TABLE 50-44 UNLESS OTHERWISE
EXPRESSLY STATED.

ATTACHMENTS:

TABLE 50-44 (EXHIBIT 26)

DIAGRAM 50-44 (EXHIBIT 27)

DIAGRAM 50-44 (EXHIBIT 28)

§ 50-45. DEVELOPMENT STANDARDS
APPLICABLE TO THE IC AND UC
DISTRICTS

- A. LOTS WITH MULTIPLE
BUILDINGS ON THE SAME
SITE ARE SUBJECT TO THE
FOLLOWING
REQUIREMENTS:

1. BUILDING
SPACING. NO
PORTION OF A
BUILDING FAÇADE
SHALL BE WITHIN

20' OF ANY
PORTION OF
ANOTHER
BUILDING FAÇADE
ON THE SAME SITE.

ARCHITECTURE,
BUILDING
MATERIALS, AND
DETAILS.

2. ORIENTATION.
BUILDINGS
SHOULD
GENERALLY BE
ORIENTED
TOWARD PUBLIC
STREETS AND ON-
SITE COMMON
AMENITIES, SUCH
AS PLAZAS, PARKS,
DECORATIVE
LAKES OR PONDS,
ETC. COLLEGES
AND UNIVERSITIES
MAY ORIENT
BUILDINGS
AROUND SUCH
AMENITIES TO FIT
WITHIN CAMPUS
MASTER PLANS
FOR BEST SERVING
STUDENTS.

3. COMMON
AMENITIES.
COMMON
AMENITIES
SHOULD BE
ENCOURAGED, AND
BUILDING SHOULD
BE SITED TO
RELATE TO THE
AMENITIES AND
PROVIDE A SENSE
OF ENCLOSURE.

4. 360-DEGREE
DESIGN. ALL
FACADES OF
BUILDINGS
SHOULD
INTEGRATE
CONSISTENT

**B. LIGHT MANUFACTURING
AND PRODUCTION USES**

1. ADDITIONAL
SETBACK
REQUIREMENTS.
ANY LOTS HOSTING
LIGHT
MANUFACTURING
AND PRODUCTION
USES AS INDICATED
IN TABLE 50-42
SHALL PROVIDE
FRONT AND SIDE
YARD SETBACKS
TWICE AS LARGE
AS WHAT IS
REQUIRED IN
TABLE 50-43.

**§ 50-46. UNIVERSITY AVENUE
FRONTAGE BUILDING ELEMENT
REQUIREMENTS**

**C. PURPOSE. THE INTENT OF
THESE REQUIREMENTS IS
TO FOSTER THE
DEVELOPMENT OF
UNIVERSITY AVENUE
FRONTAGE IN THE
UNIVERSITY CORRIDOR AS
AN ATTRACTIVE MIXED-USE
AREA THAT SHALL:**

1. ESTABLISH A
DEVELOPMENT
PATTERN THAT
REINFORCES
UNIVERSITY
AVENUE AS AN
ATTRACTIVE
CORRIDOR;

2. ADD VISUAL
INTEREST,

INCREASE
PEDESTRIAN
TRAFFIC AND TO
REDUCE CRIME
THROUGH
INCREASED
SURVEILLANCE;

3. ENHANCE A SENSE
OF PLACE AND
CONTRIBUTE TO
THE VIBRANCY OF
THE DISTRICT;
4. ORIENT BUILDING
ENTRANCES AND
STOREFRONTS TO
THE STREET;
5. UTILIZE
ATTRACTIVE
BUILDING DESIGN
TO ESTABLISH A
DISTINCT LOCAL
CHARACTER; AND
6. ENCOURAGE
TRANSPORTATION
ALTERNATIVES
(WALKING, BIKING
AND TRANSIT) TO
REDUCE
AUTOMOBILE
DEPENDENCE AND
FUEL
CONSUMPTION.

D. APPLICABILITY. ALL
DEVELOPMENT ON
PROPERTIES WITH
FRONTAGE ON UNIVERSITY
AVENUE IN THE UC
DISTRICT SHALL COMPLY
WITH THE REQUIREMENTS
INCLUDED IN THIS SECTION
UNLESS OTHERWISE
EXPRESSLY STATED.

E. MATERIALS.

1. DURABLE
BUILDING
MATERIALS,
SIMPLE
CONFIGURATIONS
AND SOLID
CRAFTSMANSHIP
ARE REQUIRED. A
MINIMUM FIFTY
(50) PERCENT OF
WALLS VISIBLE
FROM PUBLIC
STREETS,
EXCLUSIVE OF
WALL AREAS
DEVOTED TO
MEETING
TRANSPARENCY
REQUIREMENTS
SHALL BE
CONSTRUCTED OF:
BRICK, GLASS;
FIBER CEMENT
SIDING, METAL
(BEAMS, LINTELS,
TRIM ELEMENTS
AND
ORNAMENTATION
ONLY); WOOD LAP,
STUCCO, SPLIT-
FACED BLOCK, OR
STONE. EXTERIOR
INSULATED
FINISHING
SYSTEMS (EIFS),
AND VINYL OR
ALUMINUM SIDING
SHOULD ONLY BE
USED FOR ACCENTS
AND ARE
PROHIBITED ON
THE FIRST STORY.
METAL SIDING MAY
BE USED AS A
PRIMARY
BUILDING
MATERIAL IF
ALLOWED BY THE

PLANNING
COMMISSION WITH
SPECIAL LAND USE
APPROVAL.

**F. FAÇADE PRESERVATION
AND VARIATION.**

1. EXTERIOR ALTERATIONS.
EXTERIOR CHANGES AND FAÇADE RENOVATIONS SHALL NOT DESTROY OR COVER ORIGINAL DETAILS ON A BUILDING, WHEREVER PRACTICABLE.
BRICK AND STONE FAÇADES SHALL NOT BE COVERED WITH ARTIFICIAL SIDING OR PANELS.
2. WINDOW AND DOOR OPENINGS.
EXISTING WINDOW AND DOOR OPENINGS SHALL BE MAINTAINED WHEREVER PRACTICABLE.
NEW WINDOW AND DOOR OPENINGS SHALL MAINTAIN A SIMILAR HORIZONTAL AND VERTICAL RELATIONSHIP AS THE ORIGINALS.
3. VERTICAL AND HORIZONTAL LINES.
THE VERTICAL LINES OF COLUMNS AND

PIERS, AND THE HORIZONTAL DEFINITION OF SPANDRELS AND CORNICES, AND OTHER PRIMARY STRUCTURAL ELEMENTS SHALL BE MAINTAINED WHEREVER PRACTICABLE.

4. UNINTERRUPTED FAÇADE.
THE MAXIMUM LINEAR LENGTH OF AN UNINTERRUPTED BUILDING FAÇADE FACING PUBLIC STREETS AND/OR PARKS SHALL BE THIRTY (30) FEET.
FAÇADE ARTICULATION OR ARCHITECTURAL DESIGN VARIATIONS FOR BUILDING WALLS FACING THE STREET ARE REQUIRED TO ENSURE THAT THE BUILDING IS NOT MONOTONOUS IN APPEARANCE.
BUILDING WALL OFFSETS (PROJECTIONS AND RECESSES), CORNICES, VARYING BUILDING MATERIALS OR PILASTERS SHALL BE USED TO BREAK UP THE MASS OF A SINGLE BUILDING.

G. BUILDING ORIENTATION.

1. PRIMARY ENTRANCE. THE PRIMARY BUILDING ENTRANCE SHALL BE LOCATED IN THE FRONT FAÇADE PARALLEL TO THE STREET. MAIN BUILDING ENTRANCES AND EXITS SHALL BE LOCATED ON THE PRIMARY STREET.

EXCEED THE ENTRANCE WIDTH; AND

- B. THE ENTRANCE MAY NOT EXCEED TWO (2) STORIES IN HEIGHT.

H. ENTRANCES.

1. RECESSED DOORWAYS. WHERE THE BUILDING ENTRANCE IS LOCATED ON OR WITHIN FIVE (5) FEET OF A LOT LINE, DOORWAYS SHALL BE RECESSED INTO THE FACE OF THE BUILDING TO PROVIDE A SENSE OF ENTRANCE AND TO ADD VARIETY TO THE STREETScape.

- II. ADMINISTRATIVE DEPARTURE. AN ADMINISTRATIVE DEPARTURE APPROVED BY THE ZONING COORDINATOR MAY BE GRANTED TO PERMIT NON-RECESSED SERVICE DOORS WHERE NO SAFETY HAZARD EXISTS.

- I. THE ENTRANCE RECESS SHALL NOT BE LESS THAN THE WIDTH OF THE DOOR(S) WHEN OPENED OUTWARD.

- III. RESIDENTIAL DWELLINGS. ENTRANCES FOR ALL RESIDENTIAL DWELLINGS SHALL BE CLEARLY DEFINED BY AT LEAST ONE (1) OF THE FOLLOWING:

- A. THE ENTRANCE RECESS MAY NOT

- I. PROJECTING OR RECESSED ENTRANCE. A RECESSED ENTRANCE IS REQUIRED IF

THE BUILDING
ENTRANCE IS
LOCATED ON OR
WITHIN FIVE (5)
FEET OF THE
LOT LINE.

II. STOOP OR
ENCLOSED OR
COVERED
PORCH.

III. TRANSOM
AND/OR SIDE
LIGHT WINDOW
PANELS
FRAMING THE
DOOR OPENING.

IV. ARCHITECTURA
L TRIM
FRAMING THE
DOOR OPENING.

V. ADMINISTRATIV
E DEPARTURE.
AN
ADMINISTRATIV
E DEPARTURE
APPROVED BY
THE ZONING
COORDINATOR
MAY BE
PERMITTED FOR
OTHER
METHODS, SUCH
AS UNIQUE
COLOR
TREATMENTS,
PROVIDED THE
SAME EFFECT IS
ACHIEVED.

VI. BUILDING
ORIENTATION.

I. PRIMARY
ENTRANCE. THE
MAIN BUILDING

ENTRANCE
SHALL BE
LOCATED IN
THE FRONT
FAÇADE
PARALLEL TO
THE PRIMARY
STREET.

II. ADMINISTRATIV
E DEPARTURE.
ALTERNATIVE
ORIENTATIONS
MAY BE
PERMITTED BY
THE ZONING
COORDINATOR
WHERE SUCH
ALTERNATIVE
ORIENTATIONS
ARE
CONSISTENT
WITH EXISTING
ADJACENT
DEVELOPMENT.

ATTACHMENT:
TABLE 50-46H (EXHIBIT 29)

I. EXPRESSION LINE (EL).

1. A HORIZONTAL
LINE ON THE
FAÇADE KNOWN AS
THE EXPRESSION
LINE (EL) SHALL
DISTINGUISH THE
BASE OF THE
BUILDING FROM
THE REMAINDER
TO ENHANCE THE
PEDESTRIAN
ENVIRONMENT.
THE EL SHALL BE
CREATED BY A
CHANGE IN
MATERIAL, A
CHANGE IN DESIGN,
OR BY A

CONTINUOUS
SETBACK, RECESS,
OR PROJECTION
ABOVE OR BELOW
THE EXPRESSION
LINE. SUCH
ELEMENTS AS
CORNICES, BELT
COURSES,
CORBELLING,
MOLDING,
STRINGCOURSES,
ORNAMENTATION,
AND CHANGES IN
MATERIAL OR
COLOR OR OTHER
SCULPTURING OF
THE BASE, ARE
APPROPRIATE
DESIGN ELEMENTS
FOR ELS.

2. IF APPLICABLE,
THE HEIGHT OF
THE EXPRESSION
LINE SHALL BE
RELATED TO THE
PREVAILING SCALE
OF DEVELOPMENT
IN THE AREA. A
CHANGE OF SCALE
MAY REQUIRE A
TRANSITIONAL
DESIGN ELEMENT
BETWEEN
EXISTING AND
PROPOSED
FEATURES.

ATTACHMENT:
DIAGRAM 50-46I (EXHIBIT 30)

J. TRANSPARENCY.

1. PURPOSE. THE
FIRST FLOORS OF
ALL BUILDINGS
SHALL BE
DESIGNED TO

ENCOURAGE AND
COMPLEMENT
PEDESTRIAN-
SCALE ACTIVITY
AND CRIME
PREVENTION
TECHNIQUES. IT IS
INTENDED THAT
THIS BE
ACCOMPLISHED
PRINCIPALLY BY
THE USE OF
WINDOWS AND
DOORS ARRANGED
SO THAT ACTIVE
USES WITHIN THE
BUILDING ARE
VISIBLE FROM OR
ACCESSIBLE TO
THE STREET, AND
PARKING AREAS
ARE VISIBLE TO
OCCUPANTS OF
THE BUILDING.

2. APPLICABILITY.

- I. THE MINIMUM
TRANSPARENCY
REQUIREMENT
SHALL APPLY
TO ALL SIDES OF
A BUILDING
THAT ABUT AN
URBAN OPEN
SPACE OR
PUBLIC RIGHT-
OF-WAY.
TRANSPARENCY
REQUIREMENTS
SHALL NOT
APPLY TO SIDES
WHICH ABUT AN
ALLEY.
- II. WINDOWS FOR
BUILDING SIDES
(NON-FRONT)
SHALL BE

CONCENTRATE
D TOWARD THE
FRONT EDGE OF
THE BUILDING,
IN LOCATIONS
MOST VISIBLE
FROM AN URBAN
OPEN SPACE OR
PUBLIC RIGHT-
OF-WAY.

SCREENING
SHALL COVER
MORE THAN
TWENTY-FIVE
(25) PERCENT OF
WINDOWS OR
DOORS THAT
ARE USED TO
MEET
TRANSPARENCY
REQUIREMENTS.

**3. WINDOWS AND
DISPLAYS.**

- I. GROUND LEVEL
STOREFRONT
TRANSPARENCY
SHALL BE
HORIZONTALLY
ORIENTED
OVERALL,
DIVIDED INTO
VERTICAL
SEGMENTS.**
- II. PRODUCT
DISPLAY
WINDOWS
SHALL BE
INTERNALLY
LIT.**
- III. INTERIOR
DISPLAYS
SHALL BE SET
BACK A
MINIMUM OF
ONE (1) FOOT
FROM THE
WINDOW AND
SHALL NOT
COVER MORE
THAN FIFTY (50)
PERCENT OF
THE WINDOW
OPENING.**
- IV. NO WINDOW
COVERING OR**

**4. PERCENTAGE OF
REQUIRED
TRANSPARENCY**

- I. GROUND-FLOOR
TRANSPARENCY
PERCENTAGES
MUST BE
APPLIED
BETWEEN TWO
(2) FEET AND
EIGHT (8) FEET
FROM THE
GROUND. THE
AREA OF
WINDOWS IN
DOORS MAY
COUNT
TOWARDS THE
TRANSPARENCY
PERCENTAGE.**
- II. STRUCTURES IN
THE UC
DISTRICT
FRONTING
UNIVERSITY
AVENUE SHALL
COMPLY WITH
TABLE 5.6.06.H
BELOW WITH
REGARDS TO
THE AMOUNT OF
TRANSPARENT
MATERIALS
THAT IS
REQUIRED FOR**

GROUND-FLOOR
AND UPPER
FLOOR
FACADES.
WINDOWS MUST
BE CLEAR AND
ALLOW VIEWS
OF THE INDOOR
SPACE OR
DISPLAY AREAS.

PEDESTRIAN
CONNECTIONS
CREATED BY
EFFORTS TO
SEGREGATE
USES; AND

IV. ESTABLISH OR
MAINTAIN
VIBRANT
PEDESTRIAN-
AND TRANSIT-
ORIENTED
AREAS WHERE
DIFFERING USES
ARE PERMITTED
TO OPERATE IN
CLOSE
PROXIMITY TO
ONE ANOTHER.

ATTACHMENT:
DIAGRAM 50-46J (EXHIBIT 31)

K. TRANSITIONAL FEATURES.

1. PURPOSE.
TRANSITIONAL
FEATURES ARE
ARCHITECTURAL
ELEMENTS, SITE
FEATURES OR
ALTERATIONS TO
BUILDING MASSING
THAT ARE USED TO
PROVIDE A
TRANSITION
BETWEEN HIGHER
INTENSITY USES
AND LOW- OR
MODERATE-
DENSITY
RESIDENTIAL
AREAS. IT IS THE
INTENT OF THESE
STANDARDS TO:

- I. REDUCE LAND
CONSUMPTION;
- II. CREATE A
COMPATIBLE
MIXED-USE
ENVIRONMENT;
- III. LIMIT
INTERRUPTIONS
IN VEHICULAR
AND

2. APPLICABILITY.
TRANSITIONAL
FEATURES SHALL
BE REQUIRED FOR
BUILDINGS OR
STRUCTURES
THAT:

- I. HOST HIGHER-
INTENSITY
LAND USES
THAT WOULD
ADVERSELY
AFFECT THE
LIVABILITY OF
AN AREA. THE
PLANNING
COMMISSION,
BOARD OF
ZONING
APPEALS, OR
CITY COUNCIL
MAY REQUIRE
TRANSITIONAL
FEATURES AS
PART OF A
SPECIAL LAND
USE, VARIANCE,

PLANNED
REDEVELOPME
NT DISTRICT OR
CONDITIONAL
REZONING
APPROVAL.

OUTDOOR
LIGHTING OR
SOURCES OF
AUDIBLE NOISE
SHALL BE
PREVENTED
WHENEVER
PRACTICABLE.

3. ARCHITECTURAL
FEATURES.
SIMILARLY SIZED
AND PATTERNED
ARCHITECTURAL
FEATURES SUCH AS
WINDOWS, DOORS,
ARCADES,
PILASTERS,
CORNICES, WALL
OFFSETS, BUILDING
MATERIALS, AND
OTHER BUILDING
ARTICULATIONS
INCLUDED ON THE
LOWER-INTENSITY
USE SHALL BE
INCORPORATED IN
THE
TRANSITIONAL
FEATURES.

4. PARKING AND
LOADING. OFF-
STREET PARKING,
LOADING, SERVICE
AND UTILITY
AREAS SHALL BE
LOCATED AWAY
FROM THE LOWER-
INTENSITY USE
AND, WHERE
POSSIBLE,
ADJACENT TO
SIMILAR SITE
FEATURES ON
SURROUNDING
SITES.

5. LIGHTING AND
NOISE.
INCOMPATIBLE

**§ 50-47. ADDITIONAL CRITERIA AND
REQUIREMENTS FOR REVIEW OF
USES IN GREEN INNOVATION
DISTRICTS**

A. INTENT. DEVELOPMENT
INTENSITY WITHIN THE GI-1
AND GI-2 DISTRICTS SHOULD
BE CONTEXT SENSITIVE AND
SHOULD LIMIT IMPACTS ON
SURROUNDING LAND USES,
INCLUDING SINGLE FAMILY
HOMES WITHIN THE GI-1
DISTRICT AS WELL AS LESS
INTENSE COMMERCIAL AND
RESIDENTIAL USES IN
ADJACENT DISTRICTS.
GIVEN THE RAPIDLY
CHANGING NATURE OF
GREEN BUSINESS AND THE
UNIQUE CONTEXT IN FLINT,
ALL FUTURE DEVELOPMENT
AND ACTIVITY WITHIN A GI-
1 OR GI-2 DISTRICT MUST
DEMONSTRATE IT MEETS
THE SUSTAINABILITY
INTENT AND GOALS OF
GREEN INNOVATION.

B. NARRATIVE FOR LOCATION
WITHIN DISTRICT. USES
MUST DEMONSTRATE THEIR
APPROPRIATENESS FOR THE
GI DISTRICT INSTEAD OF
OTHER DISTRICTS WITHIN
THE COMMUNITY. ALONG
WITH ANY NECESSARY
APPLICATION MATERIALS
OUTLINED BY ARTICLE 17 OF
THIS CHAPTER, THE
APPLICANT MUST INCLUDE
A NARRATIVE DETAILING
HOW THE DEVELOPMENT

MEETS THE FOLLOWING REQUIREMENTS.

1. THE APPLICANT MUST DESCRIBE HOW THE USE MAY BE CLASSIFIED IN ONE OR MORE OF THE FOLLOWING GREEN BUSINESS AREAS:

- I. AGRICULTURE AND NATURAL RESOURCES CONSERVATION

- II. EDUCATION AND COMPLIANCE

- III. ENERGY AND RESOURCE EFFICIENCY

- IV. GREENHOUSE GAS REDUCTION, ENVIRONMENTAL MANAGEMENT, AND RECYCLING

- V. RENEWABLE ENERGY

2. THE APPLICANT MUST DESCRIBE HOW THE DEVELOPMENT WILL NOT ADVERSELY AFFECT ADJACENT RESIDENTIAL OR LESS INTENSIVE USES.

C. ADDITIONAL LANDSCAPING. ANY NON-RESIDENTIAL USE IN A GI-1 DISTRICT SHARING

A LOT LINE WITH A RESIDENTIAL USE SHALL PROVIDE AT LEAST A TYPE-2 TRANSITION YARD (SEE SECTION 50-157) ALONG THE SHARED LINE(S). THIS TRANSITION YARD MAY BE INCORPORATED AS PART OF A REQUIRED SETBACK PROVIDED THE SETBACK IS LARGER THAN THE TRANSITION YARD. IF THE SPECIFIC USE REQUIRES A MORE SPECIFIC OR INTENSE LEVEL OF LANDSCAPING/BUFFERING THOSE REGULATIONS SHALL APPLY.

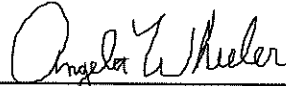
Sec. 2. The ordinances in this Article shall become effective upon publication.

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

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

S:\Ordinance Review\1.19.21_ARTICLE 6 INSTITUTIONAL ZONE DISTRICTS pc approved.docx

§ 50-43. Permitted Uses

Table 50-43 (Exhibit 25):

Table 50.6.04. Uses: Institutional Zoning Districts				
	IC	UC	GI-1	Reference
RESIDENTIAL				
Household Living				
Single-Family Detached Dwelling		S	P	50-59
Two-Family Dwelling (duplex)		P		50-85
Single-Family Attached Dwelling		P		50-85
Multi-Family Dwelling (all floors)		P		50-104
Multi-Family Dwelling (above ground floor)	S	P		50-104
Accessory Dwelling Unit		A	A	50-79
Mixed Use, Residential	S	P		
Group Living				
State Licensed Residential Facility		S		
Fraternity/Sorority		P		50-96
Convalescent or Nursing Home		S		
Boarding House		P		50-112
Transitional or Emergency Shelter		S		50-119
Adult Foster Care Family Home (1-6 residents)		S		50-81
Adult Foster Care Small Group Home (1-6)		S		50-81
Adult Foster Care Small Group Home (7-12)		S		50-81
Adult Foster Care Large Group Home (13-20)		S		50-81
RECREATIONAL				
Community Center	S	S	P	
Park			P	
Public-Owned Park			P	
AGRICULTURAL				
Aquaculture		P	A	50-84
Aquaponics		P	S	50-84
Farmers' Market (Permanent)		P		
Farmers' Market (Temporary)	P	P		50-118
Produce Stand		A	A	50-109
Greenhouse		A	P	50-98
Hoophouse		S	P	50-100
Hydroponics		P	S	
Apiary/Beekeeping		A	P	50-88
Commercial Composting			S	
Orchard (11 or more trees)			P	
Urban Agriculture			P	50-120
Community Garden	A	A	P	50-91
INSTITUTIONAL AND CULTURAL				
Religious				
Place of Worship	S	S	S	
Cemetery			S	
Government and Educational				
Elementary/Middle School	P	P	S	
High School	P	P	S	
College or University	P	P	S	
Other Governmental Use or Facility	P	P		
Other Institutional, and Cultural				
Social Service Facility		P		
Civil, Religious, or Charitable Organization		P		

Table 50.6.04. Uses: Institutional Zoning Districts

	IC	UC	GI-1	Reference
Library	P	P		
Museum	P	P		
Art Gallery	P	P		
Health				
Rehabilitation Center (w/o residential care)		P		
Hospital or Medical Center	S	P		
COMMERCIAL				
Automotive Services				
Auto Supply/Accessory Sales		S		
Vehicle Repair and Services		S		50-123
Vehicle Fuel Station (without vehicle repair, may include 1,000 sq. ft. convenience-Store)		S		50-121
Car Wash		S		
Entertainment and Hospitality				
Arcade, Amusement Devices, Gaming, Billiards Hall	S	P		50-69
Auditorium, Cinema, Concert Hall, Theater, Banquet Hall	P	P		50-86
Bingo Hall		ARU		50-80
Bowling Alley, Skating Rink		P		50-94
Charity Gaming		ARU		50-80
Convention Center	S	S		
Dance Club, Night Club		S		50-94
Entertainment, Live (Not including ARUs)	P	P		50-94
Hookah Lounge, Cigar Lounge		S		
Sports and Entertainment Arena		S		
Lodging				
Bed and Breakfast		P		50-87
Hotel		P		
Offices				
Financial Services		P		
Physician or Dentist Office or Medical Clinic		P		
General Professional Office	S	P		
Research Facility/ Laboratory		P		
Copying, Mailing, Courier Services, Parcel Receiving, Shipping Station		P		
Film Production, Photography, Radio, TV Studio	S	P		
Live/Work Unit	S	P		50-101
Personal Service Establishments				
Personal Service Establishments		P		
Animal Day Care (w/o boarding)		S		
Veterinary Clinic or Hospital (with or w/o boarding)		S		
Gym or Fitness Center		P		
Funeral Home or Mortuary		S		
Tattoo Establishment		ARU		50-80
Residential Service				
Adult Day Care or Day Services Center		S		50-81
Group Day Care Home		S		
Child Care Center		P		50-90
Retail and Service				
Grocery Store		P		
Convenience Store		S		50-83
Retail Sales, General		P		
Retail Sales, Outdoor Nursery, Garden Center or Landscaping Supply			S	
Restaurant w/Alcohol (beer, wine and/or liquor)	S	S		50-83
Restaurant w/o Alcohol	S	P		

Table 50.6.04. Uses: Institutional Zoning Districts					
	IC	UC	GI-1	Reference	
Catering Business	S	P			
Bar, Tavern, Taproom, or Tasting Room	S	S		50-83	
Brewpub	S	S		50-83	
Craft Winery/Distillery	S	S		50-83	
Commercial Art Gallery	S	P			
Instruction Studio	S	P			
Antique, Second-Hand Store (except pawn shop)		P			
Drive-Through (all commercial uses w/drive through; includes dry cleaning)		A			
INDUSTRIAL					
Manufacturing and Production, Light					
Trade: Sheet Metal, Carpenter, Plumbing or Heating, Furniture Upholstering, Paint, Paper Hanging, Decorating or Sign Painting Shop, or Similar Enterprise, etc.		S			
Assembly, Manufacturing, or Production of textile products, technology, wood products, furniture and fixtures, paper, clay, glass or fabricated metal		S			
Food Products			S		
Household Service: Laundry, Dying and Dry Cleaning Facility, Household Goods or Appliance Repair Shop, etc.		S			
Pottery and Figurine making, large-scale commercial/industrial		P			
Automotive and Parts Manufacturing		S			
Welding Shops and Other Metal Working Machine Shops		S			
Green Economy Light Industrial Uses			S		
Microbrewery/Small Distillery/Small Winery	P	P			
Large brewery/Large Distillery/Large Winery		S			
Transportation					
Parking Structures	S	S		50-108	
Stand Alone Parking, Surface Lots		S			
Transit Terminal or Station		S			
Utilities					
Electrical Substations and Private Utilities	S	S	S	50-93	
Wireless Communication Facilities – Collocated on Existing Towers	P	P	P	50-126	
Small-Scale Solar Energy Production	A	A	A	50-117	
Large Scale Solar Energy	A	A	P		
Small-Scale Wind Energy Production	A	A	A	50-125	
Large Scale Wind Energy	A	A	S		

§ 50-44. Site, Building Placement, and Bulk Standards

Table 50-44 (Exhibit 26):

Table 50-44. Uses: Institutional Districts Bulk and Site Standards

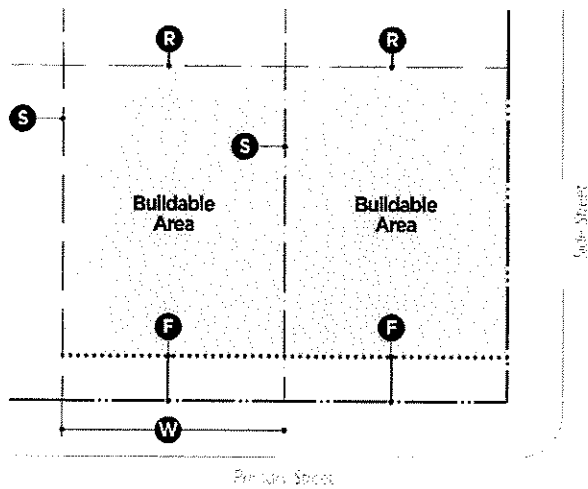
District Name	Lot Characteristics		Site Design						Development Intensity	
	Min. Lot Width	Min. Lot Area (s.f.)	Front Setback		Corner Side Setback		Interior Side Setback	Rear Setback	Min. Lot Area per Dwelling Unit	Building height
			Min.	Max.	Min.	Max.	Min.	Min.		
IC	N/A	N/A	None, unless abutting or fronting on residential development, then 40'	None	None, unless abutting or fronting on residential development, then 20'	None	None, unless abutting or fronting on residential development, then 20'	None, unless abutting or fronting on residential development, then 40'	1,000 sq. ft. per efficiency or one bedroom apartment; 1,500 sq. ft. per two or more bedroom apartment	70' max
UC										
<i>District-wide</i>	40'	10,000	10', unless abutting or fronting on residential development, then 20'	None	None, unless abutting a development with residential on the ground floor, then 15'	None	None, unless abutting a development with residential on the ground floor, then 15'	None, unless abutting a development with residential on the ground floor, then 40'	1,000 sq. ft. per efficiency or one bedroom apartment; 1,500 sq. ft. per two or more bedroom apartment	60' max, unless abutting a TN or GN District, then not more than 35' max within 100' of the property line of the parcel(s) in that district.
<i>For lots fronting on University Avenue</i>	20'	3,000	0'	10'	None, unless abutting a development with residential on the ground floor, then 10'	15'	None, unless abutting a development with residential on the ground floor, then 10'	None, unless abutting a development with residential on the ground floor, then 40'	800 sq. ft. per efficiency or one bedroom apartment; 1,000 sq. ft. per two or more bedroom apartment	2 stories min 70' max
GI-1										
<i>Residential *</i>	120', unless a non-residential use,	13,500 sq. ft., unless a non-residential use, then	25', or consistent with the average front setback of residential structures on	None	15'	None	Width of Smaller Side Yard (S1) Aggregate Width of Both Side Yards (S1+S2)	25'	15,000 sq. ft.	2-1/2 stories /35'

	then 80'	8,000 sq. ft.	the same block				15'	50'			
<i>Industrial</i>	120'	30,000	25' or consistent with the font setback of residential structures on the same block, whichever is less	None	15'	None	15'	20'	None		

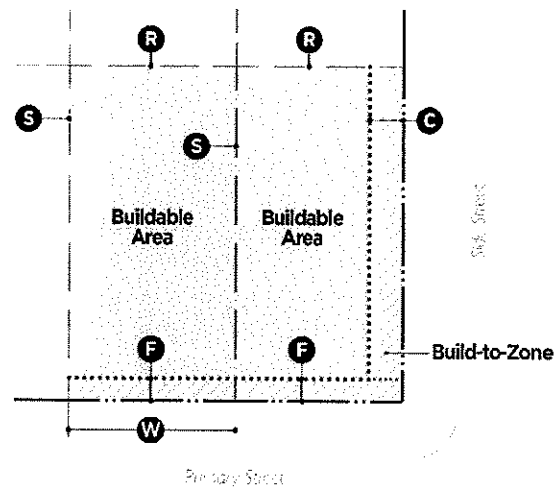
*Maximum Impervious Lot Coverage for GI-1 Residential: 30%, unless a non-residential use, then 80%

Diagram 50-44 (Exhibit 27):

University Core Zone Bulk Standards
UC Districts



UC District-wide



UC Lots fronting on University Avenue

Diagram 50-44 (Exhibit 28):

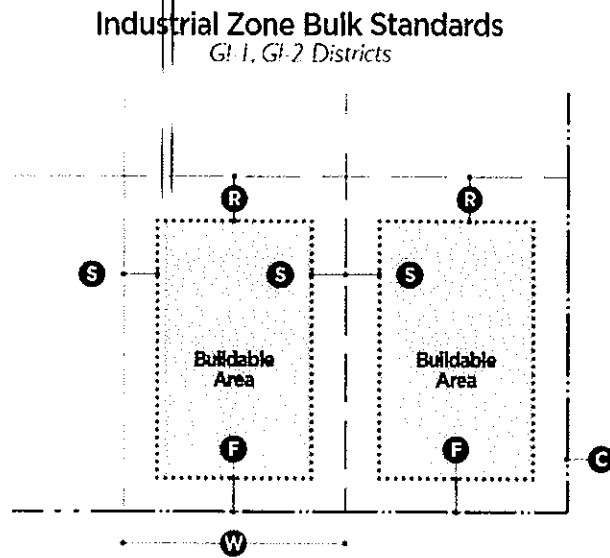


Table 50-46H (Exhibit 29):

Table 50-46H. Façade Transparency in UC District		
	Commercial Use	Residential Use
Ground-floor	70%	40%
Upper floors	30%	30%

§ 50-46. University Avenue Frontage Building Element Requirements

Diagram 50-46I (Exhibit 30):

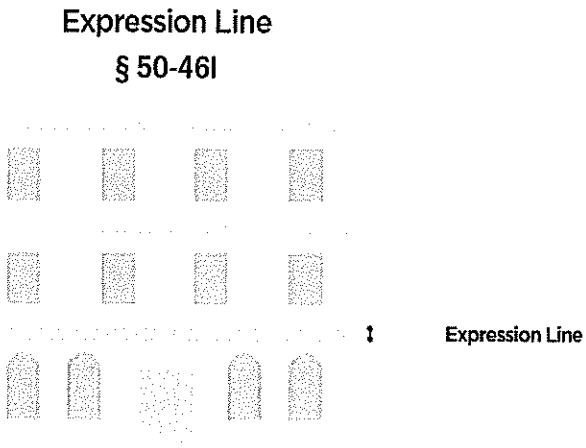
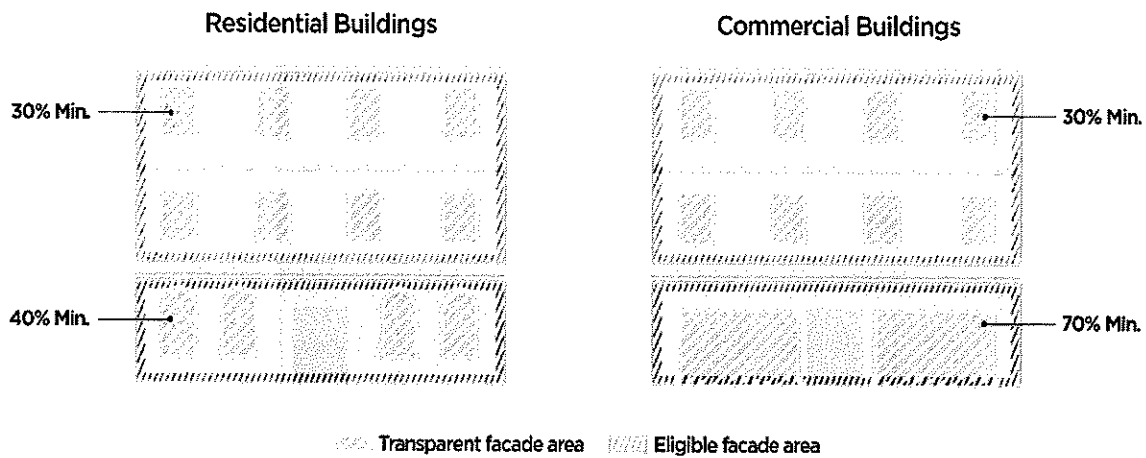


Diagram 50-46J (Exhibit 31):

Transparency Requirements

§ 50-46J



210085

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, Taxation; Funds; Purchasing; Article II, Assessments.

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 18, Taxation; Funds; Purchasing; Article II, Assessments; by amending Section 18-7, Special Assessment Relief Board Created; Membership; and by amending Section 18-8, Same – Investigation of Requests For Relief; Report and Recommendation; and by amending Section 18-9, Award Of Relief from Assessments; and by amending Section 18-10, Payment of Special Assessment by City; Taking of Mortgage and Note to Assure Repayment To City; which shall read in their entirety as follows:

§ 18-7 SPECIAL ASSESSMENT RELIEF BOARD CREATED; MEMBERSHIP.

A Special Assessment Relief Board is hereby created. The term "Board" whenever used herein, shall mean the Special Assessment Relief Board. The Board shall consist of the following members who shall serve by virtue of their offices:

(a) The ~~City Administrator~~ CHAIR OF THE CITY COUNCIL FINANCE COMMITTEE;

(b) The Director of Finance; and

(c) The ~~Chief Legal Officer~~ CITY ASSESSOR.

(Ord. 1054, passed 12-29-1952)

§ 18-8 SAME — INVESTIGATION OF REQUESTS FOR RELIEF; REPORT REVIEW AND RECOMMENDATION DETERMINATION

The Board shall investigate and review all requests made by any property owner assessed for relief from the payment of A special assessment or any part of installment thereof ~~and shall make a report of its findings together with its recommendations, to the Finance Committee of the City Council.~~ A REQUEST FOR RELIEF SHALL BE MADE IN WRITING AND SUBMITTED TO THE ASSESSMENT DIVISION OF THE DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES, ON OR BEFORE MAY 1ST OF THE YEAR IN WHICH THE SPECIAL ASSESSMENT IS TO BE LEVIED. THE BOARD SHALL REVIEW THE REQUEST AND DETERMINE WHETHER A GRANT OF RELIEF WOULD (1) RENDER THE SPECIAL ASSESSMENT DISPROPORTIONATE IN ANY MANNER TO THE BENEFITS RECEIVED FROM IT, AND (2) BE IN THE BEST INTERESTS OF THE CITY OF FLINT. UPON A DETERMINATION THAT A GRANT OF RELIEF WOULD NOT RENDER THE SPECIAL ASSESSMENT DISPROPORTIONATE IN ANY MANNER, AND WOULD BE IN THE BEST INTERESTS OF THE CITY OF FLINT, THE BOARD MAY GRANT RELIEF AND WAIVE THE COLLECTION OF ALL OR ANY PORTION OF THE SPECIAL ASSESSMENT FROM THE PROPERTY OWNER.

(Ord. 1054, passed 12-29-1952)

§ 18-9 AWARD OF RELIEF FROM ASSESSMENTS RESERVED.

~~If the Finance Committee shall determine that the collection of any special assessment or part or installment thereof, at the time and in the manner provided by law, would, by reason of age, indigency or any other factor affecting ability to pay, tend to cause the property owner to become a public charge or would otherwise work undue hardship upon the property owner and shall further determine that to grant relief from the collection of such special assessment~~

would be in the best interest of the City of Flint, said Finance Committee may recommend to the City Council that relief be granted, consistent with the provisions of § 18-10. (Ord. 1054, passed 12-29-1952)

§ 18-10 PAYMENT OF SPECIAL ASSESSMENT BY CITY; TAKING OF MORTGAGE AND NOTE TO ASSURE REPAYMENT TO CITY RESERVED.

~~The City Council of the City of Flint may order the payment of any special assessment or installment thereof from funds available for that purpose. Provided; however, that no such payment shall be authorized unless the property owner, together with his spouse, if any, shall execute a notice, secured by a real estate mortgage to the City of Flint, to secure the eventual repayment of such funds to the City of Flint in full. Such note and mortgage shall be a first mortgage upon the real estate pledged, except in those instances where the balance due upon the first mortgage is sufficiently low in the opinion of the Special Assessment Relief Board, the Finance Committee and the City Council, that the taking of a second mortgage, together with a note, will be adequate protection to the City of Flint to secure the eventual repayment aforesaid and may bear interest at a rate to be determined by the City Council not to exceed 4% per annum, shall be payable in such number of years as the City Council may determine, but in any event shall be due and payable in full upon the death of the mortgagors or the sale of the property, shall provide that failure to pay other taxes upon the mortgaged property may be grounds for acceleration of the due date of said note and mortgage and shall require the mortgagor to keep buildings insured in companies and in an amount acceptable to the City of Flint. (Ord. 1054, passed 12-29-1952; Ord. 1223, passed 9-13-1954)~~

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

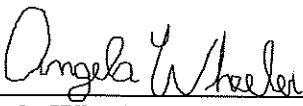
Adopted this _____ day of _____, 2021, A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

S:\AWO\Ordinances\Special Assessment Board\2021.02.10 Proposed Amended Special Assessment Relief Board Ordinance.docx