



RESOLUTION NO.: 200321

PRESENTED: AUG 10 2020

ADOPTED: _____

**RESOLUTION TO PURCHASE CONSUMER'S EASEMENT FOR SECONDARY
WATER MAIN TO COMPLETE THE CONSTRUCTION OF THE SECONDARY
WATER SOURCE**

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint desire to purchase Consumer's Energy Company Easement to complete the construction of the Secondary Water Source that was approved by City Council on May 11, 2020.

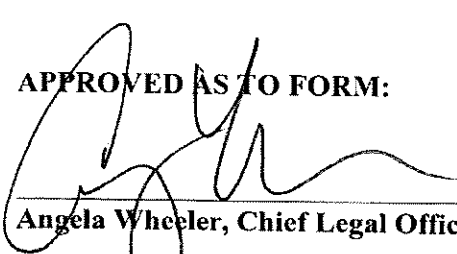
WHEREAS, an appraisal was completed by a certified appraiser and negotiations were completed, resulting in a recommendation of a purchase price of the easement in the amount of \$413,450.00 (See Attached Easement).

WHEREAS, Documents in support of the purchase are attached.

WHEREAS, The City Administrator, recommends approving the purchase of the easement to complete the construction of the secondary water source.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the purchase of easement to complete the construction of the Secondary Water Source in the amount of \$413,450.00 to be paid from account number 496-551.000-801.068, Grant Code FEPA18WIIN-1.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:


Amanda Trujillo, Acting Finance Director

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President



CITY OF FLINT

ACCOUNTING APPROVAL:

Golanda Gray

Date: *8-5-2020*

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

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

BUDGET YEAR 1 NA

BUDGET YEAR 2 NA

BUDGET YEAR 3 NA

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

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

DEPARTMENT HEAD SIGNATURE:

Robert Biniash

(PLEASE TYPE NAME, TITLE)

EASEMENT FOR SECONDARY WATER MAIN

SP# 1116 - Genesee - MI 44656

Consumers Energy Company, a Michigan corporation (formerly Consumers Power Company, a Michigan corporation, successor by merger to Consumers Power Company, a Maine corporation), One Energy Plaza, Jackson, Michigan 49201, (hereinafter "Grantor"), its successors and assigns for and in consideration of the sum of \$413,450.00, the receipt whereof Grantor hereby acknowledges, and the faithful performance of the terms and conditions contained herein does by these presents, grant, release and QUIT-CLAIM to the City of Flint, a Michigan municipal corporation, 1101 Saginaw Street, # 105, Flint, Michigan 48502 (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") for the sole and only purpose of installing, constructing, operating, maintaining, repairing, replacing, removing and using a 36 inch secondary water main (hereinafter "Grantee's Facilities") on, over, under and across a portion of Grantor's land in the City of Flint and the Township of Genesee, County of Genesee and State of Michigan, more particularly described in the attached Exhibit "A" (hereinafter "Grantor's Land"), with said portion of Grantor's Land being more particularly described in the attached Exhibit "B" (hereinafter "Easement Area"), together with the right, for a period of one (1) year following the date on which initial construction is commenced, to use the land identified in the attached Exhibit "C" as temporary workspace (hereinafter "Temporary Workspace") together with the right of pedestrian and vehicular ingress and egress to and from said Easement Area and Temporary Workspace by Grantee, its agents, employees, contractors and subcontractors on, over and across Grantor's Land.

This Easement is made subject to the following terms, conditions, restrictions and reservations (hereinafter "Terms and Conditions");

1. Non-Exclusive Easement and Grantor's Use: This Easement is non-exclusive. Grantor reserves the right to use and allow others to use the Easement Area and Temporary Workspace in any manner that does not unreasonably interfere with the exercise of the rights granted in this Easement. Grantee, in its use and occupancy of the Easement Area and Temporary Workspace, shall at no time interfere with the operation or maintenance of, or access to, any of Grantor's facilities (hereinafter "Grantor's Facilities") or in any way affect or interrupt the continuity of service of Grantor as provided by any of Grantor's Facilities.
2. Grantee's Facilities: Grantor shall not be responsible for damage to Grantee's Facilities resulting from Grantor's, Grantee's, or any other third parties' use of the Easement Area or Temporary Workspace, provided, however, that Grantor shall be responsible to Grantee for the willful misconduct of Grantor, its agents, employees, contractors or subcontractors. Grantor shall not be required to incur, without reimbursement from Grantee, any cost or expense relating to Grantee's use of the Easement Area or Temporary Workspace. Grantor shall have no obligation to repair any damage to the Easement Area or Temporary Workspace or any improvements thereon. Grantee's Facilities shall be designed to accommodate and withstand heavy loads, including construction vehicles and heavy equipment operating within or moving across the Easement Area or Temporary Workspace. Grantee hereby accepts full responsibility for any damage to Grantee's Facilities caused by such heavy loads and forever waives and releases Grantor from any claim that Grantee, its agents or assigns may have as a result of such damage.
3. Grantor's Property: Grantee accepts the Easement Area and Temporary Workspace AS-IS/WHERE IS, in its present condition. This Easement is granted without any representations or warranties expressed or implied, and Grantee shall be responsible for performing its own due diligence of the Easement Area and Temporary Workspace.
4. Grantee's Facilities Condition and Easement Area Restoration: Grantee shall at all times, and at its own expense, keep Grantee's Facilities in good condition and repair. Grantee shall also at all times, and at its own expense, keep and

maintain the Easement Area and Temporary Workspace free and clear of garbage or debris initially placed on the Easement Area or Temporary Workspace by Grantee, its agents, employees, contractors or subcontractors. Grantee shall repair and restore the Easement Area and Temporary Workspace to the extent the same has been damaged by Grantee or any of its agents. All such repairs and restoration shall be performed as soon as practicable, weather permitting. Notwithstanding the foregoing, to the extent any activity in the Easement Area or Temporary Workspace by Grantee, its agents, employees, contractors or subcontractors results in an unsafe condition, Grantee immediately shall take any and all measures necessary to mitigate such unsafe condition.

5. Permitting and Compliance: In its use and exercise of the rights granted in this instrument, Grantee shall comply with all applicable local, state, federal, regulatory, safety, and environmental, laws, ordinances, rules and regulations, and Grantor's requirements provided herein. Grantee is responsible for determining what licenses, permits or other authorizations are at any time required and shall, at Grantee's sole expense, obtain and maintain all such licenses, permits and other authorizations of any kind that may at any time be required. Grantee shall name itself (and in no event Grantor) as the applicant and responsible party for any such licenses, permits or other authorizations. Grantee shall provide to Grantor, copies of all such applications prior to submittal for approval, and copies of all such licenses, permits and other authorizations.
6. Environmental: If use of the Easement Area or Temporary Workspace by Grantee, its agents, employees, contractors or subcontractors at any time results in the presence in, on or under Grantor's Land of contaminants, (including but not limited to the groundwater underlying the land), hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency having jurisdiction. The actions required by Grantee shall include, but not be limited to: a) the investigation of the environmental condition of Grantor's Land, b) the preparation of any feasibility studies, reports, or remedial plans required by law, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Grantor's Land. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph shall require or result in the imposition of any limitation or restriction on the use of Grantor's Land, without Grantor's prior written approval and permission. In addition, to the maximum extent allowed by law, Grantee agrees to indemnify, defend and save harmless Grantor from any and all liability arising out of or resulting from: a) the presence on or beneath Grantor's Land, including but not limited to the groundwater underlying the land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of use of Grantor's Land pursuant to this Easement; b) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Easement. The provisions of this paragraph shall survive any termination of this Easement.
7. Indemnification: To the maximum extent allowed by law, Grantee agrees that it will at all times during the exercise of the rights and privileges hereby granted assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees and invitees, arising in connection with or as a direct or indirect result of the use and occupancy of the Easement Area or Temporary Workspace or the exercise of the rights and privileges hereby granted. The provisions of this paragraph shall survive any termination of this Easement.
8. Contractor Indemnification: Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time and in connection with any work to be performed on the Easement Area or Temporary Workspace, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save Grantor harmless from and against all actions, claims, liability, losses, expenses, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of use or occupancy of the Easement Area and Temporary Workspace pursuant to the Easement herein granted. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Grantee's negligence, Grantor's negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors

or subcontractors, the negligence of any other person, or otherwise.

9. Insurance: Grantee shall, at its own expense, procure, maintain and keep in effect at all times while the Easement granted herein is in effect, a Commercial General Liability Insurance Policy, satisfactory to Grantor in form and substance, with a minimum combined bodily injury and property damage single limit of \$1,000,000.00 per occurrence. Such policy shall: (i) be written on an "occurrence" basis; (ii) name Grantor as an additional insured; (iii) include contractual liability; and (iv) be primary and noncontributory to any insurance maintained by Grantor. At the time this Easement is granted, Grantee shall provide to Grantor a Certificate of Insurance evidencing the aforesaid insurance coverage and shall also provide Grantor with evidence of all renewals thereof. Such Certificate of Insurance shall be a standard industry ACORD Form Certificate of Liability Insurance or another form approved by Grantor's Corporate Insurance Department; and Grantee shall submit such Certificate of Insurance and renewals thereof to Grantor at the following address: Consumers Energy Company, Corporate Insurance Department, EP10-243, One Energy Plaza, Jackson, Michigan 49201-2276, or such other address as Grantor may hereafter specify. Grantee shall notify Grantor in writing immediately upon Grantee's receipt of any notice of cancellation of the insurance coverage required hereby.

Further, it shall be the responsibility of Grantee to ensure that Grantee's contractors and subcontractors procure, maintain and keep in effect for the entire duration of their performance of any activity on the Easement Area or Temporary Workspace, a Commercial General Liability Insurance Policy equivalent to that described above. Such insurance shall also name Grantor as an additional insured.

With respect to damage to Grantee's and its contractors' and subcontractors' property used on the Easement Area or Temporary Workspace, Grantee hereby waives and shall require its contractors and subcontractors to waive: (i) their respective rights of recovery against Grantor; and (ii) if such property is insured, the insurer's rights of subrogation, provided, however, that neither Grantee nor its contractors or subcontractors shall waive their rights of recovery with respect to any damages caused by the willful misconduct of Grantor, its agents, employees or subcontractors.

It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release Grantee's or their contractor's or subcontractor's liability under any indemnity provisions set forth herein.

10. Taxes: Grantee agrees to reimburse Grantor, upon demand, for any increased property taxes and assessments attributable to Grantee's Facilities. Grantee shall be responsible for all personal property taxes assessed against the Grantee's Facilities or any other personal property of Grantee located in or on the Easement Area or Temporary Workspace.

11. Construction Requirements: Grantee shall submit Issued for Construction (hereinafter "IFC") plans in electronic format for any installation, construction, maintenance, repair, replacement, removal or use (hereinafter "Construction Activities") of Grantee's Facilities to Grantor for final review and acceptance not less than 10 days prior to the requested commencement date of said Construction Activity in the Easement Area and Temporary Workspace. In no instance shall any Construction Activity commence in the Easement Area or Temporary Workspace until Grantee has prior written consent from Grantor (hereinafter "Grantor's Construction Activity Consent"). Grantee's Facilities shall be installed and constructed in accordance with the accepted, IFC plans, any additional requirements provided for in Grantor's Construction Activity Consent, and in the attached Exhibit "D" (hereinafter collectively "Approved IFC Plans and Construction Standards"). Grantee agrees that 1) a copy of the Approved IFC Plans and Construction Standards shall be kept onsite and made available for reference at all times during the Construction Activity for Grantee's Facilities; 2) failure to have the Approved IFC Plans and Construction Standards onsite may result in a stop work order until such time as the Approved IFC Plans and Construction Standards is brought onsite and reviewed by the construction team; and 3) should Grantor require that its representative be onsite during the Construction Activity, the cost of said representative and all other costs incurred by Grantor as a result of Grantee's Construction Activities shall be reimbursable by Grantee to Grantor upon demand.

12. Existing Encumbrances: This Easement is granted by Grantor subject to any licenses, leases, easements, or other interest in Grantor's Land previously granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, including the rights and interests granted to 1) Michigan Electric Transmission Company in an Amended and Restated Easement Agreement dated April 25, 2002; 2) Grantor's Trust Indenture dated as of September 1, 1945, as amended and supplemented, now held by The Bank of New York Mellon, Successor Trustee; 3) The Board of County Road Commissioners of the County of Genesee for Highway, dated October 23, 1959; 4) The Board of County Road Commissioners of the County of Genesee for Highway, dated March 2, 1971; 5) Buckeye Pipeline Company for a Gas Pipe Line, dated June 10, 1959; 6) Buckeye Pipeline Company

for a Gas Pipe Line, dated September 11, 1959; 7) The City of Flint for Sewer Main and Main Holes, dated August 15, 1978; 8) Motor Oils Refining Company for Pipe Line and Water Main, dated September 21, 1979; 9) The City of Flint for a Railroad Side Track, dated January 31, 1967; 10) The City of Flint for a Water Main, dated January 31, 1967; 11) The City of Flint for a Storm Sewer, dated December 8, 1954; 12) Keith A. Lawrence and Lester P. Lawrence for a Sanitary Sewer Main, dated February 15, 1965; 13) The City of Flint for Storm Sewer Main, dated November 13, 1961; 14) The Township of Genesee and the County of Genesee for the Cornwell Drain, dated March 10, 1959; 15) The County of Genesee for the Riskin Drain, dated July 23, 1959; 16) The Township of Genesee for Road Way and Other Utilities, dated January 23, 1978; 17) Beecher Metropolitan District for Water and Sewer Mains, dated January 23, 1978; 18) The County of Genesee, Board of County Road Commissioners for Highway Purposed, dated September 12, 1956; 19) The Charter Township of Genesee for a Water Main, dated May 7, 1997; 20) Buckeye Pipeline Company for a Gas Pipe Line, dated July 12, 1961; 21) The Board of County Road Commissioners of the County of Genesee for Highway, dated February 7, 1961; 22) Township of Genesee for Sidewalk, dated October 26, 1954; 23) The Board of County Road Commission - Genesee County for Highway, dated May 28, 1976; 24) The Highlands Mobile Home Park for Storm Sewer, dated May 15, 1997; 25) County of Genesee for Drain, dated January 23, 1958. Grantee is solely responsible for complying with any applicable requirements, including notice and consent requirements, of such licenses, leases, easements, and other interests.

13. Notices: Unless otherwise provided herein, any notice required or permitted to be given herein shall be in writing and sent to the parties at their respective addresses set forth in the first paragraph of this instrument, or such other address as the party to whom such notice is to be given may specify from time to time by notice to the other party. Such notices, if sent by certified or registered U. S. mail, postage prepaid, return receipt requested, or overnight courier shall be deemed to have been given when mailed as evidenced by receipt for said mailing; otherwise such notices shall be deemed to have been given when received.

14. Assignment: Grantee shall not assign this Easement without Grantor's prior written approval and said approval may be subject to Grantor's additional terms and conditions.

15. Signatory: The signatory represents and warrants that he or she has full authority to sign this Easement on behalf of the Grantee and by doing so bind it to all terms and conditions set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed in their company names and by their duly authorized representatives as of the _____ day of _____, 2020.

Consumers Energy Company,
a Michigan municipal corporation

By: _____
Amy M. Walt
Vice President Operations Support

Acknowledged before me in Jackson County, Michigan on the _____ day of _____, 2020, by Amy M. Walt, Vice President Operations Support for Consumers Energy Company, a Michigan corporation, for the corporation.

Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____

City of Flint,
a Michigan municipal corporation

By: _____

Acknowledged before me in _____ County, Michigan on the _____ day of _____, 2020, by _____, _____ for the City of Flint, a Michigan municipal corporation, for the corporation.

Notary Public

County, Michigan
Acting in _____ County
My Commission Expires: _____

Prepared by:
Lori A. Howe
Consumers Energy Company
One Energy Plaza
EP7-421
Jackson, Michigan 49201

After recording return to:
Lori A. Howe
17550 17 Mile Road
Marshall, Michigan 49068

EXHIBIT "A"
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Grantor's Land

Land in the City of Flint and Township of Genesee, County of Genesee and State of Michigan, described as:

216-D105-12

A strip of land 25 feet in width North and South, extending East and West from the Right of Way of the Pere Marquette Railroad to the Flint River, located in Section 32, T8N, R7E, along and adjacent to the North line of the following described land: 33 acres from the East side of the South 1/2 of the Northeast 1/4 of Section 31, bounded on the East by the East line of the Section; on the North by land of Wm. Pierson; on the West by land of Mathew Behan; on the South by the 1/4 line of said Section, together with whatever right said first party has to the center of said Flint River; and the South part of the Northwest fractional 1/4 of Section 32, all in T8N, R7E. EXCEPT, a strip of land 25 feet in width, North and South, bounded as follows: Commencing at a point upon the North 1/4 - 1/4 line of Section 32, T8N, R7E, where said 1/4 - 1/4 line is intersected by a line parallel with and 75 feet Westerly from the centerline of the proposed route of the Flint Belt Line Railroad Company, as now staked out, and located across said Section 32; thence Southeasterly along the line parallel with and 75 feet Westerly from the centerline of said Flint Belt Railroad Company to a point 25 feet South of said 1/4 - 1/4 line; thence East along a line parallel with and 25 feet South of said 1/4 - 1/4 line to the centerline of the Flint River; thence Northerly along the centerline of said River to the intersection thereof with said 1/4 - 1/4 line; thence West along said 1/4 - 1/4 line to the place of beginning. ALSO EXCEPT, all that part of the following described Tract "A" lying East of the West limited access right of way line of Highway I-475.

Tract "A"

The Northerly 25 feet of the Southwest 1/4 of the Northwest 1/4 of Fractional Section 32, T8N, R7E lying Westerly of the Westerly line of Dort Highway.

The West limited access right of way line of Highway I-475 is described as follows: Beginning at a point on the West line of Section 32, T8N, R7E, which is South 00°21'36" East 1264.19 feet from the Northwest corner of said Section; running thence South 21°55'01" East 94.71 feet to a point of ending.

371-D60-6

371-D60-4

City of Flint

A strip of land 100 feet in width across the South 32 acres of the Southwest fractional 1/4 of Section 29, T8N, R7E and across that part of the North 1/2 of the Northwest fractional 1/4 of Section 32, T8N, R7E, lying Northwesterly of the Northwesterly line of Boulevard Drive. Said strip of land being more particularly described as follows: Beginning at the intersection of the North line of the South 32 acres of the Southwest fractional 1/4 of said Section 29 with the West, North and South 1/8 line of said Section; thence South on said 1/8 line and on the West, North and South 1/8 line of said Section 32, to its intersection with the Northeasterly line of the right of way of the Flint Belt Railroad; thence Northwesterly along the Northeasterly line of the right of way of the Flint Belt Railroad to a point distant 100 feet West measured at right angles from said 1/8 line; thence North parallel with said 1/8 line and said West 1/8 line of Section 29 and distant 100 feet therefrom to a point on the North line of the South 32 acres of the Southwest fractional 1/4 of said Section 29; thence East along said North line to the place of beginning. Also beginning on the Southwest line of the right of way of said Flint Belt Railroad at a point 100 feet West, measured at right angles, from said West 1/8 line of section 32; thence Southeasterly along the Southwesterly line of the right of way of said Flint Belt Railroad to the Northwesterly line of Boulevard Drive; thence Southwesterly along the Northwesterly line of said Boulevard Drive to a point distant 100 foot measured at right angles from said right of way line; thence Northwesterly parallel with the Southwest line of said right of way and distant 100 feet therefrom, to a point 100 feet West, measured at right angles, from said West 1/8 line; thence North parallel with said 1/8 line and distant 100 feet therefrom to the place of beginning.

372-D60-7

372-D60-5

City of Flint

A strip of land 198 feet wide lying Northeasterly of and adjoining the Northeasterly line of the Flint Belt Railroad right of way across the premises hereinafter described: That part of the Northeast 1/4 of the Northwest 1/4 of Section 32, lying Westerly of the Westerly line of the City of Flint Boulevard Drive and that part of the Southeast 1/4 of the Southwest 1/4 of Section 29, lying South of the South line of the recorded plat of "Fairgrove" and Westerly of the Westerly line of said Boulevard Drive, being all in T8N, R7E.

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Also, a strip of land 65 feet wide off the West side of that part of the Southeast 1/4 of the Southwest 1/4 of said Section 29, lying South of the South line of the recorded plat of "Fairgrove" and Westerly of the Westerly line of said Boulevard Drive, excepting therefrom said strip of land so much of said strip as is included in the strip of land first above described.

369-D60-2*

City of Flint

The East 3/4 of Lot Number 28 of Fairgrove, according to the recorded plat thereof.

370-D60-3*

City of Flint

A parcel of land in Lots 28 and 29 of Fairgrove Addition to the City of Flint, according to the recorded plat thereof, described as beginning on the North line of said Lot 28 at a point 54.09 feet West of the Northeast corner of said Lot 28; running thence Southerly 211 feet, more or less, to the South line of said Lot 28 at a point 55.27 feet West of the Southeast corner of said Lot 28; running thence East along the South line of said Lots 28 and 29, 76.37 feet to a point; thence North to the North line of said Lot 29 at a point 21.1 feet East of the Northwest corner of said Lot 29; thence West along the North line of said Lots 28 and 29, 75.19 feet to the place of beginning.

368-D60-1*

City of Flint

Lots Numbered 15 and 16 of Fairgrove Addition, a subdivision of the Southwest fractional 1/4 of Section 29, T8N, R7E, according to the recorded plat thereof.

367-D60-3

City of Flint

A strip of land 100 feet wide off the East side of the Northwest 1/4 of the Southwest 1/4 of Section 29, T8N, R7E. Said strip of land being also described as beginning at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 29; thence South along the West 1/8 line of said Section to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section; thence West along the South 1/8 line of said Section, 100 feet; thence North parallel with the West 1/8 line of said Section and distant 100 feet therefrom to the East and West 1/4 line of said Section; thence East along said 1/4 line 100 feet to the place of beginning.

366-D60-2

City of Flint

A strip of land 100 feet in width off from the East side of a parcel of land described as follows: The West 1/2 of the Northwest 1/4 of Section 29, T8N, R7E, except a parcel of land containing 10 acres off the North side thereof.

365-D60-1

City of Flint

A parcel of land containing 1.5 acres off the East side of the North 10 acres of the West 1/2 of the Northwest 1/4 of Section 29, T8N, R7E.

363-D60-5

Genesee Township

A strip of land 100 feet in width off the East side of that part of the West 1/2 of the West 1/2 of Section 20, T8N, R7E, lying Southerly of the Right of Way of the Pere Marquette Railroad, excepting a parcel of land in the Southeast corner thereof, 10 rods in length North and South and 8 rods in width East and West.

362-D60-4

Genesee Township

A strip of land 100 feet in width off the East side of a parcel of land described as follows: Commencing on the West line of Section 20, T8N, R7E, at a point 5 chains and 48.25 links South from the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 20; thence East parallel with the North 1/8 line of said Section, 20 chains and 9 links to the West 1/8 line of said Section; thence South along said West 1/8 line, 21 links to the North line of the right of way of the Pere Marquette Railroad; thence Southwest along said right of way, 5 chains and 85 links to an iron stake in said

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right of way; thence West parallel with said North 1/8 line of said Section, 15 chains and 3 links to the West line of said Section; thence North 2 chains and 85.5 links to beginning.

361-D60-3

Genesee Township

Beginning at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 20, T8N, R7E; thence South along the West 1/8 line of said Section, 5 chains and 48.25 links; thence West, parallel with the North 1/8 line of said Section, 100 feet; thence North, parallel with said West 1/8 line, 5 chains and 48.25 links to the North 1/8 line of said Section; thence East along said North 1/8 line, 100 feet to the place of beginning.

360-D60-2

Genesee Township

A strip of land 100 feet wide across the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 20, T8N, R7E, the center line of which strip is described as beginning 50 feet South of the Northwest corner of said Section 20; thence running in a Southeasterly direction to a point 50 feet West of the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section.

359-D60-1

Genesee Township

A strip of land 100 feet wide across the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 20, T8N, R7E, the center line of which strip is described as beginning 50 feet South of the Northwest corner of said Section 20; thence running in a Southeasterly direction to a point 50 feet West of the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section.

357-D60-3

Genesee Township

All that part of the South 1/2 of the Southeast 1/4 of Section 18, T8N, R7E, lying West of the Lewis Road and East of the Pere Marquette Railway right of way. Also, a strip of land 150 feet wide lying Easterly of and along and adjoining the Easterly line of the Pere Marquette Railway Company's right of way across the following described parcel of land: That part of the Northeast 1/4 of the Southeast 1/4 of Section 18, T8N, R7E, lying Easterly of the Pere Marquette Railway Company's right of way.

Also, a strip of land 150 feet in width lying Easterly of and along and adjoining the Easterly line of the Pere Marquette Railway Company's right of way across the following described parcel of land: A parcel of land 387 feet in width off the South side of that part of the East 1/2 of the Northeast 1/4 of Section 18, T8N, R7E, lying Easterly of Pere Marquette Railway Company's right of way. EXCEPT, a parcel of land in the Southeast 1/4 of the Southeast 1/4 of Section 18, T8N, R7E, described as follows: to find the place of beginning of this description, commence at the Southeast corner of said Section; run thence North along the East line of said Section, 31.84 feet to the point of beginning of this description; thence continuing along said East line of said Section, 558.16 feet; thence South 73°38'00" West 117.04 feet; thence South 04°54'20" East 443.44 feet; thence South 41°44'20" East 111.72 feet to the point of beginning.

355-D60-2

Genesee Township

That part of the East 1/2 of the Northeast 1/4 of Section 18, T8N, R7E, described as follows: Beginning at the Northwest corner of the East 1/2 of the Northeast 1/2 of said Section 18; thence East along the North line of said Section, 100 feet; thence South parallel with the East 1/8 line of said Section and distant 100 feet therefrom to a point 150 feet Northeasterly, measured at right angles from the Northeasterly line of the Pere Marquette Railway right of way; thence Southeasterly parallel with the Northeasterly line of said right of way and distant 150 feet therefrom to a point 12 rods North of the East and West 1/4 line of said Section; thence West parallel with said East and West 1/4 line to the Northeasterly line of said Pere Marquette Railway right of way; thence Northwesterly along the Northeasterly line of said right of way to the East 1/8 line of said Section; thence North along the East 1/8 line of said Section to the place of beginning.

354-D60-1

Genesee Township

A parcel of land in the Northeast 1/4 of the Northeast 1/4 of Section 18, T8N, R7E, described as beginning on the North line of said Section 18, at a point 100 feet East of the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 18; running thence East along the North line of said Section, 160 feet; thence South parallel with the East, North and South 1/8 line of said Section and distant 260 feet therefrom to a point 660 feet South of the North line of said Section; thence West parallel with said North line, 160 feet; thence North parallel with said East, North and South 1/8 line and distant 100 feet therefrom, 660 feet to the place of beginning.

353-D60-3

Genesee Township

A strip of land 100 feet in width off the West side of the East 1/2 of the Southeast 1/4 of Section 7, T8N, R7E. Also, a strip of land 100 feet in width off the West side of the Southeast 1/4 of the Northeast 1/4 of Section 7, T8N, R7E. Also, beginning at a point on the North 1/8 line of Section 7, T8N, R7E, said point being East 100 feet from the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 7; thence East 363 feet; thence South 42 feet; thence South 45° West to a point which is East 100 feet from the East 1/8 line of said Section 7; thence North 405 feet to the point of beginning.

352-D60-2

Genesee Township

A parcel of land in the Northeast 1/4 of the Northeast 1/4 of Section 7, T8N, R7E, described as: Beginning on the North line of said Section 7 at a point 22 rods East of the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section; thence South parallel with the East 1/8 line of said Section; 80 rods, more or less, to the South line of said Northeast 1/4 of the Northeast 1/4; thence East on the North 1/8 line of said Section, 100 feet; thence North, parallel with the East 1/8 line of said Section, 80 rods, more or less, to the North line of said Section; thence West along the North line of said Section, 100 feet to the place of beginning.

1-E25-1

Genesee Township

A parcel of land described as: Beginning at the Southeast corner of Section 7, T8N, R7E, running thence North along the centerline of Lewis Road, so called, 1320 feet to a point; thence West 1232.8 feet to land now owned by Consumers Power Company; thence South along said Consumers Power Company line, 1320 feet to the center line of Stanley Road, so called; thence East along the center of Stanley Road to the place of beginning, excepting therefrom the East 247.5 feet.

W-39

Genesee Township

All that part of a strip of land 33 feet wide lying Easterly of a line described as: Beginning on the North East and West 1/8 line of Section 7, T8N, R7E, at a point 463 feet East of the East North and South 1/8 line of said Section; running thence South 42 feet; thence South 45° West to a point 100 feet East of the East North and South 1/8 line of said Section at a point 405 feet South of the North East and West 1/8 line of said Section; running thence South, parallel with and 100 feet distant East of the North and South 1/8 line of said Section to the East and West 1/4 line of said Section, which is contained within a parcel of land described as beginning on the East line of said Section 786.9 feet North of the East 1/4 post of said Section, running thence West 1234.5 feet; thence North 124.8 feet; thence North 45° East 322.8 feet; thence East 1006.3 feet to the East line of said Section; thence South 356 feet to the place of beginning.

W-40

Genesee Township

All that part of a strip of land 33 feet in width lying Easterly of a line which is described as: Beginning on the North East and West 1/8 line of Section 7, T8N, R7E, at a point 463 feet East of the East North and South 1/8 line of said Section; running thence South 42 feet; thence South 45° West to a point 100 feet East of the East North and South 1/8 line of said Section at a point 405 feet South of the North East and West 1/8 line of said Section; running thence South parallel with and 100 feet distant East of the East North and South 1/8 line of said Section to the East and West 1/4 line of said

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Section, which is contained within a parcel of land described as beginning 1142.9 feet North of the East 1/4 post of said Section; running thence West parallel with the South line of said Section 1006.3 feet; thence North 45° East 157.7 feet; thence North 42 feet to the North East and West 1/8 line of said Section; thence East along the North East and West 1/8 line of said Section 876 feet to the East line of said Section; thence South 189.3 feet to the place of beginning.

351-D60-7

Genesee Township

A strip of land 100 feet wide off the West side of the East 58 acres of the East 1/2 of the Southeast 1/4 of Section 6, T8N, R7E.

350-D60-6

Genesee Township

A strip of land 100 feet in width over and across the Southeast 1/4 of the Northeast 1/4 of Section 6, T8N, R7E, the centerline of said strip of land being described as: Beginning on the South line of the above described land at a point 413 feet East of the Southwest corner thereof; thence in a Northwesterly direction to a point 363 feet North of the South line of said land and 50 feet East of the West line thereof; thence North, parallel with and distant 50 feet from the West line of the above described land, to the North line thereof.

W-17

Genesee Township

All that part of a strip of land 33 feet wide off the Northeasterly side of a strip of land 83 feet wide, the Southwesterly line of which is described as: Beginning at a point 413 feet East of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 6, T8N, R7E, running thence Northwesterly to a point 50 feet East of the East North and South 1/8 line of said Section at a point 363 feet North of the East and West 1/4 line of said Section, which is contained within a parcel of land described as beginning at the Southeast corner of the Northeast 1/4 of said Section; running thence Northwesterly along the center line of Dort Highway, so-called, 265.52 feet; thence South 88°40' West 945.66 feet; thence South 45°35' East 338.04 feet to the East and West 1/4 line of said Section; thence North 88°40' East 822.3 feet along the East and West 1/4 line of said Section to the place of beginning.

W-18

Genesee Township

All that part of a strip of land 33 feet wide off the Easterly side of a strip of land 83 feet wide; the Westerly line of which is described as: Beginning at a point on the East and West 1/4 line of Section 6, T8N, R7E, 413 feet East of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section; running thence Northwesterly to a point 50 feet East of the East North and South 1/8 line of said Section at a point 363 feet North of the East and West 1/4 line of said Section; thence Northerly parallel with and 50 feet distant Easterly of the East North and South 1/8 line of said Section to the North East and West 1/8 line of said Section, which is contained within a parcel of land described as beginning at a point 100 feet East and 761.85 feet South of the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section; running thence East parallel with the East and West 1/4 line of said Section 929.95 feet to the center line of Dort Highway, so-called; thence Southeasterly along the center line of said highway 354.06 feet; thence West parallel with the East and West 1/4 line of said Section 945.66 feet; thence North 45°35' West 197.78 feet; thence North 179.67 feet to the place of beginning.

W-19

Genesee Township

The East 33 feet of the West 133 feet of the South 305.75 feet of the North 761.85 feet of the Southeast 1/4 of the Northeast 1/4 of Section 6, T8N, R7E.

W-20

Genesee Township

The East 33 feet of the West 133 feet of the North 340.2 feet of the Southeast 1/4 of the Northeast 1/4 of Section 6, T8N, R7E.

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349-D60-5

Genesee Township

A parcel of land in the Southwest 1/4 of the Northeast 1/4 of Section 6, T8N, R7E, described as follows: Commencing at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 6; thence West on the North 1/8 line, 150 feet; thence South 45° East to the East 1/8 line, at a point 150 feet South of the North 1/8 line; thence North on the East 1/18 line to the place of beginning.

348-D60-4

Genesee Township

A parcel of land in the North 1/2 of the Northeast fractional 1/4 of Section 6, T8N, R7E, described as follows: The South 330 feet of the East 153.9 feet of the Northwest 1/4 of the fractional Northeast 1/4 of Section 6, T8N, R7E.

347-D60-3

Genesee Township

A parcel in the North 1/2 of the Northeast fractional 1/4 of Section 6, T8N, R7E, described as follows: The South 450 feet of the West 146.4 feet of the East 300.3 feet of the Northwest 1/4 of the Northeast 1/4 of Section 6, T8N, R7E.

346-D60-2

A parcel of land 100 feet wide across the Northwest 1/4 of the Northeast 1/4 of Section 6, T8N, R7E, the centerline of said 100 foot strip of land being described as follows: Beginning at a point on the North and South 1/4 line of said Section 6, said point being South 260 feet from the North line of said Section; thence South 43°42' East 1409.5 feet, or to point which is North 235.5 feet from the North 1/8 line of said Section 6 and West 300.3 feet from the East 1/8 line of said Section 6.

EXHIBIT "B"
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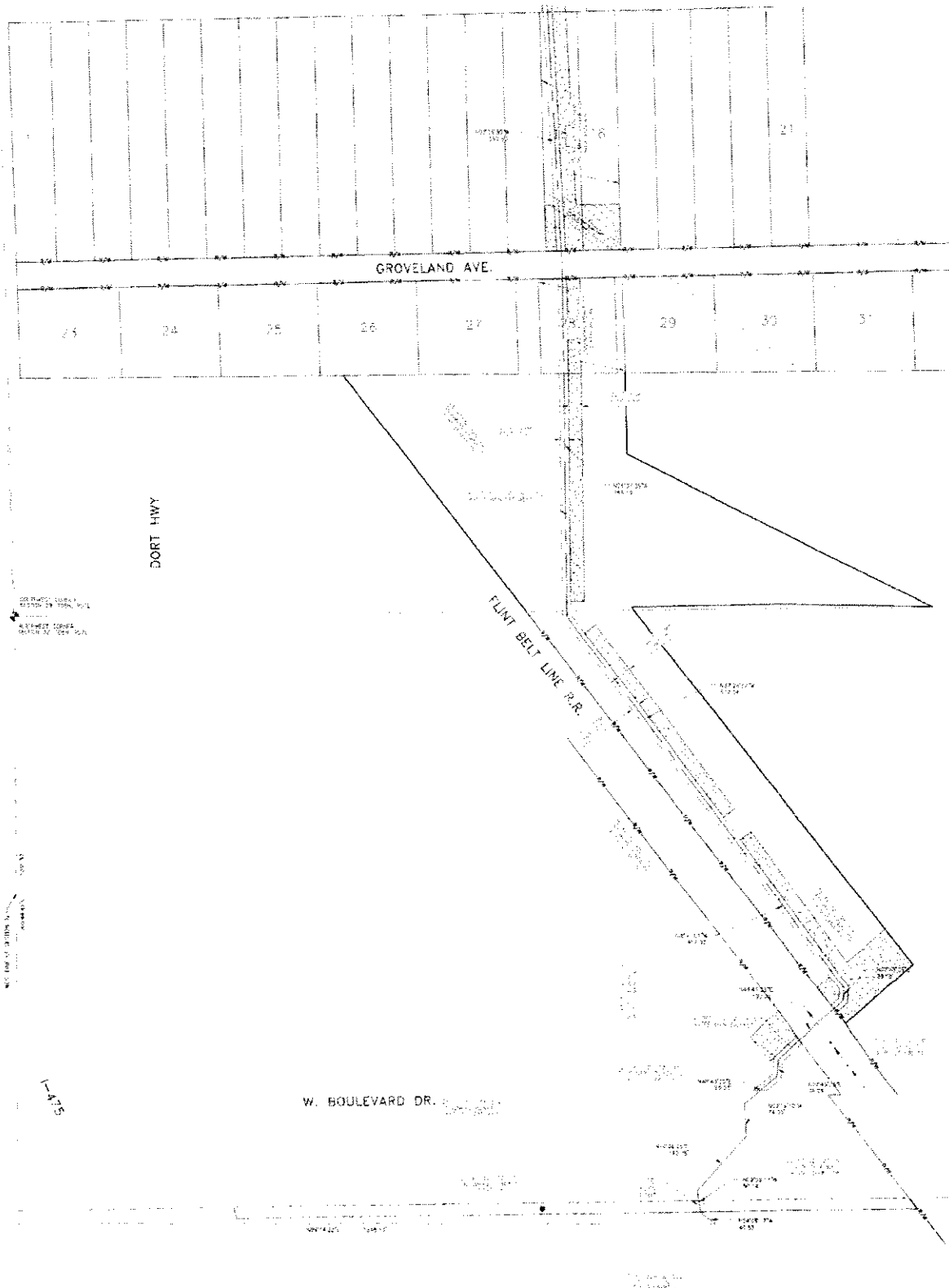
Easement Area

Land in the City of Flint and Township of Genesee, County of Genesee and State of Michigan, described as:

A 20' wide Easement, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 32, T8N R7E; thence South 00°44'43" East 1351.37 feet along the west line of said section 32; thence North 89°14'22" East 1548.13 feet to the **point of beginning**; thence North 54°08'17" West 40.53 feet; thence North 09°08'17" West 50.14 feet; thence North 40°36'35" East 162.75 feet; thence North 03°19'10" West 74.00 feet; thence North 48°43'25" East 96.53 feet; thence North 03°43'25" East 38.01 feet; thence North 48°43'25" East 190.02 feet; thence North 03°43'25" East 28.18 feet; thence North 36°41'01" West 148.95 feet; thence North 36°41'01" West 157.02 feet; thence North 36°41'01" West 151.05 feet; thence North 37°26'57" West 572.04 feet; thence North 01°07'35" West 758.19 feet; thence North 03°36'50" West 592.60 feet; thence North 01°54'42" West 323.29 feet; thence North 00°09'33" East 196.12 feet; thence North 01°58'57" West 286.99 feet; thence North 01°37'36" West 495.85 feet; thence North 02°10'03" West 1018.15 feet; thence North 01°24'24" West 630.94 feet; thence North 02°44'27" West 942.97 feet; thence North 43°56'10" East 39.98 feet; thence North 00°46'01" West 80.85 feet; thence North 01°40'47" West 287.65 feet; thence North 00°59'52" West 346.18 feet; thence North 00°55'57" West 342.13 feet; thence North 01°37'18" West 621.56 feet; thence North 20°41'06" East 50.46 feet; thence North 02°19'01" West 390.42 feet; thence North 01°22'30" West 285.90 feet; thence North 01°40'38" West 296.22 feet; thence North 01°36'14" West 341.35 feet; thence North 00°37'11" West 269.45 feet; thence North 02°56'35" West 154.36 feet; thence North 01°24'36" East 151.27 feet; thence North 00°29'23" West 208.72 feet; thence North 00°19'58" West 191.26 feet; thence North 22°37'19" West 51.68 feet; thence North 67°37'19" West 93.49 feet; thence North 45°41'07" West 833.67 feet; thence North 01°22'31" West 87.77 feet; thence North 46°35'23" West 110.69 feet; thence South 88°36'15" West 147.55 feet; thence North 00°52'21" West 45.06 feet; thence North 46°40'04" West 329.55 feet; thence North 35°25'04" West 197.68 feet; thence North 59°02'32" West 196.58 feet; thence North 09°58'59" West 380.96 feet; thence North 34°10'23" East 46.68 feet; thence North 10°29'37" West 587.42 feet; thence North 10°54'00" West 731.69 feet; thence North 18°17'32" West 805.41 feet; thence North 29°22'43" West 975.63 feet; thence North 29°53'27" West 664.57 feet; thence North 52°23'27" West 80.66 feet; thence North 07°23'27" West 45.20 feet; thence North 37°36'33" East 48.05 feet; thence North 00°55'29" West 279.42 feet; thence North 03°02'07" West 634.20 feet; thence North 01°29'17" West 521.94 feet; thence North 04°10'11" West 433.59 feet; thence North 05°59'24" West 265.42 feet; thence North 01°47'03" West 236.67 feet; thence North 20°19'31" East 110.35 feet; thence North 01°00'51" West 71.29 feet; thence North 46°47'03" West 57.48 feet; thence North 01°35'49" West 2140.41 feet; thence North 40°43'36" East 619.49 feet; thence North 01°27'14" West 1648.53 feet; thence North 01°48'55" West 1583.83 feet; thence North 01°36'15" West 790.83 feet; thence North 47°34'29" West 501.80 feet; thence North 00°25'18" West 820.28 feet; thence North 46°14'52" West 549.02 feet; thence North 01°06'03" West to a point on the North line of parcel 11-06-200-007 and the point of ending.

Temporary Workspace



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C&O RAILROAD

LEWIS RD.

SC-4AAF GR.

AMH 1800

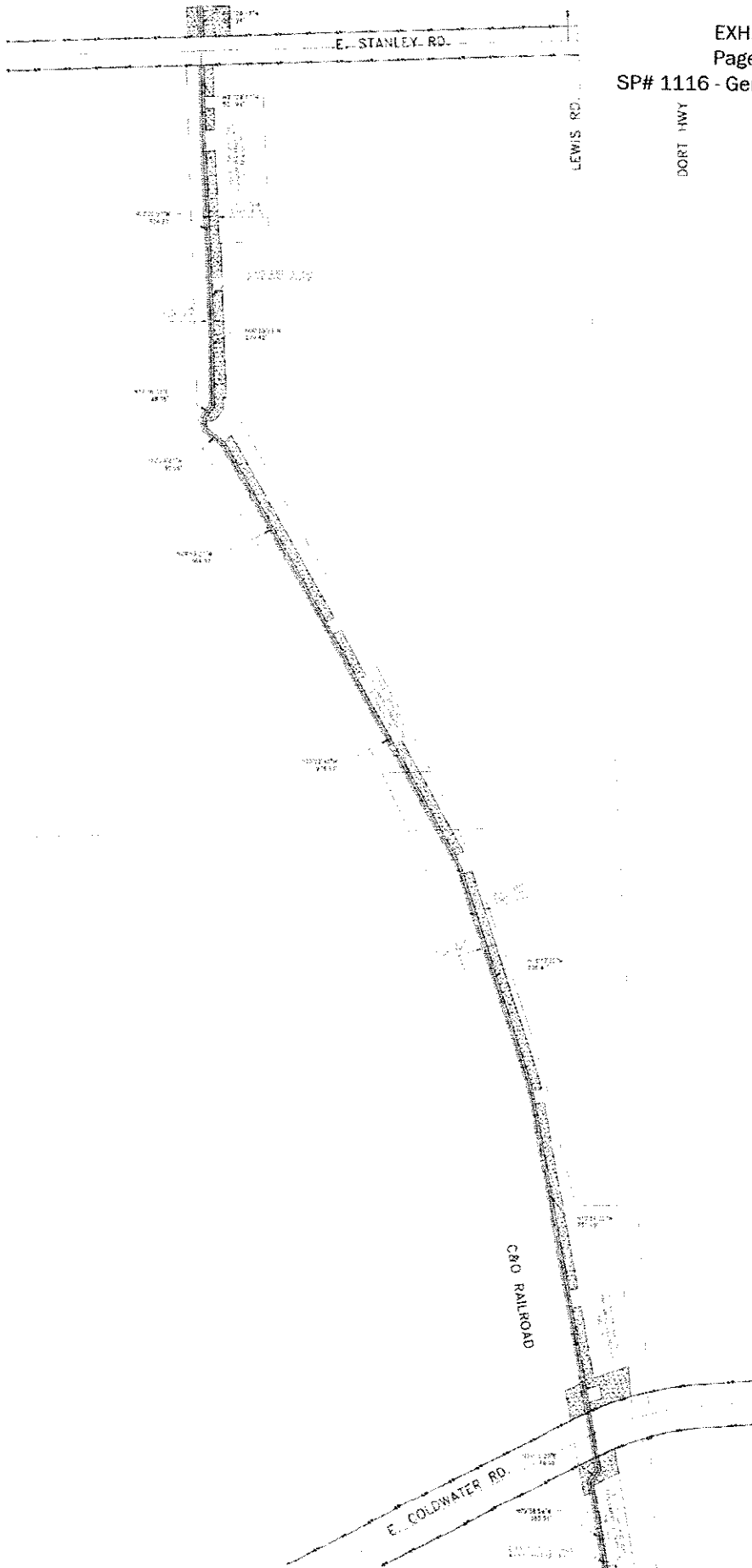
DORR HWY

CONSUMERS ENERGY
EASEMENT EXHIBIT
FLINT SECONDARY WATER SUPPLY

EXHIBIT "C"

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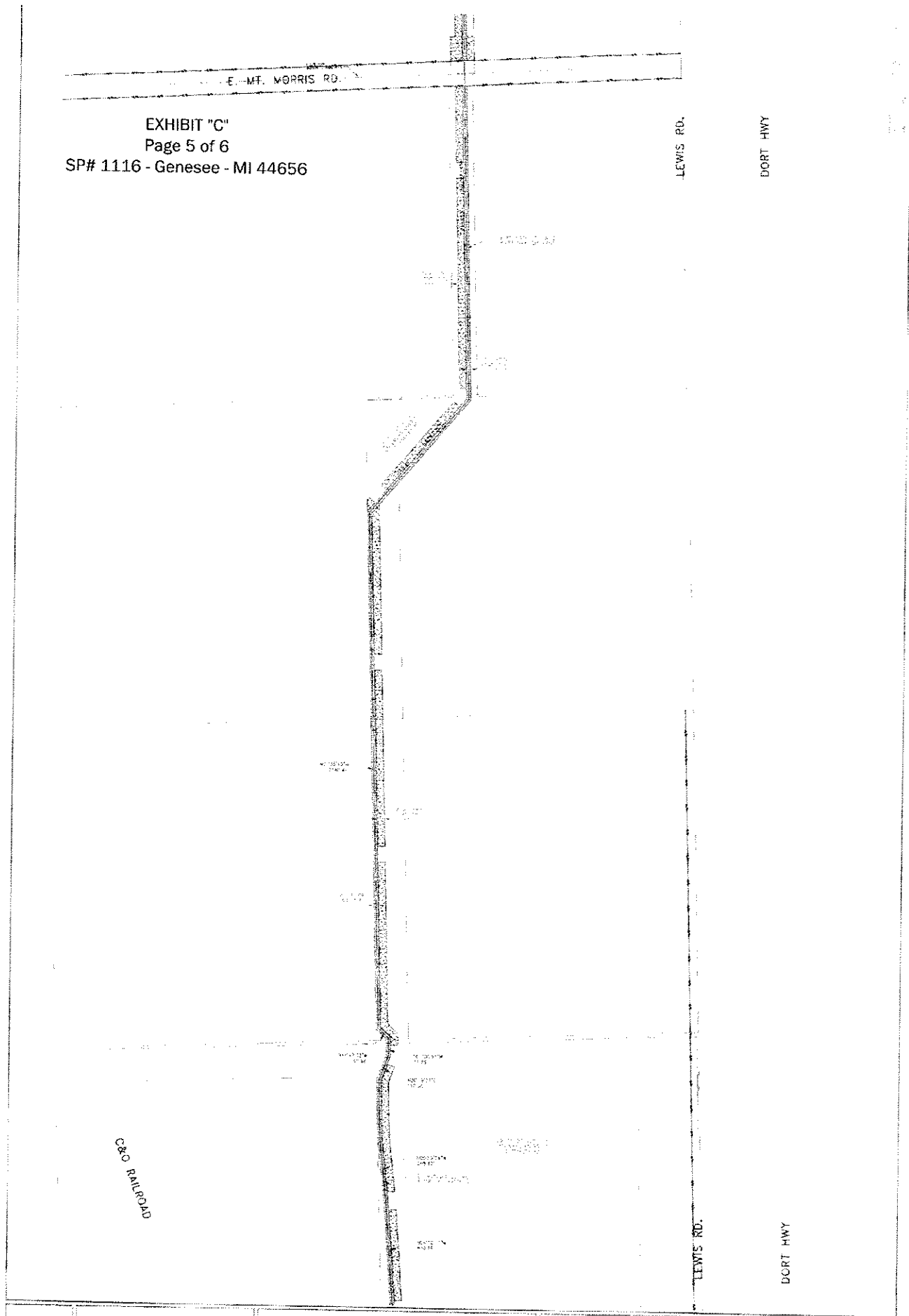


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TRIM

CONSUMERS ENERGY
EASEMENT EXHIBIT
FLINT SECONDARY WATER SUPPLY

001063

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WADE
 TRIM

CONSUMERS ENERGY
 EASEMENT EXHIBIT
 FLINT SECONDARY WATER SUPPLY

SP# 1116

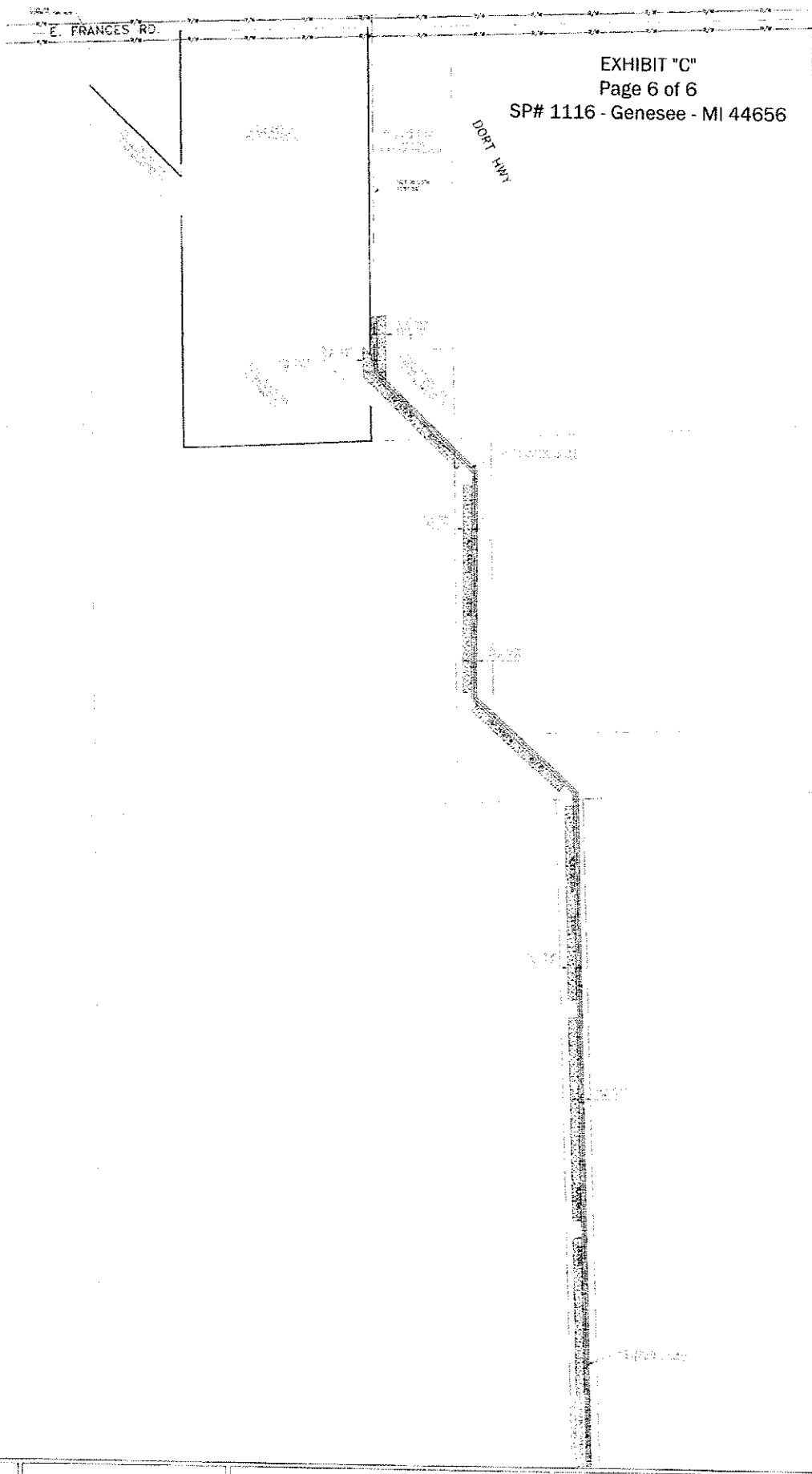


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WADE TRIM

CONSUMERS ENERGY
EASEMENT EXHIBIT
FLINT SECONDARY WATER SUPPLY

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1. Grantee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to performing any excavation on the Easement Area, in accordance with Michigan Compiled Law 460.721, et seq., Public Act 174 of 2013, and any future amendments.
2. Grantee shall not: a) erect any buildings or structures on Grantor's land, including, but not limited to sheds, septic systems, drain fields, retention ponds, water wells or manholes, excepting only those explicitly authorized herein; b) permanently store any materials or fill in, on or under Grantor's Land; c) permanently change the grade of Grantor's Land; or d) plant any trees on Grantor's Land, without Grantor's prior written approval.
3. Any temporary change in grade created by excavation shall be filled and such fill shall be compacted such that no pockets are created and to an extent so as to not interfere with the ability of Grantor's vehicles to traverse any portion of the Easement Area and Temporary Workspace.
4. Grantee may trim or remove trees and vegetation in the Easement Area and Temporary Workspace for Construction Activities of Grantee's Facilities subject to notification requirements identified in section 5 below. Grantor further reserves the right to control, trim or remove any trees or other forest products within the Easement Area and Temporary Workspace during the term and in accordance with the conditions, limitations and requirements of this Easement.
5. Grantee shall give Grantor written notice of any non-emergency Construction Activities that Grantee performs in the Easement Area or Temporary Workspace following installation of Grantee's Facilities. Such notice to be sent to POBoxConsumersRealEstateInquiries@cmsenergy.com at least 10 business days in advance of the commencement of such work. In the case of emergency work, Grantee shall notify Grantor of such work as soon as is reasonably practicable.
6. While working within Grantor's Land, Grantee shall not violate or cause Grantor to be in violation of the National Electric Safety Code or any other applicable safety code. Furthermore, construction equipment operated on Grantor's Land shall at all times maintain a minimum separation of 15 feet from any energized conductor. If more stringent, OSHA/MIOSHA standard shall be observed. No equipment having the height potential of contacting any such electric lines shall be allowed to operate under such lines. No dump truck beds shall be lifted under any electric lines. No excavation or boring shall be done within 15 feet from any utility pole, tower, structure or guy wire.
7. No fill shall be placed under any electric line or within 20 feet of any electric line tower or pole within the Easement Area or Temporary Workspace without the prior written approval of Grantor.
8. Grade within the Easement Area or Temporary Workspace may not be decreased, nor can it be increased more than 2 feet. Grade changes must ensure that no ponding will occur near any of Grantor's poles.
9. If heavy equipment is to cross the Grantor's existing pipeline, a minimum of 5 feet of cover shall be verified and maintained over the pipeline. If a minimum 5 feet of cover cannot be maintained, protective bridging shall be provided and installed by the Grantee. Drawings are available upon request showing Grantor's accepted bridging practices.
10. Grantee's contractor shall contact Grantor's Corrosion Control Engineer at (517) 788-1195 to discuss potential interference problems that may result in accelerated corrosion damage to either facility for any approved buried utility across or in the immediate vicinity of Grantor's pipeline. Grantee to be responsible for providing cathodic protection.
11. The depth of any approved buried utilities shall be maintained completely across Grantor's Land to achieve a minimum clearance of 12 inches from existing facilities and to accommodate future facilities that may be installed. Clearances of at least 24 inches may be mandated by Grantor.

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12. Any approved buried utility that crosses Grantor's existing pipeline shall cross as near as 90° to the pipeline as practicable in order to minimize the amount of pipeline that may have to be exposed. Any such facility that parallels Grantor's pipeline shall not be constructed closer than 15 feet from the edge of the pipeline.
13. Mechanical digging is not permitted within 24 inches of Grantor's Facilities.
14. The length of the Grantor's pipeline that will be exposed shall be limited to a maximum of 25 feet and the backfilling shall be performed in a manner to avoid damage to the pipe coating and to provide firm support. Hand labor shall be used when necessary to assure that the pipeline is fully supported on compacted backfill. The backfill shall be placed so that, after settlement, the ground surface will be as near original grade as possible. Additional depth of cover restoration may be mandated by Grantor. No large rocks, boulders, clods or refuse are allowed in the backfill material. The backfill operation will be subject to Grantor's inspection.
15. Grantee to contact Grantor's inspector at 810-760-3399 to be on site during installation of Grantee's Facilities at the crossing of W. Boulevard Drive.
16. Should Grantee's Facilities interfere with the existing or future use of Grantor's Land by Grantor, and such interference causes Grantor to relocate any of Grantor's facilities, Grantee to reimburse Grantor for any cost incurred by Grantor associated with or caused by said interference.

20-1091



RESOLUTION NO.: 200322

PRESENTED: AUG 10 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2020-2021 ADOPTED BUDGET IN
THE AMOUNT OF \$350,000

Additional funds are required in the 2020-2021 adopted budget for the Public Improvement Fund (402) in the amount of \$350,000 to be transferred from the 101 General Fund Balance to cover improvements to City of Flint public buildings into the following account number:

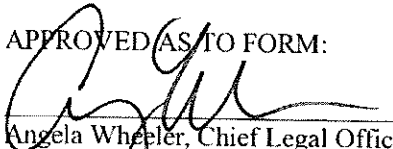
402-753.200-976.000	Building additions and improvements	\$350,000.00
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In accordance with Budget Ordinance # 3856 adopted 1-25-15, transfers from Fund Balance qualify as budget amendments; and

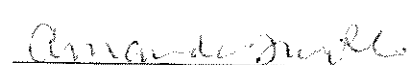
In accordance with Budget Ordinance #3856 adopted 1-25-15, budget amendments in excess of \$25,000 shall be submitted to City Council for its approval;

IT IS RESOLVED, that the appropriate city officials are hereby authorized to do all things necessary to amend the 2020-2021 budget of the City of Flint to reflect the changes requested above the City's General Fund (101) for a total change of \$350,000.00.

APPROVED AS TO FORM:

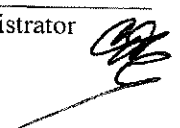

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Amanda Trujillo, Interim Chief Finance Officer


Clyde Edwards, City Administrator

CITY COUNCIL:


Monica Galloway, Council President

2020 - KRN



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: July 24, 2020

BID/PROPOSAL#

AGENDA ITEM TITLE: Budget amendment

PREPARED BY Kathryn Neumann for Robert Bincsik, Director of Public Works

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to add money to the 402 Public Improvement Fund. DPW requested \$350,000.00 to maintain aging buildings that the City of Flint owns and were only given \$50,000. There are several roofs that need to be replaced. In June, 2020, Flint City Council authorized new roofs at the 12th St. garage, as well as the salt barn. It was too late in the fiscal year to get those projects started and now it has gone into the new fiscal year. Additionally, the roofs at Brennan and Hasselbring senior centers need to be replaced as well. All of these roofs combined equal \$293,976.00. DPW is requesting the full amount originally requested so that the roofs can be repaired as well as other unexpected repairs that come up over the year from aging buildings.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
402	Building Additions/Improvements	753.200-976.000		\$350,000.00
FY21 GRAND TOTAL				\$ 350,000.00

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: Kristin A. Troup Date: 7/24/20

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

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

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



CITY OF FLINT

DEPARTMENT HEAD SIGNATURE:

Robert Bincsik

Robert Bincsik, Director of Public Works



200323

PRESENTED: AUG 10 2020

ADOPTED: _____

**RESOLUTION AUTHORIZING THE CORRECTION OF THE FUNDING SOURCE TO
PURCHASE PROPERTY AT 8537 DORT HIGHWAY, MT. MORRIS, MICHIGAN 48458, TO
COMPLETE THE CONSTRUCTION OF THE SECONDARY WATER SOURCE**

BY THE CITY ADMINISTRATOR:

WHEREAS, on June 24, 2020, the Flint City Council adopted resolution 200259 to purchase property at 8537 Dort Highway, Mt. Morris, Michigan 48458, to complete the construction of the Secondary Water Source.

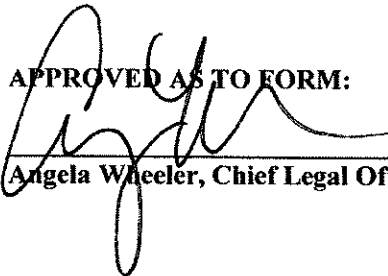
WHEREAS, the incorrect funding source account 491-551.000-801.068 was noted to purchase property at 8537 Dort Highway, Mt. Morris, Michigan 48458 in the amount of \$30,000.00.

WHEREAS, the correct account 496-551.000-801.071 FEPAWIIN18-1 is designated to purchase property 8537 Dort Highway, Mt. Morris, Michigan 48458 in the amount of \$30,000.00.

Fund	Name of Account	Account Number	Grant Code	Amount
496	Secondary Water	496-551.000-801.071	FEPAWIIN18-1	\$30,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to approve the correct funding source 496-551.000-801.071 FEPA WIIN18-1 to purchase property 8537 Dort Highway, Mt. Morris, Michigan 48458, to complete the construction of the Secondary Water Source in the amount of \$30,000.00.



APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator


APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President



200259

RESOLUTION NO.. _____

PRESENTED: JUN 22 2020

ADOPTED: 6-24-2020

RESOLUTION TO PURCHASE PROPERTY AT 8537 DORT HWY. MT. MORRIS, MI 48458 TO COMPLETE THE CONSTRUCTION OF THE SECONDARY WATER SOURCE

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint desire to purchase the property located at 8537 Dort Hwy. Mt. Morris, MI 48458 to complete the construction of the Secondary Water Source that was approved by City Council on May 11, 2020.

Correct Property

WHEREAS, an appraisal was completed by a certified appraiser and negotiations were completed, resulting in a recommendation of a purchase price of \$30,000.00.

WHEREAS, Documents in support of the purchase are attached.

WHEREAS, The City Administrator, recommends approving the purchase of 8537 Dory Hwy. Mt Morris, MI 48458 to complete the construction of the secondary water source.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the purchase of 8537 Dort Hwy Mt. Morris, MI 48458 to complete the construction of the Secondary Water Source in the amount of \$30,000.00 to be paid from account number 491-551.000-801.068.

APPROVED AS TO FORM:

[Signature]
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

[Signature]
Amanda Trullio, Acting Finance Director

FOR THE CITY OF FLINT:

[Signature]
Chris Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]
Monica Galloway, City Council President

*Wrong Account should be **

*If this is Susan Peck's property
has nothing to do with
L. D'Agostini, don't own property.*

Account to Use: → 496-551.000-801.071 (SUSAN PECK) FEPA18 WITH-1

200324



RESOLUTION NO.: _____

PRESENTED: AUG 10 2020

ADOPTED: _____

RESOLUTION RECOGNIZING JAMES-MOOREHOUSE INC., AS A NONPROFIT ORGANIZATION OPERATING IN THE CITY OF FLINT FOR THE PURPOSE OF OBTAINING A CHARITABLE GAMING LICENSE, ISSUED BY THE MICHIGAN LOTTERY CHARITABLE GAMING ORGANIZATION

BY THE MAYOR:

James-Moorehouse Inc., a non-profit organization, provides temporary shelter for runaway, homeless or female victims involved in sex trafficking with family reunifications as a primary goal.

The City of Flint, being the local governing body with authority to grant local charitable gaming licenses that also conform to requirements set forth by the State of Michigan, and James-Moorehouse Inc., a non-profit organization, having made proper application for a Charitable Gaming License to conduct a raffle commencing December 12, 2020 at 1204 Harrison St., Flint MI 484503 prices for the raffle are \$25.00 a ticket. This resolution is submitted in accordance with the qualification process pursuant to the State of Michigan, Bureau of State Lottery, as allowed by Act 382 of the Public Acts of 1972, as amended.

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

APPROVED AS TO FORM:

Angela Wheeler, City Attorney

FOR THE CITY OF FLINT:

Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

Documentation for Preparation of Charitable Gaming License Resolution

Name of organization: James- Moorehouse, Inc.

Mission Statement: The mission is to provide temporary shelter for runaway, homeless or female victims involved in sex trafficking with family reunifications as a primary goal. Our initial program seeks to provide short term shelter, safety, food and clothing, to keep victims, ages 17-25, from being homeless or involved in sex trafficking activity. A collaboration with law enforcement agencies, local hospitals, foster care workers and Social Service organizations will help identify victims who will benefit from quality housing opportunities. Our Outreach ministry will connect runaway, homeless and sex trafficked victims with Social and Law enforcement agencies.

Date(s) of event and type: Date – approx. Oct 31, 2020 or Nov 26, 2020 depending on approval and receipt of obtain licenses. James-Moorehouse, Inc. plan is to have ongoing fundraising events. Type: Raffle

Location of event: James-Moorehouse, Inc. shelter grounds, 1204 Harrison St. Flint, Michigan

Tax exemption Letter: attachment

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JAN 02 2020**

JAMES-MOOREHOUSE
310 EAST GENESEE ST
PLINT, MI 48505-0000

Employer Identification Number:
84-2479542
DLN:
26053740002699
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 18, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

JAMES MOOREHOUSE

Sincerely,

Stephen M. Martin

Director, Exempt Organizations
Rulings and Agreements



RESOLUTION NO.: 200325

PRESENTED: AUG 10 2020

ADOPTED: _____

**RESOLUTION TO ADOPT NOTICE OF NONDISCRIMINATION AND GRIEVANCE
PROCEDURE**

BY THE CITY ADMINISTRATOR:

WHEREAS, On August 23, 2016, Environmental Protection Agency External Civil Rights Compliance Office (ECRO) accepted for investigation EPA Complaint No. 19RD-16-R5 and opened an investigation into whether the Michigan Department of Environmental Quality (MDEQ), Genesee County, and the City of Flint discriminated against the complainant and other similarly situated individuals in Flint, Michigan, on the bases of race, national origin, including limited-English proficiency (LEP), and disability with respect to the administration of the Safe Drinking Water Act of 1974, including public notification and involvement, in violation of Title VI and 40 C.F.R. Part 7, and whether MDEQ, Genesee County, and the City of Flint discriminated against individuals in Flint, Michigan on the basis of race, national origin, including limited-English proficiency, and disability by failing to have in place procedures for addressing compliance with the non-discrimination requirements, per 40 C.F.R. Part 7.

WHEREAS, On March 4, 2020 the City of Flint voluntarily entered into an Informal Resolution Agreement with the Environmental Protection Agency, External Civil Rights Compliance Office to resolve EPA Complaint NO. 19RD-16-R4.

WHEREAS, to comply with the Informal Resolution Agreement the City must adopt and post a Notice of Nondiscrimination and a Grievance Procedure for the Public.

WHEREAS, City Administrator Clyde Edwards recommends adopting the Notice of Nondiscrimination and Grievance Procedure for the Public.

THEREFORE, BE IT RESOLVED that the Flint City Council agrees to adopt the Notice of Nondiscrimination and Grievance Procedure for the Public.

<Signatures on the Following Page>



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

Notice of Nondiscrimination in the Provision of City of Flint Services

The City of Flint does not discriminate in its programs and activities based on race, ethnicity, color, national origin, sex, marital status, sexual orientation, age, religion, disability, veteran status, or other protected status in accordance with all state and federal laws and does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

The City of Flint is responsible for coordination of compliance efforts and receipt of inquiries concerning nondiscrimination requirements implemented by 40 C.F.R. Parts 5 and 7 (Nondiscrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency), including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

If you have any questions about this notice or any of the City's non-discrimination programs, policies or procedures or if you believe that you have been discriminated against with respect to a City program or activity, you may contact:

Tia Lewis, PhD

Nondiscrimination Coordinator

810-766-7280 Ext. 2954

1101 South Saginaw Street, Room 9, Flint, Michigan 48502

tmlewis@cityofflint.com

Keosha Brooks

Alternate Nondiscrimination Coordinator

810-766-7280 Ext. 2963

1101 South Saginaw Street, Room 9, Flint, Michigan 48502

kbrooks@cityofflint.com

You may visit our Website at <https://www.cityofflint.com/> and click the link for Nondiscrimination Policy and Procedure to obtain a copy of the City's procedures to file a grievance/complaint of discrimination.

City of Flint Grievance Procedure

A person believing that he or she has been denied a City service because of his/her race, ethnicity, color, national origin, sex, marital status, sexual orientation, age, religion, disability, veteran status, or other protected status as defined in federal or state law; or if any person feels that they have been intimidated or retaliated against because they have exercised their rights to participate in or opposed actions protected or prohibited by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights, or who has been otherwise discriminated against in the provision of City programs and activities because of their protected status, should contact the City's Nondiscrimination Coordinator, Tia Lewis, 810-766-7280 Ext. 2954, 1101 South Saginaw Street, Room 9, Flint, Michigan 48502, tnlewis@cityofflint.com.

Complainants must submit a complaint with the Nondiscrimination Coordinator within 180 calendar days of the occurrence of the alleged discriminatory or retaliatory conduct. The time for filing a complaint may be extended for up to 90 calendar days by the Nondiscrimination Coordinator for good cause upon written request by the complainant setting forth the reasons for the extension. A written complaint will ensure that the alleged conduct is stated in the complainant's own words. The Nondiscrimination coordinator will ask the complainant to provide specific information, including: date, time and location of incident(s); to the extent known, the names and job titles of persons involved; a concise statement of the facts constituting the alleged discriminatory conduct; names of witnesses, if any; and the complainant's full name, address, telephone number, and email address.

The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. The Nondiscrimination Coordinator will determine whether further investigation is necessary and, if so, who will conduct the investigation. The Nondiscrimination Coordinator may consult with the City Administrator and/or City Attorney at any time during this process. The Nondiscrimination Coordinator shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

It is the intent of the City to investigate discrimination complaints promptly and efficiently. Although it is hoped that an investigation can be completed within fourteen (14) calendar days, some investigations may require more time. In such cases, the Nondiscrimination Coordinator will keep the complainant advised of the status of the investigation no less frequently than every fourteen (14) days.

At the conclusion of the investigation, the Nondiscrimination Coordinator and City Administrator will review the findings and collectively determine whether the discrimination has occurred and an appropriate remedy, if warranted. Unless extended by written agreement with the complainant, the Nondiscrimination Coordinator shall prepare and send to the complainant a written report within 60 calendar days of the City's receipt of the complaint. For all complaints, the decision shall include:

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders
 - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint
6. Notice of the complainant's right to appeal the City's decision within fifteen (15) calendar days

As it is the City's desire to resolve complaints amicably, the City may engage the complainant in conciliation discussions at any time before, during or after the investigation.

Nothing in these procedures should be construed to limit a complainants' right to file a complaint with the appropriate state or federal agency that regulates the service in question or that adjudicates claims of discrimination.



RESOLUTION NO.: 200 327
PRESENTED: AUG 10 2020
ADOPTED: _____

**RESOLUTION AUTHORIZING THE MODIFICATION TO POLICE DIVISIONS
20 AND 21 TO INCLUDE SHIFT PREMIUMS IN THEIR BASE WAGES**

BY THE CITY ADMINISTRATOR:

WHEREAS, on April 13, 2020, The City of Flint and The Flint Police Officer Association (FPOA) ratified a Collective Bargaining Agreement which included a change in retirement benefits for FPOA employees; and

WHEREAS, the Municipal Employees' Retirement System (MERS) administers the retirement benefit for City employees represented by FPOA; and

WHEREAS, City Charter § 1-503 authorizes the City to provide by ordinance for pension benefits for City employees through MERS;

THEREFORE, BE IT RESOLVED that the City direct MERS to make any changes necessary to its Adoption Agreement and any related documents pertaining to FPOA Divisions 20 and 21 to effectuate the following:

1. For Divisions 20 and 21, for Employees hired prior to January 1, 2014, "compensation" to be reported to MERS is base wages, exclusive of overtime, but including shift premium.
2. For Divisions 20 and 21, for Employees hired prior to January 1, 2014, the Employee annual contribution is 9.5% on all base wages earned, exclusive of overtime, but including shift premium.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name City of Flint Municipality #: 2530

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- ☐ All prior service from date of hire
- ☐ Prior service proportional to assets transferred; all service used for vesting
- ☐ Prior service and vesting service proportional to assets transferred
- ☐ No prior service but grant vesting credit
- ☐ No prior service or vesting credit

☐ Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. ☐ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 20 & 21), the effective date shall be the first day of _____, 20__. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. ☐ If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D. ☐ If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20__.

E. ☐ If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20__.

Defined Benefit Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. The following groups of employees are eligible to participate:

Police Officer after 7/1/96 and Police Off hir on/bef 7/1/96

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

☐ Only retirees will be in this division.

These employees are (check one or both):

☐ In a collective bargaining unit (attach cover page, retirement section, signature page)

☐ Subject to the same personnel policy

To receive one month of service credit (check one):

☐ An employee shall work 10 _____ hour days.

☐ An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

☐ **Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

☐ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be _____ month(s).

IV. Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

☐ Our MERS representative presented and explained the valuation results to the

_____ on _____
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

☐ As an authorized representative of this municipality, I _____
(Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

☐ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- ☐ Termination Final Average Compensation (calculated over the members entire wage history)
- ☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) _____ years
4. Vesting (5 -10 yrs, increments of 1 yr) _____ years
5. Normal Retirement Age will be the later of: _____ (any age from 60-70), or the vesting provision selected above (#4).
6. Required employee contribution (Increments of 0.01%) _____ %
7. Compensation for the Defined Benefit Plan means the salary or wages paid to an employee for personal services rendered while a member of MERS. Compensation and any applicable employee contributions must be reported to MERS on a monthly basis.

Employers shall define compensation using the following options (choose one):

- ☐ Compensation including all items as allowed in the MERS Plan Document (Section 14).

If anything varies, specify here:

Included: _____

Excluded: _____

- ☐ Base wages only.

If any items should be included, specify here:

Included: base wages plus 240 hours of pay from leave bank and shift premiums

- ☐ Medicare taxable wages as reported on W2.
- ☐ Wages plus amounts otherwise not reported as gross compensation, such as elected amounts for Section 125(a) or 457(b) deferrals.

Defined Benefit Plan Adoption Agreement

8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service between 25 and 30 years _____
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- ☐ Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the employee's benefit
- ☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- ☐ Deferred Retirement Option Program (DROP)
- ☐ Annuity Withdrawal Program (AWP)
Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
 - ☐ Interest rate for employee contributions as determined by the Retirement Board, or
 - ☐ MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date <input type="checkbox"/> Retirees who retire between _____/01/____ and _____/01/____	<input type="checkbox"/> Future retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- ☐ Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

Defined Benefit Plan Adoption Agreement

11. Service Credit Purchase Estimates are:

- ☐ Not permitted
- ☐ Permitted

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by _____ on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

200326

ORDINANCE NO. _____

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

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

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

ARTICLE VI. CITY WIDE ADVISORY COUNCIL COMMITTEE

§ 2-26 CREATED.

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

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

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

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

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

§2-26.2 Term of Members

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

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

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

§2-26.3 ORGANIZATIONS; TECHNICAL ASSISTANCE.

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

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

§2-26.4 COMPENSATION OF MEMBERS

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

§2-26.5 CONFLICTS OF INTERESTS

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

§2-26.6 DISQUALIFICATION

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

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


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

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, City Attorney

200330

ORDINANCE NO. _____

APPROVED AS TO FORM:

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


Angela Wheeler, Chief Legal Officer

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

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

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

ARTICLE VI. PERSONNEL CODE

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

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

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

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

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

CITY OF FLINT
Position Description

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

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

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

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

ESSENTIAL DUTIES AND RESPONSIBILITIES (Con't):

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

MINIMUM ENTRANCE REQUIREMENTS:

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

PHYSICAL DEMANDS

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

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

Classification History:

Established: April 2002

Revised: December 2004

Revised: August 3, 2020

200285

ORDINANCE NO. _____

An ordinance to amend the Code of the City of Flint by amending Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons.

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

Sec. 1. That the provisions of Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons, shall be amended by adding subsection (DD), which shall read in its entirety as follows:

(DD) THE CITY ACKNOWLEDGES

A MICHIGAN LIMITED LIABILITY COMPANY (THE "OWNER") HAS OFFERED, SUBJECT TO RECEIPT OF AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE LOAN AND/OR ALLOCATION OF LOW INCOME HOUSING TAX CREDITS FROM THE MICHIGAN STATE HOUSING AND DEVELOPMENT AUTHORITY ("MSHDA"), TO OWN AND OPERATE A HOUSING PROJECT IDENTIFIED AS "ORCHARD LANE APARTMENTS" (THE "PROJECT") ON CERTAIN PROPERTY LOCATED IN THE CITY TO SERVE PERSONS AND FAMILIES OF LOW INCOME, AND THAT THE SPONSOR HAS OFFERED TO PAY THE CITY ON ACCOUNT OF THIS HOUSING DEVELOPMENT AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN LIEU OF AD VALOREM TAXES.

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX

BENEFITS OF PAYING A SERVICE CHARGE IN LIEU OF AD VALOREM TAXES (BUT NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. THE ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO FOUR PERCENT (4%) 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


THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

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

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

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer



Orchard Lane PILOT vs. Tax Comparisons

1) Current taxable value:	\$37,700.00	
2) PILOT estimation	\$11,477.00	DIFFERENCE BETWEEN PILOT AND TAXES:
		\$39,959.50 per year

Based on the Schedule of Rents provided by Communities First, Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 45 units is \$286,946.00.

3) Estimated project ad valorem taxable value:		
	One Bedroom	Two Bedroom
Market Rent	\$500	\$600
Number of Units	16	29
	\$8,000	\$17,400
Monthly Income	\$25,400	
Yearly Income	\$304,800	
Vacancy/Loss (10%)	(\$30,480)	
Potential Gross Income	\$274,320	
Expenses	(\$123,444)	
Net Operating Income	\$150,876	
Cap Rate of 10%	\$1,508,760	
SEV/TV	754,380	
Potential Taxes	\$51,436	

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



CITY OF FLINT

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

PURPOSE

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

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

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

ELIGIBILITY

- 1) Applicant must be a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park cooperative or mobile home park association, and must be financed with a federally-aided or Michigan State Housing Development Authority (MSHDA) aided mortgage or advance or grant from MSHDA.
- 2) PILOT has been requested during the planning stage of the project; any development project under construction at the time of application is not eligible to apply for, or to receive, a PILOT.
- 3) The applicant must own the property or have an option or other right to purchase the property under consideration and provide in application.
- 4) Housing development must contain a minimum of 51% affordable units.
- 5) Project includes a Low Income Housing Tax Credit (LIHTC) allocation.
- 6) The property is not designated as a Brownfield or 5/50 property.
- 7) All parcels that are separate have been combined through proper City channels.

PROCESS

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

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

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

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

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

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

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

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

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

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

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

***Note:** All applicants are required to file their MISDA affidavit with the City Assessor by November 1 of the year before the PILOT is to take effect.

APPLICATION REQUIREMENTS

1) Completed Application Form

2) Narrative:

a. Background information:

i. Development experience of team

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

ii. Describe the corporate partnership structure

Please see attached proposed organization chart.

b. Describe the proposed Project (include the following sections): We are requesting a 49% PILOT. CFI proposes to acquire Orchard Lane apartments, located at 2709 Orchard Lane Dr., Flint, Michigan (the "Development"). The proposed Development is comprised of forty-five (45) one- and two-bedroom apartment rental units. The Development suffers from high vacancy rates due to eight (8) down units and various deferred capital maintenance needs. CFI, a 501(c)(3) nonprofit corporation based in Flint, Michigan, whose mission is to build healthy, vibrant communities through economic development, affordable housing, and innovative programming, will immediately repair all health and safety property needs and bring the down units back on line to rent to low and moderate income individuals and families in Flint, Michigan.

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

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

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

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

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

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

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

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

viii. Any other information to fully explain the project

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

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

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

i. State the location or the proposed project to include street address, parcel ID, and the legal description. Parcel ID: 40-11-351-002 and 40-11-308-002; Legal Description: Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28.

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

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

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

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

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

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

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

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

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

h. Provide housing market data to show demand.

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

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

i. Closing of the loan or contributing financing August 2020

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

iii. Anticipated date construction will begin August 2020

iv. Anticipated date of completion September 2020

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

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

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

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

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

Due to the COVID-19 crisis, CFI has not been able to conduct any physical or in-person outreach, but we are constantly in communication with City and neighborhood stakeholders, including the nearby Balfour Highway Neighborhood Association.

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

The property's walkscore is 75 and within close distance to several business and employment amenities, including McLaren Hospital, and a grocery store. Additionally, this Development is near Berkeley Place Apartments, a 55 unit multifamily development under construction. These two developments will provide investment leverage to create a dynamic and prosperous corridor northwest of downtown Flint.

l. Include a copy of the completed MSHDA application for Low Income Housing Tax Credits (LIHTC) within thirty (30) days of submittal to MSHDA.



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

PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION

CITY OF FLINT

APPLICANT INFORMATION

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

GUARANTORS INFORMATION

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

PROJECT INFORMATION

PROJECT NAME	Orchard Lane Apartments
ADDRESS OF PROJECT	2709 Orchard Ln. Dr.
PARCEL ID	40-11-351-002 and 40-11-303-001

LEGAL DESCRIPTION	<p>Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28.</p> <p>Address: 2645 and 2709 Orchard Lane, Flint, MI 48504</p>
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DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Communities First, Inc.
ARCHITECTURAL FIRM	N/A
CONSTRUCTION PROJECT MANAGER	TBD
GENERAL CONTRACTOR FOR PROJECT	TBD

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

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

Last edit date: 4/20/2020

Property: Orchard Lane Apartments

				Proforma Rents	
				CFI Proforma	
				FY 2022	
Unit Type	# of units	Gross Rent per unit (\$)	Contract Rent per unit (\$)	Total (\$)	\$ per unit Total \$
1BR / 1BA (2 HOME Units)	4	453	453	1,813	453 1,813
2BR / 1BA (1 HOME Unit)	12	577	577	6,928	577 6,928
1BR / 1BA	4	458	458	1,833	458 1,833
2BR / 1BA	4	590	590	2,359	590 2,359
1BR / 1BA	4	458	458	1,833	458 1,833
2BR / 1BA	9	563	563	5,071	563 5,071
1BR / 1BA	4	487	487	1,947	487 1,947
2BR / 1BA	4	532	532	2,129	532 2,129
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total:	45	-	-	23,912	23,912
Annual Total:				286,946	286,946

**Orchard Lane Apartments
Flint, MI**

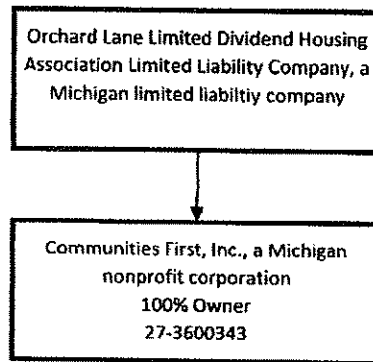
SOURCES & USES OF FUNDS Summary	
SOURCES	
City HOME	300,000
City HOME Tranfer from GM	129,585
Conventional Loan	570,415
TOTAL SOURCES	<u>\$1,000,000</u>
USES	
Acquisition of Land and Buildings	825,000
Property Upgrades	125,000
Soft Costs	50,000
TOTAL USES	<u>1,000,000</u>

Property: Orchard Lane Apartments
 Flint, MI

RESIDENTIAL

Income	Initial		Future		Begin in		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	Inflator	Inflator	Inflator	Inflator	Year	Year															
Annual Rental Income	2.00%	2.00%	2.00%	2.00%	6	6	286,946	292,685	298,538	304,500	310,589	316,811	323,147	329,610	336,203	342,927	349,785	356,781	363,916	371,195	378,619
Annual Non-Rental Income	2.00%	2.00%	2.00%	2.00%	6	6	3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183	4,266	4,352	4,439	4,528	4,618
Residential Vacancy Loss	8.00%	8.00%	8.00%	8.00%	6	6	22,956	23,415	23,883	24,361	24,848	25,345	25,852	26,369	26,896	27,433	27,980	28,537	29,104	29,681	30,268
Total Project Revenue							287,490	298,610	305,861	312,574	319,126	325,720	332,361	339,049	345,784	352,570	359,403	366,282	373,207	380,175	387,187
Expenses																					
Management	3.00%	3.00%	3.00%	3.00%			12,773	13,156	13,541	13,927	14,316	14,707	15,100	15,495	15,892	16,291	16,692	17,095	17,500	17,907	18,316
Administration	3.00%	3.00%	3.00%	3.00%			16,516	17,423	17,946	18,485	19,039	19,610	20,199	20,805	21,429	22,072	22,734	23,416	24,118	24,842	25,587
Common Electricity	3.00%	3.00%	3.00%	3.00%	6	6	4,330	4,460	4,594	4,732	4,873	5,017	5,170	5,325	5,485	5,650	5,819	5,994	6,174	6,359	6,550
Water & Sewer	3.00%	3.00%	3.00%	3.00%			41,760	43,013	44,303	45,632	47,001	48,411	49,864	51,360	52,900	54,487	56,122	57,806	59,540	61,326	63,166
Operating & Maintenance	3.00%	3.00%	3.00%	3.00%			47,316	48,735	50,198	51,703	53,255	54,852	56,498	58,193	59,938	61,737	63,589	65,496	67,461	69,485	71,570
Real Estate Taxes	3.00%	3.00%	3.00%	3.00%			8,823	9,087	9,360	9,641	9,930	10,228	10,535	10,851	11,176	11,517	11,867	12,223	12,579	12,936	13,295
Insurance	3.00%	3.00%	3.00%	3.00%			17,100	17,613	18,141	18,686	19,246	19,824	20,418	21,031	21,662	22,312	22,981	23,670	24,381	25,112	25,865
Payroll & Benefits	3.00%	3.00%	3.00%	3.00%			48,252	49,700	51,191	52,726	54,308	55,937	57,615	59,344	61,124	62,958	64,847	66,792	68,796	70,860	72,985
Total Operating Expenses							200,374	207,003	213,213	219,009	225,198	231,684	238,978	246,582	254,587	262,225	270,092	278,194	286,540	295,137	303,991
Net Operating Income							66,516	55,837	65,884	64,233	63,842	68,683	67,727	66,582	65,544	64,309	62,973	61,531	59,980	58,114	56,229
Rep. Reserve	2.00%	2.00%	2.00%	2.00%			13,500	13,770	14,045	14,326	14,613	14,905	15,201	15,502	15,817	16,134	16,456	16,783	17,114	17,450	17,801
Net Operating Income							53,016	52,067	51,038	49,927	48,729	53,778	52,524	51,175	49,726	48,175	46,516	44,746	42,859	40,850	38,716
Primary Debt Service							36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130
Cash Flow							16,886	15,937	14,908	13,797	22,599	17,648	16,394	15,044	13,596	12,045	10,386	8,615	6,728	4,720	2,586

Proposed Organization Chart for Orchard Lane Apartments



Purchase and Sale Agreement

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

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

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

9. Property Inspection: Purchaser acknowledges:

- A. That Purchaser has personally inspected and approved the Real Property, buildings, layout and location thereof, and all Personal Property included;
- B. That Purchaser accepts both the Real Property, buildings thereon, and all Personal Property, in their present condition, "as is;"
- C. That Seller has never lived on the Real Property and will not be making a Seller's Disclosure Statement;
- D. That Seller makes no representations and gives no warranty concerning the condition of the Real Property or building thereon, or the condition above ground or below ground of the Personal Property included with the Real Property.

10. Title Evidence: As evidence of title, Seller, at Seller's expense, agrees to furnish Purchaser as soon as possible with a title commitment in an amount not less than the purchase price, bearing a date later than acceptance hereof. At closing, Seller agrees to furnish Purchaser with a title insurance policy conforming to the amount hereof and guarantying the title in the condition required for performance hereof.

11. Title Objections: If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, Seller shall have 30 days after receiving written notice to remedy the claimed defects. After 30 days, Seller will refund the deposit in full termination of the contract if Seller is unable to furnish marketable title. If the Seller remedies the title, the Purchaser agrees to complete the sale within 10 days of written notification thereof.

12. Warranties of Seller: Seller represents and warrants to Purchaser:

- A. Seller has the full right, power and authority to convey the Real Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Seller is authorized to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures appear on the following page]

[Signature Page to Purchase and Sale Agreement]

Dated 4-20-2020

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

Sellers's Acceptance

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

Dated 4/20/20

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

Exhibit A

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

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

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

ORDINANCE REVIEW FORM

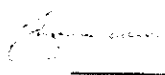
FROM: Planning and Development
Department

NO. 20- 2054
Law Office Login #

ORDINANCE NAME: PILOT ORDINANCE RESOLUTION TO GRANT A FOUR (4%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT AT 2645 and 2709 ORCHARD LANE, KNOWN AS "ORCHARD LANE APARTMENTS", PROVIDING 45 UNITS OF AFFORDABLE HOUSING TO LOW AND MODERATE INCOME RESIDENTS.

1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

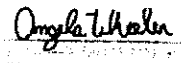
The attached ORDINANCE is approved by the Director of the affected Department. By signing, the Director approves this ordinance to be processed for signatures and fully executed.

By: 
Suzanne Wilcox, Director

DATE: 6/25/2020

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: 6-25-2020

3. ORDINANCE REVIEW-FINANCE DEPARTMENT

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

By: 
Amanda Trujillo, Chief Financial Officer

DATE: _____

4. ORDINANCE REVIEW-MAYORS OFFICE

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

By: 
Clyde Edwards, City Administrator

DATE: 7/7/20

200304

ORDINANCE NO. _____

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

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

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

ARTICLE I. 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE

§ 24-4 ADOPTION COMPREHENSIVE RENTAL INSPECTION CODE.

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

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

§ 24-4.1 DEFINITIONS

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

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

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

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

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

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

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

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

§ 24-4.2 REGISTRATION

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

§ 24-4.2.1 Owner/Agent Registry.

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

1. The owner's name and contact information;

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

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

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

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

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

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

§ 24-4.2.2 Rental Dwellings Registry.

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

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

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

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

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

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

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

§ 24-4.2.3 Exception to Registrations.

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

§ 24-4.3 INSPECTIONS AND CERTIFICATION

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

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

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

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

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

(d) Issuing Certificate of Full Compliance

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

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

(e) Issuing Certificate of Partial Compliance

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

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

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

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

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

(f) Denial of Certificate of Compliance

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

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

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

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

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

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

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

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

§ 24-4.3.3 Inspection Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 24-4.3.4 Revocation of Certificate of Compliance, Reinstatement

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

Comprehensive Rental Inspection Code.

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

1. That a Certificate of Compliance for a rental unit or dwelling will be revoked as of a date specified, not to exceed thirty (30) days after issuance of the Notice;

2. The reason(s) for the revocation;

3. That occupying or allowing occupancy after revocation of a Certificate of Compliance is punishable as a civil infraction, pursuant to Flint City Ordinance §1-19.

4. That an owner may appeal the Notice of Revocation by filing an appeal with the Building Code Board of Appeals.

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

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

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

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

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

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

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

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

§ 24-4.8 Authority to Promulgate Rules

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

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

Adopted this _____ day of

_____ A.D., 2020.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer