

# **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



## **Meeting Agenda - Final**

**Wednesday, October 6, 2021**

**5:00 PM**

**ELECTRONIC PUBLIC MEETING**

## **LEGISLATIVE COMMITTEE**

*Maurice D. Davis, Chairperson, Ward 2  
Santino Guerra, Vice Chairperson, Ward 3*

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

*Kate Fields, Ward 4  
Herbert J. Winfrey, Ward 6  
Allan Griggs, Ward 8*

*Eva Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*Davina Donahue, Deputy City Clerk*

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

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

Pursuant to Act 267 of the Public Acts of 1976 Open Meetings Act as amended, notice is hereby given that the Flint City Council will conduct four (4) regularly-scheduled committee meetings, to be held as follows:

**Flint City Council Committee Meetings  
(Finance, Governmental Operations, Legislative and Grants)  
Wednesday, October 6, 2021, at 5 p.m.**

1. The public and media may listen to the meeting online by live stream at <https://www.youtube.com/c/FlintCityCouncilMeetings> or through Start Meeting by dialing (617) 944-8177. (If unable to get through, please dial (206) 451-6011.)
  2. In order to speak during the PUBLIC SPEAKING PERIOD of each meeting by telephone, participants will also call (617) 944-8177. (If unable to get through, please dial (206) 451-6011):
    - a. All callers will be queued and muted until the Public Speaking portion of each agenda;
    - b. Public speakers will be unmuted in order and asked if they wish to address the City Council ON ANY SUBJECT;
    - c. Public speakers should state and spell their name for the record and will be allowed two (2) minutes for public speaking during each meeting;
    - d. The speaker will be returned to mute after the 2 minutes have expired;
    - e. After the telephonic public speakers for each committee meeting are completed, emailed public comments will be read by the City Clerk. All emailed public comments will be timed for 2 minutes;
    - f. Per Rules Governing Meetings of the Council (Rule 7.1 VII), there will only be one speaking opportunity per speaker per meeting. Consequently, public participants who call in and speak during the public speaking period of the meetings WILL NOT have any written comments as submitted read by the City Clerk.
  3. The public may send public comments by email to [CouncilPublicComment@cityofflint.com](mailto:CouncilPublicComment@cityofflint.com) no later than 10 minutes prior to the meeting start time of 5 p.m.
  4. Persons with disabilities may participate in the meeting by the above-mentioned means or by emailing a request for an accommodation to [CouncilPublicComment@cityofflint.com](mailto:CouncilPublicComment@cityofflint.com), with the subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request accommodation - including, but not limited to, interpreters.
- If there are any questions concerning this notice, please direct them to City Council office at (810) 766-7418.

## ROLL CALL

## MEMBER REMOTE ANNOUNCEMENT

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

## MEMBER CONTACT INFORMATION

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

## PROCEDURES ON CONDUCTING ELECTRONIC MEETINGS

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

## READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

## PUBLIC SPEAKING

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), two (2) minutes per speaker. Only one speaking opportunity per speaker.*

## COUNCIL RESPONSE

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

## SPECIAL ORDER

210334 Special Order/Separating Past Due Water Bills from Liens on Homes

A Special Order as requested by Councilperson Davis: He would like a discussion about separating past due water bills from liens on property owners' homes.

## RESOLUTIONS

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

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

## ORDINANCES

- 210214.1** Amendment/Ordinance/Chapter 28 (Motor Vehicles & Traffic)/Article II (Operation of Vehicles)/Addition of Sections 28-65 (a) - (d), Section 28-65.1 and Section 28-65.2 (Drag Racing)

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

- 210231** Amendment/Ordinance/Chapter 24 (Housing)/Article I (International Property Maintenance Code)/Addition of Section 24-5 (Landlords Removal and Disposal Process Regarding Evictions)

An ordinance to amend the Code of the City of Flint by amending Chapter 24 (Housing), Article I (International Property Maintenance Code), with the addition of Section 24-5 (Landlords Removal and Disposal Process Regarding Evictions).

- 210333** Amendment/Ordinance/Chapter 28 (Motor Vehicles & Traffic)/Addition of Section 28-95 (Loitering In or About a Motor Vehicle)

An ordinance to amend Chapter 28 (Motor Vehicles and Traffic), by the addition of Section 28-95 (Loitering In or About a Motor Vehicle).

- 210400** Amendment/Ordinance/Chapter 1 (General Provisions)/Addition of Section 1-134.1 (Prohibition on Illegal Use of Controlled Substances by Elected Officials While on City Property or Engaged in City Business)

An ordinance to amend the Ordinances of the City of Flint by amending Chapter 1 (General Provisions), with the addition of Section 1-134.1 (Prohibition on Illegal Use of Controlled Substances by Elected Officials While on City Property or Engaged in City Business).

- 210495** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In



General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

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

**210497** Amendment/Ordinance/Chapter 20 (Housing)/Addition of Article IV/Sections 121-123

An ordinance to amend the Code of the City of Flint by adding to Chapter 20 (Housing), the following Article, Article IV (Building Code Board of Appeals), Sections 121-123.

## OUTSTANDING DISCUSSION ITEMS

**200500** Council Review/Rules Governing Meetings of the Council (RGMC)

Per the "Rules Governing Meetings of the Council", the Flint City Council shall review the "Rules Governing Meetings of the Council" (RGMC). [NOTE: RGMC Rule No. 33.1 states that, "Every December, the City Council shall place an item on the Special Affairs Committee agenda for review of these rules." Because Special Affairs meetings are suspended indefinitely due to health concerns, it has been added to this agenda.] [NOTE: The "Rules Governing Meetings of the Council" were originally adopted by the City Council on May 10, 1976, with a 1st Amendment adopted May 24, 2010, a 2nd Amendment adopted on April 27, 2015, and a 3rd Amendment adopted June 12, 2017.]

**210119** Discussion Item/Blight Tickets

A Discussion Item as requested by Councilperson Fields to discuss the procedures after a ticket has been written for blight and whether the ordinances can be strengthened. [Referral Action Date: 2/22/2020 @ Electronic City Council Meeting.]

**210206** Referral/Ordinances/Littering

Referral as requested by Councilperson Fields to ATTORNEY: re, what ordinances are on the books to deal with littering. [Referral Action Date: 4/14/2021 @ City Council Electronic Public Meeting.]

**210209** Discussion Item/Combining Lots

A Discussion Item as requested by Councilperson Winfrey-Carter to discuss combining lots, specifically for Peggy Brisbane-Noblitt. [Referral Action Date: 4/22/2021 @ City Council Legislative Committee Electronic Public Meeting.]

**210294** Referral/Ordinance/Public Hearings/Rezoning

A referral as requested by Councilperson Galloway: re, she would like a copy of the ordinance that says rezoning issues need to have a public hearing. [Referral Action Date: 6-17-21 @ Electronic City Council Meeting.]

**ADJOURNMENT**



RESOLUTION NO.:

210233.1

PRESENTED:

JUN 14 2021

ADOPTED:

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

(1809 James P. Cole)

**BY THE CITY ADMINISTRATOR:**

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

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

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

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

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

**IT IS RESOLVED, THAT:**

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

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

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

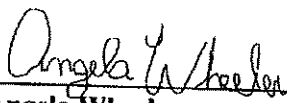
"Plan" means the Plan prepared by the Authority, as transmitted to the City Council by the Authority for approval, copies of which Plan are on file in the office of the City Clerk.

"Taxing Jurisdiction" shall mean each unit of government levying an ad valorem property tax on the Eligible Property.

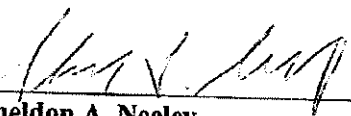
2. Public Purpose. The City Council hereby determines that the Plan constitutes a public purpose.
3. Best Interest of the Public. The City Council hereby determines that it is in the best interest of the public to promote the revitalization of environmentally distressed areas in the City to proceed with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

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

Approved as to Form:

  
Angela Wheeler  
Chief Legal Officer

ADMINISTRATION:

  
Sheldon A. Neeley  
Mayor

---

Kate Fields, Council President

**CITY OF FLINT**



## CITY OF FLINT

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

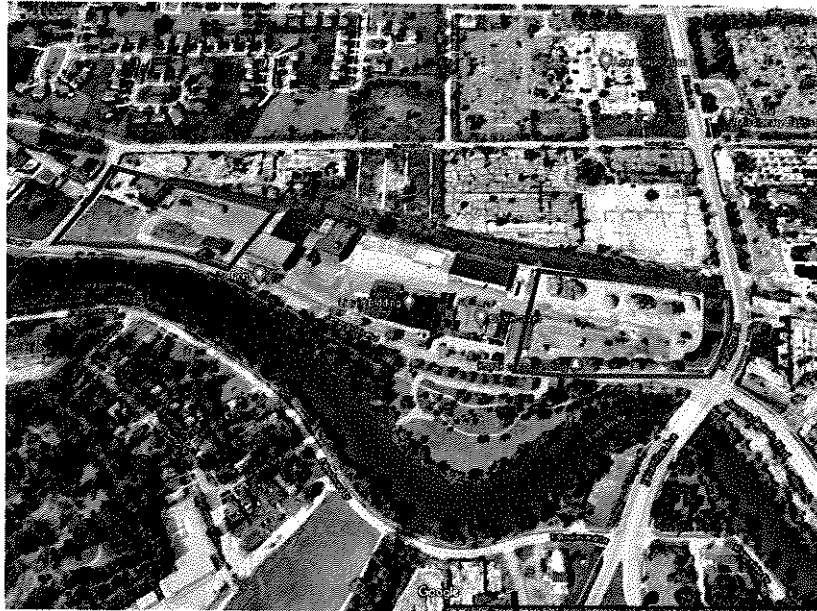
OTHER IMPLICATIONS (i.e., collective bargaining):

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



DEPARTMENT HEAD SIGNATURE: \_\_Khalfani Stephens, Economic Development Director  
(PLEASE TYPE NAME, TITLE)

EXHIBIT A

CITY OF FLINT  
BROWNFIELD REDEVELOPMENT AUTHORITY



BROWNFIELD PLAN FOR THE  
PROPOSED DUPONT INDUSTRIAL FACILITY  
REDEVELOPMENT PROJECT

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

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

Approved by the Brownfield Redevelopment Authority on: \_\_\_\_\_

Approved by the Flint City Council on: \_\_\_\_\_

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

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## **I. INTRODUCTION**

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

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

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

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

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

## II. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Census Tract Qualification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<sup>1</sup>Under Part 201 of NREPA, P.A. 451 of 1994, as amended. Section 20101(1)(s) states:

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

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

SEE: [http://www.legislature.mi.gov/\(S\(1xfrucvrrviw4dlqaepzrk3\)\)/mileq.aspx?page=getObject&ObjectName=mcl-324-20101](http://www.legislature.mi.gov/(S(1xfrucvrrviw4dlqaepzrk3))/mileq.aspx?page=getObject&ObjectName=mcl-324-20101)

<sup>2</sup>Under MCL 125.2652(2)(e) “Blighted” means property that meets any of the following criteria as determined by the governing body:

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

<sup>4</sup>Under MCL 125.2652(2)(s) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Exhibit A  
PROPOSED DUPONT INDUSTRIAL FACILITY  
Brownfield Redevelopment Plan

Section D Capture Summary Table <sup>1</sup>			
	Developer P&I	Local RLF	State Brownfield RLF
<b><u>School Capture</u></b>			
State Education Tax (SET)	\$222,116.24	\$81,770.29	\$303,887
School Operating Tax	\$1,428.867	\$490,622	
<b><u>Local Capture</u></b>			
County Operating	\$404,311	\$148,844	
Library	\$296,155	\$109,027	
Flint Operating	\$555,291	\$204,426	
Public Safety	\$444,232	\$163,541	
Misc. Levies	\$670,747	\$246,930	
Genesee County Parks	\$55,366	\$20,383	
Parks and Rec	\$37,019	\$13,628	
Genesee ISD	\$277,327	\$102,096	
Mass Transit	\$90,483	\$33,310	
Flint Sinking Fund	\$87,366	\$32,163	
CS Mott Operating	\$145,893	\$53,709	
<b>TOTAL</b>	<b>\$4,715,173</b>	<b>\$1,700,449</b>	<b>\$303,887</b>

In addition, the following taxes are projected to be generated but shall not be captured during the life of this Plan:

<b><u>Non-Capturable Millages</u></b>		
Flint School Debt	\$208,789	\$76,864
CS Mott Debt	\$58,491	\$21,533
Public Library Debt	\$134,751	\$49,607
<b>TOTAL</b>	<b>\$402,030</b>	<b>\$148,004</b>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#3708938 v9

Exhibit A  
PROPOSED DUPONT INDUSTRIAL FACILITY  
Brownfield Redevelopment Plan

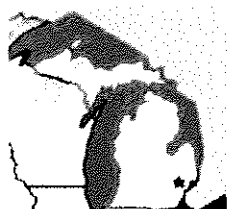
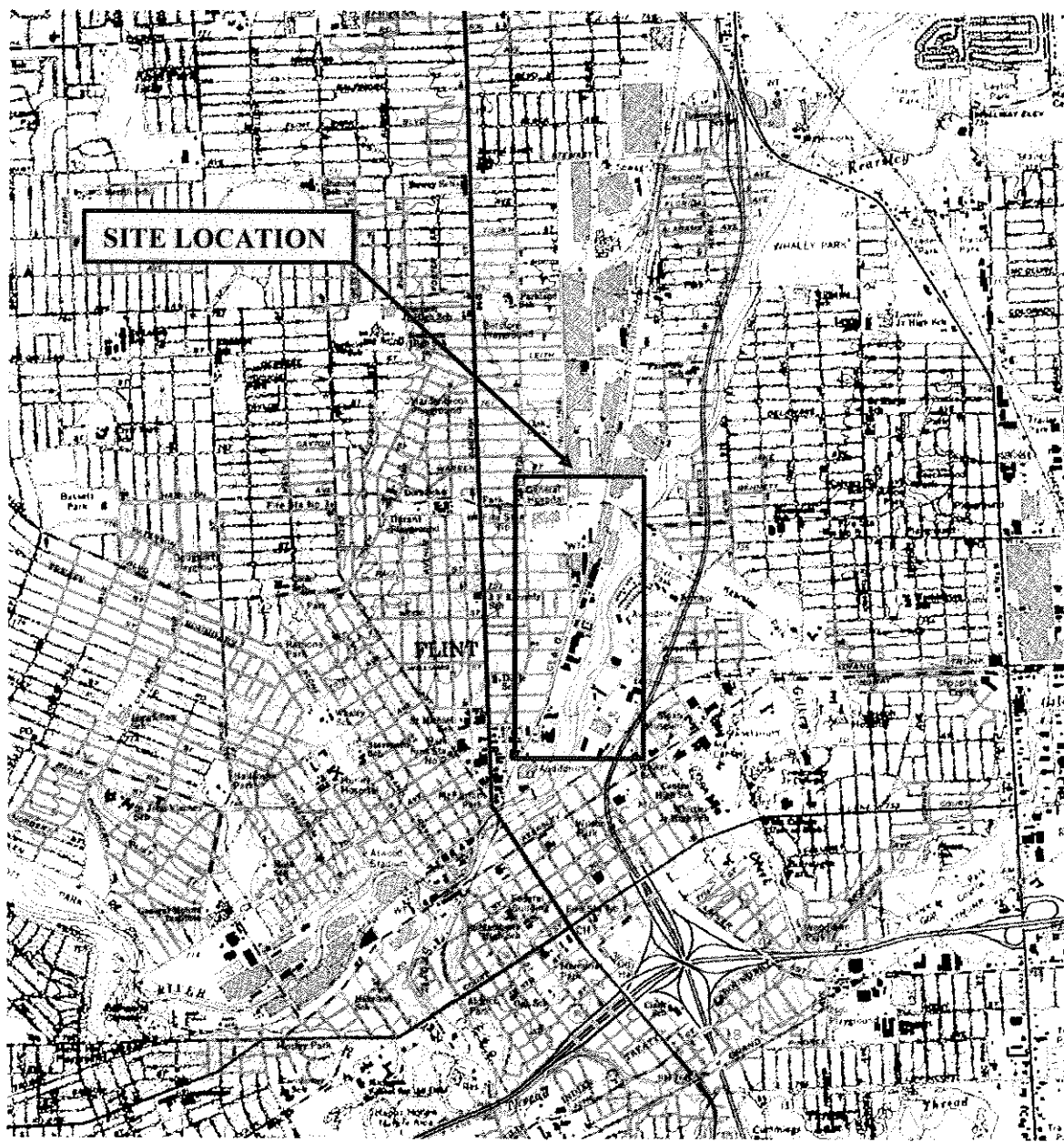
**III. ATTACHMENTS**

Exhibit A  
PROPOSED DUPONT INDUSTRIAL FACILITY  
Brownfield Redevelopment Plan

**ATTACHMENT A**

**Site Map**





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



# **FIGURE 1: SITE LOCATION MAP**

**Former DuPont Industrial Facility**

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

PROJECT: 2020041601.01

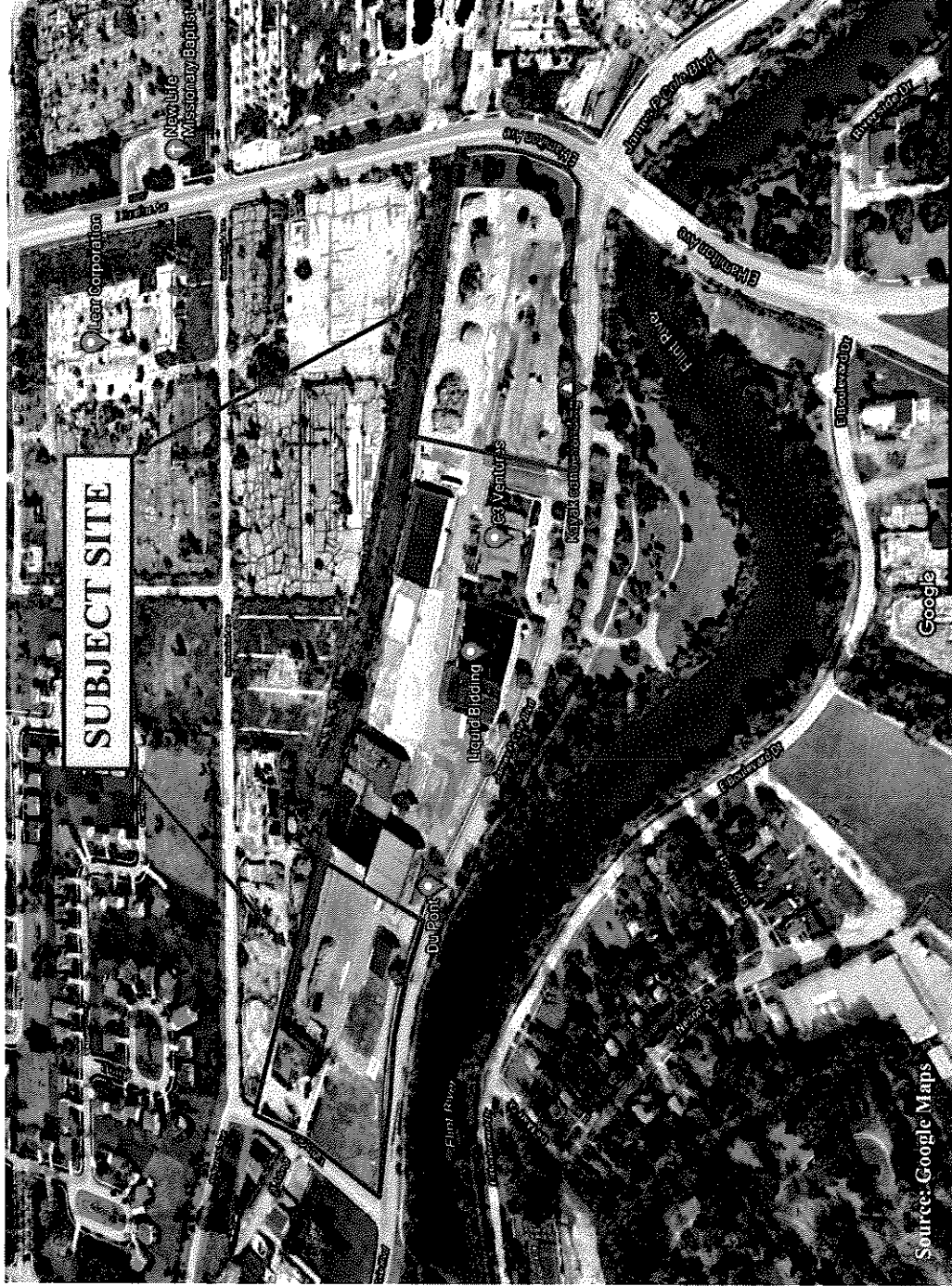
DATE: 8/28/2020

PREPARED BY: NGM



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 Land Development • Real  
 Estate Consulting

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**FIGURE 2: AERIAL SITE MAP**

**Former DuPont Industrial Facility**

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

PROJECT: 2020041601.01

DATE: 8/28/20

PREPARED BY: NGM

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**ATTACHMENT B**

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



















**ATTACHMENT C**

**Project Description – See attached Project Description**

**Project Summary**

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

## Attachment C

### Brownfield Plan for James P Cole Venture, LLC

*Provide a description of the project to be completed at the Property (the "Project")*

*Include details regarding development team, total investment amount, description of project use, number of temporary and permanent jobs, and additional financing incentives (IFT). See attached for Project renderings.*

#### **Project Description**

The proposed redevelopment site is the former DuPont Industrial Facility located at 1809 James P. Cole Boulevard in Flint, Genesee County, Michigan 48503 (the "Property").

The Property is a currently proposed to be redeveloped into a multi-tenant multi-building industrial park. According to a site plan provided by Client, approximately 110,578 square feet of existing building will remain and undergo renovations with the remaining buildings being demolished to make way for an additional 190,700 square feet of proposed new construction buildings, all on 17.99 acres of improved commercial and industrial land (the "Project").

The existing structures and buildings have been mostly unoccupied for several years. According to a Site Plan provided by Developer, approximately 110,578 square feet of existing building will remain and undergo renovations with the remaining buildings being demolished to make way for an additional 190,700 square feet of proposed new construction buildings, all on 17.99 acres of improved commercial and industrial land.

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

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

Developer does not currently employ any employees at the Property as there are no existing operations.

The development of the Project on the Property is comprised of two proposed new buildings (Building #1 and Building #2). The completion of this Project is estimated to create an average of 33.8 Full Time Equivalent (FTE) construction jobs per year during the nine (9) month estimated construction phase (.8 year) for each of the buildings comprising the Project within the City of Flint, Genesee County, Michigan resulting in an estimated total of 67.5 FTE jobs with an annualized construction payroll of \$4,375,800.00 or more per year for the construction phase (estimated \$3,281,850.00 or more per Building for a total Project construction payroll of \$6,563,700.00 using FTE calculations).

As the proposed tenants for the new buildings have not been identified at this time, the actual estimated new full-time jobs being created by the Project are not yet determined. However, using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. As the two new industrial buildings are proposed to be 90,000 ft<sup>2</sup> and 100,000 ft<sup>2</sup> and based on an the USEIA data of "Median square feet per worker" of 1,442 ft<sup>2</sup>, the estimated new jobs per building to be created are 62.4 and 69.3, respectively.

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

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

See:

[https://www.payscale.com/research/US/Job=Production\\_Worker/Hourly\\_Rate/32d28c9e/Flint-MI](https://www.payscale.com/research/US/Job=Production_Worker/Hourly_Rate/32d28c9e/Flint-MI)

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

#### **Development Team**

##### **Developer/Entity**

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

##### **Entity Members**

Please see the attached Ownership Description

##### **Brownfield Redevelopment Consultant and Primary Point of Contact**

Mr. Nicholas G. Maloof, RPG  
President and General Counsel  
Associated Environmental Services, LLC  
40701 Woodward Avenue, Suite 50  
Bloomfield Hills, Michigan 48304  
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F (248) 647-0526  
M (248) 250-2525  
E [ngm@associatedenvironmental.net](mailto:ngm@associatedenvironmental.net)  
W [www.associatedenvironmental.net](http://www.associatedenvironmental.net)

**Primary Environmental Consultant for Developer**

To Be Determined (TBD)

T ( ) -

M ( ) -

E

W www.

**Status of the site  
planning/permitting  
process**

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

**Other Incentives**

In addition to Brownfield TIF, Developer intends to apply for Grants, Loans and Job Training incentives.

Tenant(s)/Occupant(s) intend to apply for an Industrial Facilities Tax Abatement under the Plant Rehabilitation and Industrial Development Districts Act, P.A. 198 of 1974, as amended for a 12 year period.

See attached for Project drawings and renderings.

**Job Creation and Economic Development**

completion of this Project is estimated to create an average of 33.8 Full Time Equivalent (FTE) construction jobs per year during the nine (9) month estimated construction phase (.8 year) for each of the buildings comprising the Project within the City of Flint, Genesee County, Michigan resulting in an estimated annualized construction payroll of \$4,375,800.00 or more per year for the construction phase (estimated \$3,281,850.00 or more per Building for a total Project construction payroll of \$6,563,700.00 using FTE calculations). As the proposed tenants for the Project are unknown, AES projected the estimated number of jobs using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. AES also obtained and used information on hourly wages from Payscale.com. According to Payscale.com, the "Average Production Worker Hourly Pay in Flint, Michigan is \$13.24. As the two new industrial buildings are proposed to be 90,000 ft<sup>2</sup> and 100,000 ft<sup>2</sup> and based on an the USEIA data of "Median square feet per worker" of 1,442 ft<sup>2</sup>, the estimated new jobs per building to be created are 62.4 FTE and 69.3 FTE, respectively. Based on the foregoing projections, the estimated new permanent FTE jobs payroll being created by the Project is 62.4 FTE X \$13.24/Hour for 40 hours per week for 52 weeks/year = \$1,718,812.76 and 69.3 FTE X \$13.24/Hour for 40 hours per week for 52 weeks/year = \$1,909,791.96 or a total estimated payroll of \$3,628,604.72. Please see the tables below for a

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

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

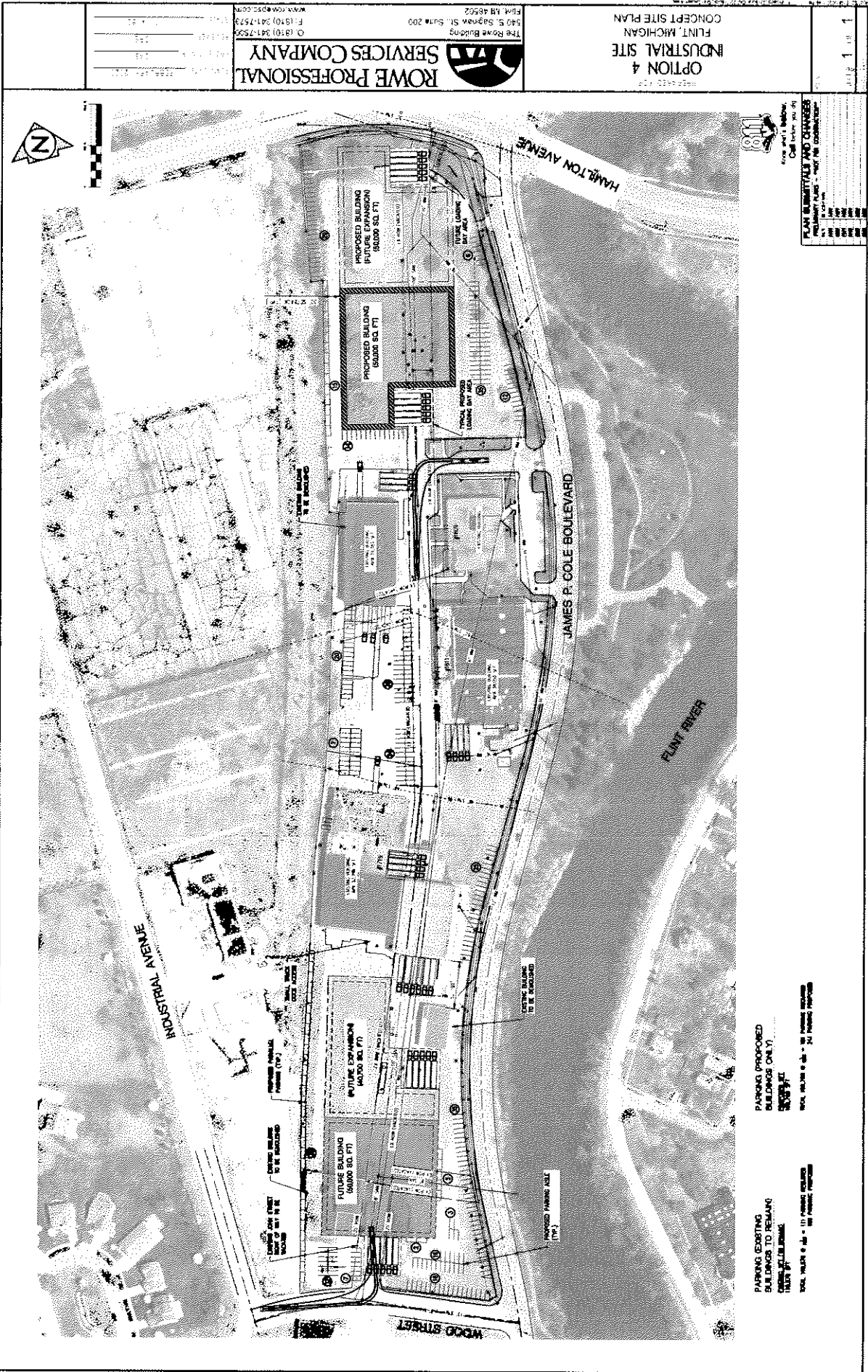
Average Hourly =	\$46.75	Phase	Duration (Months)	Duration as Fraction of Year
Average Weekly =	\$1,870.00	Site Preparation	1.0	0.1
Average Annual =	\$97,240.00	Vertical Const.	8.0	0.7
Total Annualized Payroll =	\$4,375,800.00	<b>Total</b>	<b>9.0</b>	<b>0.8</b>

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

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

As the proposed tenants for the Project are unknown, AES projected the estimated number of jobs using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. AES also obtained and used information on hourly wages from Payscale.com. According to Payscale.com, the "Average Production Worker Hourly Pay in Flint, Michigan is \$13.24. As the two new industrial buildings are proposed to be 90,000 ft<sup>2</sup> and 100,000 ft<sup>2</sup> and based on an the USEIA data of "Median square feet per worker" of 1,442 ft<sup>2</sup>, the estimated new jobs per building to be created are 62.4 FTE and 69.3 FTE, respectively. Based on the foregoing projections, the estimated new permanent FTE jobs payroll being created by the Project is 62.4 FTE X \$13.24/Hour for 40 hours per week for 52 weeks/year = \$1,718,812.76 and 69.3 FTE X \$13.24/Hour for 40 hours per week for 52 weeks/year = \$1,909,791.96 or a total estimated payroll of \$3,628,604.72. Please see the tables below for a summary of direct economic benefits resulting from the Project.





**ROWE PROFESSIONAL SERVICES COMPANY**  
 5405 S. Saginaw St., Suite 200  
 Flint, MI 48502  
 P: (810) 341-7523  
 F: (810) 341-7523  
 WWW.ROWEPRO.COM



**OPTION 4**  
**INDUSTRIAL SITE**  
**FLINT, MICHIGAN**  
**CONCEPT SITE PLAN**



Know what's below?  
 Call before you dig.

**PLAN SUBMITTALS AND CHANGES**  
 PRELIMINARY PLANS - NOT FOR CONSTRUCTION  
 1. PRELIMINARY PLANS  
 2. PRELIMINARY PLANS  
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**PARKING EXISTING**  
 BUILDINGS TO REMAIN  
 CHANGES TO REMAIN  
 TOTAL VALUE \$ 0.00 - (1) PARKING LOT  
 100,000 SQ. FT. PARKING

**PARKING PROPOSED**  
 BUILDINGS ONLY  
 100,000 SQ. FT.  
 TOTAL VALUE \$ 0.00 - (1) PARKING LOT  
 100,000 SQ. FT. PARKING









Exhibit A  
PROPOSED DUPONT INDUSTRIAL FACILITY  
Brownfield Redevelopment Plan

**ATTACHMENT D**

**Supportive Letters**

## ATTACHMENT E

### Estimated Cost of Eligible Activities Tables

#### ESTIMATED COST OF ELIGIBLE ACTIVITIES SUMMARY

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

<sup>1</sup>Does not include 15% Act 381 Contingency

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

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

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

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

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

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

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



**ATTACHMENT F**

**TIF Tables**

**FINAL DRAFT FOR REVIEW AND APPROVAL**

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Plg Mill Year												
Compared Taxable Value (TV) Increase Rate												
	1	2	3	4	5	6	7	8	9	10	11	12
Plan Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Calendar Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
*Base Taxable Value	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000
*Base Taxable Value	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000
*Estimated New TV	4,612,240	4,617,963	4,728,338	4,771,583	4,870,791	4,967,409	5,064,305	5,162,222	5,261,340	5,361,683	5,463,357	5,567,372
Incremental Difference (New Tax TV)	4,578,240	4,583,963	4,694,338	4,737,583	4,836,791	4,933,409	5,030,305	5,127,222	5,224,340	5,321,683	5,419,357	5,517,372
Incremental Difference (New Tax TV)	4,578,240	4,583,963	4,694,338	4,737,583	4,836,791	4,933,409	5,030,305	5,127,222	5,224,340	5,321,683	5,419,357	5,517,372
Incremental Difference (New Tax TV)	4,578,240	4,583,963	4,694,338	4,737,583	4,836,791	4,933,409	5,030,305	5,127,222	5,224,340	5,321,683	5,419,357	5,517,372
Incremental Difference (New Tax TV)	4,578,240	4,583,963	4,694,338	4,737,583	4,836,791	4,933,409	5,030,305	5,127,222	5,224,340	5,321,683	5,419,357	5,517,372
Incremental Difference (New Tax TV)	4,578,240	4,583,963	4,694,338	4,737,583	4,836,791	4,933,409	5,030,305	5,127,222	5,224,340	5,321,683	5,419,357	5,517,372
Incremental Difference (New Tax TV)	4,578,240	4,583,963	4,694,338	4,737,583	4,836,791	4,933,409	5,030,305	5,127,222	5,224,340	5,321,683	5,419,357	5,517,372
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Incremental Difference (New Tax TV)	4,578,240	4,583,963	4,694,338	4,737,583	4,836,791	4,933,409	5,030,305	5,127,222	5,224,340	5		

**Total Tax Increment Revenue (TIR) Available for Capture**

Footnote:

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

EXHIBIT A: TIF TABLE

Estimated Taxable Value (TV) Increase Rate														
	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Plan Year	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
Capital Year														
* Base Taxable Value *	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	14,000 \$	
Estimated New TV	3,489,810 \$	3,419,658 \$	3,575,015 \$	3,661,000 \$	3,707,215 \$	3,764,390 \$	3,822,236 \$	3,880,849 \$	3,939,393 \$	3,998,836 \$	4,059,136 \$	4,119,279 \$	4,179,271 \$	6,180,841
Incremental Difference (New TV - Base TV)	3,450,810 \$	3,405,658 \$	3,561,015 \$	3,647,000 \$	3,693,215 \$	3,750,390 \$	3,808,236 \$	3,866,849 \$	3,925,393 \$	3,984,836 \$	4,044,136 \$	4,103,279 \$	4,162,271 \$	6,140,421
	32,705 \$	31,034 \$	33,366 \$	35,202 \$	36,041 \$	36,384 \$	36,729 \$	37,076 \$	37,423 \$	37,768 \$	38,116 \$	38,467 \$	38,820 \$	560,485
	98,115 \$	99,107 \$	100,299 \$	101,106 \$	102,173 \$	103,154 \$	104,186 \$	105,266 \$	106,295 \$	107,364 \$	108,484 \$	109,548 \$	110,656 \$	2,381,706
School Total														

869,222

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

EXHIBIT A: TIF TABLE

Estimated Taxable Value (TV) by Source:

Calendar Year	Plan Year
Base Taxable Value	Base Taxable Value
Estimated New TV	Estimated New TV
Increase/Decrease (New TV - Base TV)	

Section D Capture Summary Table				State Brownfield RLF			
Developer P&I		Local RLF					

**Keywords:**

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

**FINAL DRAFT FOR REVIEW AND APPROVAL**

**EXHIBIT A: TIF TABLE**

Developer Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	36.70%	\$ 1,050,107		\$ 1,050,107
Local	63.30%	\$ 2,810,835		\$ 2,810,835
<b>TOTAL</b>		<b>\$ 3,860,942</b>		<b>\$ 3,860,942</b>
LELE	3%	\$ 1,158,283		\$ 1,158,283
MSF	65%	\$ 2,702,659		\$ 2,702,659

Estimated Capital:	
Administrative Fees	\$ 973,411
State Brownfield Redevelopment	\$ 303,387
Local Brownfield Revolving Fund	\$ 1,044,652

Estimated Total Years of Plan:	20
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Total State Incremental Revenue	\$ 110,334	\$ 111,446	\$ 112,568	\$ 113,702	\$ 114,847	\$ 116,004	\$ 117,172	\$ 118,352	\$ 119,544	\$ 120,747	\$ 121,963	\$ 123,191	\$ 124,431	\$ 125,683	\$ 126,948	\$ 128,226	\$ 129,516
State TIF Available for Reimbursement	\$ 96,542	\$ 97,515	\$ 98,497	\$ 99,489	\$ 100,491	\$ 101,503	\$ 102,525	\$ 103,558	\$ 104,601	\$ 105,654	\$ 106,717	\$ 107,792	\$ 108,877	\$ 109,973	\$ 111,080	\$ 112,197	\$ 113,327
Total Local Incremental Revenue	\$ 190,263	\$ 192,180	\$ 194,116	\$ 196,071	\$ 198,046	\$ 200,040	\$ 202,055	\$ 204,089	\$ 206,144	\$ 208,220	\$ 210,316	\$ 212,433	\$ 214,572	\$ 216,732	\$ 218,913	\$ 221,116	\$ 223,341
88% Administrative Fee (15% Maximum \$100M/Year)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Local TIF Available for Reimbursement	\$ 165,263	\$ 167,180	\$ 169,116	\$ 171,071	\$ 173,046	\$ 175,040	\$ 177,055	\$ 179,089	\$ 181,144	\$ 183,220	\$ 185,316	\$ 187,433	\$ 189,572	\$ 191,732	\$ 193,913	\$ 196,116	\$ 198,341
Total State & Local TIF Available	\$ 261,805	\$ 264,731	\$ 267,613	\$ 270,561	\$ 273,537	\$ 276,543	\$ 279,580	\$ 282,649	\$ 285,745	\$ 288,869	\$ 291,999	\$ 295,133	\$ 298,275	\$ 301,427	\$ 304,588	\$ 307,759	\$ 310,939

Estimated Capital:	
Administrative Fees	\$ 973,411
State Brownfield Redevelopment	\$ 303,387
Local Brownfield Revolving Fund	\$ 1,044,652

Estimated Total Years of Plan:	20
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Total State Incremental Revenue	\$ 110,334	\$ 111,446	\$ 112,568	\$ 113,702	\$ 114,847	\$ 116,004	\$ 117,172	\$ 118,352	\$ 119,544	\$ 120,747	\$ 121,963	\$ 123,191	\$ 124,431	\$ 125,683	\$ 126,948	\$ 128,226	\$ 129,516
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88% Administrative Fee (15% Maximum \$100M/Year)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Local TIF Available for Reimbursement	\$ 165,263	\$ 167,180	\$ 169,116	\$ 171,071	\$ 173,046	\$ 175,040	\$ 177,055	\$ 179,089	\$ 181,144	\$ 183,220	\$ 185,316	\$ 187,433	\$ 189,572	\$ 191,732	\$ 193,913	\$ 196,116	\$ 198,341
Total State & Local TIF Available	\$ 261,805	\$ 264,731	\$ 267,613	\$ 270,561	\$ 273,537	\$ 276,543	\$ 279,580	\$ 282,649	\$ 285,745	\$ 288,869	\$ 291,999	\$ 295,133	\$ 298,275	\$ 301,427	\$ 304,588	\$ 307,759	\$ 310,939

<b>DEVELOPER</b>																		
Developer Reimbursement Balance	\$ 2,460,942	\$ 2,590,137	\$ 2,724,986	\$ 2,864,975	\$ 3,010,618	\$ 3,162,427	\$ 3,320,012	\$ 3,483,884	\$ 3,653,654	\$ 3,829,932	\$ 4,013,329	\$ 4,203,566	\$ 4,400,363	\$ 4,603,441	\$ 4,812,630	\$ 5,027,761	\$ 5,248,764	\$ 5,475,671
AVAILABLE TIF (AFTER Developer Principal Reimbursement)	\$ 2,460,942	\$ 2,590,137	\$ 2,724,986	\$ 2,864,975	\$ 3,010,618	\$ 3,162,427	\$ 3,320,012	\$ 3,483,884	\$ 3,653,654	\$ 3,829,932	\$ 4,013,329	\$ 4,203,566	\$ 4,400,363	\$ 4,603,441	\$ 4,812,630	\$ 5,027,761	\$ 5,248,764	\$ 5,475,671
DEVELOPER Cumulative Interest	\$ 0.05	\$ 143,047.18	\$ 285,754.83	\$ 437,749.29	\$ 598,588.94	\$ 767,730.91	\$ 934,646.25	\$ 1,108,806.24	\$ 1,290,691.24	\$ 1,480,791.24	\$ 1,679,606.24	\$ 1,886,726.24	\$ 2,101,651.24	\$ 2,324,981.24	\$ 2,557,316.24	\$ 2,798,266.24	\$ 3,047,441.24	\$ 3,304,461.24
INTEREST PAYMENTS TO DEVELOPER	\$ 273,003.93	\$ 190,753.21	\$ 496,171.99	\$ 589,116.05	\$ 660,519.95	\$ 717,107.01	\$ 762,039.26	\$ 831,917.45	\$ 862,701.06	\$ 874,238.24	\$ 880,455.84	\$ 885,373.18	\$ 889,998.44	\$ 894,331.48	\$ 898,373.18	\$ 902,124.48	\$ 905,596.06	\$ 908,796.78
CUMULATIVE INTEREST PAYMENTS TO DEVELOPER	\$ 273,003.93	\$ 463,757.14	\$ 959,929.13	\$ 1,548,045.34	\$ 2,208,564.29	\$ 2,925,671.30	\$ 3,687,710.56	\$ 4,499,627.81	\$ 5,362,328.87	\$ 6,276,567.11	\$ 7,243,362.95	\$ 8,264,736.13	\$ 9,342,087.57	\$ 10,476,419.05	\$ 11,667,792.23	\$ 12,917,056.71	\$ 14,226,112.77	\$ 15,595,909.55
<b>AVAILABLE TIF (AFTER Developer Reimbursement)</b>	\$ 2,187,894.07	\$ 2,400,383.67	\$ 2,620,814.27	\$ 2,855,858.75	\$ 3,106,098.85	\$ 3,372,777.06	\$ 3,655,990.81	\$ 3,956,073.36	\$ 4,283,954.40	\$ 4,639,743.16	\$ 5,025,439.21	\$ 5,442,041.76	\$ 5,890,669.91	\$ 6,372,303.19	\$ 6,888,934.47	\$ 7,441,665.75	\$ 7,931,497.03	\$ 8,459,328.81

MSF Non-Environmental Costs	\$ 170,263	\$ 178,792	\$ 188,792	\$ 199,381	\$ 210,661	\$ 222,641	\$ 235,421	\$ 249,001	\$ 263,381	\$ 278,561	\$ 294,541	\$ 311,421	\$ 329,201	\$ 347,881	\$ 367,461	\$ 387,941	\$ 409,321	\$ 431,601
State Tax Reimbursement	\$ 63,435	\$ 66,201	\$ 69,001	\$ 71,836	\$ 74,701	\$ 77,596	\$ 80,521	\$ 83,476	\$ 86,461	\$ 89,476	\$ 92,521	\$ 95,596	\$ 98,691	\$ 101,816	\$ 104,971	\$ 108,156	\$ 111,371	\$ 114,616
Local Tax Reimbursement	\$ 107,708	\$ 112,591	\$ 119,791	\$ 127,545	\$ 135,960	\$ 144,645	\$ 153,600	\$ 162,925	\$ 172,520	\$ 182,395	\$ 192,560	\$ 203,015	\$ 213,760	\$ 224,795	\$ 236,116	\$ 247,785	\$ 259,745	\$ 272,001
<b>Total MSF Reimbursement Balance</b>	\$ 2,093,329	\$ 2,352,347	\$ 2,712,166	\$ 3,172,166	\$ 3,722,166	\$ 4,272,166	\$ 4,822,166	\$ 5,372,166	\$ 5,922,166	\$ 6,472,166	\$ 7,022,166	\$ 7,572,166	\$ 8,122,166	\$ 8,672,166	\$ 9,222,166	\$ 9,772,166	\$ 10,322,166	\$ 10,872,166
MSF Environmental Costs	\$ 91,542	\$ 95,169	\$ 98,909	\$ 102,759	\$ 106,721	\$ 110,796	\$ 114,976	\$ 119,261	\$ 123,651	\$ 128,146	\$ 132,746	\$ 137,451	\$ 142,261	\$ 147,176	\$ 152,196	\$ 157,321	\$ 162,551	\$ 167,886
State Tax Reimbursement	\$ 31,335	\$ 32,571	\$ 33,836	\$ 35,131	\$ 36,456	\$ 37,811	\$ 39,196	\$ 40,611	\$ 42,056	\$ 43,531	\$ 45,036	\$ 46,571	\$ 48,136	\$ 49,731	\$ 51,356	\$ 53,011	\$ 54,696	\$ 56,411
Local Tax Reimbursement	\$ 60,207	\$ 62,598	\$ 65,073	\$ 67,628	\$ 70,265	\$ 72,985	\$ 75,785	\$ 78,665	\$ 81,621	\$ 84,665	\$ 87,790	\$ 90,915	\$ 94,135	\$ 97,455	\$ 100,871	\$ 104,381	\$ 107,991	\$ 111,611
<b>Total MSF Environmental Costs</b>	\$ 182,889	\$ 192,905	\$ 198,724	\$ 205,390	\$ 212,617	\$ 220,312	\$ 228,487	\$ 237,147	\$ 246,297	\$ 255,942	\$ 266,077	\$ 276,707	\$ 287,832	\$ 299,457	\$ 311,587	\$ 324,217	\$ 337,347	\$ 350,977
Local Only Costs	\$ 71,347	\$ 73,618	\$ 75,973	\$ 78,418	\$ 80,953	\$ 83,578	\$ 86,293	\$ 89,098	\$ 91,993	\$ 94,978	\$ 98,053	\$ 101,218	\$ 104,473	\$ 107,818	\$ 111,253	\$ 114,778	\$ 118,393	\$ 122,008
Local Tax Reimbursement	\$ 24,212	\$ 25,143	\$ 26,096	\$ 27,071	\$ 28,066	\$ 29,081	\$ 30,116	\$ 31,171	\$ 32,246	\$ 33,341	\$ 34,456	\$ 35,591	\$ 36,746	\$ 37,921	\$ 39,116	\$ 40,341	\$ 41,596	\$ 42,881
<b>Total Local Only Reimbursement Balance</b>	\$ 47,135	\$ 48,475	\$ 49,877	\$ 51,349	\$ 52,889	\$ 54,499	\$ 56,174	\$ 57,914	\$ 59,724	\$ 61,604	\$ 63,554	\$ 65,574	\$ 67,664	\$ 69,824	\$ 72,054	\$ 74,354	\$ 76,724	\$ 79,164
<b>Total Annual Developer Reimbursement</b>	\$ 2,276,164	\$ 2,544,692	\$ 2,910,886	\$ 3,387,515	\$ 3,974,783	\$ 4,672,939	\$ 5,392,353	\$ 6,144,124	\$ 6,929,375	\$ 7,749,117	\$ 8,604,373	\$ 9,496,145	\$ 10,425,322	\$ 11,393,907	\$ 12,403,903	\$ 13,458,199	\$ 14,559,807	\$ 15,709,885

<b>LOCAL BROWNFIELD REVOLVING FUND</b>																		
LBFF Deposits *	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
State Tax Capture	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053	\$ 36,053
Local Tax Capture	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715	\$ 168,715
<b>Total LBFF Capture</b>	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768	\$ 204,768
* Up to five years of capture for LBFF Deposits after eligible activities are reimbursed. May be taken from DEQM Local TIF only.																		

**Footnote:**  
 88% Administrative fee is 15% with a \$100,000 cap. This amount may be adjusted downward or upward based upon a plan's proportionate share of all tax incremental revenue available and based upon maximum amounts that an authority can capture for administrative fees per PA 381.

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

**EXHIBIT A: TIF TABLE**

	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	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**ATTACHMENT G**

**Environmental Department Acknowledgement and Other Environmental  
Documents**



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING DISTRICT OFFICE



C. HEIDI GRETHOR  
DIRECTOR

September 17, 2018

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

**BEA ID:** B201802506LA

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

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

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

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

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

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

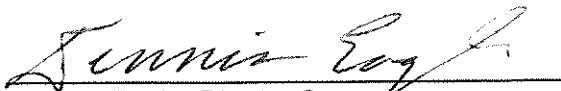
The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation, and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.



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

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

Authorized signature:



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

Enclosure

cc: Environmental Consulting & Technology Inc.



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

FOR DEQ USE ONLY  
BEA SUBMITTAL #

BA07802500LA

### Baseline Environmental Assessment Submittal Form

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

#### Section A: Legal Entity Information

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

Address: 27 Forest Lane

City: South Barrington State: IL ZIP: 60010

Contact Person (Name & Title): Ms. Ramona Navitsky - Treasurer

Telephone: (312) 543-1250

Email: mona.navitsky@dearcapcre.com

Contact for BEA questions if different from submitter:

Name & Title: Mr. John D'Addona – Principal Engineer

Company: Environmental Consulting & Technology, Inc.

Address: 2200 Commonwealth Blvd., Suite 300

City: Ann Arbor State: MI ZIP: 48105

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

#### Section B: Property Information

Street Address of Property: 1809 James P Cole Blvd

City: Flint State: MI Zip: 48503

City/Village/Township: City of Flint

Property Tax ID (include all applicable IDs):

41-06-452-014 & 41-06-452-015

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

	Former	Current	Prospective
Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Operator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

County: Genesee

Town: 7 North Range: 7 East Section: 6 and 7  
Quarter: \_\_\_\_\_ Quarter-Quarter: \_\_\_\_\_

Decimal Degrees Latitude: 43.0324828

Decimal Degrees Longitude: 83.684671

Reference point for latitude and longitude:

Center of site ☒ Main/front door ☐  
Front gate/main entrance ☐ Other ☐

Collection method:

Survey ☐ GPS ☒ Interpolation

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

Facility regulated pursuant to Part 201, other source, or source unknown ☐

Part 201 Site ID, if known: \_\_\_\_\_

Property - Leaking Underground Storage Tank regulated pursuant to Part 213 ☐

Part 211/213 Facility ID, if known: \_\_\_\_\_

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

Licensed landfill regulated pursuant to Part 115 ☐

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

RECEIVED

SEP 13 2018

MDEQ - RRD  
LANSING DISTRICT OFFICE

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

MM/DD/YYYY

Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed:

07/11/2018

Date Baseline Environmental Assessment Report conducted:

09/10/2018

Date submitter first became the owner:

09/14/2018

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

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

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

**Section F: Environmental Consultant Signature:**

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

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

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

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

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

Telephone: **(734) 769-3004**

E-Mail: **jdaddona@ectinc.com**

**Section G: Legal Entity Signature:**

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

Signature: Ramona Navitsky Date: September 7, 2018

(Person legally authorized to bind the legal entity)

Printed Name: **Ms. Ramona Navitsky**

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

Address: **27 Forest Lane**

City: **South Barrington**

State: **IL**

Zip: **60010**

Telephone: **(312) 543-1250**

E-Mail: **mona.navitsky@dearcapcre.com**

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



*2200 Commonwealth Blvd., Suite 300, Ann Arbor, Michigan 48105*

## **BASELINE ENVIRONMENTAL ASSESSMENT**

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

**For submission to:**

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

**September 10, 2018**

ECT No. 180509-0100

*Complex Challenges . . . PRACTICAL SOLUTIONS*

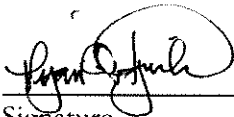
## Document Review

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

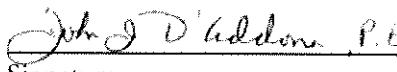
This document has been authored and reviewed by the following employees:

Ryan Higuchi  
Author

  
Signature

September 10, 2018  
Date

John D'Addona, P.E.  
Peer Review

  
Signature

September 10, 2018  
Date

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## **TABLES**

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## **FIGURES**

Figure 1 – Subject Property Location  
Figure 2 – Site and Surrounding Properties Map  
Figure 3 – Sample Location Map

## **APPENDICES**

Appendix A—Phase I Environmental Site Assessment, AKT Peerless, July 11, 2018  
Appendix B—Soil Boring Logs  
Appendix C—Laboratory Testing Results  
Appendix D—Baseline Environmental Assessment, AMEC, February 2013  
Baseline Environmental Assessment, Applied Science, Inc.,  
September 2016

## List of Acronyms

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



## 1.0 Introduction and Discussion

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

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

### 1.1 Owner/Operator Information

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

### 1.2 Intended Use of Property

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

### 1.3 Executive Summary of AAI

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

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

*Moreover, the subject property was identified on the Waste Data System (WDS) database, the Resource Conservation & Recovery Act - Corrective Action Facilities (RCR4C) database, the Resource Conservation and Recovery Act - Generator Facilities (RCR4GR05) database, the Resource Conservation & Recovery Act Sites with Controls (RCR4SC) database, the Resource Conservation & Recovery Act - Non-CORR. ACTS Treatment, Storage & Disposal Facilities (RCR4T)*

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.4 Exceptions or Deletions from AAI Rule**

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

## **1.5 Discussion of Data Gaps**

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

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

## **1.6 Previous Baseline Environmental Assessments**

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

#### **AMEC Environmental & Infrastructure – February 2013**

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

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

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

#### **Applied Science, Inc. – September 2016**

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

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

## **1.7 Discussion of Environmental Sampling**

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

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

### 1.7.1 Soil Sampling

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

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

### 1.7.2 Groundwater Sampling

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

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

### 1.7.3 Location of Known Contamination

#### Soil

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

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

### **Groundwater**

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

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

- Several VOCs were detected in four groundwater samples: TMW-1, TMW-2, TMW-3, and TMW-5. The samples were collected to evaluate for potential contaminant migration onto the subject property. Benzene was detected in two groundwater samples (TMW-1 and TMW-5) at concentrations ranging from 1.2 to 180 µg/L. The concentrations of benzene at TMW-1 exceed the drinking water protection (5.0 µg/L) and GSI protection (12 µg/L) criteria. Isopropylbenzene was detected in one groundwater sample, TMW-1, at a concentration of 32 µg/L. The concentration of isopropylbenzene exceeds the GSI protection (28 µg/L) criterion. Naphthalene (also discussed under PNAs) was detected in one groundwater sample at a concentration of 39 µg/L. The concentration of naphthalene collected from TMW-1 exceeds the GSI protection (11 µg/L) criterion. Trichloroethene was detected in one groundwater samples at a concentration of 5.3 µg/L. The concentration of trichloroethene collected from TMW-3 exceeds the drinking water protection (5.0 µg/L) criterion. Xylenes were detected in one groundwater sample at a concentration of 60 µg/L. The concentration of xylenes collected from TMW-1 exceeds the GSI protection (41 µg/L) criterion. The concentrations of benzene, isopropylbenzene, naphthalene, trichloroethene, and xylenes in two groundwater samples exceed their respective GRCC. Acetone, sec-butylbenzene, ethylbenzene, n-propylbenzene, toluene, trichlorofluoromethane, 1,2,4-trimethylbenzene (TMB), and 1,3,5-TMB were detected, but the concentrations were below their respective cleanup criteria.
- PNAs were detected in one groundwater sample: TMW-1. Samples were collected to evaluate for potential contaminant migration onto the subject property. Naphthalene (also discussed under VOCs) was detected in one groundwater sample at a concentration of 39 µg/L. The concentration of naphthalene collected from TMW-1 exceeds the GSI protection (11 µg/L) criterion. The concentration of naphthalene in one groundwater sample exceeds the respective residential cleanup criteria. There were no other detections of PNAs.
- Metals were detected above laboratory reporting limits in all groundwater samples, except TMW-1. The samples were collected to evaluate for potential contaminant migration onto the subject property. Concentrations of arsenic, cadmium, and lead exceed the drinking water and GSI criteria. Concentrations of copper exceed the GSI criterion. Concentrations of metals that exceed the residential criteria limit are discussed below.
  - Arsenic was detected in two groundwater samples (TMW-2 and TMW-5) at concentrations ranging from 18 to 25 µg/L. The concentrations exceed the DW (10 µg/L) and the GSI (10 µg/L) criteria.
  - Cadmium was detected in two groundwater samples (MW-23D and MW-26D) at concentrations ranging from 11 to 51 µg/L. The concentrations exceed the DW (5.0 µg/L) and the GSI (2.5 µg/L) criteria.
  - Copper was detected in eight groundwater samples at concentrations ranging from 5.0 to 32 µg/L. The concentrations of copper collected from TMW-2 and TMW-3 exceed the GSI (13 µg/L) criteria.
  - Lead was detected in three groundwater samples at concentrations ranging from 3.0 to 20 µg/L. The concentrations of lead collected from TMW-2 and TMW-3 exceed the DW (4.0 µg/L) and the GSI (14 µg/L) criteria.
  - The concentrations of arsenic, cadmium, copper, and lead exceed their respective residential criteria.

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

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

#### **1.7.4 Basis for Concluding Facility Status**

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



## 2.0 Property Information

### 2.1 Legal Description

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

Parcel A – (Parcel ID: 41-06-452-014)

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

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

Parcel B – (Parcel ID: 41-06-452-015)

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

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

## **2.2      Property Boundaries**

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

## **2.3      Site Map**

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

## **2.4      Subject Property Location**

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

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

## **2.5      Spatial Data**

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

## 3.0 Facility Status

### 3.1 Known Contamination

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

**Table 3. Contaminants of Concern**

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

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

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

### 3.2 Laboratory Data

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

## **4.0 BEA Author**

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

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

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

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Principal Engineer  
Environmental Consulting & Technology, Inc.  
2200 Commonwealth Boulevard, Suite 300  
Ann Arbor, Michigan 48105  
[jdaddona@ectinc.com](mailto:jdaddona@ectinc.com)  
Tel. (734) 769-3004

## 5.0 ASTM Phase I ESA and AAI Documentation

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

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

## 6.0 References

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

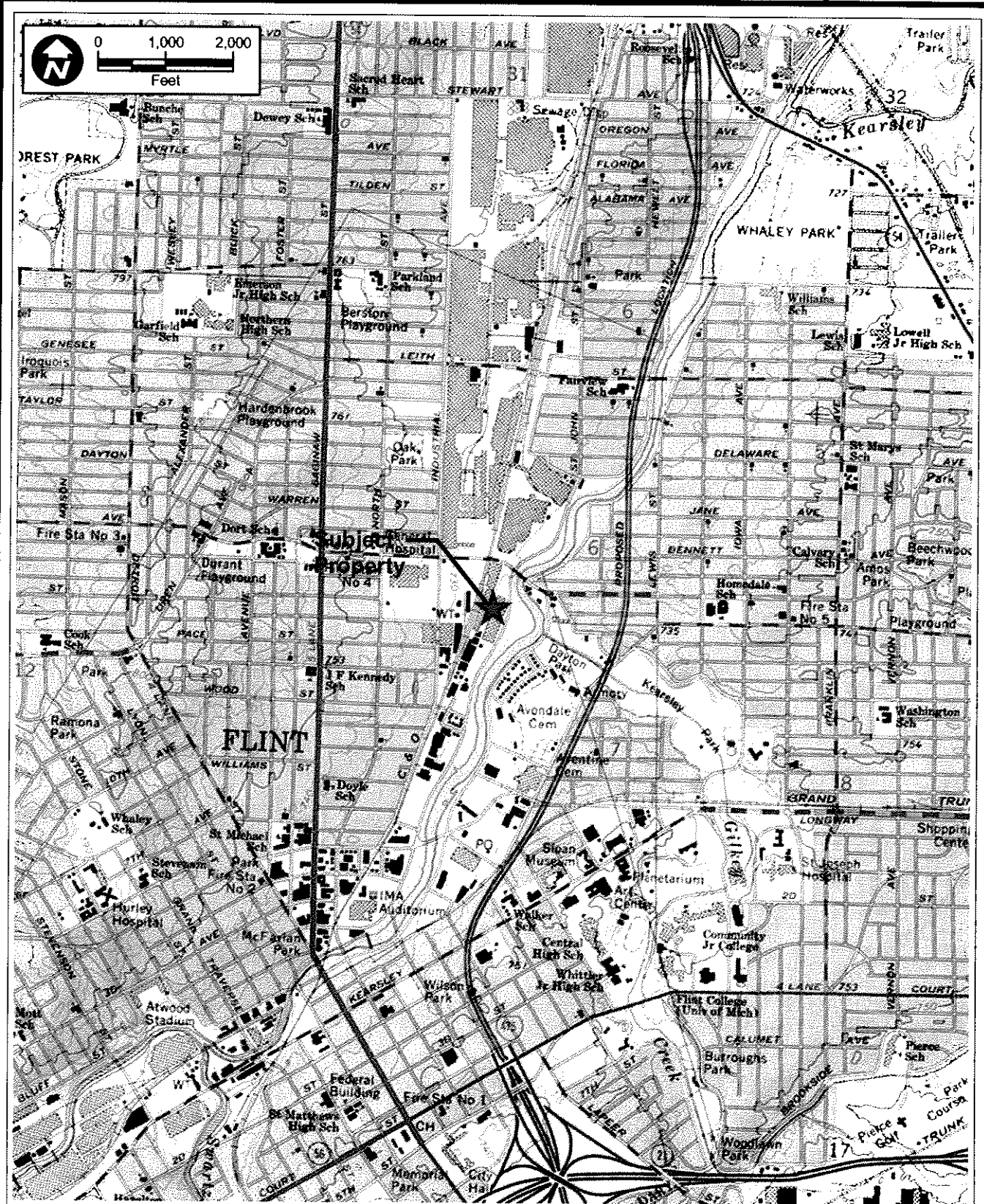
ASTM E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

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

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

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

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

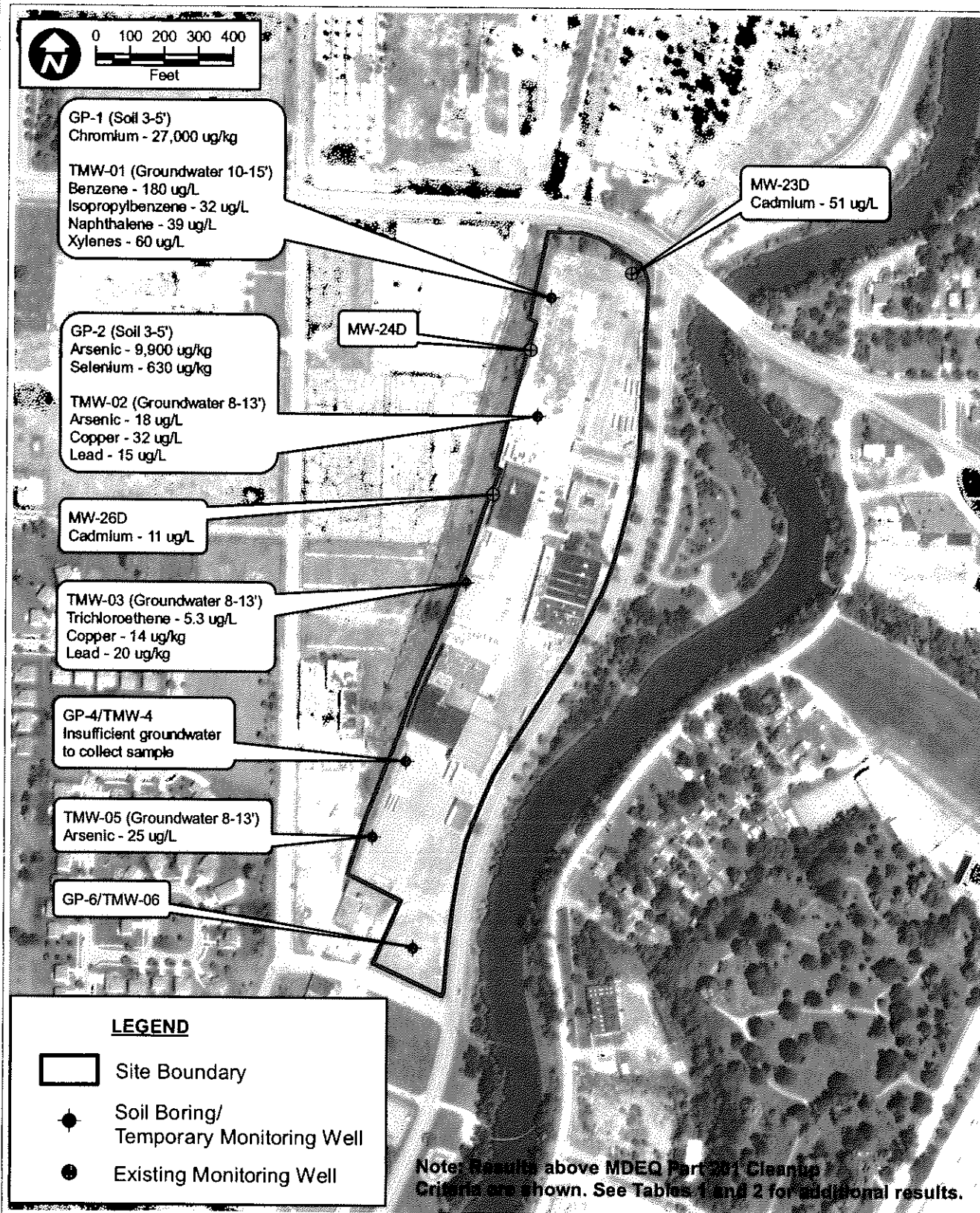


**FIGURE 1.**  
**SITE LOCATION MAP**  
**PARCEL IDs: 41-06-452-014 & 41-06-452-015**  
**FLINT, MI. 48503**

Sources: ECT, 2018.

**ECT** Environmental  
Consulting &  
Technology, Inc.



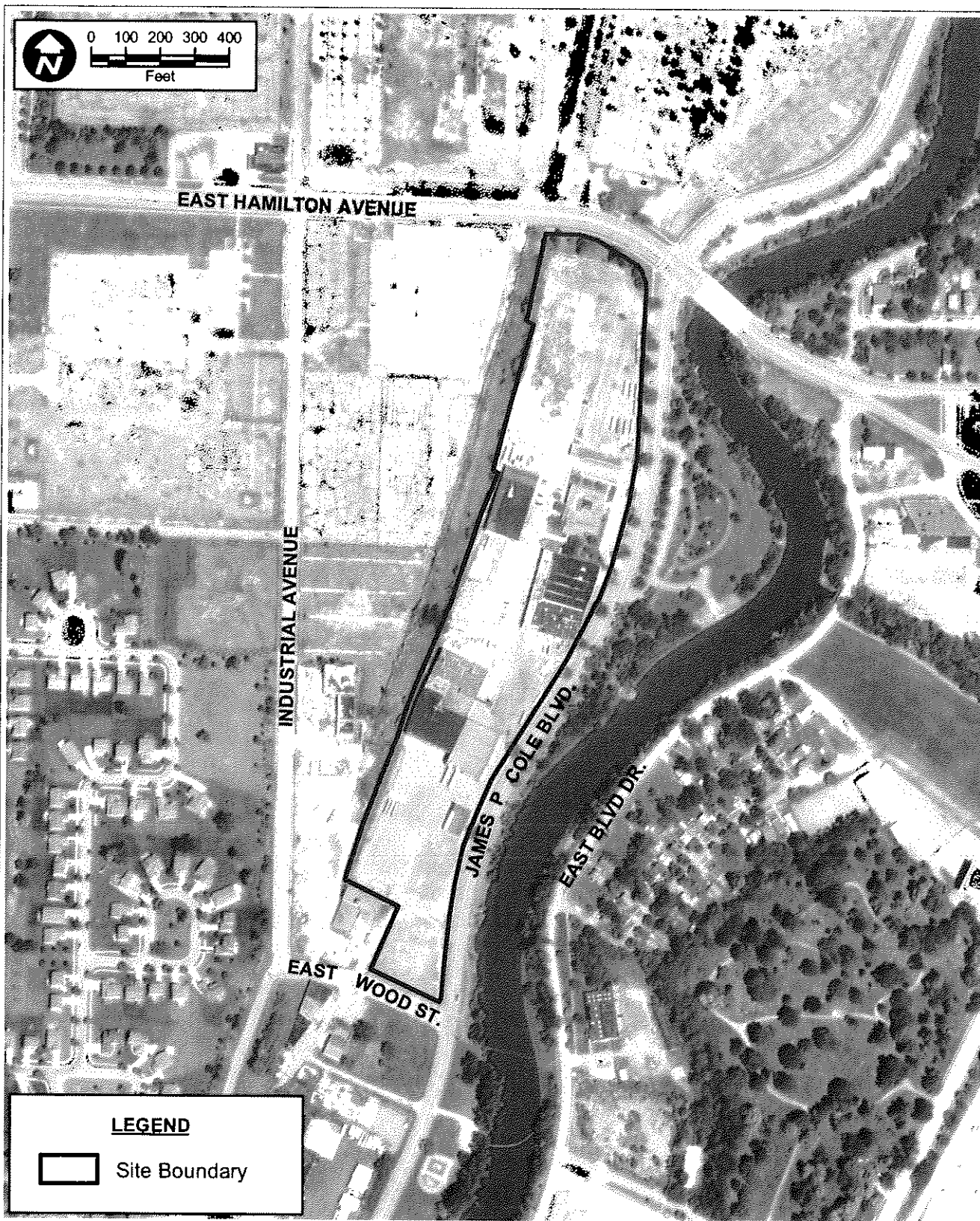


**FIGURE 3.**  
**SAMPLE LOCATION MAP**  
PARCEL IDs: 41-06-452-014 & 41-06-452-015  
FLINT, MI. 48503

Sources: ECT, 2018.

**ECT** Environmental  
Consulting &  
Technology, Inc.





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

Sources: ECT, 2018.

**ECT** Environmental  
 Consulting &  
 Technology, Inc.

Cleanup Criteria: Residential

Cleanup Criteria: Residential

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**Note:**  
ID = insufficient data to develop criterion

nd = not detected

NLV = not likely to volatilize

**Assumptions:**

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

**Table 2. Groundwater Analytical Summary**

Former Dupont Facility

Matrix: Groundwater

Cleanup Criteria Residential

Page 1 of 1

Part 201 Cleanup Criteria (December 2013)										
Chemical Abstract Service #	Residential Criteria				Sample Location					
	Drinking Water Protection	Nonres. Drinking Water	Groundwater Surface Interface	Indoor Air Inhalation	Groundwater Contact	TMW-1 (10-15) 8/20/18	TMW-2 (8-13) 8/20/18	TMW-3 (9-14) 8/20/18	TMW-5 (8-13) 8/20/18	TMW-6 (4-9) 8/20/18
VOC, ug/L - Method 8260										
Acetone	730	2,100	1,700	1,000,000,000	31,000,000	79	nd	nd	nd	nd
Benzene	57,641	5.0	12	5,600	11,000	180	nd	nd	nd	nd
n-Butylbenzene	104518	80	ID	ID	5,900	nd	nd	nd	nd	nd
sec-Butylbenzene	135988	80	ID	ID	4,400	1.8	nd	nd	nd	nd
1,2-Dichloroethane	107062	5.0	6.0	9,600	19,000	nd	nd	nd	nd	nd
cis-1,2-Dichloroethene	166592	70	620	93,000	200,000	nd	nd	nd	nd	nd
trans-1,2-Dichloroethene	156805	100	470	85,000	220,000	nd	nd	nd	nd	nd
Ethylbenzene	100414	74	18	110,000	170,000	5.6	nd	nd	nd	nd
Isopropylbenzene	98828	800	28	56,000	56,000	32	nd	nd	nd	nd
Naphthalene	91203	520	11	31,000	31,000	39	nd	nd	nd	nd
n-Propylbenzene	103651	80	ID	ID	15,000	26	nd	nd	nd	nd
Tetrachloroethene	127184	5.0	11	25,000	12,000	25	2.3	nd	1.3	nd
Toluene	108833	790	270	530,000	530,000	nd	nd	nd	nd	nd
1,1,1-Trichloroethane	71556	200	89	660,000	1,300,000	nd	nd	nd	nd	nd
Trichloroethene	79016	5.0	29	2,200	22,000	nd	nd	5.3	nd	nd
Trichlorofluoromethane	75694	2,600	NA	1,100,000	1,100,000	nd	nd	5.6	nd	nd
1,2,3-Trimethylbenzene	526738	NA	NA	NA	NA	9.1	nd	nd	nd	nd
1,2,4-Trimethylbenzene	95636	63	17	56,000	56,000	2.0	nd	nd	nd	nd
1,3,5-Trimethylbenzene	108678	72	45	61,000	61,000	3.0	nd	nd	nd	nd
Vinyl chloride	75014	2.0	1.0	1,100	1,000	nd	nd	nd	nd	nd
Xylenes	1330207	280	41	190,000	190,000	60	nd	nd	nd	nd
Other VOCs						nd	nd	nd	nd	nd
PNA, ug/L - Method 8270										
Acenaphthene	83329	1,300	38	4,200	4,200	nd	nd	nd	nd	na
Acenaphthylene	208968	52	ID	3,900	3,900	nd	nd	nd	nd	na
Anthracene	120127	43	ID	43	43	nd	nd	nd	nd	na
Benzo(a)anthracene	56553	2.1	ID	NLV	1.0	nd	nd	nd	nd	na
Benzo(a)pyrene	50328	5.0	ID	NLV	1.0	nd	nd	nd	nd	na
Benzo(b)fluoranthene	205992	1.5	ID	ID	1.5	nd	nd	nd	nd	na
Benzo(g,h,i)perylene	191242	1.0	ID	NLV	1.0	nd	nd	nd	nd	na
Benzo(k)fluoranthene	207089	1.0	NA	NLV	1.0	nd	nd	nd	nd	na
Chrysene	218019	1.6	ID	ID	1.6	nd	nd	nd	nd	na
Dibenz(a,h)anthracene	53703	2.0	ID	NLV	2.0	nd	nd	nd	nd	na
Fluoranthene	206440	210	1.6	210	210	nd	nd	nd	nd	na
Fluorene	86737	880	12	2,000	2,000	nd	nd	nd	nd	na
Indeno(1,2,3-cd)pyrene	193395	2.0	ID	NLV	2.0	nd	nd	nd	nd	na
2-Methylnaphthalene	91576	260	19	25,000	25,000	nd	nd	nd	nd	na
Naphthalene	91203	520	11	31,000	31,000	39	nd	nd	nd	na
Phenanthrene	85018	52	2.0	1,000	1,000	nd	nd	nd	nd	na
Pyrene	129600	140	ID	140	140	nd	nd	nd	nd	na
Metals, ug/L - Method 6020, 7470										
Arsenic	7440382	10	10	NLV	4,300	nd	18	120	25	nd
Barium	7440393	2,000	670	NLV	14,000,000	nd	150	nd	140	nd
Cadmium	7440439	5.0	2.5	NLV	190,000	nd	nd	nd	nd	nd
Chromium (Total)	18540299	100	11	NLV	460,000	nd	nd	nd	nd	51
Copper	7440508	1,000	13	NLV	7,400,000	nd	32	14	5.0	6.2
Lead	7439921	4.0	14	NLV	ID	nd	15	20	3.0	6.4
Mercury	7439921	2.0	0.0013	56	56	nd	nd	nd	nd	nd
Selenium	7782492	50	5.0	NLV	970,000	nd	nd	nd	nd	nd
Silver	7440224	34	0.20	NLV	1,500,000	nd	nd	nd	nd	nd
Zinc	7440666	2,400	170	NLV	110,000,000	nd	nd	64	88	nd
PCBs, ug/L - Method 6020, 7471										
Polychlorinated biphenyls (PCB)	1336363	0.50	0.20	45	3.3	nd	na	na	na	na

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

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

210214.1

ORDINANCE NO. \_\_\_\_\_

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, Motor Vehicles and Traffic, Article II, Operation of Vehicles.

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

**Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, Motor Vehicles and Traffic, Article II, Operation of Vehicles, by the amendment of Sections 28-65 (a) – (d), and the addition of Sections 28-65.2, Definitions, and 28-65.3, Nuisance Prohibited, which shall read in its entirety as follows:**

**§ 28-65 DRAG RACING.**

(a) It shall be unlawful for any person to operate any vehicle upon any highway, or any other place open to the general public, including any area designated for the parking of motor vehicles, within this City, in a speed or acceleration contest or for the purpose of making a speed record, whether from a standing start or otherwise over a measured or unmeasured distance, or in a drag race as herein defined. **SUCH AN ACTIVITY MAY ALSO BE CITED AS A PUBLIC NUISANCE.**

(b) **DRAG RACING** means the operation of two or more vehicles from a point side by side at accelerating speeds in a competitive attempt to out-distance each other over a common selected course or where timing is involved or where timing devices are used in a competitive acceleration of speeds by participating vehicles. Persons rendering assistance in any manner to such competitive use of vehicles shall be equally charged as participants. The operation of two or more vehicles either at speeds in excess of prima facie lawfully established speeds or rapidly accelerating from a common standing point to a speed in excess of such prima facie lawful speed is prima facie evidence of drag racing and is

unlawful. **THE USE OF A VEHICLE TO ENGAGE IN RACING UPON PUBLIC STREETS WITHOUT A PERMIT RESULTS NOT ONLY IN UNSAFE TRAFFIC CONDITIONS FOR OTHER VEHICLES, PLAYING CHILDREN, AND PEDESTRIANS, BUT ALSO ATTRACTS ROWDY, UNCIVIL, INTIMIDATING, AND CRIMINAL ACTIVITY TO THE VICINITY OF THE RACING, INCLUDING GAMBLING UPON THE OUTCOME OF THE RACES, WHICH ENGENDERS FEAR AND DISINVESTMENT AMONG NEIGHBORHOOD RESIDENTS AND PREVENTS THE FULL AND PEACEFUL ENJOYMENT OF THE USE OF THEIR PROPERTY, OR OTHERWISE IMPACTS NEGATIVITY ON THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.**

(c) ~~As provided by law, the Police Department may provide for the immediate removal of a vehicle from public or private property to a place of safekeeping at the expense of the registered owner of the vehicle when there is reasonable cause to believe that the vehicle was used in the commission of a crime including, but not limited to, a violation of this section.~~ **SUCH ACTIVITY MAY BE DECLARED TO BE A PUBLIC NUISANCE, WHICH JUSTIFIES TAKING FIRM ACTION TO ABATE THE PUBLIC NUISANCE, INCLUDING IMPOUNDMENT AND FORFEITURE OF THE PROPERTY.**

(d) ~~Violation of this section shall be a misdemeanor, punishable by a fine of not less than two hundred fifty dollars (\$250.00) nor more than five hundred dollars (\$500.00) or by imprisonment not to exceed ninety (90) days or by both such fine and imprisonment in the discretion of the Court, for each such offense.~~ **AS PROVIDED BY LAW, THE POLICE DEPARTMENT MAY PROVIDE FOR THE IMMEDIATE REMOVAL OF A VEHICLE FROM PUBLIC OR PRIVATE PROPERTY TO A PLACE OF SAFEKEEPING AT THE EXPENSE OF THE REGISTERED OWNER OF THE VEHICLE WHEN THERE IS**

REASONABLE CAUSE TO BELIEVE THAT THE VEHICLE WAS USED IN THE COMMISSION OF A CRIME INCLUDING, BUT NOT LIMITED TO, A VIOLATION OF THIS SECTION.

§ 28-65.2 DEFINITIONS

(A) *EXCESSIVELY HIGH RATES OF SPEED* MEANS ANY SPEED THAT IS 15 MPH OR MORE OVER THE SPEED LIMIT.

(B) *OWNER OF A VEHICLE* INCLUDES A PERSON IN WHOSE NAME THE VEHICLE IS TITLED, AND ANY CHATTEL MORTGAGEE OR ASSIGNEE OR OTHER LIEN-HOLDER WHOSE LIEN HAS BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE OR THE OFFICE OF THE GENESEE COUNTY REGISTER OF DEEDS PRIOR TO THE COMMENCEMENT OF THE ACTION, AS WELL AS A PERSON WHO IS DEEMED BY LAW TO BE A CONSTRUCTIVE OWNER

(C) *PERMIT* MEANS WRITTEN AUTHORIZATION FROM A GOVERNMENT ENTITY AUTHORIZING A SPECIFIC ACTIVITY IN A DESIGNATED AREA, OR IN THE CASE OF A PRIVATE PAVED SURFACE, THEN WRITTEN AUTHORIZATION FROM THE OWNER AUTHORIZING THE SPECIFIC ACTIVITY IN A DESIGNATED AREA.

(D) *PERSON* INCLUDES ANY INDIVIDUAL, FIRM, PARTNERSHIP, CORPORATION, COMPANY, ASSOCIATION, JOINT STOCK ASSOCIATION, OR JOINT VENTURE OR COMBINATION ACTING AS A UNIT, AND THE PLURAL AS WELL AS THE SINGULAR NUMBER, AND INCLUDES ANY TRUSTEE, RECEIVER, ASSIGNEE, OR OTHER

SIMILAR REPRESENTATIVE THEREOF.

(E) *PUBLIC STREETS* MEANS A STREET, FREEWAY, ALLEYWAY, PUBLIC PARKING LOT, OR ANY OTHER PAVED SURFACE, INCLUDING A PRIVATE PAVED SURFACE WHICH IS USED WITHOUT THE OWNER'S PERMISSION, WHICH HAS NOT BEEN SPECIFICALLY DESIGNED FOR RACING VEHICLES.

(F) *RACING* MEANS TO (1) RACE A VEHICLE EITHER AGAINST ANOTHER VEHICLE OR AGAINST A TIME- OR SPEED-MEASURING DEVICE, WHETHER OR NOT THERE IS AN AGREEMENT TO RACE; OR (2) DRIVE A VEHICLE AT EXCESSIVELY HIGH RATES OF SPEED OR ACCELERATION OR IN ANOTHER RECKLESSLY DANGEROUS MANNER IN AN EXHIBITION OR CONTEST OF DRIVING PROWESS, SUCH AS DRIFTING, SLIDING, OR 'DONUTS ' (INVOLVING LOSS OF TRACTION AND/OR REPEATEDLY DRIVING THE VEHICLE IN CIRCLES OR FIGURE EIGHTS OR IN A SIDEWAYS MOTION IN CIRCLES OR FIGURE EIGHTS) THAT IS RECKLESSLY DANGEROUS AND COULD CAUSE SERIOUS INJURY OR DEATH AND/OR IS AN IMPEDIMENT TO TRAFFIC.

(G) *RECKLESSLY* MEANS CARELESSLY AND HEEDLESSLY OR WITHOUT DUE CAUTION AND CIRCUMSPECTION, IN WILLFUL AND WANTON DISREGARD OF THE RIGHTS OR SAFETY OF PERSONS OR PROPERTY, OR IN A MANNER SO AS TO ENDANGER OR BE LIKELY TO

ENDANGER ANY PERSON OR PROPERTY.

(H) *VEHICLE* INCLUDES, BUT IS NOT LIMITED TO, EVERY DEVICE IN, UPON, OR BY WHICH ANY PERSON OR PROPERTY IS OR MAY BE TRANSPORTED OR DRAWN UPON PUBLIC STREETS, INCLUDING SELF-PROPELLED DEVICES. *VEHICLE* DOES NOT INCLUDE DEVICES EXCLUSIVELY MOVED BY HUMAN POWER OR USED EXCLUSIVELY UPON STATIONARY RAILS OR TRACKS OR POWER-DRIVEN MOBILITY DEVICE WHEN THAT POWER-DRIVEN MOBILITY DEVICE IS BEING USED BY AN INDIVIDUAL WITH A MOBILITY DISABILITY.

(I) VIOLATION OF THIS SECTION SHALL BE A MISDEMEANOR, PUNISHABLE BY A FINE OF NOT LESS THAN TWO HUNDRED FIFTY DOLLARS (\$250.00) NOR MORE THAN FIVE HUNDRED DOLLARS (\$500.00) OR BY IMPRISONMENT NOT TO EXCEED NINETY (90) DAYS OR BY BOTH SUCH FINE AND IMPRISONMENT IN THE DISCRETION OF THE COURT, FOR EACH SUCH OFFENSE.

#### § 28-65.3 NUISANCE PROHIBITED

(A) THE CHIEF LEGAL OFFICER MAY MAINTAIN AN ACTION FOR A NUISANCE ABATEMENT EQUITABLE RELIEF IN THE NAME OF THE CITY OF FLINT IN THE GENESEE COUNTY CIRCUIT COURT.

(B) UPON FINDING THAT A PUBLIC NUISANCE EXISTS, THE SEVENTH CIRCUIT COURT MAY RENDER JUDGMENT AND ENTER AN ORDER OF ABATEMENT.

(C) A VEHICLE WHICH HAS BEEN USED FOR RACING UPON THE PUBLIC STREETS, INCLUDING ITS CONTENTS OR ANY TRACTOR OR TRAILER USED TO TRANSPORT THE RACING VEHICLE TO AND FROM THE RACING SITE; OR ANY TOOLS OR EQUIPMENT USED TO SERVICE, MAINTAIN OR REPAIR THE RACING VEHICLE; OR ANY PROCEEDS OF RACING MAY BE IMPOUNDED OR CONTINUE TO BE IMPOUNDED FOR A PERIOD OF UP TO ONE YEAR, ORDERED TO BE SOLD IN THE MANNER PROVIDED FOR THE SALE OF CHATTELS UNDER EXECUTION, OR FORFEITED TO THE SEIZING AGENCY.

(D) UPON THE SALE OF A RACING VEHICLE, OR ITS CONTENTS, OR A TRACTOR OR TRAILER USED TO TRANSPORT THE RACING VEHICLE TO OR FROM THE RACING SITE, OR ANY TOOLS OR EQUIPMENT USED TO SERVICE, MAINTAIN, OR REPAIR THE RACING VEHICLE, THE PROCEEDS SHALL BE DISPOSED OF IN THE FOLLOWING ORDER OF PRIORITY:

(1) TO PAY FOR THE COSTS OF KEEPING THE PROPERTY AND THE EXPENSES OF THE SALE.

(2) TO PAY ALL BONA FIDE SECURED INTERESTS AND LIENS ON THE PROPERTY, PROVIDED THAT THE SECURED PARTY OR LIEN-HOLDER HAD NO KNOWLEDGE OR NOTICE THAT THE PROPERTY WAS BEING USED TO MAINTAIN A PUBLIC NUISANCE.

(3) TO PAY FOR COURT COSTS AND TO REIMBURSE APPROPRIATE UNITS OF GOVERNMENT OR AN INSTITUTING NEIGHBORHOOD ORGANIZATION FOR THE COSTS OF ENFORCING AND PROSECUTING THE ACTION, INCLUDING ANY COSTS OF INCARCERATION NOT OTHERWISE

REIMBURSED WHICH ARE GENERATED DUE TO A CONTEMPT CHARGE AGAINST THE OWNER OR AN AGENT OR EMPLOYEE OF THE OWNER ARISING FROM THE ABATEMENT ORDER.

(4) THE REMAINING BALANCE SHALL BE DEPOSITED IN THE CITY OF FLINT'S GENERAL FUND OR DISTRIBUTED AS ORDERED BY THE COURT.

(E) THE CITY OF FLINT SHALL SEEK FROM A PERSON SENTENCED TO JAIL FOR CONTEMPT, FULL REIMBURSEMENT FOR THE COSTS OF INCARCERATION, AND MAY PLACE A CLAIM WITH THE SEVENTH CIRCUIT COURT FOR A PORTION OF THE PROCEEDS OF ANY SALE OF ANY RACING VEHICLE OR ITS CONTENTS OR ALLIED EQUIPMENT OR TOOLS, WHICH IS SOLD UNDER THE SAME COURT ORDER OR FOR A PORTION OF THE PROCEEDS FROM THE RACING.

(F) THE PROVISIONS, SANCTIONS AND REMEDIES SET FORTH IN THIS CHAPTER ARE IN ADDITION TO THE SANCTIONS AND REMEDIES PROVIDED IN STATE AND OTHER MUNICIPAL LAW, AND ARE NOT INTENDED TO COMPRISE, SUBSTITUTE FOR OR PLACE A LIMITATION UPON THOSE OTHER LAWS.

(G) IF ANY PROVISIONS OF THIS ORDINANCE SHALL BE HELD INALID, THE REMAINDER OF THE ORDINANCE SHALL NOT BE AFFECTED THEREBY.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021, A.D.

FOR THE CITY:

---

Sheldon A. Neeley, Mayor

---

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

---

Angela Wheeler, Chief Legal Officer



210231

ORDINANCE NO. \_\_\_\_\_

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing; Article I, International Property Maintenance Code.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing, Article I, International Property Maintenance Code, by addition of Section 24-5 Landlords Removal and Disposal Process Regarding Evictions which shall read in its entirety as follows:

§ 24-5 Landlords Removal and Disposal Process Regarding Evictions:

(A) IT SHALL BE UNLAWFUL FOR A LANDLORD, AGENT OF LANDLORD, COURT OFFICER, SHERIFF, BAILIFF, DEPUTY SHERIFF, OR POLICE OFFICER TO REMOVE, DISPOSE OF OR PLACE A PROPERLY OR LEGALLY EVICTED TENANT(S) PERSONAL PROPERTY FROM THE PREMISES AND PLACE ONTO THE CURB, SIDEWALK, LAWN, YARD, STREET OR IN PUBLIC RIGHT-OF-WAY AND LEAVE UNATTENDED.

(B) A LANDLORD, AGENT OF LANDLORD, COURT OFFICER, SHERIFF, BAILIFF, DEPUTY SHERIFF, OR POLICE OFFICER SHALL PROPERLY REMOVE OR DISPOSE OF TENANT(S) PERSONAL BELONGINGS OR PROPERTY BY NOTIFYING TENANT(S) OF ITS INTENTIONS AND MUST ADVISE TENANT(S) WHEN AND WHERE PERSONAL PROPERTY IS OR WILL BE STORED.

(C) THE LANDLORD SHALL BE RESPONSIBLE FOR COSTS OF TRANSPORTING AND STORING TENANT(S) PERSONAL BELONGINGS AND PROPERTY FOR A REASONABLE TIME, UPON NOTICE TO THE TENANT(S) AND LANDLORD MAY PASS ON COSTS OF TRANSPORTING AND STORAGE FEES TO TENANT(S).

(D) THE LANDLORD, AGENT OF LANDLORD, COURT OFFICER, SHERIFF, BAILIFF, DEPUTY SHERIFF, OR POLICE OFFICER IF CHOOSES TO CONTACT AN APPROPRIATE AGENCY TO COME REMOVE PROPERTY, OR BELONGINGS FROM THE PREMISES THAT WAS PLACED ON THE CURB, SIDEWALK, LAWN, YARD, STREET, OR IN PUBLIC-RIGHT-AWAY, BUT MUST REMAIN AT THE SITE UNTIL ARRIVAL OF THE AGENCY AND LANDLORD SHALL BE RESPONSIBLE FOR ANY PROPERTY, DEBRIS, OR TRASH LEFT BEHIND AND MAY PASS ON COSTS TO THE TENANT(S).

(E) ANY PERSON OR PERSONS WHO VIOLATES THIS CHAPTER IS GUILTY OF A MISDEMEANOR, PUNISHABLE BY A FINE OF NOT MORE THAN \$500 AND/OR IMPRISONMENT UP TO 90 DAYS OR BOTH. SUCH FINE AND/OR IMPRISONMENT MAY BE IMPOSED AT THE DISCRETION OF THE COURT.

(F) IF ANY PROVISION OF THIS ORDINANCE SHALL BE HELD INVALID, THE REMAINDER OF THE ORDINANCE SHALL NOT BE AFFECTED THEREBY.



Sec. 2. This Ordinance shall become effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, A.D.

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, Chief Legal Officer

ORDINANCE NO. \_\_\_\_\_

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, Motor Vehicles and Traffic, by the addition of Section 28-95, Loitering In Or About A Motor Vehicle.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, Motor Vehicles and Traffic, by the addition of Section 28-95, Loitering In Or About A Motor Vehicle, which shall read in its entirety as follows:

**§ 28-95. LOITERING IN OR ABOUT A MOTOR VEHICLE**

**(A) PURPOSE**

THE PURPOSE OF THIS ORDINANCE IS TO PROHIBIT ANY PERSON FROM LOITERING IN OR ABOUT A MOTOR VEHICLE IN SUCH A MANNER AS TO IMPEDE THE FREE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC, TO DISTURB THE PUBLIC PEACE, OR TO CREATE A NOISE DISTURBANCE; TO FURTHER PROHIBIT ANY PERSON FOUND LOITERING IN OR ABOUT A MOTOR VEHICLE IN VIOLATION OF THIS ORDINANCE FROM REFUSING A POLICE OFFICER'S REASONABLE ORDER TO DISPURSE AND/OR MOVE ON; TO PROVIDE CRIMINAL PENALTIES FOR A VIOLATION OF THIS ORDINANCE; TO DECLARE THE ACT OF LOITERING IN OR ABOUT A MOTOR VEHICLE A PUBLIC NUISANCE; TO PROVIDE FOR THE SEIZURE, IMPOUNDMENT AND FORFEITURE OF ANY MOTOR

VEHICLE USED IN VIOLATION OF THIS ORDINANCE OR WHICH FACILITATES A VIOLATION OF THIS ORDINANCE; AND TO PROVIDE FOR THE DISPOSITION OF A MOTOR VEHICLE WHICH HAS BEEN FORFEITED UNDER THIS ORDINANCE.

**(B) DEFINITIONS**

AS USED IN THIS ORDINANCE THE TERM "FACILITATE" MEANS TO AID, HELP, MAKE POSSIBLE OR BRING ABOUT.

AS USED IN THIS ORDINANCE THE TERM "LOITER" MEANS TO STOP, STAND, IDLE, PARK OR REMAIN PARKED IN OR ABOUT A MOTOR VEHICLE LOCATED IN OR AT A PUBLIC PLACE OR A PLACE OPEN TO THE PUBLIC. THE TERM "LOITER" ALSO MEANS TO COLLECT, GATHER, CONGREGATE OR BE A MEMBER OF A GROUP OR CROWD OF PEOPLE WHO ARE GATHERED TOGETHER IN OR ABOUT A MOTOR VEHICLE OR MOTOR VEHICLES, IN ANY PUBLIC PLACE OR PLACE OPEN TO THE PUBLIC.

AS USED IN THIS ORDINANCE THE TERM "PUBLIC PLACE" MEANS ANY PUBLIC STREET, ROAD OR HIGHWAY, ALLEY, LANE, SIDEWALK, CROSSWALK, OR OTHER PUBLIC WAY, PUBLIC RESORT, PLACE OF AMUSEMENT, PARK, PLAYGROUND, PUBLIC BUILDING OR GROUNDS APPURTENANT THERETO, SCHOOL BUILDING OR SCHOOL GROUNDS, PUBLIC PARKING LOT, OR ANY VACANT LOT.

AS USED IN THIS ORDINANCE THE TERM "*PLACE OPEN TO THE PUBLIC*" MEANS ANY PLACE OPEN TO THE PUBLIC OR ANY PLACE TO WHICH THE PUBLIC IS INVITED, INCLUDING ANY PRIVATELY OWNED PLACE OF BUSINESS, PRIVATE PARKING LOT, OR PRIVATE INSTITUTION, INCLUDING PLACES OF WORSHIP, CEMETARIES, OR ANY PLACE OF AMUSEMENT AND ENTERTAINMENT WHETHER OR NOT A CHARGE OF ADMISSION OR ENTRY THERETO IS MADE, INCLUDING THE GROUNDS, OPEN AREAS AND PARKING LOT OF ANY STORE, OFFICE OR APARTMENT BUILDING OPEN TO THE PUBLIC

AS USED IN THIS ORDINANCE THE TERM "*OWNER*" INCLUDES A PERSON IN WHOSE NAME THE MOTOR VEHICLE IS TITLED AND/OR REGISTERED, AND/OR ANY LIENHOLDER WHOSE LIEN HAS BEEN FILED WITH THE SECRETARY OF STATE PRIOR TO THE COMMENCEMENT OF A NUISANCE ABATEMENT ACTION REGARDING THE MOTOR VEHICLE, AS WELL AS A PERSON WHO IS DEEMED BY LAW TO BE A CONSTRUCTIVE OWNER.

**(C) PROHIBITED CONDUCT**

(1) IT SHALL BE UNLAWFUL FOR ANY PERSON TO LOITER IN OR AT PUBLIC PLACE, OR TO LOITER IN OR AT A PLACE OPEN TO THE PUBLIC, AND:

(a) IMPEDE, INTERFERE OR OTHERWISE OBSTRUCT IN ANY MANNER THE FREE PASSAGE OF PEDESTRIAN AND/OR VEHICULAR

TRAFFIC TO, FROM AND/OR THROUGH THE PUBLIC PLACE OR PLACE OPEN TO THE PUBLIC; OR

(b) DISTURB THE PUBLIC PEACE IN ANY MANNER DESCRIBED IN SECTION 31-10 OF THE FLINT CITY CODE OF ORDINANCES, INCLUDING BUT NOT LIMITED TO ENGAGING IN LOUD OR AGGRESSIVE CONDUCT, ENGAGING IN CONDUCT WHICH IS INTENDED TO AND DOES CAUSE ANOTHER PERSON TO FEEL ANGRY, FRIGHTENED, INTIMIDATED, EMBARRASSED OR HARRASSED, ENGAGING IN CONDUCT WHICH INFLECTS INJURY OR INCITES AN IMMEDIATE BREACH OF THE PEACE, AND/OR ENGAGING IN CONDUCT WHICH INTENTIONALLY MAKES OR CAUSES TO BE MADE ANY OPEN EXPOSURE OF THE HUMAN MALE OR FEMALE GENITALS, PUBIC AREA, BUTTOCKS OR THE FEMALE BREASTS, INCLUDING BUT NOT LIMITED TO URINATING OR DEFECATING IN PUBLIC; OR

(c) CREATE A NOISE DISTURBANCE AS DESCRIBED IN SECTION 31-53 OF THE FLINT CITY CODE OF ORDINANCES, INCLUDING BUT NOT LIMITED TO PLAYING A RADIO, MUSICAL INSTRUMENT OR OTHER DEVICE WHICH REPRODUCES AND AMPLIFIES SOUND IN SUCH A MANNER AS TO CREATE A NOISE DISTURBANCE ACROSS A REAL PROPERTY BOUNDARY, OR PLAYING A RADIO, MUSICAL INSTRUMENT OR OTHER DEVICE WHICH REPRODUCES AND AMPLIFIES SOUND IN SUCH A MANNER AS TO CREATE A NOISE DISTURBANCE AT 50 FEET (15 METERS) FROM A MOTOR VEHICLE.

**(2) IT SHALL BE UNLAWFUL FOR ANY PERSON TO:**

**(a) LOITER IN OR AT A PUBLIC PLACE IN VIOLATION OF THIS ORDINANCE, OR TO LOITER IN OR AT A PLACE OPEN TO THE PUBLIC IN VIOLATION OF THIS ORDINANCE; AND**

**(b) FAIL TO OBEY THE REASONABLE ORDER OF A UNIFORMED POLICE OFFICER OR PROPERLY IDENTIFIED POLICE OFFICER WHO IS NOT IN UNIFORM TO DISBURSE AND/OR MOVE ON FROM THE PUBLIC PLACE AND/OR THE PLACE OPEN TO THE PUBLIC.**

**D. PENALTY**

**(1) A VIOLATION OF THIS ORDINANCE SHALL BE A MISDEMEANOR PUNISHABLE BY IMPRISONMENT FOR NOT MORE THAN NINETY (90) DAYS IN JAIL OR A FINE OF NOT MORE THAN FIVE HUNDRED DOLLARS (\$500.00), OR BOTH.**

**E. DECLARATION OF PUBLIC NUISANCE**

**(1) LOITERING IN OR ABOUT A MOTOR VEHICLE IN ANY MANNER WHICH VIOLATES THIS ORDINANCE IS DECLARED A PUBLIC NUISANCE.**

**(2) ANY MOTOR VEHICLE USED IN VIOLATION OF THIS ORDINANCE, OR ANY MOTOR VEHICLE WHICH IS USED TO FACILITATE, IN ANY MANNER, A VIOLATION OF THIS ORDINANCE, IS**

**DECLARED A PUBLIC NUISANCE, AND MAY BE SEIZED, IMPOUNDED AND FORFEITED AS PROVIDED BY THIS ORDINANCE.**

**F. SEIZURE, IMPOUNDMENT AND FORFEITURE OF MOTOR VEHICLE**

**(1) A POLICE OFFICER WHO HAS REASONABLE CAUSE TO BELIEVE A MOTOR VEHICLE HAS BEEN USED IN VIOLATION OF THIS ORDINANCE, OR HAS BEEN USED TO FACILITATE, IN ANY MANNER, A VIOLATION OF THIS ORDINANCE, MAY SEIZE THE MOTOR VEHICLE AND IMPOUND IT AS PROVIDED BY LAW.**

**(2) A MOTOR VEHICLE WHICH HAS BEEN SEIZED AND IMPOUNDED AS PROVIDED BY THIS ORDINANCE IS SUBJECT TO FORFEITURE AS PROVIDED BY THIS ORDINANCE.**

**(3) WITHIN THIRTY (30) DAYS OF RECEIVING ACTUAL OR CONSTRUCTIVE NOTICE THAT A MOTOR VEHICLE HAS BEEN SEIZED AS PROVIDED BY THIS ORDINANCE, THE OWNER OF THE MOTOR VEHICLE MAY PROVIDE WRITTEN NOTICE TO THE CHIEF LEGAL OFFICER OF THE CITY OF FLINT, OR HIS OR HER DESIGNEE, THAT THE OWNER IS CONTESTING THE FORFEITURE AND DEMAND THAT THE CHIEF LEGAL OFFICER OR HIS OR HER DESIGNEE, FILE A COMPLAINT TO ABATE A PUBLIC NUISANCE IN THE GENESEE COUNTY CIRCUIT COURT, AND HAVE THE MOTOR VEHICLE DECLARED FORFEITED TO THE CITY OF FLINT. IF THE OWNER DOES NOT PROVIDE**

WRITTEN NOTICE TO THE CHIEF LEGAL OFFICER, OR HIS OR HER DESIGNEE, WITHIN THIRTY (30) DAYS OF THE DATE THE OWNER RECEIVES ACTUAL OR CONSTRUCTIVE NOTICE THE MOTOR VEHICLE HAS BEEN SEIZED, THE MOTOR VEHICLE SHALL BE ADMINISTRATIVELY FORFEITED TO THE CITY OF FLINT.

**G. ABATEMENT OF PUBLIC NUISANCE BY FORFEITURE**

(1) THE CHIEF LEGAL OFFICER OF THE CITY OF FLINT, OR HIS OR HER DESIGNEE, MAY MAINTAIN AN ACTION IN THE GENESEE COUNTY CIRCUIT COURT TO ABATE, BY FORFEITURE, THE PUBLIC NUISANCE OF A MOTOR VEHICLE USED IN VIOLATION OF THIS ORDINANCE, OR WHICH HAS BEEN USED TO FACILITATE, IN ANY MANNER, A VIOLATION OF THIS ORDINANCE..

(2) THE ACTION TO ABATE THE NUISANCE MAY BE FILED WITHIN FOURTEEN (14) DAYS OF THE DATE THE CHIEF LEGAL OFFICER OF THE CITY OF FLINT, OR HIS OR HER DESIGNEE, RECEIVES WRITTEN NOTICE THAT THE OWNER OF THE MOTOR VEHICLE IS CONTESTING THE FORFEITURE.

(3) UPON A FINDING THAT THE MOTOR VEHICLE HAS BEEN USED IN VIOLATION OF THIS ORDINANCE, OR HAS BEEN USED TO FACILITATE, IN ANY MANNER, A VIOLATION OF THIS ORDINANCE, THE GENESEE COUNTY CIRCUIT COURT SHALL DECLARE THE MOTOR VEHICLE FORFEITED TO

THE CITY OF FLINT, AND ORDER THE MOTOR VEHICLE BE DISPOSED AS PROVIDED BY THIS ORDINANCE.

(4) PROOF THE OWNER KNEW THE MOTOR VEHICLE HAD BEEN USED IN VIOLATION OF THIS ORDINANCE, OR KNEW THE MOTOR VEHICLE HAD FACILITATED A VIOLATION OF THIS ORDINANCE IN ANY MANNER, SHALL NOT BE REQUIRED.

(4) IF THE COURT FINDS THE MOTOR VEHICLE HAS NOT BEEN USED IN VIOLATION OF THIS ORDINANCE, OR HAS NOT BEEN USED TO FACILITATE, IN ANY MANNER, A VIOLATION OF THIS ORDINANCE, ,OR THE CHIEF LEGAL OFFICER OF THE CITY OF FLINT, OR HIS OR HER DESIGNEE, DOES NOT FILE AN ACTION TO ABATE, BY FORFEITURE, THE NUISANCE OF THE MOTOR VEHICLE, THE MOTOR VEHICLE SHALL BE PROMPTLY RETURNED TO THE OWNER.

**(H) DISPOSITION OF FORFEITED VEHICLE**

(1) A MOTOR VEHICLE WHICH HAS BEEN FORFEITED PURSUANT TO THIS ORDINANCE MAY BECOME THE PROPERTY OF THE CITY OF FLINT, OR MAY SOLD BY THE CITY OF FLINT IN THE SAME MANNER PROVIDED FOR THE SALE OF CHATTELS UNDER EXECUTION.

(2) UPON THE SALE OF A MOTOR VEHICLE PURSUANT TO THIS ORDINANCE, THE PROCEEDS OF THE SALE SHALL BE DISTRIBUTED IN THE FOLLOWING ORDER OF PRIORITY:

(a) TO PAY FOR THE COST OF IMPOUNDING THE MOTOR VEHICLE AND THE EXPENSES OF THE SALE;

(b) TO PAY ALL BONA FIDE SECURED INTERESTS AND LIENS ON THE MOTOR VEHICLE, PROVIDED THAT THE SECURED PARTY OR LIEN HOLDER HAD NO KNOWLEDGE THE MOTOR VEHICLE WAS HAD BEEN USED IN VIOLATION OF THIS ORDINANCE, OR HAD FACILITATED A VIOLATION OF THIS ORDINANCE IN ANY MANNER;

(c) TO PAY FOR COURT COSTS AND REIMBURSE THE CITY OF FLINT FOR THE COST OF ENFORCING AND PROSECUTING THIS ORDINANCE;

(d) THE REMAINING BALANCE SHALL BE DEPOSITED IN THE CITY OF FLINT'S GENERAL FUND OR DISTRIBUTED AS ORDERED BY THE COURT.

(I) THE PROVISIONS, SANCTIONS AND REMEDIES SET FORTH IN THIS ORDINANCE ARE IN ADDITION TO ANY OTHER PROVISIONS, SANCTIONS AND/OR REMEDIES AVAILABLE TO THE CITY OF FLINT UNDER STATE, FEDERAL AND LOCAL LAW, AND ARE NOT INTENDED TO COMPROMISE, SUBSTITUTE, OR PLACE ANY LIMITATION UPON THOSE OTHER PROVISIONS, SANCTIONS OR REMEDIES IN ANY MANNER WHATSOEVER.

(J) IF ANY PROVISION OF THIS ORDINANCE SHALL BE HELD

INVALID, THE REMAINDER OF THE ORDINANCE SHALL NOT BE EFFECTED THEREBY.

FOR THE CITY:

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Sheldon A. Neeley, Mayor

---

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

210400

ORDINANCE NO. \_\_\_\_\_

An Ordinance to add a prohibition on the illegal use of controlled substances by elected officials, while on City property or while engaged in City business, to the Flint City Code of Ordinances .

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by adding to Chapter 1, General Provisions, the following Section, which shall read in its entirety as follows:

**§1-134.1 PROHIBITION ON ILLEGAL USE OF CONTROLLED SUBSTANCES BY ELECTED OFFICIALS WHILE ON CITY PROPERTY OR ENGAGED ON CITY BUSINESS.**

**(A) ELECTED OFFICIALS OF THE CITY OF FLINT ARE PROHIBITED, WHILE ON CITY PROPERTY OR ENGAGED IN CITY BUSINESS, FROM USING CONTROLLED SUBSTANCES, AS DEFINED BY MCL §333.7104(3), EXCEPT AS OTHERWISE PERMITTED BY ARTICLE 7 OF THE MICHIGAN PUBLIC HEALTH CODE, MCL 333.7101 *ET SEQ.*, OR OTHER SIMILAR STATE OR FEDERAL LAWS.**

**(B) ELECTED OFFICIALS OF THE CITY OF FLINT WHO, WHILE ON CITY PROPERTY OR ENGAGED IN CITY BUSINESS, ARE INVOLVED IN AN ACCIDENT RESULTING IN INJURIES TO OTHERS OR DAMAGE TO CITY PROPERTY,**

**ARE SUBJECT TO ANY DRUG TESTING POLICIES APPLICABLE TO CITY OF FLINT EMPLOYEES.**

**(C) ELECTED OFFICIALS OF THE CITY OF FLINT ARE SUBJECT TO ANY RANDOMIZED DRUG TESTING POLICIES APPLICABLE TO CITY OF FLINT EMPLOYEES.**

**(D) TO IMPLEMENT THIS SECTION, THE CITY OF FLINT'S HUMAN RESOURCES / LABOR RELATIONS DEPARTMENT MAY ENACT REGULATIONS AND POLICIES, SUBJECT TO THE APPROVAL OF CITY COUNCIL.**

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 A.D.

**FOR THE CITY:**

\_\_\_\_\_  
Sheldon A. Neeley, Mayor

\_\_\_\_\_  
Inez M. Brown, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

210495

ORDINANCE NO. \_\_\_\_\_

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

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

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

(HH) THE CITY ACKNOWLEDGES THAT **901 FLATS LIMITED DIVIDEND HOUSING ASSOCIATION, LLC.** (THE "OWNER") HAS OFFERED, SUBJECT TO RECEIPT OF AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE LOAN AND/OR ALLOCATION OF LOW INCOME HOUSING TAX CREDITS FROM THE MICHIGAN STATE HOUSING AND DEVELOPMENT AUTHORITY ("MSHDA"), TO OWN AND OPERATE A HOUSING PROJECT IDENTIFIED AS "**901 FLATS**" (THE "PROJECT") ON CERTAIN PROPERTY LOCATED IN THE CITY TO SERVE PERSONS AND FAMILIES OF LOW INCOME, AND THAT THE SPONSOR HAS OFFERED TO PAY THE CITY ON ACCOUNT OF THIS HOUSING DEVELOPMENT AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN LIEU OF AD VALOREM TAXES.

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX BENEFITS OF PAYING A SERVICE CHARGE IN LIEU OF AD VALOREM TAXES (BUT

NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. THE ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO **SEVEN PERCENT (7%)** OF THE ANNUAL SHELTER RENTS, EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF RENT PAYABLE UNDER ANY GOVERNMENTAL SUBSIDY. NOTWITHSTANDING THE FOREGOING, THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer



**ORDINANCE REVIEW FORM**

**FROM:** Planning and Development  
Department

**NO. 21-** \_\_\_\_\_  
Law Office Login #

**ORDINANCE NAME:** (HH) PILOT ORDINANCE RESOLUTION TO GRANT A SEVEN (7%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT KNOWN AS 901 FLATS, WHICH WILL PROVIDE AFFORDABLE ASSISTED LIVING ACCOMADATIONS THROUGH NEW CONSTRUCTION OF 61-UNITS OF HOUSING AT 901 GARLAND.

**1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR**

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

By: Director *Suzanne Wilcox*  
Suzanne Wilcox (Sep 3, 2021 15:33 EDT)  
Suzanne Wilcox, Director, P&D

DATE: September 3, 2021

**2. ORDINANCE REVIEW-FINANCE DEPARTMENT**

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

By: *Robert J. F. Widigan*  
Robert Widigan, Interim Chief Financial Officer

DATE: 09/03/2021

**3. ORDINANCE REVIEW - LAW DEPARTMENT**

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

By: *Angela Wheeler*  
Angela Wheeler (Sep 3, 2021 17:24 EDT)  
Angela Wheeler, Chief Legal Officer

DATE: 9-3-2021

**This RESOLUTION may now go to the Mayor for signature and approval.**

901 Flats (901 Garland St), with a 7% PILOT

1) Current taxes	\$9,900
2) PILOT estimation	\$29,000.00

DIFFERENCE BETWEEN PILOT AND TAXES: \$125,195.96 per year

Based on the Schedule of Rents (tab 2) provided by MVAH Partners Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 22 units is \$127,860.

3) Estimated project ad valorem taxable value:			
	One Bedroom	Two Bedroom	Four Bedroom
Market Rent	\$700	\$900	\$1,300
Number of Units	27	30	4
	\$18,900	\$27,000	\$5,200
Monthly Income	\$51,100		
Yearly Income	\$613,200		
Vacancy/Loss (10%)	(\$61,320)		
Potential Gross Income	\$551,880		
Expenses	(\$99,585)		
Net Operating Income	\$452,295		
Cap Rate of 10%	\$4,522,950		
SEV/TV	2,261,475		
Potential Taxes	\$154,196		

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



**CITY OF FLINT**

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

## **PURPOSE**

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

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

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

## **ELIGIBILITY**

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

## **PROCESS**

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

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

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

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

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

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

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

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

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

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

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

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

## **APPLICATION REQUIREMENTS**

1) Completed Application Form

2) Narrative:

a. Background information:

- i. Development experience of team
- ii. Describe the corporate partnership structure

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

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

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

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

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

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

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

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



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

**APPLICANT INFORMATION**

<b>ENTITY NAME</b>	MVAH Development LLC
<b>REPRESENTATIVES NAME</b>	Pete Schwiegeraht
<b>ADDRESS</b>	9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069
<b>TELEPHONE NUMBER</b>	(513) 259-7657
<b>E-MAIL ADDRESS</b>	pete.s@mvahpartners.com

**GUARANTORS INFORMATION**

<b>ENTITY NAME</b>	MVAH Holding LLC
<b>ENTITY PRINCIPAL</b>	Brian McGeady
<b>ADDRESS</b>	9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069
<b>TELEPHONE NUMBER</b>	(513) 964-1141
<b>E-MAIL ADDRESS</b>	brian.mcgeady@mvahpartners.com

<b>ENTITY NAME</b>	MVAH Holding LLC
<b>ENTITY PRINCIPAL</b>	Michael Riechman
<b>ADDRESS</b>	9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069
<b>TELEPHONE NUMBER</b>	(704) 323-8938
<b>E-MAIL ADDRESS</b>	michael.riechman@mvahpartners.com

## **PROJECT INFORMATION**

<b>PROJECT NAME</b>	901 Flats
<b>ADDRESS OF PROJECT</b>	901 Garland Street, Flint, MI 48503
<b>PARCEL ID</b>	40-12-406-036
<b>LEGAL DESCRIPTION</b>	See attachment below

## **DEVELOPMENT TEAM**

<b>APPLICANT PRIMARY POINT OF CONTACT</b>	Pete Schwiegeraht - (513) 259-7657
<b>ARCHITECTURAL FIRM</b>	BDCL Architects, PC - Kirk Paisley - (513) 964-1154
<b>CONSTRUCTION PROJECT MANAGER</b>	TBD
<b>GENERAL CONTRACTOR FOR PROJECT</b>	TBD

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

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



**SCHEDULE A  
LEGAL DESCRIPTION**

File Number **GT-98047**


Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.  
Tax Id. #40-12-406-036

Parcel # 40.12 406 036  
I hereby certify that all taxes and/or tax liens payable to the City Treasurer have not been paid. This does not include water bills. This certification is for recording purposes and does not relieve the taxpayer of the responsibility for payment of any lien(s) not collected due to clerical error.

D. Benjamin JB 8/22/06  
City Treasurer      JC      Date

  
Instr: 200608280076802      08/28/2006  
P: 3 of 3      F: \$20.00      11:49AM  
Melvin Phillip McGee      T20060020832  
Genesee County Register      TC

END OF LEGAL DESCRIPTION

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## City of Flint PILOT Application

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### Tab A

### Developer Background Information & Experience

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Project Name:

901 Flats



### **Narrative:**

MVAH will be the developer, long-term owner, and property manager of the Garland Street project. We have extensive experience with affordable housing, having completed over 100 projects across 15+ states totaling over 7,000 units. Although we have attached our full company resume along with the resumes of our key personnel, below is just a brief summary of our history and accomplishments.

MVAH Partners (MVAH) is a 2018 spin-off from Miller-Valentine Group, a successful real estate company founded in 1963. MVAH is a Cincinnati and Charlotte-based, nationally recognized, affordable housing company. Affordable Housing Finance magazine ranked MVAH as 3rd on the list of the Top 50 Affordable Housing Developers and 34th of the Top 50 Affordable Housing Owners in 2016.

MVAH began developing affordable housing in 1993. Since then, they have developed over 7,000 affordable housing units ranging across a broad spectrum of housing types: multi-story apartment properties for families and seniors, villas, single-family developments, rehabs, adaptive reuse of existing buildings in large and small communities. MVAH has a singular focus on developing quality affordable housing for those who need it most. This includes over 100 affordable housing properties in 15 states.

MVAH has built strong, ongoing relationships with non-profits, lenders, syndicators, Housing Finance Agencies, and other public agencies that allow them to identify solutions to complex financing issues, secure funding, and develop high-quality housing.

MVAH is passionate about improving the quality of life for our residents and enhancing neighborhoods through superior affordable housing. We take great pride in caring for our properties throughout their life. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 6 years ago, we completed an \$8,000,000 renovation of the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality. Our long-term approach to both ownership and development ultimately leads us to our company motto: Empower people, enhance communities.

### **Non-Profit Partner:**

MVAH has begun eliciting local nonprofit partners in the Flint area and we are presently in talks with the Flint Housing Authority regarding a co-developer/co-owner partnership. Almost all our 100 + developments involve a local, not-for-profit partner. These local co-owner and co-developer collaborations involve community action agencies, redevelopment commissions, housing agencies, government agencies, churches, subsidiaries of supportive service providers, and many other nonprofits. MVAH works with local stakeholders to identify the best local partners for the development and the location. Many of our partnerships have grown into long-term relationships that have continued for decades.



# MVAH

PARTNERS

**EMPOWER PEOPLE. ENHANCE COMMUNITIES.**

---

MVAH is solution & mission driven.  
We find solutions for families being  
financially burdened by housing costs,  
so they can succeed.

---

- DEVELOPMENT ·
- PROPERTY MANAGEMENT ·
- CONSTRUCTION MANAGEMENT ·

**Empower People. Enhance Communities.**



**MVAH Partners** is passionate about **improving the quality of life** and **promoting stability for our residents** while **enhancing neighborhoods** through affordable housing.

## ► WHO WE ARE

MVAH Partners has been developing, constructing and managing multi-family communities since 1993. We currently have more than 6,000 units and over 99 properties. We continue to grow in the workforce & senior housing industry year after year. Our innovation and passion come from our 25 years of experience and 150 team members. We have a singular focus on developing quality workforce & senior housing for those who need it the most.



## CORPORATE TESTIMONIAL ◀

'The Leadership team of MVAH has been a fantastic partner of KeyBank for 15 years. We view MVAH as an industry leader in affordable housing development and management. Key's Community Development Lending & Investment Group is aggressively pursuing future business with MVAH. MVAH is knowledgeable in every aspect of development, construction and property management, with a thorough understanding of the complex financial tools involved in structuring community development deals. They bring a high degree of professionalism and provide well-structured and high-quality developments to lenders and investors and come highly recommended by KeyBank.'

- KeyBank

In every relationship, we work to **offer solutions and support** that **maximize a property's value** and **minimize time and work commitment.**

## ► WHAT WE DO

- Place Relationships First
- Develop
- Partner (For & Not-For-Profit)
- Assess Financial Feasibility
- Site Selection
- Predevelopment Activities
- Construction Oversight
- Architectural Design & Admin
- Property Management
- Lease-Up & Compliance
- Obtain Proper Zoning
- Establish & Maintain Relationships with Strategic Partners
- Perform Initial Feasibility Analysis
- Marketing & Environmental Due Diligence
- Apply For & Obtain Funding
- Assemble Design Team
- Acquire Permits
- Partner with Governmental Institutions
- Create Relationships
- Provide Win-Win Solutions
- Hold 100% of our Portfolio that we Originate & Develop



## ► RESIDENT TESTIMONIAL

'The staff at The Reserve at Engel Road has exceeded my expectations. The Community Manager's knowledge of tax credits as well as management skills are nothing but professional, informative and instantaneous. The community has beautiful curb appeal with clean grounds. Service requests are always completed within 24 hours by the Service Technicians. I highly recommend The Reserve at Engel Road.'

- Paige Ubiles, The Reserve at Engel Road, New Braunfels, TX



Our **strong relationships with Local Municipalities, Syndicators, Lenders, Housing Finance Agencies** and other public agencies **allow us to identify solutions** for complex financing issues, **secure proper funding** and create **high quality developments**.

#### ► CORPORATE TESTIMONIAL

'Regions Bank has enjoyed a good relationship with MVAH Partners. We value the experience of the team and fully support their recent move to create an independent company solely dedicated to affordable housing.'

- Regions Bank



#### ► HOW WE DO IT

- Low Income Housing Tax Credits (Section 42)
- Historic Credits (State & Federal)
- HUD/FHA Financing
- Conventional Financing
- Opportunity Zones

#### ► DEVELOPMENT TYPES

- Multi-Family
- Rehabilitations
- New Construction
- Adaptive Reuse
- Single-Family
- Urban Infill
- Sustainable Development
- Mixed-Income / Mixed-Use



We begin the development process with site selection and **work closely with our solely-dedicated design shop, construction management team and property management team to ensure the highest quality product** from start to finish.

#### ► CORPORATE TESTIMONIAL

'OCCH has had the pleasure of working with MVAH for over 15 years now. Brian, Michael and the team are consistently focused on producing high quality developments which creates tremendous value for their partners. It has been a fantastic partnership between OCCH and the principals of MVAH. OCCH has invested over \$150 million in over twenty successful developments with MVAH in the past 10 years. OCCH has repeatedly invested in these projects because of the high-quality products developed and the long-term view through professional management driven by their company.'

- Ohio Capital Corporation For Housing



#### RESIDENT TESTIMONIAL ◀



'Lucky Me! I looked at many places and then found Harrison Lofts. It has a great location and a beautiful property with a park nearby. It's also close to Walgreens, restaurants and the grocery store. It was almost too good to be true! The price was right with smiling faces, it's brand new and also pet friendly! I was looking for a nice and safe place to live. Lucky me I found a beautiful home and now I am smiling, too! Harrison lofts has it all.'

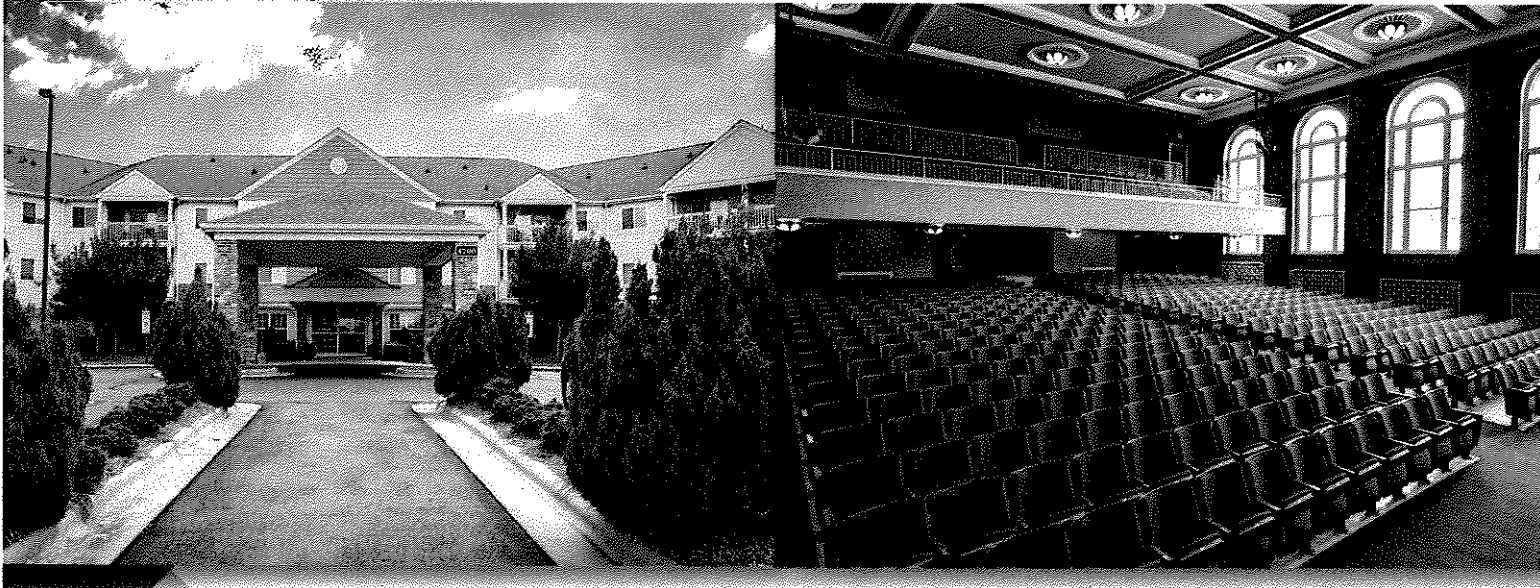
- Judy Richards, Harrison Lofts, Muscatine, IA



Every MVAH Partners Community is **strategically operated & marketed to create a consistent experience of quality, value & satisfaction**

for property owners and their residents alike.

**Our dynamic professionals give our properties a competitive advantage and maximize property value.**



#### ► CORPORATE TESTIMONIAL

'Over the past 25 years St. Mary Development Corporation and MVAH have partnered together to develop 46 projects consisting of over 3,000 units in nine states. This longstanding partnership continues to be built on trust and a shared passion for affordable housing. Professionalism, experience, a talented staff and a continual pursuit of excellence are the reasons we have and will continue to partner with MVAH to create affordable homes for families and seniors.'

- St. Mary Development Corporation

#### RESIDENT TESTIMONIAL ◀



'I am very pleased to have chosen Reserve at McAlister as my place of residency. It's a great location, close to shopping and places to eat, comfortable apartments with a GREAT view! Most importantly they have a very professional and friendly staff. The move in process was smooth. The staff keeps you informed about what is going on in the community and anytime I have a service request it is promptly answered. I will continue to make Reserve at McAlister my home for as long as they have me.'

- Linda Faye Johnson, Reserve at McAlister, Ft. Worth, TX

**Our mission is to provide solutions to families.**  
**MVAH has a singular focus on developing quality affordable housing for those who need it most.**

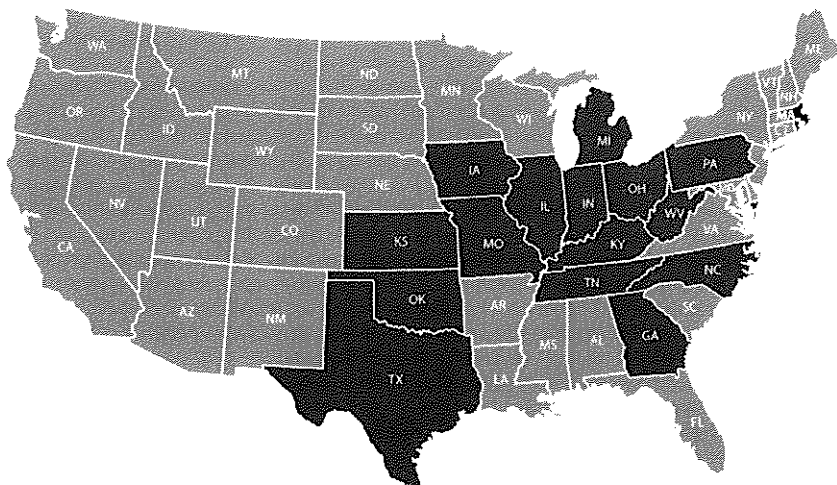
**This includes over 99 affordable housing communities in more than 15 states.**



► **CORPORATE TESTIMONIAL**

'MVAH has been a reliable and trusted partner with RBC in over 25 LIHTC Investments. They act with integrity and stand behind their deals. One of our best development partners!'

- RBC Capital Markets



Georgia . Illinois . Indiana . Iowa . Kansas . Kentucky . Michigan . Missouri  
North Carolina . Ohio . Oklahoma . Pennsylvania . Tennessee . Texas . West Virginia

Coming Soon: New York, Florida, Alabama, Wisconsin, Louisiana & Arkansas

**Affordable Housing Magazine ranked MVAH as 3rd  
of the Top 50 Affordable Housing Developers & 34th of the  
Top 50 Affordable Housing Owners in 2016.**



**MVAH**  
PARTNERS

Empower People. Enhance Communities.

Office Locations:

**Charlotte Office**

5960 Fairview Rd  
Suite 402  
Charlotte, NC 28210

**Cincinnati Office**

9100 Centre Pointe Dr  
Suite 210  
West Chester, OH 45069



[MVAHPartners.com](http://MVAHPartners.com)



## Development Team

- Developer: MVAH Development LLC
- Address: 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
- Contact Person: Pete Schwiegeraht, Senior Vice President of Development
- Phone: (513) 259-7657
- Email: [pete.s@mvahpartners.com](mailto:pete.s@mvahpartners.com)
  
- Management Company: MVAH Management LLC
- Address: 9100 Centre Pointe Drive, Suite 210 West Chester, OH 45069
- Contact Person: Katy Wendel, Regional Vice President
- Phone: (937) 383-3672
- Email: [katy.wendel@mvahpartners.com](mailto:katy.wendel@mvahpartners.com)

MVAH Partners LLC (MVAH) was founded in 2018 after spinning off from the Miller-Valentine Group (MVG). MVAH is operating by the same highly successful team as it was under the MVG umbrella. MVG was founded in 1963, is an Ohio-based, nationally recognized, full-service real estate company. MVG is highly experienced in the successful (high quality, on time, and within program requirements) execution of multiple tax credit and other housing related transactions at various stages in the development process each year, across multiple states.

We pride ourselves on working with our partners to evaluate long-term financial strategies and means of implementation, considering ways to optimize portfolios and reposition assets, and proposing strategic partnerships that can potentially further economic and community development. This strategy has led to numerous awards, both regional and national. In 2016, Affordable Housing Finance magazine ranked Miller-Valentine Group as the 3rd largest Affordable Housing Developer and 34th largest Affordable Housing Owner.

MVAH consists of professionals with extensive experience acquiring, planning, financing, developing, leasing and managing multifamily assets. Our experience in affordable housing development has prompted us to establish and implement a work model that maximizes both efficiency and creativity. Each development is directly managed by a team of Development staff and consistently monitored. This multi-disciplinary approach ensures reliable execution of complex developments.

MVAH has demonstrated capacity to successfully meet program guidelines on all developments currently in the development process, under construction, and in the future business pipeline. MVAH has 23 employees and 3 will be dedicated to the proposed project. These individuals are Pete Schwiegeraht, Denise Blake, and Sean Beismann. Mr. Schwiegeraht will serve as the project manager and coordinate development efforts through stabilization.



## Who We Are....

MVAH Partners LLC (MVAH; formerly Miller-Valentine Group) began developing affordable housing in 1993. Since then, more than 7,000 affordable housing units have been developed, ranging across a broad spectrum of housing types: multi-story apartment homes for families and seniors, single-story “villa” style apartment homes, single-family, townhomes, acquisition-rehab, and adaptive reuse (including historic). MVAH has a singular focus, which is to be a leading provider of quality affordable housing for those who need it most. This now includes over 90 affordable housing properties owned in fifteen states. MVAH has extensive experience with turnkey development as well, and value our long-term partnerships and relationships with non-profits and public agencies and will continue to build upon those strong relationships.

2018 brought a change in the ownership structure, due to the spin-off of Miller-Valentine Group's (MVG) affordable housing business. This spin-off was determined by leadership to be in the best interest for both the affordable and commercial businesses of MVG to thrive moving forward. The team members, and their extensive experience with the affordable housing industry remain unchanged. What did change was the ability for the respective businesses to focus on what they excel at, albeit separately.

MVAH Development, f/k/a MV Residential Development (MVRD), is a recent spin-off of the development arm of MVG's affordable housing division. MVAH Development is a Cincinnati and Charlotte-based, nationally recognized, affordable housing developer. MVAH Development will continue with the same key principals and development staff; in other words, it's business as usual. Affordable Housing Finance magazine ranked MVRD as 3rd of the Top 50 Affordable Housing Developers and 34th of the Top 50 Affordable Housing Owners in 2016.

MVAH has been successful in receiving LIHTC awards on an ongoing basis. We creatively approach the financing of developments, using multiple sources of funding as a matter of course in order to supplement LIHTC awards. These include NSP, HOME, FHLB's Affordable Housing Program, HUD and USDA programs, and a plethora of others. We have built strong, ongoing relationships with key lenders, syndicators, Housing Finance Agencies, and other public agencies that allow us to identify solutions to complex financing issues, secure the funding, and ultimately develop the properties.

Both former partners of MVG, the principals of MVAH are Brian McGeady and Michael Riechman. Between them, they have over three and a half decades of experience in the tax credit industry.

Brian McGeady guides the development activities of the affordable housing division responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. Product types include senior communities, multifamily and single-family homes financed with both 9% and 4% credits.



His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties, involved in more than \$150 million of equity investment.

Michael Riechman is responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance. Prior to joining MVAH, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions.

He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.

MVAH consists of professionals with extensive experience acquiring, planning, financing, developing, leasing and managing multifamily assets. MVAH's experience in affordable housing development has prompted the establishment and implementation of a work model that maximizes both efficiency and creativity. Each development is directly managed and monitored by a regional team of development staff. This multi-disciplinary approach amongst the team ensures reliable execution of complex developments. Three individuals (Pete Schwiegeraht, Denise Blake, and Sean Beismann) will be dedicated to the proposed Broadway Lofts development and will lead and coordinate development efforts through stabilization.



## Brian McGeady

Managing Partner

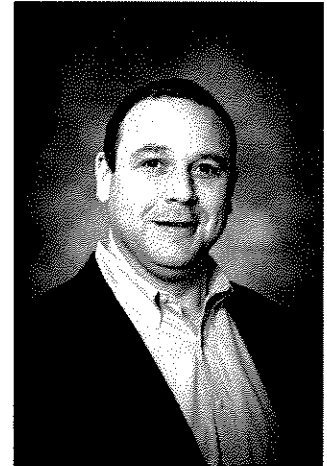
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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1141 ■ [brian.mcgeady@mvaahpartners.com](mailto:brian.mcgeady@mvaahpartners.com) ■ [www.mvaahpartners.com](http://www.mvaahpartners.com)

### Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3<sup>rd</sup> largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



### Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, (YPO) Young President's Association
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

### Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

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**Empower People. Enhance Communities.**

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# Michael Riechman

Managing Partner

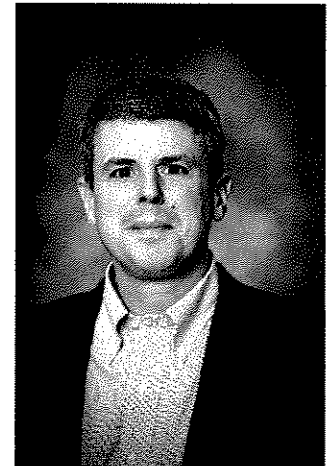
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5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210  
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com

## Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



## Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

## Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University





# Pete Schwiegeraht

Senior Vice President of Development - Midwest Region



## Experience & Expertise

- Land Acquisition
- Land Development
- Project Management
- Community Planning
- Economic Development
- Architecture
- Adaptive-Reuse
- Mixed-Use Development
- Historic Preservation
- Class-A Market Rate Apartments
- Tax Credit Housing
- HUD / Section 8
- Single Family Rental Homes
- In-Fill / Revitalization

## Projects

### WaterStone Landing

Perrysburg, OH - 288 Market Rate Units

### Whitehouse Square Senior Village

Whitehouse, OH - 36 Senior Units

### Carriage Trails Senior Village

Huber Heights, OH - 42 Senior Units

### Sylvania Senior Residence

Sylvania, OH - 51 Senior Apartments and Villas

### One Penrose Place

Lawrence, IN - 45 Senior Units

### Summit Points

Lawrenceburg, IN - 83 Workforce Housing Units

### Central Park Place

Columbus, IN - 63 Senior Housing Units

### Patterson Pointe Senior Residence

Bloomington, IN - 61 Senior Apartments

### Palm House Apartments

Wooster, OH - 62 Family Oriented Section 8 Units

### The Reserve at Lakeview Landing

Huron, OH - 48 Senior Apartments and Villas

### The Lofts at Roberts

Muncie, IN - 83 Senior Housing Units w/ 1st Floor Retail (Historic/Adaptive)

### Twin Lakes Senior Villas

Rantoul, IL - 42 Senior Apartments

### Southwick Manor

Brunswick, OH - 54 Senior Housing Units

### Harbor Town Senior Residence

Perrysburg, OH - 69 Senior Housing Units

### Park Lofts

Huntington, IN - 59 Senior Housing Units (Adaptive)

### Newton Senior Residence

Newton, IA - 45 Senior Housing Units

### Morton Senior Residence

Morton, IL - 61 Senior Housing Units (Adaptive)

### Jasper Lofts

Jasper, IN - 67 Workforce Housing Units (Adaptive)

### Southridge Senior Lofts

Des Moines, IA - 51 Senior Housing Units

### Keokuk Senior Lofts

Keokuk, IA - 45 Senior Housing Units

### Centerville Senior Lofts

Centerville, IA - 44 Senior Housing Units

## Education

- Major Architecture & Environmental Design, Bowling Green State University
- M. Comm. Pl., University of Cincinnati (DAAP) – 2 Years



# Sean Beismann

Underwriting Manager, MVAH Development LLC



## Experience & Expertise

Sean is involved in the strategic planning, deal structuring and maintenance of strategic housing partnerships with non-profit and for-profit organizations. He has played an instrumental role in helping drive the geographical expansion of the organization. Sean has been involved in the development process and financing of over 4,500 apartment homes throughout fourteen states. As Underwriting Manager, he leads a team of individuals involved in the underwriting of tax credit applications throughout the organization's footprint.

Sean has experience with developments containing multiple sources of financing and/or funding types, including: 4%/9% Tax Credits, Federal/State Historic Tax Credits, State Tax Credits, HOME, City/County Funding, NeighborWorks, Federal Home Loan Bank, Tax Credit Assistance Program, Tax Credit Exchange, Neighborhood Stabilization Program, TIFs/Abatements/PILOTS and Rural Development. Furthermore, his experience with development extends to those involving Supportive Services, Permanent Supportive Housing, Mark-to-Market, Project-Based Vouchers, and Lease-Purchase development. Overall, Sean has been involved in the closing of over 80 developments, totaling over \$750MM in total development cost since 2001, which was the start of his career in the affordable housing industry.

## Projects

- Multi-family Housing
- Single family Housing
- New Construction
- Preservation of Affordable Housing
- Historic and Non-Historic Adaptive Reuse

## Certifications

ULI Real Estate Development

## Education

B.S., Finance & Accounting, University of Cincinnati



# Denise Blake

**Project Management Director, MVAH Development LLC**



## **Experience & Expertise**

Denise Blake provides the overall leadership of the project management (PM) team. Denise understands the overall closing goals for each development, assists in the collaboration efforts with third party preconstruction services teams, and leads a team of individuals, Development Directors, through the "Application to Award" and "Award to Construction" processes. The PM team is responsible for the oversight of the Award to Construction timeline and acts as an Owner's Representative once a development is under construction. Denise is also a part of the Midwest Development team that is responsible for the land acquisition and development activities for affordable housing in Ohio, Indiana and Michigan. She maintains and preserves strategic housing partnerships with non-profit organizations, state housing finance agencies, and other industry professionals. She also provides presentations to local municipalities for support and approvals of variances, site plans, and rezoning strategies. Additionally, she negotiates with and directs the work of outside consultants as well as coordinates in-house developments.

Denise has been involved in the development and finance of more than 2,000 apartment units in Ohio, Iowa, Indiana, Michigan, Pennsylvania, Texas, and Oklahoma since 2001, which was the start of her career in the affordable housing industry.

## **Projects**

- Multi-family Housing
- Single Family Housing
- New Construction
- Preservation of Affordable Housing
- Historic and Non-Historic Adaptive Reuse

## **Education**

- B.A., Communication, University of Cincinnati



## Developer Past Experience

### Experience Operating and Maintaining Multifamily Affordable Housing

All MVAH Partners developments listed below are affordable in nature and utilize the Low-Income Housing Tax Credit (LIHTC) as well as provide a variety of services to residents.

1. Hampshire Landing II
  - Location: Joplin Missouri
  - Unit Count: 48 units (new construction)
  - Owner: MVAH Holding LLC
  - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
  - Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
  - Phone: 513-964-1141
  - Key Staff: MVAH Development & Management
  - Cost: \$7,700,000
  - Place in Service Date: 5/9/2019
2. 4th Avenue Lofts
  - Location: Clinton Iowa
  - Unit Count: 48 units (new construction)
  - Owner: MVAH Holding LLC
  - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
  - Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
  - Phone: 513-964-1141
  - Key Staff: MVAH Development & Management
  - Cost: \$9,200,000
  - Place in Service Date: 12/28/2017
3. Harrison Lofts
  - Location: Muscatine Iowa
  - Unit Count: 52 units (new construction)
  - Owner: MVAH Holding LLC
  - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
  - Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
  - Phone: 513-964-1141
  - Key Staff: MVAH Development & Management
  - Cost: \$9,700,000
  - Place in Service Date: 7/24/2018



4. Bottleworks Lofts
  - Location: Fort Wayne Indiana
  - Unit Count: 50 units (adaptive reuse/new construction)
  - Owner: MVAH Holding LLC
  - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
  - Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
  - Phone: 513-964-1141
  - Key Staff: MVAH Development & Management
  - Cost: \$14,500,000
  - Place in Service Date: 12/31/2018
5. Reserve at Hagan
  - Location: Whitehouse Texas
  - Unit Count: 72 units (new construction)
  - Owner: MVAH Holding LLC
  - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
  - Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
  - Phone: 513-964-1141
  - Key Staff: MVAH Development & Management
  - Cost: \$12,000,000
  - Place in Service Date: 12/18/2018
6. Riverside Senior Lofts
  - Location: Riverside Ohio
  - Unit Count: 62 units (new construction)
  - Owner: MVAH Holding LLC
  - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
  - Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
  - Phone: 513-964-1141
  - Key Staff: MVAH Development & Management
  - Cost: \$9,300,000
  - Place in Service Date: 11/5/2018
7. South Court Senior Villas (Partnership with Median Metropolitan Housing Authority)
  - Location: Medina Ohio
  - Unit Count: 48 units (new construction)
  - Owner: MVAH Holding LLC
  - Address: 9100 Centre Pointe Dr. West Chester OH, 45069
  - Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
  - Phone: 513-964-1141
  - Key Staff: MVAH Development & Management



- Cost: \$9,300,000
- Place in Service Date: 8/29/2018

8. Vine Street Lofts

- Location: Jasper Indiana
- Unit Count: 62 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,700,000
- Place in Service Date: 8/30/2018

9. Centerville Senior Lofts

- Location: Centerville Iowa
- Unit Count: 44 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,200,000
- Place in Service Date: 12/18/2017

10. Jasper Lofts

- Location: Jasper Indiana
- Unit Count: 67 units (adaptive reuse)
- Income Targeting (% of AMI): 30%,40%,50%,60%
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,900,000
- Place in Service Date: 5/31/2017

11. Keokuk Senior Lofts

- Location: Keokuk Iowa
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069



- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,700,000
- Place in Service Date: 12/27/2017

#### 12. Market Street Lofts

- Location: East Liverpool Ohio
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,900,000
- Place in Service Date: 12/22/2017

#### 13. Mulberry Street Properties (Harrisburg Housing Authority Partnership)

- Location: Harrisburg Pennsylvania
- Unit Count: 50 units (new construction)
- Owner: Harrisburg Housing Authority
- Address: 351 Chestnut St. Harrisburg, PA 17101
- Email: [hha@harrisburghousing.org](mailto:hha@harrisburghousing.org)
- Phone: 717-232-6781
- Key Staff: MVAH Development
- Cost: \$16,500,000
- Place in Service Date: Under Construction

#### 14. Reserve at Edison Hill

- Location: Parkersburg West Virginia
- Unit Count: 30 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,800,000
- Place in Service Date: 12/12/2017

#### 15. Reserve at Engel Road (Similar metro to Milwaukee as well as size/complexity)

- Location: New Braunfels Texas



- Unit Count: 96 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Place in Service Date: 12/15/2017

16. Reserve at Quebec (Similar metro to Milwaukee as well as size/complexity)

- Location: Fort Worth Texas
- Unit Count: 296 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$46,800,000
- Place in Service Date: Under Construction

17. Southridge Senior Lofts

- Location: Des Moines Iowa
- Unit Count: 52 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,400,000
- Place in Service Date: 12/29/2017

18. Whitehouse Square Townhomes

- Location: Whitehouse Ohio
- Unit Count: 55 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 5/31/2017





19. Gardens at Harvest Point (Similar metro to Milwaukee as well as size/complexity)

- Location: Augusta Georgia
- Unit Count: 256 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$35,100,000
- Place in Service Date: Under Construction

20. Burkett Place

- Location: North Strabane Pennsylvania
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 12/8/2017

21. The Residence at Eagles Point

- Location: Eaton Ohio
- Unit Count: 40 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$12,400,000
- Place in Service Date: 12/20/2016

22. Galena Estates

- Location: Galena Kansas
- Unit Count: 40 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management



- Cost: \$6,800,000
- Place in Service Date: 8/22/2016

23. Huntingburg Senior Residence

- Location: Huntingburg Indiana
- Unit Count: 45 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,000,000
- Place in Service Date: 6/24/2016

24. Morton Senior Residence

- Location: Morton Illinois
- Unit Count: 61 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$10,300,000
- Place in Service Date: 12/27/2016

25. Reserve at Rosebud

- Location: Clarksburg West Virginia
- Unit Count: 35 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,900,000
- Place in Service Date: 6/16/2016

26. Roosevelt Homes II

- Location: Dayton Ohio
- Unit Count: 30 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)



- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,200,000
- Place in Service Date: 3/24/2016

27. Cape's Landing

- Location: Fayetteville North Carolina
- Unit Count: 96 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$12,000,000
- Place in Service Date: 12/13/2016

28. Water Tower Park Senior Village

- Location: Gray Georgia
- Unit Count: 72 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,100,000
- Place in Service Date: 11/1/2016

29. Ashley Grove Senior Residence

- Location: Mount Orab Ohio
- Unit Count: 43 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,800,000
- Place in Service Date: 1/9/2015

30. Harbor Town Senior Residence

- Location: Perrysburg Ohio
- Unit Count: 69 units (new construction)
- Owner: MVAH Holding LLC



- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$10,900,000
- Place in Service Date: 8/27/2015

31. Newton Senior Residence

- Location: Newton Iowa
- Unit Count: 53 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,500,000
- Place in Service Date: 10/28/2015

32. Oak Ridge Apartments

- Location: Nolanville Texas
- Unit Count: 48 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$6,900,000
- Place in Service Date: 6/16/2015

33. Park Lofts at Huntington

- Location: Huntington Indiana
- Unit Count: 59 units (adaptive reuse/new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$11,400,000
- Place in Service Date: 12/30/2015

34. Reserve at McAlister

- Location: Fort Worth Texas



- Unit Count: 124 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$17,500,000
- Place in Service Date: 10/9/2015

35. Reserve at Spencer

- Location: Spencer Oklahoma
- Unit Count: 54 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,100,000
- Place in Service Date: 12/17/2015

36. Southwick Manor Apartments (Partnership with Medina Metropolitan Housing Authority)

- Location: Brunswick Ohio
- Unit Count: 54 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$9,200,000
- Place in Service Date: 9/24/2015

37. Worthington Creek Apartments

- Location: Parkersburg West Virginia
- Unit Count: 36 (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$6,600,000
- Place in Service Date: 9/9/2015



#### 38. Hampshire Landing

- Location: Joplin Missouri
- Unit Count: 84 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$13,800,000
- Place in Service Date: 7/19/2013

#### 39. Huron Senior Residence

- Location: Huron Ohio
- Unit Count: 45 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$8,00,000
- Place in Service Date: 12/24/2013

#### 40. Lofts at Roberts

- Location: Muncie Indiana
- Unit Count: 83 units (adaptive reuse)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$15,700,000
- Place in Service Date: 3/31/2014

#### 41. Riverside Landing at Delaware Place

- Location: Delaware Ohio
- Unit Count: 63 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvahpartners.com](mailto:brian.mcgeady@mvahpartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management



- Cost: \$11,500,000
- Place in Service Date: 12/26/2013

42. Silversage Point at Western Center (Similar metro to Milwaukee as well as size/complexity)

- Location: Fort Worth
- Unit Count: 120 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$17,340,454
- Place in Service Date: 12/23/2014

43. Twin Lakes Senior Villas

- Location: Rantoul Illinois
- Unit Count: 42 units (new construction)
- Owner: MVAH Holding LLC
- Address: 9100 Centre Pointe Dr. West Chester OH, 45069
- Email: [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com)
- Phone: 513-964-1141
- Key Staff: MVAH Development & Management
- Cost: \$7,900,000
- Place in Service Date: 10/21/2013



MVAH is committed to providing residents with access to supportive services. Since community-based non-profits are typically more attuned to the needs of local residents, MVAH often partners with these organizations to coordinate the delivery of these services. A dedicated service coordinator is responsible for the implementation of the supportive services. The coordinator networks with local service agencies in coordinating the services as needed, and also acts as the liaison for any initiatives unique to the development, such as Workforce or Health Care programs. Many of the services required by residents are ultimately provided through referrals to other local non-profit agencies. However, the service coordinator does assist in the provision of individualized case management, and continually monitors the use, savings, and success of the Supportive Service Plan. New residents typically receive a brochure notifying them of local support programs that are available and are encouraged to contact the Service Coordinator either by phone or in person when the coordinator's on-site representative is present.

While the supportive services offered can vary from project to project, the following are some of the services commonly provided at MVAH properties:

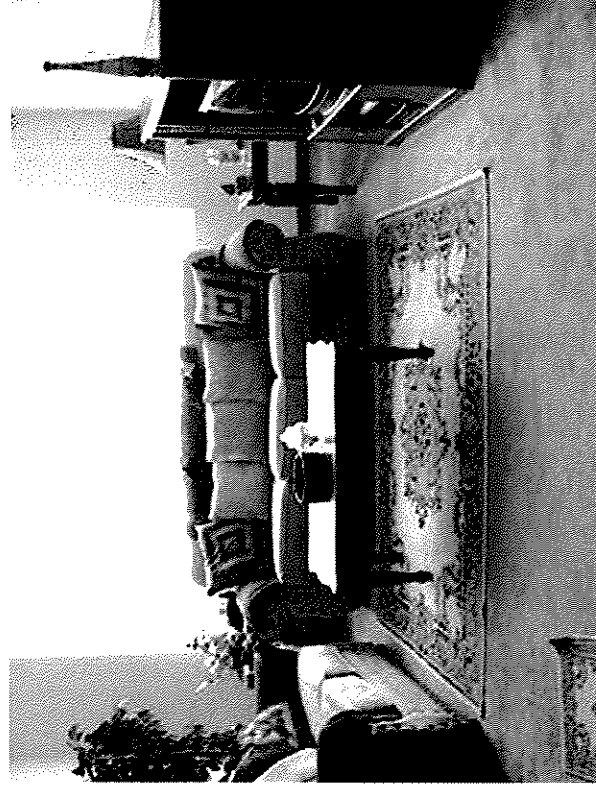
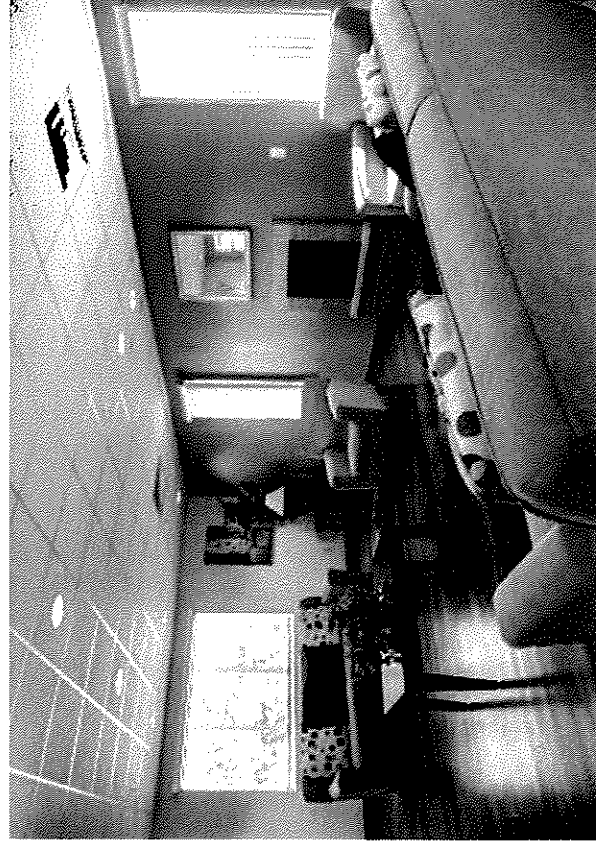
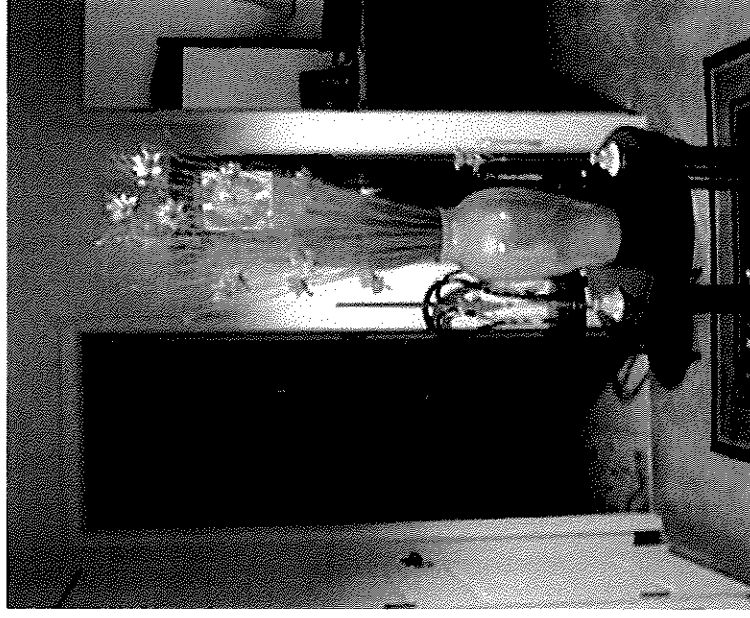
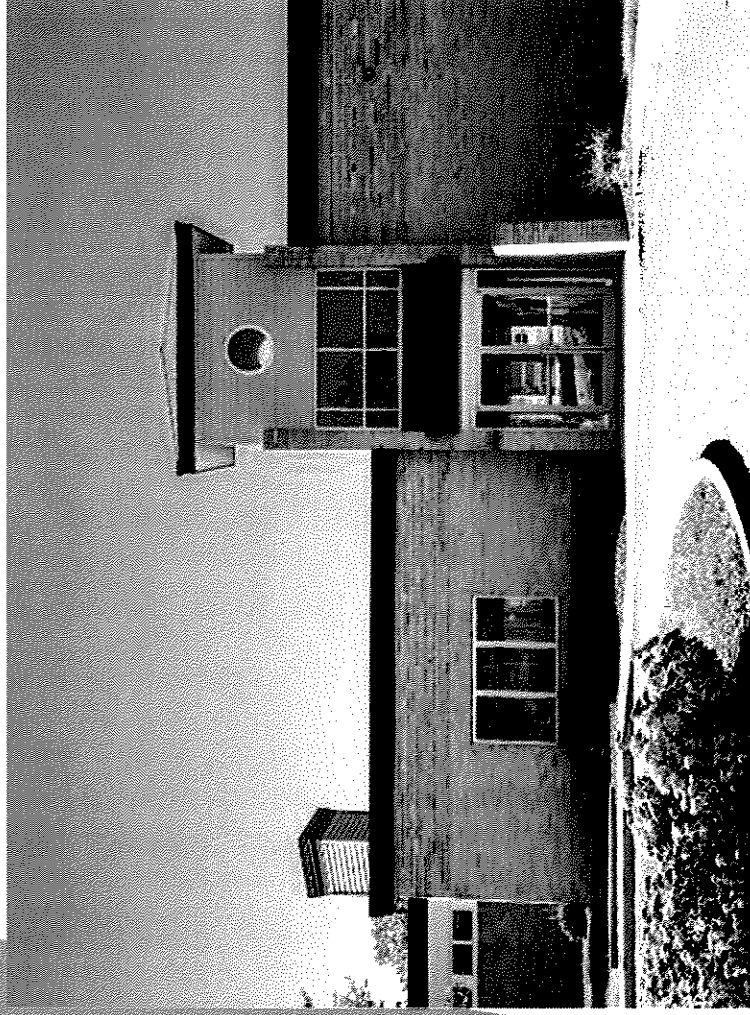
- Meals and Nutrition – Residents will be educated about the importance of good nutrition. In-Home and congregate meals will also be available daily
- Housekeeping – Light housekeeping services will be available to residents
- Transportation – The supportive services coordinator will ensure that adequate transportation services are available to residents at the site
- Assistance with Daily Needs – Residents will have access to caregiver assistance with daily needs
- Healthcare – Residents will be provided with information about referrals to home health services including services such as health care screenings, dental care, nursing care, rehabilitation and physical therapy, and chronic illness treatment
- Financial Literacy – Residents will have access to financial literacy, credits counseling and other basic education such as GED and ESL classes
- Education – Residents will have access to basic education, workforce /vocational training, education for mature adults, and other educational programs
- Jobs Programs – Residents will have access to jobs preparedness and job attainment programs
- Regularly Scheduled Activity Programs – The service coordinator, with the assistance of the on-site manager, will coordinate regularly scheduled cultural, social, recreational, and health and wellness programs. These programs will in part be driven by the expressed desires and interests of the residents. Programs may include activities such as gardening, exercise classes, informational healthcare forums, reading clubs, and educational lectures
- Resident Association – Working with the on-site manager, the service coordinator will provide accommodations for the support of a Resident Association
- Family Oriented Services – Credit Counseling / Personal Finance Training / Planning / Continuing Education / Job Training and Referrals / Life Skills Training / Day-Care and After-School Programs.



# Eagles Point - Historic Adaptive Re-Use, Eaton, Ohio

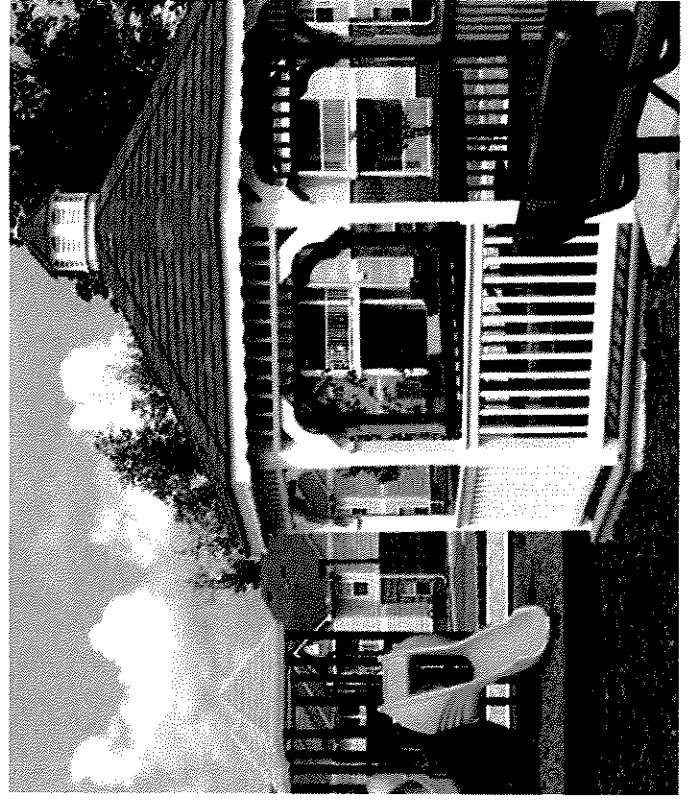
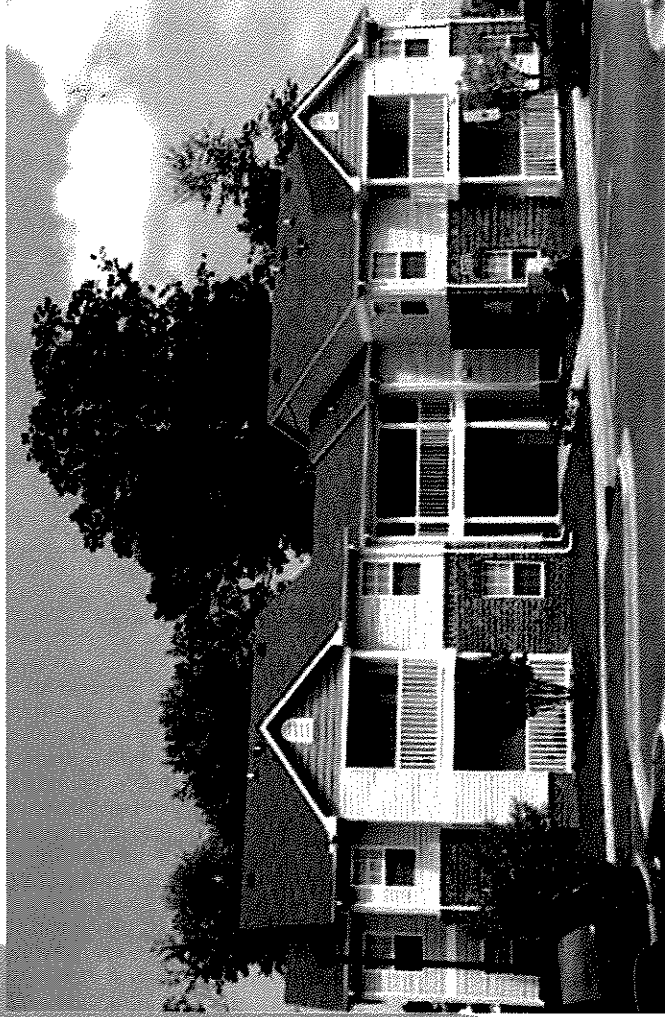


# Walnut Ridge - Historic Adaptive Re-Use, Indianapolis, IN

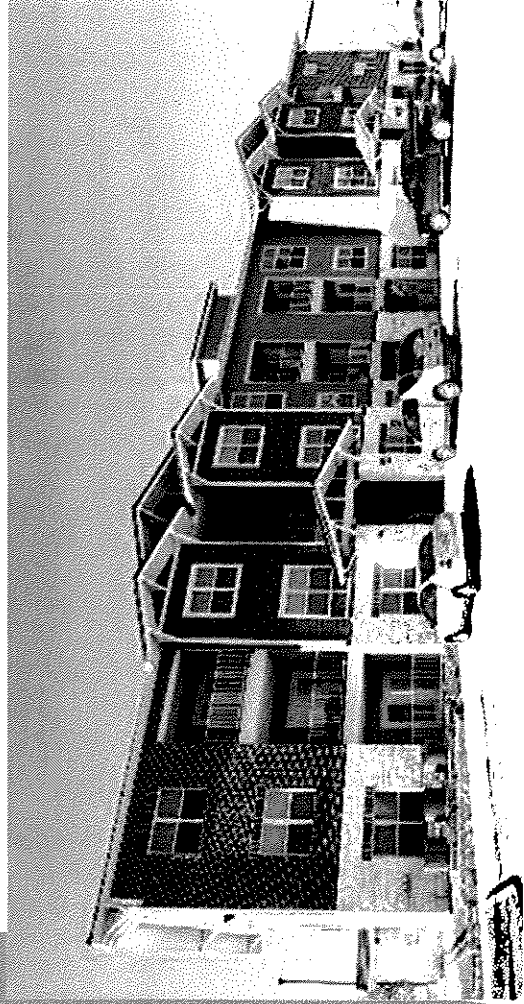




# Pinecrest - Walkertown, North Carolina



# Reserve at Quebec - Fort Worth, Texas

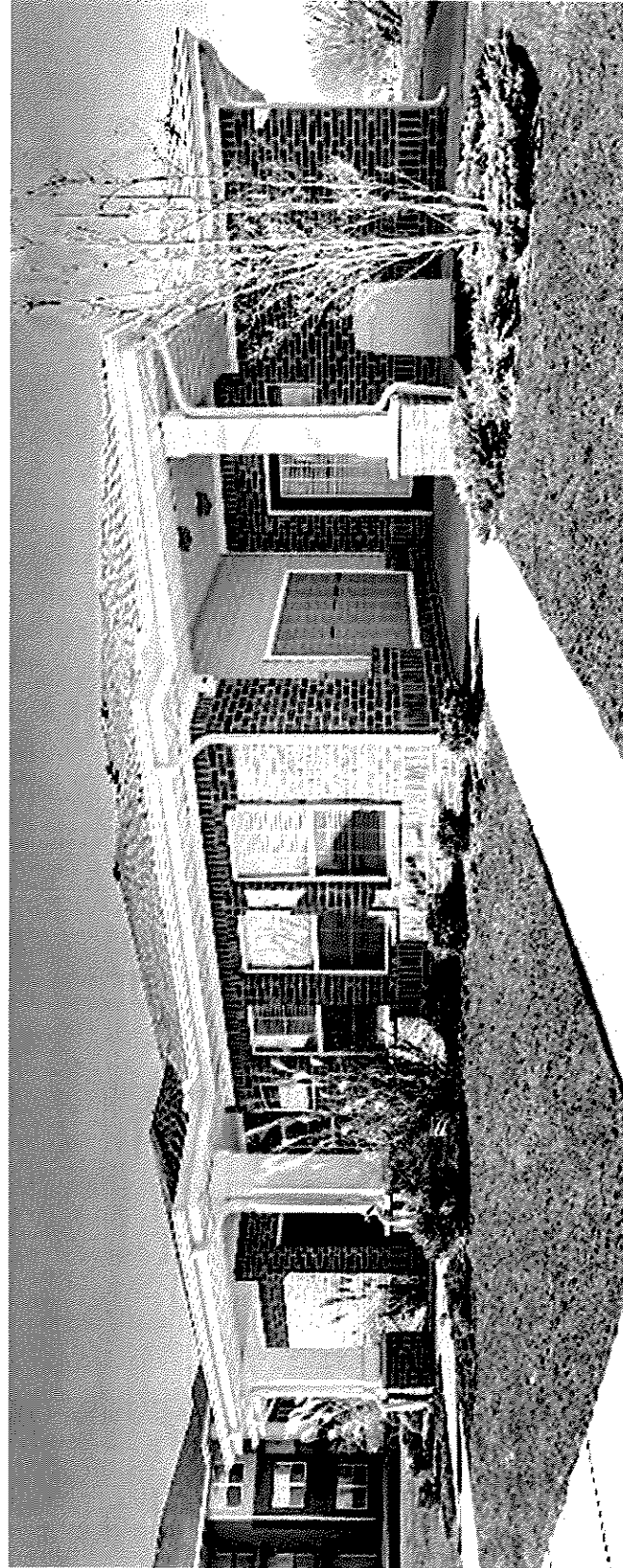
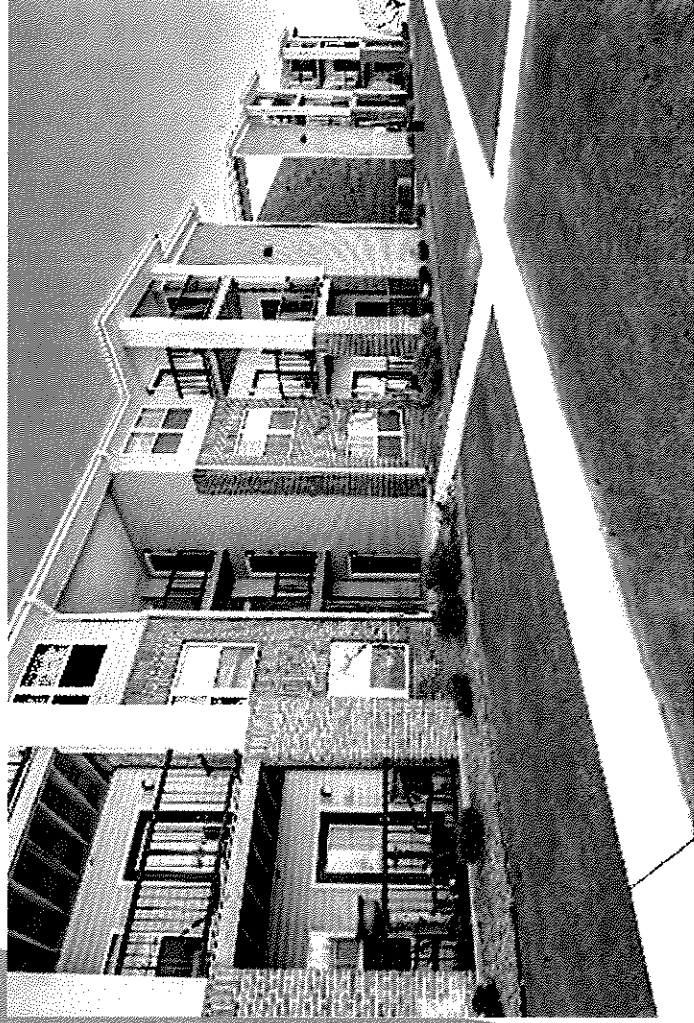




# Silversage Point at Western Center - Fort Worth, Texas

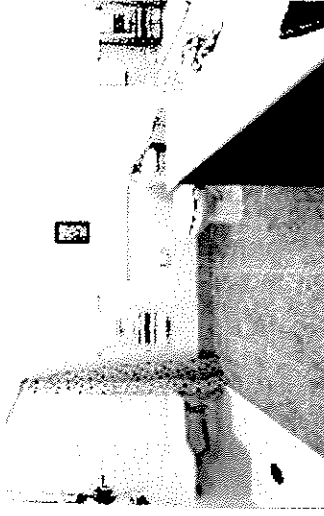
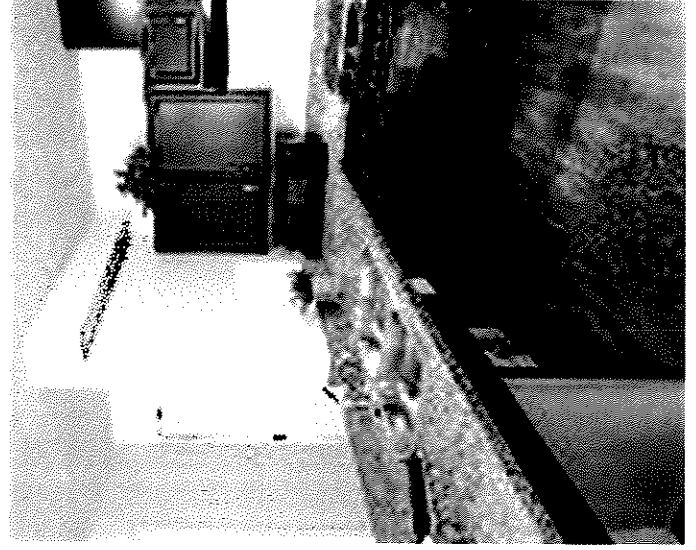
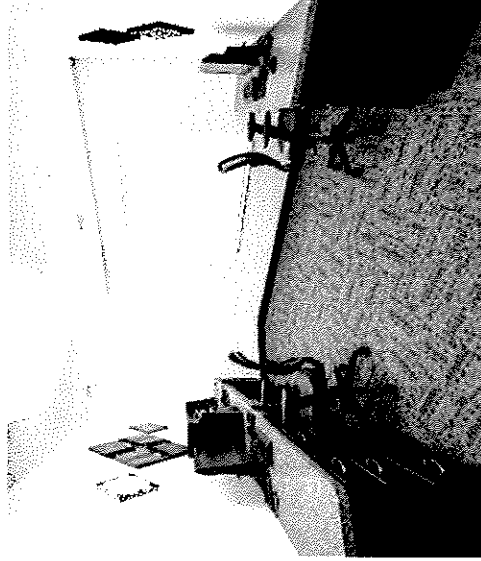
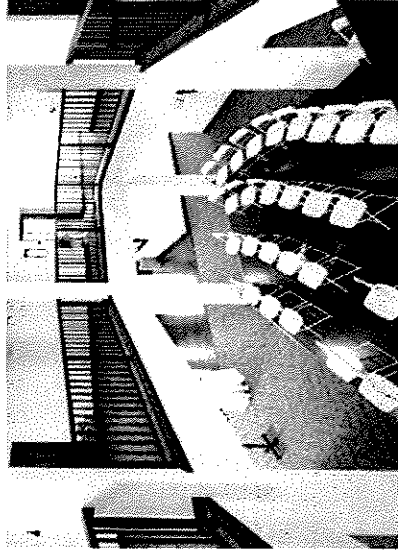


# Reserve at Spencer- Spencer, Oklahoma

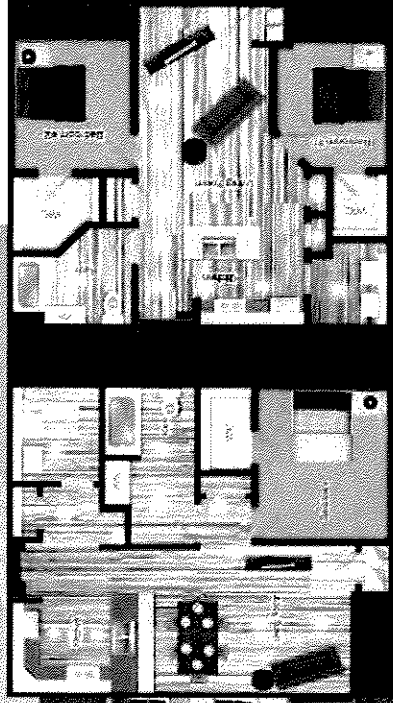
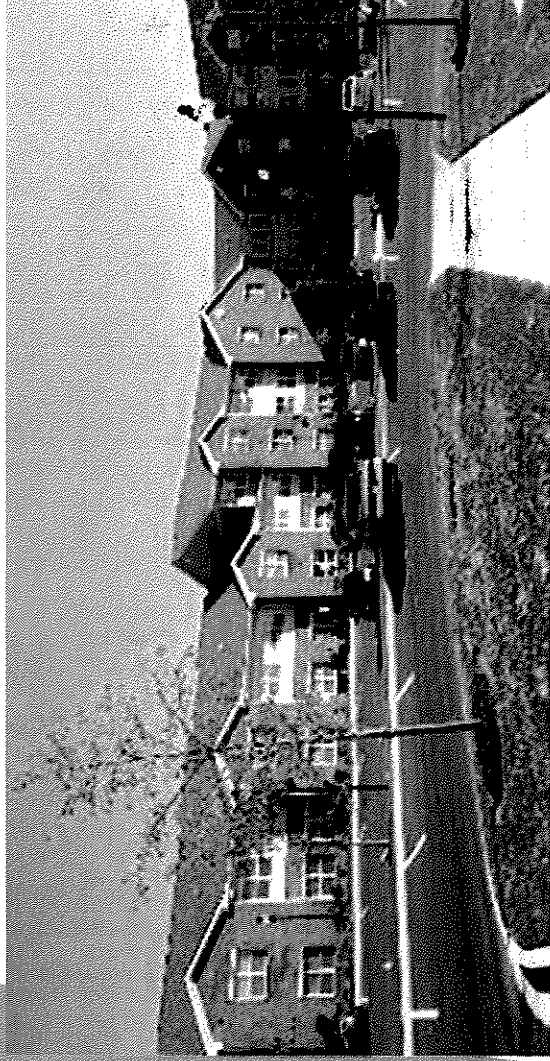




# Newton Place - Newton, Iowa



# Hamburg Senior Residence - Lexington, Kentucky

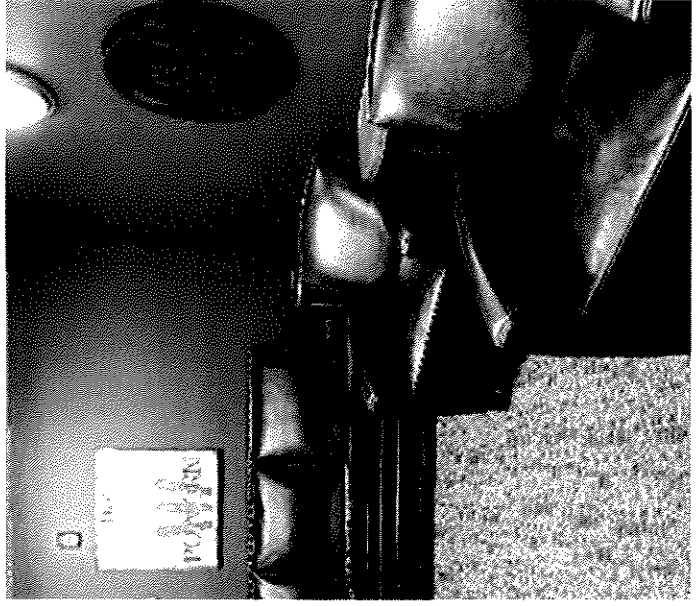




# Patterson Pointe - Bloomington, Indiana

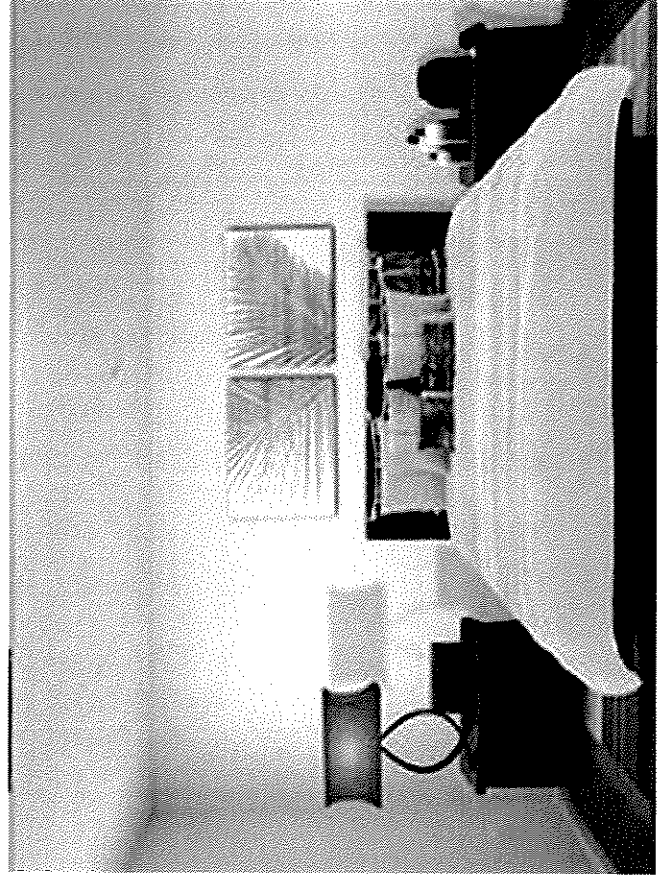


# One Penrose Place - Lawrence, Indiana





# Residence at Washington Street - Kokomo, Indiana





## **Empower People. Enhance Communities.**

Since our founding in 1993, MVAH Partners has been dedicated to quality, value and service. It's a commitment we continue today with a wide range of development, construction and property management experience.

We have developed, constructed, owned and managed more than 6,000 affordable and senior housing residential units. This includes over 99 properties in 15 states. MVAH has also received multiple awards in recognition of its successful affordable housing development business.

MVAH Partners is a recognized leader in the multi-family and senior housing business.

We have been developing, building, and managing quality multi-family and senior rental communities in the Midwest, Northeast, Southeast & Southwest for 25 years. Every MVAH Partners community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

### **Our Product Expertise & Experience includes:**

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Luxury Apartments
- Military Housing
- Student Housing
- Senior Living: Independent Living, Assisted Living, Skilled Nursing
- Home Owners Associations
- Retail and Office Space

### **Our committed professionals give our communities the competitive advantage and property value through:**

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at [www.mvahpartners.com](http://www.mvahpartners.com) to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."



**Empower People. Enhance Communities.**

## Residential Property Management

### Get the **maximum** from your investment

MVAH Partners brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:

- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting



### Let us **see to the details**

MVAH Partners provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:

- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively



### Keep your units at **ultimate capacity**

MVAH Partners also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:

- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace



**Empower People. Enhance Communities.**

<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
4 <sup>th</sup> Avenue Lofts	Clinton, IA	48	Multi-Family
Allegheny Pointe	Apollo, PA	52	Senior
Ashley Grove	Mt. Orab, OH	43	Senior
Boonville Homes	Boonville, IN	44	Single Family Homes
Bottle Works Lofts	Fort Wayne, IN	50	Multi/Single Family
Burkett Place	Washington, PA	48	Multi-Family
Cape's Landing Apartments	Fayetteville, NC	96	Multi-Family
Carriage Trails Senior Villas	Tipp City, OH	34	Senior
Carriage Trails Senior Village II	Tipp City, OH	46	Senior
Centerville Senior Lofts	Centerville, IA	44	Senior
Central Park Place	Columbus, IN	63	Senior
Cicero Senior Lofts	Cicero, IL	62	Senior
Cypress Lofts	Cedar Rapids, IA	51	Multi-Family
Delaware Place (Riverside Landing at)	Delaware, OH	63	Senior
Eaton Senior Villas	Eaton, OH	44	Senior
Edison Hill Commons	Parkersburg, WV	30	Multi-Family
Enclave	Winston-Salem, NC	68	Multi-Family
Enclave II	Winston-Salem, NC	96	Multi-Family
Faith Community	Crestline, OH	41	Senior
Francis Senior Lofts	Jackson, MI	45	Senior
Galena Estates	Galena, KS	40	Multi-Family
Gallatin Park	Gallatin, TN	48	Multi-Family
Gardens at Harvest Point	Augusta, GA	256	Multi-Family
Hamburg Senior Residence	Lexington, KY	62	Senior
Hampshire Landing	Joplin, MO	84	Multi-Family
Hampshire Landing II	Joplin, MO	48	Multi-Family
Harbor Town Senior Residence	Perrysburg, OH	69	Senior
Harmony Senior Village	Williamsburg, OH	30	Senior
Harrison Lofts	Muscataine, IA	52	Multi-Family
Indian Trace I	Oxford, OH	84	Multi-Family
Indian Trace II	Oxford, OH	76	Multi-Family
Jasper Lofts	Jasper, IN	67	Multi-Family
Jefferson Homes	Dayton, OH	40	Single Family Homes
Keokuk Senior Lofts	Keokuk, IA	45	Senior
Lake Towne Senior	Walbridge, OH	43	Senior
Landings at Steele Creek I	Charlotte, NC	72	Multi-Family
Landings at Steele Creek II	Charlotte, NC	48	Multi-Family
Lofts at Robert's	Muncie, IN	83	Senior
Lofts at St. Joseph's	Huntingburg, IN	45	Senior

<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
Madison Place Senior	Gastonia, NC	76	Senior
Market Street Lofts	East Liverpool, OH	45	Multi-Family
Meadow Vista Parkside	Altoona, IA	59	Multi-Family
Meadow Vista Senior Villas	Altoona, IA	50	Senior
Mallard Glen	Amelia, OH	96	Multi-Family
Morton Senior Residence	Morton, IL	61	Senior
Mulberry Street Properties	Harrisburg, PA	50	Multi-Family
New Lima Homes	Lima, OH	60	Single Family Homes
Newton Place Apartments	Newton, IA	53	Senior
Nia Heights	Toledo, OH	16	Single Family Homes
Oak Ridge Apartments	Nolanville, TX	48	Multi-Family
Omega Senior Lofts	Dayton, OH	81	Senior
One Penrose Place	Lawrence, IN	45	Senior
Oregon Senior Lofts	Oregon, OH	81	Senior
Palm House	Wooster, OH	62	Multi-Family
Park Lofts at Huntington	Huntington, IN	59	Senior
Patterson Pointe Senior Residence	Bloomington, IN	61	Senior
Pheasant Run Seniors	Dayton, OH	75	Senior
Pinecrest	Walkertown, NC	80	Multi-Family
Reserve at Engel Road	New Braunfels, TX	96	Multi-Family
Reserve at Hagan	Whitehouse, TX	72	Multi-Family
Reserve at Lakeview Landing	Huron, OH	45	Senior
Reserve at McAlister	Ft. Worth, TX	124	Senior
Reserve at Oak Spring	Clarksburg, WV	35	Multi-Family
Reserve at Quebec	Ft. Worth, TX	296	Multi-Family
Reserve at Spencer	Spencer, OK	54	Multi-Family
Residences at Eagles Point	Eaton, OH	40	Multi-Family
Ridgewood Heights	Dayton, OH	40	Single Family Homes
Rising at Phoenix	Dayton, OH	33	Single Family Homes
Riverside Senior Lofts	Riverside, OH	48	Senior
Riverview Bluffs	New Richmond, OH	36	Senior
RiverWorks Lofts	Riverside, OH	61	Multi-Family
Roosevelt Homes	Dayton, OH	43	Single Family Homes
Roosevelt Homes II	Dayton, OH	30	Single Family Homes
Siena Village Senior Living	Dayton, OH	108	Senior
Silversage Point at Western Center	Ft. Worth, TX	120	Multi-Family
South Saginaw Homes I	Saginaw, MI	49	Single Family Homes
South Saginaw Homes II	Saginaw, MI	42	Single Family Homes

<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
Southridge Senior Lofts	Des Moines, IA	52	Senior
Stoney Ridge Estates	Moraine, OH	25	Single Family Homes
Summit Pointe	Lawrenceburg, IN	83	Multi-Family
Sunlight Homes	Dayton, OH	33	Single Family Homes
Sylvania Senior Residence	Sylvania, OH	51	Senior
Twin Cedars I	Hickory, NC	36	Multi-Family
Twin Cedars II	Hickory, NC	72	Multi-Family
Twin Lakes Senior Villas	Rantoul, IL	42	Senior
Villas at Twin Cedars	Hickory, NC	40	Senior
Vine Street Lofts	Jasper, IN	62	Senior
Walkers Ridge	Greensburg, PA	84	Multi-Family
Walnut Ridge	Indianapolis, IN	78	Senior
Washington Square Homes	Dayton, OH	39	Single Family Homes
Washington Square Homes II	Dayton, OH	29	Single Family Homes
Washington Street Senior Residence	Kokomo, IN	54	Senior
Water Tower Park Senior Village	Gray, GA	72	Senior
Wauseon Senior Village	Wauseon, OH	48	Senior
Whitehouse Square Senior Village	Whitehouse, OH	32	Senior
Whitehouse Square Townhomes	Whitehouse, OH	55	Multi-Family
Worthington Creek	Parkersburg, WV	36	Senior





## Michael Riechman

Managing Partner  
President, MVAH Management LLC

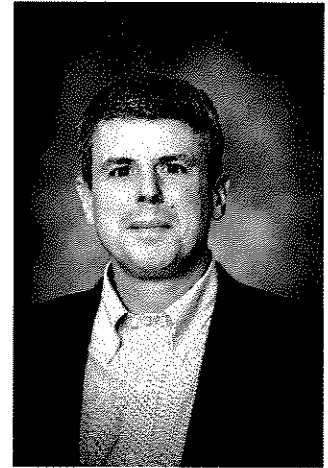
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5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210  
704-323-8938 ■ michael.riechman@mvaahpartners.com ■ www.mvaahpartners.com

### Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



### Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

### Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University



## Brian McGeady

Managing Partner  
Vice President, MVAH Management LLC

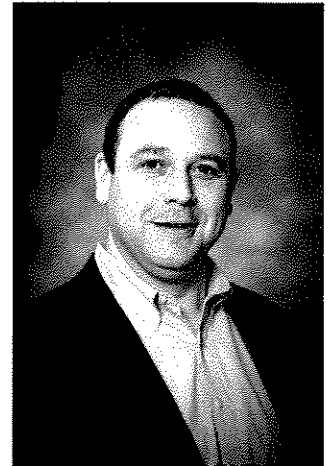
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513-964-1141 ■ [brian.mcgeady@mvaahpartners.com](mailto:brian.mcgeady@mvaahpartners.com) ■ [www.mvaahpartners.com](http://www.mvaahpartners.com)

### Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3<sup>rd</sup> largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



### Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

### Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

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## Katy Wendel

Regional Vice President

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513-964-1149 ■ [katy.wendel@mvahpartners.com](mailto:katy.wendel@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.



Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining MVAH Partners LLC, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

### Certifications

- Housing Credit Certified Professional (HCCP)

### Education

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

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## Katherine Vance

### Director of Regulatory Compliance

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513-964-1151 ■ [katherine.vance@mvahpartners.com](mailto:katherine.vance@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

#### Experience & Expertise

Katherine Vance is responsible for overseeing all compliance activities in connection with our portfolio of affordable communities. Her responsibilities include monthly reporting for all properties to investors, state agencies and our partners. She is responsible for program Compliance and internal customer support to all housing programs within the company portfolio. Katherine has over 20 years in the affordable housing industry.

- Monthly reporting of all properties in multiple states. Currently operating in 15 states.
- Training all staff to ensure all program requirements are met for multiple states.
- Completing the Utility Allowance Analysis and Rent Adjustments annually.
- Preparing monthly, quarterly and annual reports for owners and state agencies.
- Completion of all required LIHTC, HOME, RD, HUD, Bond, reporting for multiple states.
- Developed all policies and forms for the Compliance Department implementing state specific guidelines and updates as needed.
- Training of all site staff on software updates and changes. Adjusting policies to reflect changes in the system workflow process.

#### Certifications

- Housing Credit Certified Professional, (HCCP)
- Compliance Professional Executive, (NCP-E)
- Assisted Housing Manager, (AHM)
- Tax Credit Certified Specialist, (TaCCS)
- Certified Occupancy Specialist, (COS)
- Public Housing Manage, (PHM)

#### Education

- BBA, Northwood University

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## City of Flint PILOT Application

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### Tab B

### Project Description

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Project Name:

901 Flats



## **Project Description:**

### **I. Intended Usage/Target Market:**

LIHTC funding will allow the Garland Street development to provide young professionals, the workforce, and families of Flint new high-quality, affordable housing within a highly walkable downtown corridor near thousands of jobs and countless amenities and services. The proposed development will involve the new construction of 61 energy-efficient units containing the full spectrum of modern amenities. Units will target AMIs of up to 80% of local area median income (income averaging) with an average AMI of 55%. This will accommodate the various housing needs of young professionals, families, and the workforce demographic. Units will be desirable to singles, couples, and families with or without physical challenges.

The proposed project will feature (27) 1-bedrooms, (30) 2-bedroom, and (4) 4-Bedroom units. The diversity in units will be desirable to families of all ages and sizes. 4-bedroom units are rare in new apartment developments and even rarer to be in a central, downtown corridor. All units will offer modern/open floor plans featuring a living/dining area, full-size kitchen, spacious bedrooms, in-unit laundry connections, and an oversized bathroom. Additionally, ample storage will be provided in each unit, including a coat closet, linen closet, pantry, and walk-in closets in most bedrooms. The modern design and open floor plans offer many other amenities attractive to families.

### **II. Economic Impact:**

**Job Creation:** Construction activities are anticipated to create between 125 and 175 temporary jobs, which would last throughout the 13–14-month construction process. Once the property is in the lease-up stage, 2 permanent positions will be created. These include a property manager and a service technician. For the 13–14-month construction, most of, if not all sub-contractors will be from the local Flint area. Additionally, ongoing maintenance and repairs of the project will be from local contractors, i.e., roof repairs/maintenance, grass mowing, HVAC service, parking lot maintenance, etc.

**Total Investment:** We estimate we will invest approximately \$14,000,000 into the development of the Garland Street project. This investment equals approximately \$230,000 a unit.

**Other Impacts:** Our proposed development will provide affordable, quality, energy-efficient housing to those who desire to live, work, or play in the downtown Flint area. Residents can focus on growing their

careers, starting businesses, and creating families. This helps create a hub for innovation, provides stability to workers, and can create new, exciting businesses. Creating affordable housing will allow millennials, others early in their career or traditional workforce fields, (teachers, firefighters, police officers, etc.) to live, create, and grow without having to worry about finding stable housing.

### **III. Environmental Impact:**

The proposed development will be located at 901 Garland Street in downtown Flint. The site is presently a funeral home that was built prior to 1978. There is a chance, as with any building built before 1978, that the building will contain lead-based paint and or asbestos. The development team is prepared and has budgeted for any and all possibilities, as with any of our developments. A phase I and a phase II environmental assessment report will be completed on the property. These will help us reveal any possible health or environmental concerns, which will be mitigated to the highest degree possible. The development team has budgeted \$100,000 for environmental mitigation. Further, we will be working closely to MDEQ standards. The property will be built to high energy efficiency standards, including obtaining a National Green Building Standard (NGBS) Certification, and will feature many high-performance housing characteristics, sustainable development characteristics, universal design features, and low-impact construction processes. (See bonus point tab K for further detail)

### **IV. Impact on City Infrastructure:**

The project will be an infill site within a developed downtown corridor. Adding to the fact we are going to develop where a property was, we will utilize and maximize existing utilities. This will have minimal to zero impact on city-based utilities. Completing an infill development will essentially allow us to easily and directly hook up to existing utilities. Additionally, as our site is within walking distance to several bus stops, we will help the Flint MTA maximize ridership and public transit usage. Ultimately leading to more riders on the MTA and a more connected downtown corridor.

### **V. Impact on City Services:**

Similarly, to the above, the proposed development will have zero negative impact on city services. The proposed affordable development will provide stability to residents' lives as well as provide a linkage to local services. These will help improve household stability, reduce long-term poverty, and ultimately reduce crime. Additionally, our building will be erected to high energy efficiency standards and be built using the latest fire-retardant materials and processes. Plus, because of stable housing, residents can

further focus on their careers and or starting businesses, and the fact that new affordable housing could lead to a population growth in downtown, there will be more tax dollars for the city.

#### **VI. Square Footages**

901 Garland Street is a 2.62-acre site. We will be using approximately half the site for this workforce development. This will leave the other half for future development. The development team would wish to pursue a senior independent development for the other half of the site in upcoming MSHDA rounds. This could create a highly connected, walkable, multi-generational campus, allowing residents to seamlessly age in place. This singular, multi-generational campus would have access to countless parks, Hurley Medical Center, University of Michigan, the YMCA, low-cost transit, and countless other desirable services and amenities. Our proposed development will comprise 61 total units with a combination of 1, 2, and 4 bedrooms. The building will be approximately 50,000 square feet. The average unit will be about 835 square feet with a plethora of on-site amenities.

#### **VII. Architectural Renderings:**

The Garland Street project will feature (27) 1-bedrooms and (30) 2-bedroom multifamily units in a 3-4 story, elevator-served building. There will also be (4) 4-Bedroom townhome units. All 61 units will be 100% accessible and feature a plethora of modern amenities and energy-efficient features. Further, both buildings will be built to incorporate the values, design, and aura of the surrounding downtown Flint area. We have attached a few photos of a recent development we completed that we believe would fit well within the downtown corridor, however; we are open to local suggestions on how to best integrate our building from an architectural and functional standpoint. Please see the pages below.

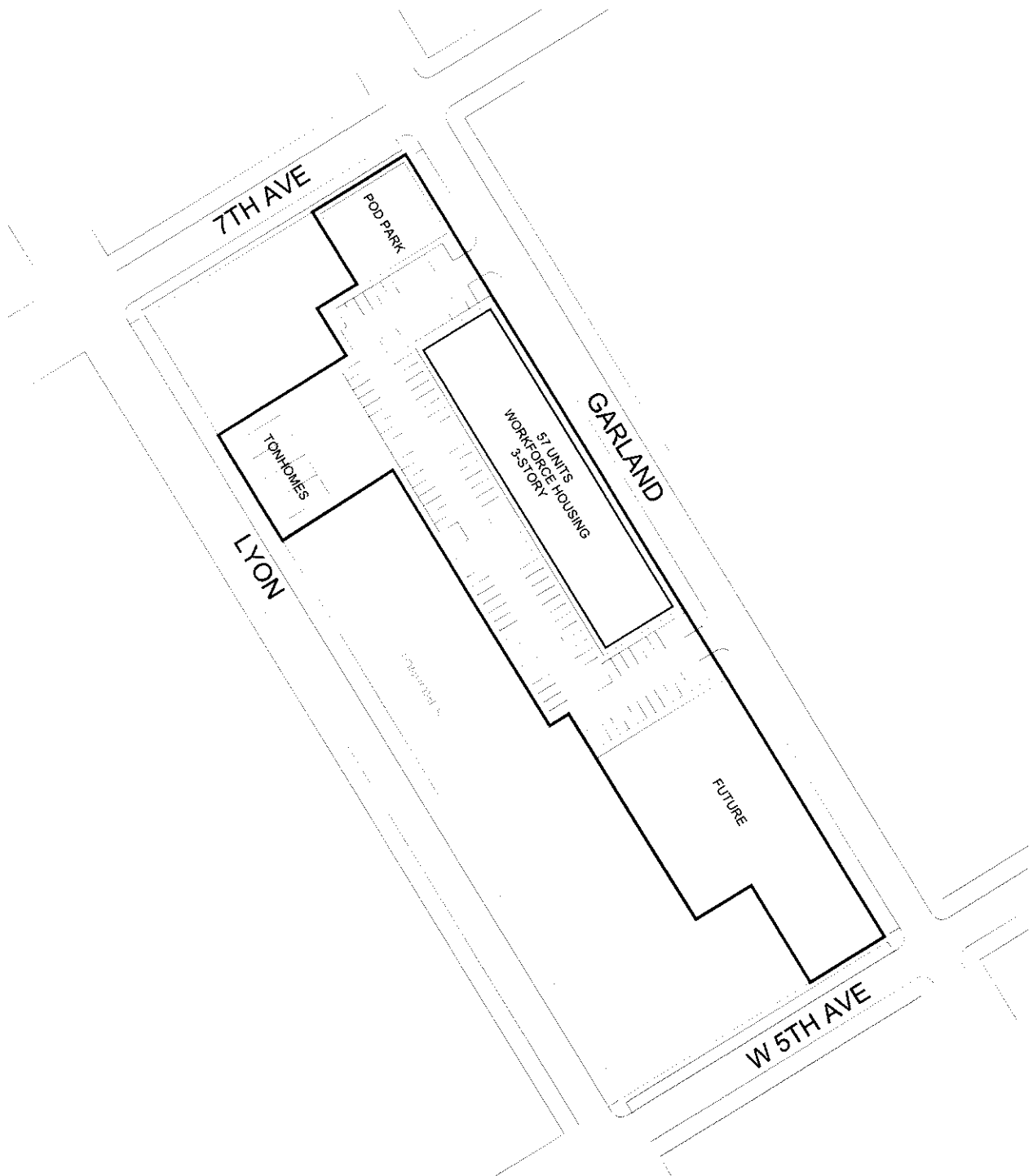
#### **VIII. Other Information:**

**Long Term Ownership:** While most developers sell their projects upon completion, we do not. We retain ownership of our projects forever, and we plan on doing the same with this proposed development. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 7 years ago, we completed an \$8,000,000 renovation to the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality.

**Project Amenities:** The development will feature community spaces and amenities in a centralized, elevator-served building. From the main entry, residents and guests will be welcomed by the on-site management office. The building will also contain a large community room with a kitchenette and serving



island/bar, which will serve as the center for community meetings/activities. The building will also offer a fitness center (cardio equipment, lightweights, and yoga/stretch area), and a computer center (computers, internet access, copier/scanner). Security is also a key amenity. This is addressed by providing secured access to the building, parking/entry lighting, unit door peepholes, smoke detectors, and in-unit fire extinguishers. Outdoor amenities will include a pod park.

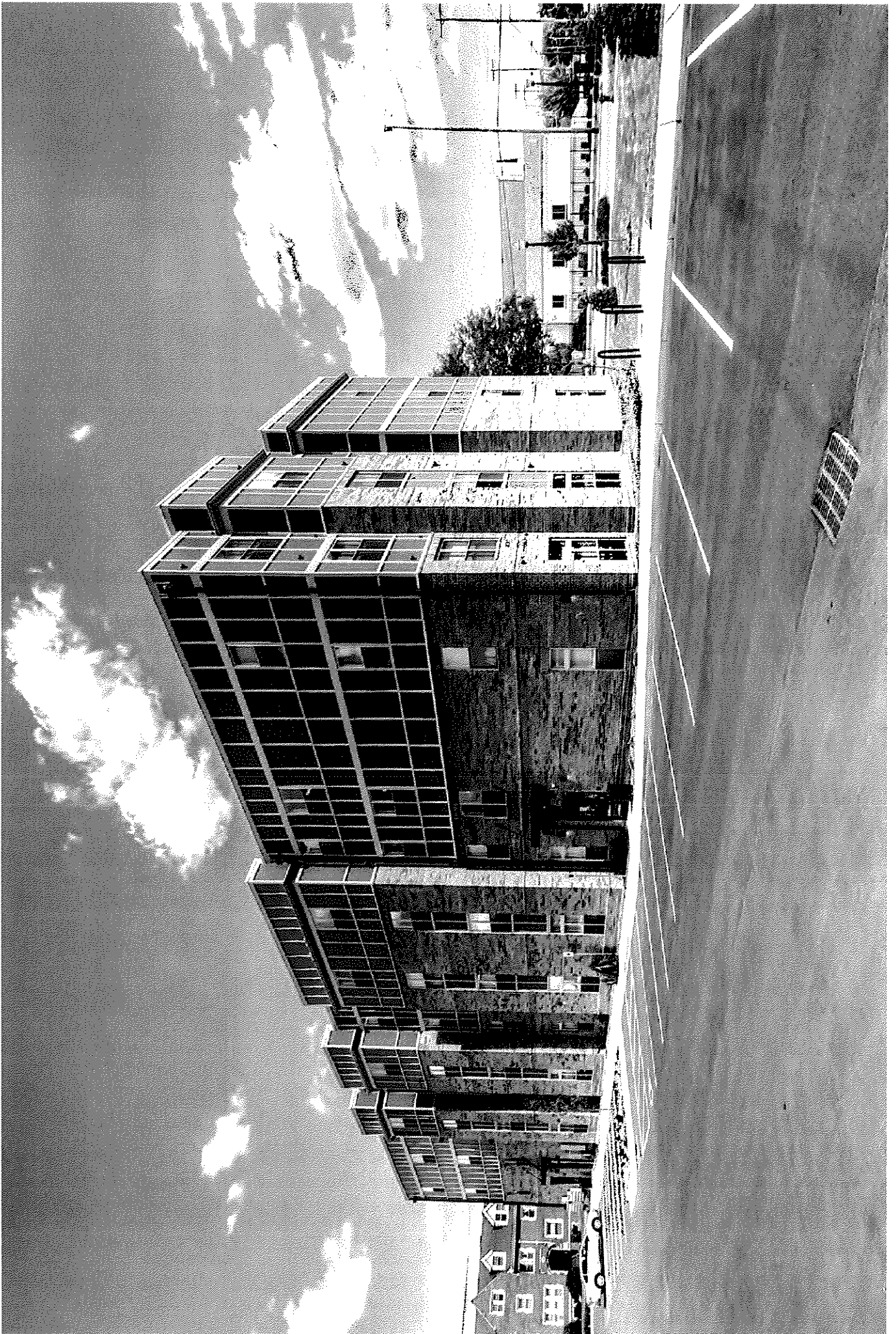




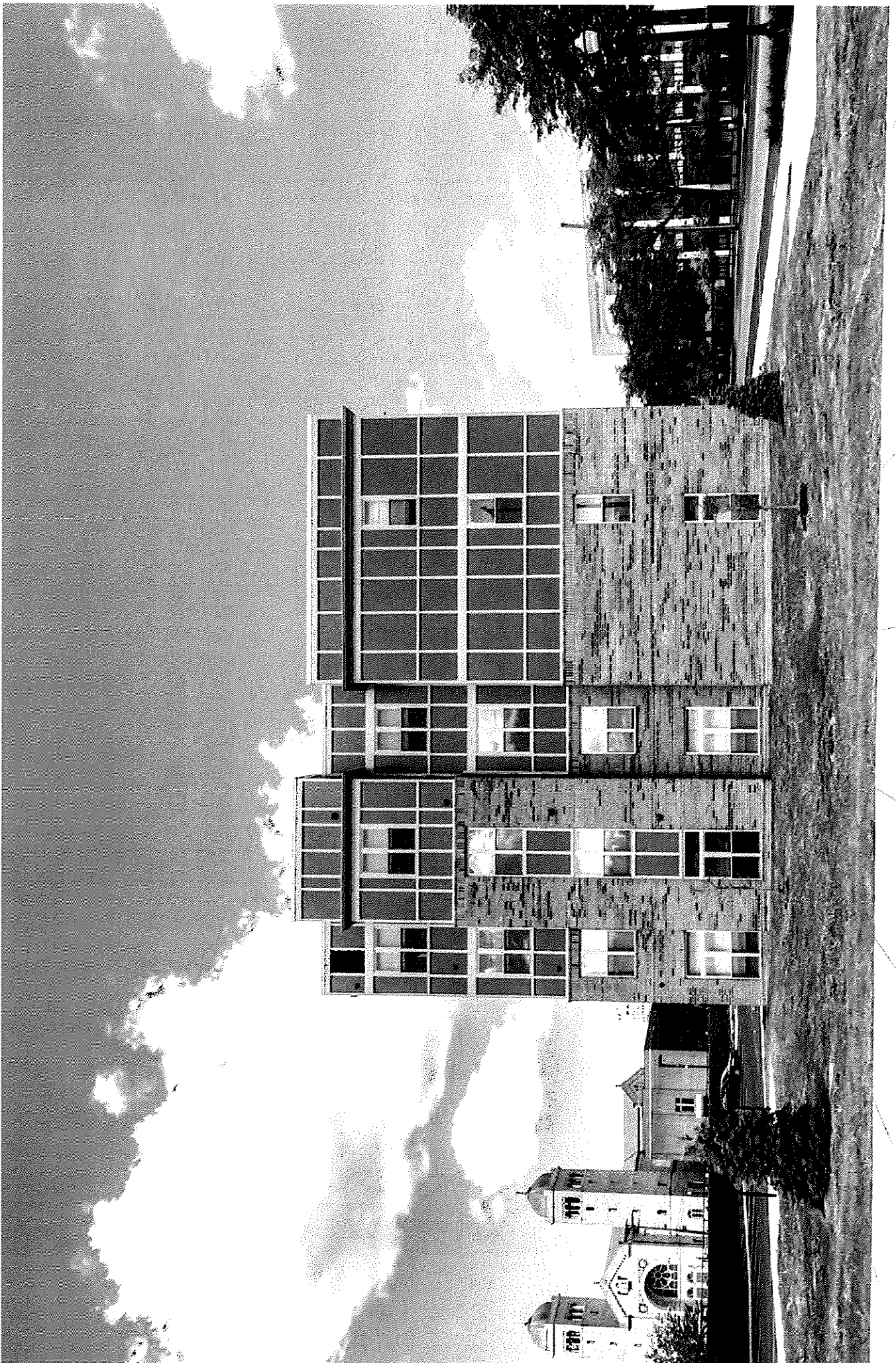




















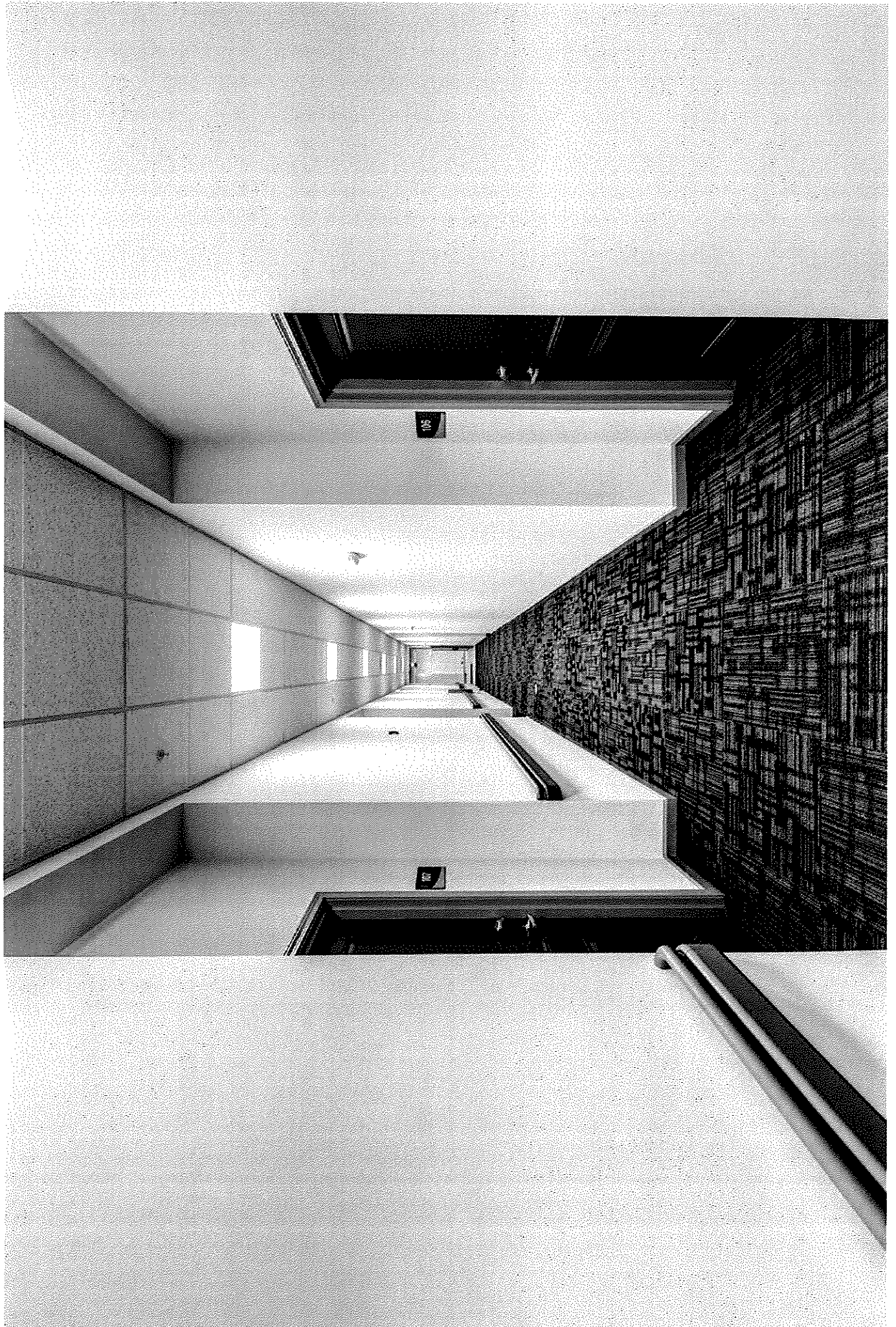


















VISIONS  
CONSTRUCTION

MVAH  
PARTNERS Artist Rendering - Concept Only





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## **City of Flint PILOT Application**

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### **Tab C**

### **Project Marketing/Target Market**

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Project Name:

901 Flats



## **Project Marketing & Target Market:**

The Garland Street project will be marketed to singles, couples, and families of all sizes. Units will be 100% accessible and will feature many modern amenities. The central downtown location provides walkable access to thousands of nearby jobs and countless nearby amenities and services. The development will be well within a mile of Hurley Medical Center, The University of Michigan's Flint campus, several parks, low-cost transit, and, among much more. Downtown living combined with the accessibility features will make the project desirable to a diverse range of tenants. Further, with 1-, 2-, and 4-bedroom units, families of all ages and sizes will find what they are looking for. Additionally, the development team will be using approximately half the 2.6-acre site for this development. We plan on using the other half for a future senior independent development, which will create a multi-generational campus within a walkable, highly connected downtown corridor. This will seamlessly allow residents to age in place and enjoy nearby desirable amenities and services.

All marketing and management will be completed by our in-house property management company, MVAH Management. MVAH Management manages most of our portfolio and some third-party projects for others. We have attached our full company resume in tab A, background information, however, we have attached our management company's resume below.

The Garland Street development will not be speculative. We retain ownership of our projects forever, and we will do the same with this development. In fact, our very first development in Lawrenceburg, Indiana, is still in our ownership after 25+ years. 6 years ago, we completed an \$8,000,000 renovation to the property to assure its quality for the next 25 years. We intend to approach the Garland Street project with the same goal – owning forever and maintaining to the highest degree and quality.

We expect 100% occupancy within 7-8 months. This is a conservative estimate, as most of our developments of similar size and scope lease much quicker.



## **Empower People. Enhance Communities.**

Since our founding in 1993, MVAH Partners has been dedicated to quality, value and service. It's a commitment we continue today with a wide range of development, construction and property management experience.

We have developed, constructed, owned and managed more than 6,000 affordable and senior housing residential units. This includes over 99 properties in 15 states. MVAH has also received multiple awards in recognition of its successful affordable housing development business.

MVAH Partners is a recognized leader in the multi-family and senior housing business.

We have been developing, building, and managing quality multi-family and senior rental communities in the Midwest, Northeast, Southeast & Southwest for 25 years. Every MVAH Partners community is strategically operated and marketed to create a consistent experience of quality, value, and satisfaction for property owners and their residents alike. In every relationship, we work to offer solutions and support that maximize your property's value and minimize your time and work commitment.

### **Our Product Expertise & Experience includes:**

- Tax Credit, IRS Section 42, Apartments, Villas, and Single Family Homes
- Rehabs, Adaptive Reuse of Existing Buildings
- Luxury Apartments
- Military Housing
- Student Housing
- Senior Living: Independent Living, Assisted Living, Skilled Nursing
- Home Owners Associations
- Retail and Office Space

### **Our committed professionals give our communities the competitive advantage and property value through:**

- A steadfast, customer-centric approach
- An experienced and professional management team
- Outstanding history of managing successful developments, including renovations, new construction supervision and lease-up
- Support staff that includes Marketing, Training, Maintenance and Accounting Professionals
- Developing strategic marketing and leasing programs
- Planning and executing preventive maintenance to preserve value
- Creating efficiencies through state of the art procurement systems
- Management fee proposals that align our goals with those of our Owners
- Advanced Technology & Information Systems
- Risk Management and Insurance expertise
- Providing Section 42, tax credit compliance expertise

Please visit our website at [www.mvahpartners.com](http://www.mvahpartners.com) to learn more about how our management team can maximize the performance of your real estate investment and provide your "total real estate solutions."

**Empower People. Enhance Communities.**

## Residential Property Management

### Get the **maximum** from your investment

MVAH Partners brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:

- A management proposal that ensures our plans and procedures support your goals
- Time-tested, efficient property management procedures that elevate your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that manages costs and delivers efficiencies
- Industry-leading insight and knowledge, including comprehensive experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting



### Let us **see to the details**

MVAH Partners provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:

- Preventive maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in **Green Technology** to assure your facilities always operate cost-effectively



### Keep your units at **ultimate capacity**

MVAH Partners also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the greatest possible rent levels. It's a continuing commitment that includes:

- Developing strategic marketing and leasing programs that focus on your facilities – and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace



<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
4 <sup>th</sup> Avenue Lofts	Clinton, IA	48	Multi-Family
Allegheny Pointe	Apollo, PA	52	Senior
Ashley Grove	Mt. Orab, OH	43	Senior
Boonville Homes	Boonville, IN	44	Single Family Homes
Bottle Works Lofts	Fort Wayne, IN	50	Multi/Single Family
Burkett Place	Washington, PA	48	Multi-Family
Cape's Landing Apartments	Fayetteville, NC	96	Multi-Family
Carriage Trails Senior Villas	Tipp City, OH	34	Senior
Carriage Trails Senior Village II	Tipp City, OH	46	Senior
Centerville Senior Lofts	Centerville, IA	44	Senior
Central Park Place	Columbus, IN	63	Senior
Cicero Senior Lofts	Cicero, IL	62	Senior
Cypress Lofts	Cedar Rapids, IA	51	Multi-Family
Delaware Place (Riverside Landing at)	Delaware, OH	63	Senior
Eaton Senior Villas	Eaton, OH	44	Senior
Edison Hill Commons	Parkersburg, WV	30	Multi-Family
Enclave	Winston-Salem, NC	68	Multi-Family
Enclave II	Winston-Salem, NC	96	Multi-Family
Faith Community	Crestline, OH	41	Senior
Francis Senior Lofts	Jackson, MI	45	Senior
Galena Estates	Galena, KS	40	Multi-Family
Gallatin Park	Gallatin, TN	48	Multi-Family
Gardens at Harvest Point	Augusta, GA	256	Multi-Family
Hamburg Senior Residence	Lexington, KY	62	Senior
Hampshire Landing	Joplin, MO	84	Multi-Family
Hampshire Landing II	Joplin, MO	48	Multi-Family
Harbor Town Senior Residence	Perrysburg, OH	69	Senior
Harmony Senior Village	Williamsburg, OH	30	Senior
Harrison Lofts	Muscataine, IA	52	Multi-Family
Indian Trace I	Oxford, OH	84	Multi-Family
Indian Trace II	Oxford, OH	76	Multi-Family
Jasper Lofts	Jasper, IN	67	Multi-Family
Jefferson Homes	Dayton, OH	40	Single Family Homes
Keokuk Senior Lofts	Keokuk, IA	45	Senior
Lake Towne Senior	Walbridge, OH	43	Senior
Landings at Steele Creek I	Charlotte, NC	72	Multi-Family
Landings at Steele Creek II	Charlotte, NC	48	Multi-Family
Lofts at Robert's	Muncie, IN	83	Senior
Lofts at St. Joseph's	Huntingburg, IN	45	Senior

<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
Madison Place Senior	Gastonia, NC	76	Senior
Market Street Lofts	East Liverpool, OH	45	Multi-Family
Meadow Vista Parkside	Altoona, IA	59	Multi-Family
Meadow Vista Senior Villas	Altoona, IA	50	Senior
Mallard Glen	Amelia, OH	96	Multi-Family
Morton Senior Residence	Morton, IL	61	Senior
Mulberry Street Properties	Harrisburg, PA	50	Multi-Family
New Lima Homes	Lima, OH	60	Single Family Homes
Newton Place Apartments	Newton, IA	53	Senior
Nia Heights	Toledo, OH	16	Single Family Homes
Oak Ridge Apartments	Nolanville, TX	48	Multi-Family
Omega Senior Lofts	Dayton, OH	81	Senior
One Penrose Place	Lawrence, IN	45	Senior
Oregon Senior Lofts	Oregon, OH	81	Senior
Palm House	Wooster, OH	62	Multi-Family
Park Lofts at Huntington	Huntington, IN	59	Senior
Patterson Pointe Senior Residence	Bloomington, IN	61	Senior
Pheasant Run Seniors	Dayton, OH	75	Senior
Pinecrest	Walkertown, NC	80	Multi-Family
Reserve at Engel Road	New Braunfels, TX	96	Multi-Family
Reserve at Hagan	Whitehouse, TX	72	Multi-Family
Reserve at Lakeview Landing	Huron, OH	45	Senior
Reserve at McAlister	Ft. Worth, TX	124	Senior
Reserve at Oak Spring	Clarksburg, WV	35	Multi-Family
Reserve at Quebec	Ft. Worth, TX	296	Multi-Family
Reserve at Spencer	Spencer, OK	54	Multi-Family
Residences at Eagles Point	Eaton, OH	40	Multi-Family
Ridgewood Heights	Dayton, OH	40	Single Family Homes
Rising at Phoenix	Dayton, OH	33	Single Family Homes
Riverside Senior Lofts	Riverside, OH	48	Senior
Riverview Bluffs	New Richmond, OH	36	Senior
RiverWorks Lofts	Riverside, OH	61	Multi-Family
Roosevelt Homes	Dayton, OH	43	Single Family Homes
Roosevelt Homes II	Dayton, OH	30	Single Family Homes
Siena Village Senior Living	Dayton, OH	108	Senior
Silversage Point at Western Center	Ft. Worth, TX	120	Multi-Family
South Saginaw Homes I	Saginaw, MI	49	Single Family Homes
South Saginaw Homes II	Saginaw, MI	42	Single Family Homes





**Empower People. Enhance Communities.**

<b>Community</b>	<b>Location</b>	<b>Units</b>	<b>Type</b>
Southridge Senior Lofts	Des Moines, IA	52	Senior
Stoney Ridge Estates	Moraine, OH	25	Single Family Homes
Summit Pointe	Lawrenceburg, IN	83	Multi-Family
Sunlight Homes	Dayton, OH	33	Single Family Homes
Sylvania Senior Residence	Sylvania, OH	51	Senior
Twin Cedars I	Hickory, NC	36	Multi-Family
Twin Cedars II	Hickory, NC	72	Multi-Family
Twin Lakes Senior Villas	Rantoul, IL	42	Senior
Villas at Twin Cedars	Hickory, NC	40	Senior
Vine Street Lofts	Jasper, IN	62	Senior
Walkers Ridge	Greensburg, PA	84	Multi-Family
Walnut Ridge	Indianapolis, IN	78	Senior
Washington Square Homes	Dayton, OH	39	Single Family Homes
Washington Square Homes II	Dayton, OH	29	Single Family Homes
Washington Street Senior Residence	Kokomo, IN	54	Senior
Water Tower Park Senior Village	Gray, GA	72	Senior
Wauseon Senior Village	Wauseon, OH	48	Senior
Whitehouse Square Senior Village	Whitehouse, OH	32	Senior
Whitehouse Square Townhomes	Whitehouse, OH	55	Multi-Family
Worthington Creek	Parkersburg, WV	36	Senior

**Empower People. Enhance Communities.**



# Michael Riechman

Managing Partner  
President, MVAH Management LLC

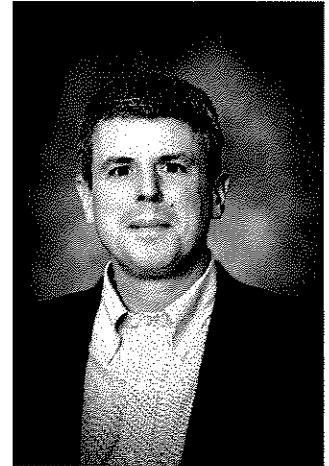
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5950 Fairview Road, Suite 402 ■ Charlotte, NC 28210  
704-323-8938 ■ michael.riechman@mvahpartners.com ■ www.mvahpartners.com

## Experience & Expertise

Michael Riechman is founding member and Managing Partner of MVAH Partners, an affordable housing developer, owner, and operator. Prior to MVAH Partners, he was a member of the Executive Team of Miller-Valentine Group and responsible for the Investment Management platform that includes capital raising, investment structuring, investor relations, property management, asset management, accounting and compliance.

Prior to joining Miller-Valentine, Michael was a Senior Managing Director and head of the Affordable Housing equity group at Centerline Capital Group. His responsibilities included syndications and portfolio dispositions. He was a member of the Executive Management Team. Prior to Centerline, he was with RBC Capital Markets where he spent eight years, most recently as Managing Director responsible for tax credit investments. There he led the tax credit syndication platform that included: originations and syndications, investments, pricing and structuring. The syndication platform had an annual investment volume of approximately \$600 Million.



## Professional Associations

- Member, NH&RA (National Housing & Rehabilitation Association)
- Member, HAG (Housing Advisory Group)

## Education

- B.B.A., Accounting, University of Cincinnati
- M.B.A., Finance/Real Estate, American University



## Brian McGeady

Managing Partner  
Vice President, MVAH Management LLC

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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1141 ■ [brian.mcgeady@mvapartners.com](mailto:brian.mcgeady@mvapartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Brian McGeady guides the development activities of MVAH Partners and is responsible for the strategic planning, acquisitions, development process, feasibility analysis and the creation of strategic housing partnerships with both non-profit and for-profit organizations. Under Brian's leadership, the group has produced an average of nine, 9% tax credit allocations over the last eight years. In 2016, the company was named the 3<sup>rd</sup> largest affordable housing developer in the country for new units created. Product types include senior communities, multifamily and single family homes financed with both 9% and 4% credits.

His expertise includes the development of new construction, rehabilitation, and adaptive reuse properties into affordable housing. In 2004 through 2005, he was with Paramount Financial Group, underwriting tax credit properties; involved in more than \$150 million of equity investment.



### Professional Associations

- Vice President, Ohio Housing Council
- Board, Mother Teresa Catholic Elementary
- Member, National Associate of Home Builders
- Member, HAG (Housing Advisory Group)
- Former Board Member, March of Dimes, Southwest Ohio Chapter

### Education

- B.S., Finance, University of Dayton
- M.B.A., University of Cincinnati

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## Katy Wendel

Regional Vice President

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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1149 ■ [katy.wendel@mvahpartners.com](mailto:katy.wendel@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Katy Wendel is responsible for overseeing the property management portfolio comprised of six regions and eighty-six properties covering 15 states. She supervises 6 regional managers with portfolios of stabilized and pre-stabilized properties that are in various stages of lease up. Katy focuses on finding new opportunities to improve operations while collaborating with the compliance department to ensure joint expectations are met. She assists in creating accurate budgets that increase financial performance to maximize operating income. In addition, Katy is responsible for expense control, accounts payable, accounts receivable, payroll and capital expenditures. She has a passion for the affordable housing industry and inspires her team through her leadership and knowledge. She maintains staffing through hiring, onboarding, coaching, and counseling associates. Katy is head of coordinating inspections and audits with bank examiners, equity partners, state & local agencies and officials. She ensures staff is compliant with Federal, State, and Local fair housing laws.



Katy has nearly 30 years' experience in residential property management with the last 19 years focused primarily with the affordable housing division. Prior to joining MVAH Partners LLC, Katy was in a similar role with Miller-Valentine Group with the current portfolio for the past five years. Prior to Regional Vice President, she held roles of Regional Manager and Community Manager in both Conventional and Tax Credit properties.

### Certifications

- Housing Credit Certified Professional (HCCP)

### Education

- B.A., School of Journalism, Concentration in Advertising, The Ohio State University

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**Empower People. Enhance Communities.**



## Katherine Vance

Director of Regulatory Compliance

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9100 Centre Pointe Drive, Suite 210 ■ West Chester, OH 45069  
513-964-1151 ■ [katherine.vance@mvahpartners.com](mailto:katherine.vance@mvahpartners.com) ■ [www.mvahpartners.com](http://www.mvahpartners.com)

### Experience & Expertise

Katherine Vance is responsible for overseeing all compliance activities in connection with our portfolio of affordable communities. Her responsibilities include monthly reporting for all properties to investors, state agencies and our partners. She is responsible for program Compliance and internal customer support to all housing programs within the company portfolio. Katherine has over 20 years in the affordable housing industry.

- Monthly reporting of all properties in multiple states. Currently operating in 15 states.
- Training all staff to ensure all program requirements are met for multiple states.
- Completing the Utility Allowance Analysis and Rent Adjustments annually.
- Preparing monthly, quarterly and annual reports for owners and state agencies.
- Completion of all required LIHTC, HOME, RD, HUD, Bond, reporting for multiple states.
- Developed all policies and forms for the Compliance Department implementing state specific guidelines and updates as needed.
- Training of all site staff on software updates and changes. Adjusting policies to reflect changes in the system workflow process.

### Certifications

- Housing Credit Certified Professional, (HCCP)
- Compliance Professional Executive, (NCP-E)
- Assisted Housing Manager, (AHM)
- Tax Credit Certified Specialist, (TaCCS)
- Certified Occupancy Specialist, (COS)
- Public Housing Manage, (PHM)

### Education

- BBA, Northwood University

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## City of Flint PILOT Application

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### Tab D

### Ownership Description/Tax Information

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Project Name:

901 Flats



## **Ownership & Tax Information:**

### **I. Location:**

The proposed development will be located at 901 Garland Street, Flint, Michigan 48503. Parcel Number: 40-12-406-036. The full legal description is attached below.

### **II. Current Property Owner:**

The property is presently owned by AIS OF MICHIGAN, LLC, a Michigan-based LLC

### **III. Option to Purchase:**

The owners of AIS OF MICHIGAN, LLC are presently having our PSA reviewed by their attorney. We have attached our unsigned draft PSA on the last pages.

### **IV. Any and all Liens on the Property:**

None – N/A

### **V. Current Assessed Value of Property:**

\$306,400. See documentation below

### **VI. Other Assessments under Appeal:**

None – N/A



**SCHEDULE A  
LEGAL DESCRIPTION**


File Number **GT-98047**

Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.  
Tax Id. #40-12-406-036

Parcel # 40-12-406-036  
I hereby certify that all taxes and/or tax liens payable to the City Treasurer have not been paid. This does not include water bills. This certification is for recording purposes and does not relieve the taxpayer of the responsibility for payment of any lien(s) not collected due to clerical error.  
D. Benjamin 03 8/22/06  
City Treasurer JMK Date

  
Instr: 200609280076932 08/28/2006  
P. 3 of 3 F \$20.00 11:49AM  
Melvin Phillip McCree T20060928032  
Genesee County Register TC

END OF LEGAL DESCRIPTION

901 GARLAND ST FLINT, MI 48503 (Property Address)

Parcel Number: 40-12-406-036 Location ID: GARL-000901-0000-01



Item 1 of 6

5 Images / 1 Sketch

**Property Owner:** AIS OF MICHIGAN, LLC

**Summary Information**

> **Commercial/Industrial Building Summary**

- Yr Built: 1920
- # of Buildings: 4
- Total Sq Ft: 15,145

> **Property Tax information found**

- > **Assessed Value:** \$306,400 | **Taxable Value:** \$136,484
- > **Utility Billing information found**

## Important Message

New site for City of Flint Tax payments!!!

### Owner and Taxpayer Information

**Owner**

AIS OF MICHIGAN, LLC  
G-11081 N CLIO RD  
CLIO, MI 48420

**Taxpayer**

AIS OF MICHIGAN, LLC  
G-11081 N CLIO RD  
CLIO, MI 48420

### Amount Due

Current Taxes: **\$9,035.65**

[Pay Now](#)

### Legal Description

LOTS 7 & 8; ALSO LOT 6 EXC WLY 57.3 FT OF SLY 32.1 FT; ALSO ELY 78 FT OF LOT 5, BLK 2, CHARLES L. DECEUNINCK'S ADDITION (WEST OF DETROIT ST); ALSO A CONTIG PART OF NEWCOMBE'S ADDITION BEING A SUBDIVISION OF OUTLOT 2, SMITH'S RESERVATION LYING NORTH OF FIFTH AVE BETWEEN DETROIT AND LYON STS DESC AS: LOTS 3, 5 AND 7; ALSO LOT 1 EXC WLY 23 FT, BLK A; ALSO A CONTIG PART OF FENTON'S ADDITION TO GRAND TRAVERSE DESC AS: LOTS 1, 2 & 4; ALSO ELY 21 FT OF LOT 3, BLK A; ALSO A CONTIG PART OF SEC 2, PLAT OF SECTIONS 2, 3, 4, 5, 6 & 8 BEING PART OF THE RESERVE AT NEAR THE GRAND TRAVERSE ON FLINT RIVER DESC AS: BEG AT SWLY COR OF SEVENTH AVE AND GARLAND ST; TH SLY ALG WLY LINE OF GARLAND ST, 152.63 FT TO NLY LINE OF LOT 1, BLK A, FENTON'S ADDITION TO GRAND TRAVERSE; TH WLY ALG NLY LINE OF SD ADDITION TO ELY LINE OF LYON ST; TH NLY ALG SD ELY LINE 25.37 FT; TH ELY = WITH SD NLY LINE, 132 FT; TH NLY = WITH WLY LINE OF GARLAND ST, 50.76 FT; TH ELY = WITH SLY LINE OF SEVENTH AVE, 39.5 FT; TH NLY = WITH WLY LINE OF GARLAND ST, 76.5 FT TO SLY LINE OF SEVENTH AVE; TH ELY ALG SD SLY LINE, 92.5 FT TO POB.

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date

8/16/2021



[Recalculate](#)

### Tax History

## Important Message

Beginning March 3, 2015 all 2014 summer and winter taxes are payable at the Genesee County Treasurer office, 1101 Beach St Flint MI 48502.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2021	Summer	\$9,035.65	\$0.00		<b>\$9,035.65</b>	<a href="#">Pay Now</a>
2020	Winter	\$838.59	\$0.00		<b>\$838.59</b>	** Read Note(s) Above
2020	Summer	\$8,996.01	\$4,980.77	11/30/2020	<b>\$4,015.24</b>	** Read Note(s) Above
2019	Winter	\$790.96	\$790.96	01/06/2020	\$0.00	
2019	Summer	\$8,639.96	\$1,500.00	07/31/2019	<b>\$7,139.96</b>	** Read Note(s) Above
2018	Winter	\$773.09	\$773.09	12/12/2018	\$0.00	
2018	Summer	\$8,453.74	\$0.00		<b>\$8,453.74</b>	** Read Note(s) Above
2017	Winter	\$664.33	\$0.00		<b>\$664.33</b>	** Read Note(s) Above
2017	Summer	\$8,284.68	\$0.00		<b>\$8,284.68</b>	** Read Note(s) Above

[Load More Years](#)

**From:** Matthew Butts  
**To:** Melissa Butts; Nick Klein; Nicklaus McKee; Pete Schwiegeraht; John Tucker  
**Subject:** Re: 901 Garland St - PSA - MVAH Partners  
**Date:** Monday, August 16, 2021 9:43:35 AM

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MVAH Partners

Melissa and I are looking your proposal over and have sent a copy to our Attorney to advise us. John Tucker is his name and he is cc in this email.

We are now to the slow it down portion of conversation, ( insert Attorney ) but he is fantastic at keeping us from harm.

AIS of Michigan

3236 Owen rd.

Fenton Mi. 48430

The other address is our home.

Please keep Melissa and I in the loop as you now have both our emails.

Thanks again everyone

Matthew Butts

Fenton Memorials

810-629-2858

810-845-9240

On Sat, Aug 14, 2021 at 12:23 AM Melissa Butts <[buttsmelissa@yahoo.com](mailto:buttsmelissa@yahoo.com)> wrote:

Sent from my iPhone

Begin forwarded message:

**From:** Nick Klein <[Nick.Klein@mvahpartners.com](mailto:Nick.Klein@mvahpartners.com)>  
**Date:** August 6, 2021 at 11:11:25 AM EDT  
**To:** Melissa Butts <[buttsmelissa@yahoo.com](mailto:buttsmelissa@yahoo.com)>  
**Cc:** Nicklaus McKee <[Nicklaus.McKee@mvahpartners.com](mailto:Nicklaus.McKee@mvahpartners.com)>, Pete Schwiegeraht <[Pete.S@mvahpartners.com](mailto:Pete.S@mvahpartners.com)>  
**Subject:** 901 Garland St - PSA - MVAH Partners

Melissa,

Per our conversation yesterday, please find attached our PSA to purchase 901 Garland Street.

Should you have any comments, questions, or concerns do not hesitate to let us know.

Thanks!

	<b>Nick Klein</b>
	Financial Analyst
Empower People	9100 Centre Pointe Drive, Suite 210
Enhance Communities	West Chester, OH 45069
	C (513) 763-9543

## **Purchase and Sale Agreement**

This Purchase and Sale Agreement (this "**Agreement**") is effective as of \_\_\_\_\_, 2021, by MVAH Holding LLC, a Georgia limited liability company, or its successors and assigns (the "**Purchaser**") and AIS of Michigan, L.L.C., a Michigan limited liability company (the "**Seller**").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

1. **Definitions.** Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the **Exhibit A** hereof, or in other provision of this Agreement.

2. **Property Description.** On the day of Closing (defined below) selected by the Purchaser pursuant to the terms of Section 4.1 below (the "Closing Date") and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, on the Closing Date, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances. If necessary, the exact legal description of the Property, in accordance with **Section 5.1**, shall be substituted for the legal description of the Property attached hereto as **Exhibit B** and attached to the Deed. Seller agrees that, if any portion of the total acreage of the Property cannot be used due to the existence of any Encumbrance, the legal description of the Property shall be adjusted, and additional unencumbered acreage added so that Purchaser will be able to use the Property for the Purchaser's Intended Use.

3. **Purchase Price; Deposit; Prorations.**

3.1. **Purchase Price.** The purchase price for all of Seller's right, title, and interest in and to the Property (the "**Purchase Price**") is Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00).

3.2. **Deposit.** Within ten (10) days after the date of this Agreement, Purchaser shall deliver to First American Title Insurance Company, 211 N. Pennsylvania St., Suite 1250, Indianapolis, Indiana 46204, or its affiliate chosen by Purchaser, which shall act as the escrow agent for the Closing (the "**Title Company**"), an earnest money deposit, in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00), to be held in an account and in accordance with the terms of this Agreement (the "**Deposit**"). Interest earned on the Deposit shall be considered part of the Deposit, if any. If Purchaser is unsuccessful in receiving an award of housing tax credits for the project that involves this Property and Agreement (as more fully described in **Section 5.1.9**, below), then in that event, Purchaser shall be entitled to terminate this Agreement and the Deposit shall be immediately returned to Purchaser. However, in the event Purchaser receives an award of housing tax credits the Deposit shall become non-refundable ten (10) business days following the date on which Purchaser submits the reservation fee to the tax credit authority. Notwithstanding the foregoing, in the event of a Seller default the Deposit shall be returned to Purchaser. If Purchaser purchases the Property, such Deposit shall be applied by Seller as a credit towards the Purchase Price. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement in violation of this Agreement, Seller shall be entitled to retain the Deposit and any accrued Extension Fees as its sole and exclusive damages under this Agreement.

3.3. **Prorations.** The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit, shall be delivered by Purchaser in accordance with **Section 4.3** of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.

**4. Closing Date; Closing Deliveries; Costs and Expenses.**

4.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing under this Agreement shall take place as an escrow closing through the offices of the Title Company on a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement, as determined by Purchaser in its sole and absolute discretion, by providing notice to Seller.

4.2. Seller's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, at least two (2) days prior to the Closing Date:

4.2.1. A duly executed general warranty deed, transferring to Purchaser any and all of Seller's right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto, and containing any and all release of dower, courtesy and/or other marital rights, if applicable, as required by state law.

4.2.2. Closing statement (the "Closing Statement"), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

4.2.3. A certificate of the shareholder/partners/members of Seller certifying copies of: (i) formation documents of Seller; (ii) all requisite resolutions or actions of Seller approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Seller.

4.2.4. A bill of sale, assignment of leases and such other documents as are necessary to convey to Purchaser all of Seller's right, title and interest in and to the Property other than the real property, including, without limitation, the Tangible Personal Property, Reports, Leases and Licenses, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto.

4.2.5. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying the Title Company and Purchaser against claims for such services or materials.

4.2.6. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser, any Governmental Authority, or Title Company, including but not limited to: (a) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (b) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

4.3. Purchaser's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

4.3.1. Closing Statement, executed by Purchaser.

4.3.2. Purchaser shall deliver the Purchase Price, as adjusted by this Agreement, to the Title Company, on or before the Closing Date.

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

4.3.4. All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.

4.4. Costs and Expenses. Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys' fees; (ii) one half of the Title Company's closing and escrow fees; and (iii) all costs and expenses of transferring and recording the deed of conveyance, including, but not limited to transfer fees, documentary stamp and/or conveyance taxes of transferring the Property. Purchaser shall pay for the following expenses relative to this transaction: (i) one half of the Title Company's closing and escrow fee; (ii) its own financing expenses, if any; (iii) its own attorneys' fees; (iv) all of the premium cost of an owner's policy of title insurance and endorsements; and (v) costs and expense of the Survey.

## **5. Inspection Period; Seller's Deliverables.**

5.1. Inspection Period. Purchaser, at Purchaser sole cost and expense, shall have until 5 p.m. EST on February 25, 2022, or such other date as mutually agreed upon by Seller and Purchaser (the "Inspection Period"), in which to conduct its due diligence review of the Property, testing, investigations and inspections of the physical aspects of the Property, and otherwise to determine the desirability and utility of the Property for Purchaser's intended use, as determined by Purchaser, in Purchaser's sole and absolute discretion, including but not limited to the following:

5.1.1. Zoning and Permits. Purchaser shall have confirmed that the Property is zoned to permit the construction of multi-family residential housing units (the "Purchaser's Intended Use"). If the Property must be rezoned for Purchaser's Intended Use, Seller agrees to cooperate with Purchaser in the rezoning process. Purchaser, at its cost and expense, shall have obtained, upon terms and conditions satisfactory to Purchaser, all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Purchaser, are necessary for Purchaser's Intended Use. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Purchaser in order to obtain the Permits.

5.1.2. Utilities. Purchaser shall have confirmed that all utilities, including telephone, storm sewer, sanitary sewer, water, gas and electric (collectively, the "Utilities") have been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Property at which Purchaser can tap into and receive service without the imposition of tap-in charges to Purchaser other than tap-in charges which are customarily and normally charged in the locality in which the Property is located. Such Utilities shall be available in a size and pressure appropriate for Purchaser's Intended Use. Seller shall grant, or cause to be granted to Purchaser all necessary utility easements.

5.1.3. Easements. Purchaser shall have obtained at or prior to Closing all other easements or licenses deemed necessary by Purchaser upon terms and conditions acceptable to Purchaser. Seller agrees to reasonably cooperate with Purchaser in obtaining any such easements or licenses.



5.1.4. Lot Split. Purchaser may, at Purchaser's sole cost and expense, complete any subdivision or lot split of Seller's property which is necessary in order to convey the Property to Purchaser as a separate, transferable and taxable parcel. Purchaser may obtain, at Purchaser's sole cost, a certified survey, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property, and not disclosing any condition rendering the Property unusable, in Purchaser's sole judgment, for the intended purpose of Purchaser. The Property shall not be located in a flood plain and the survey shall confirm that the Property totals approximately 2.6 acres free of any easements or restrictions related to wetlands or waterways under the jurisdiction of the Army Corp. of Engineers, the State where the Property is located or any other governmental entity or agency.

5.1.5. Soil Tests. Purchaser shall obtain, at Purchaser's cost and expense, borings, percolation tests, toxic or hazardous substance tests and other tests (collectively, the "Soil Tests") showing that the Property is satisfactory, in Purchaser's sole judgment, for building foundations and the construction, operation and financing of the improvements which Purchaser may wish to make. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Property to make the Soil Tests and surveys; provided, however, that the tests and survey shall be conducted so as not to damage Seller's property.

5.1.6. Title Insurance. Purchaser shall have obtained a satisfactory Title Commitment in accordance with Section 6.1 of this Agreement.

5.1.7. Environmental Phase I and Related Testing. Purchaser, at Purchaser's cost and expense, shall have obtained a current satisfactory all appropriate inquiries Phase I Environmental Audit of the Property and any other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property.

5.1.8. Financial Feasibility. Purchaser must have determined, in its sole and absolute discretion, that the purchase and development of the Property for Purchaser's Intended Use is financially feasible.

5.1.9. Receipt of LIHTC Allocation. The Property shall have received an allocation of Section 42 Low Income Housing Tax Credits and/or Historic Tax Credits, if applicable, from the appropriate agency in an amount deemed sufficient by Purchaser, in its sole discretion.

5.1.10. Financing. Purchaser shall have obtained a binding commitment for debt and equity financing in amounts and on terms satisfactory to Purchaser in its sole and absolute discretion to use the Property in accordance with Purchaser's Intended Use.

5.1.11. Leases. Purchaser shall have received and reviewed all Leases as well as a rent roll for the Property, including a list of all security deposits and any delinquencies which Leases and rent roll shall be acceptable to Purchaser in its sole discretion.

5.1.12. Termination. If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall have the right for any reason or no reason either to: (a) terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, or any extensions thereof as mutually agreed upon by Seller and Purchaser and the Title Company shall immediately return the Deposit and any Extension Fee paid prior to termination to Purchaser and neither party shall have any further rights or obligations to the other under this Agreement, subject to the

conditions set forth in Section 3.2 and Section 5.2; or (b) waive the requirements and/or contingencies regarding such due diligence review and proceed with this Agreement.

5.2. Extension of Inspection Period. Purchaser shall have the option to extend the Inspection Period for three (3) periods of ninety (90) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Inspection Period prior to the expiration of the Inspection Period, as extended, and deposits with the Title Insurance Company an extension fee in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for each extension (each, an "Extension Fee"), which Extension Fee(s) shall become non-refundable but credited against the Purchase Price at Closing except in the event of a Seller default in which event the Extension Fee(s) shall be refunded to Purchaser, or as provided in Section 6.1 and Section 12, in which even the Extension Fee(s) shall be refunded to Purchaser.

5.3. As a material inducement to Purchaser's execution hereof, Purchaser and Seller agree that it would be impracticable and extremely difficult to fix actual damages in case of Purchaser's default. Seller agrees that the amount of the Deposit and any Extension Fee paid prior to default or Purchaser's notice to Seller of its intent to default is a reasonable estimate of such damages, and that Seller shall retain the Deposit and any paid Extension Fee as liquidated damages, and its sole remedy against Purchaser. Furthermore, Seller agrees that the amount of the Deposit and any paid Extension Fee is a sufficient remedy for such Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any action of Seller arising out of Purchaser's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

5.4. Seller's Deliverables. Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topos, correspondence, utility locations and capacity documents, traffic studies, surveys, title work commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession and any and all reports or information in Seller's possession affecting the Property. Upon request by Purchaser, Seller shall within three (3) business days, shall deliver to Purchaser copies of any and all other due diligence items requested by Purchaser.

## **6. Title Commitment; Survey.**

6.1. Title Commitment. Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be furnished to Purchaser, at Purchaser's costs and expense, a title insurance report and commitment for an ALTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, an ALTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the name of Seller, as determined in accordance with the standards of the state bar association where the Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the Title Commitment or the exceptions show that title is unmarketable, then Purchaser shall notify Seller of Purchaser's objections prior to the expiration of the Inspection Period. Seller shall undertake, with due diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing,

and Purchaser shall have the option, within fifteen (15) days of the written notice by Seller, to be exercised in Purchaser's sole discretion, to: (i) proceed with Closing of this transaction subject to such title defects; or (ii) terminate this Agreement, in which event the Title Company shall return to Purchaser the Deposit and any Extension Fees. Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date of the Title Commitment and the Closing Date.

6.2. Survey. Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be delivered to Purchaser, a survey of the Property, at Purchaser's cost and expense (the "Survey").

7. **Representations by Seller**. As of the date of this Agreement and as of the Closing Date:

7.1. Title to Property. Seller represents that Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all Encumbrances of any nature except Permitted Encumbrances. The Property constitutes all of the Property necessary and sufficient to conduct the operations of the Property in accordance with Seller's past practices. On the Closing Date the Property shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Purchaser. No easements or other encumbrances affect the Property which would interfere, prevent or frustrate the use of the Property for Purchaser's Intended Use.

7.2. Authority and Organization. Seller represents that it is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Michigan, and has all requisite power and authority to carry on its business as it is presently being conducted. Seller represents that Seller has obtained or will obtain all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. Enforceability. Seller represents that this Agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law). The execution and delivery of this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

7.4. Transfer of Property; Compliance with Laws. Seller represents that on the Closing Date, Seller will transfer the Property and possession of the Property to Purchaser. Seller represents that the Property is in good standing and in compliance with all applicable covenants, conditions, restrictions, easements, laws, regulations, rules affecting the Property and for which the Property is subject. Seller represents that neither Seller nor the Property has received any notice of and there exist no known proceedings or investigations by any Governmental Authority against or affecting the Property.

7.5. Continued Compliance with Laws. The continued compliance with all legal requirements relating to the Property is not dependent on facilities located at any other property; and compliance by any

other property with any legal requirements applicable to the other property is not dependent on the Property.

7.6. Property Rights. Seller represents that other than this Agreement, there are no outstanding options, contracts, commitments, warranties, pledges, agreements or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Inspection Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing.

7.7. Litigation. There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

7.8. Eminent Domain. Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including, but not limited to, any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

7.9. Assessments/Tax Appeals. Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property. Seller has not appealed the current tax valuation of the Property and has no knowledge of any existing or potential changes in the tax value of the Property.

7.10. Environmental. To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

7.11. Zoning. The Property is zoned D-3 COMMUNITY BUSINESS DISTRICT which allows for multi-family use in accordance with the Purchaser's Intended Use.

**8. Representations by Purchaser**. As of the date of this Agreement and as of the Closing Date:

8.1. Authority and Organization. Purchaser represents that it is a Georgia limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Georgia, and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

8.2. Enforceability. This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative

to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

8.3. No Conflict. The execution, delivery and performance of this Agreement by Purchaser will not breach any statute or regulation of any Governmental Authority, and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any order, writ, injunction, decree, agreement or instrument to which Purchaser is a party.

9. Covenants of Seller. Prior to the termination of this Agreement or the Closing Date, Seller covenants and agrees that it:

9.1. Shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecate, pledge, encumber or assign any of the Property or Seller's interest in the Property or the interest in Seller.

9.2. Shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. May, solely in connection with and as a necessary step in permitting the contemplated transaction to qualify as an Internal Revenue Code Section 1031, Like-Kind Exchange, restructure the manner in which the Property is held, provided, however, such restructuring shall not occur without the prior written approval of Purchaser.

9.4. Not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

10. Indemnification. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of the representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

11. Remedies.

11.1. If Seller should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Purchaser may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee(s) shall be immediately delivered to Purchaser; (ii) Seller agrees to reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii) Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller hereunder.

11.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then Seller may terminate

this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee paid prior to breach shall be immediately delivered to Seller, such sum being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit and paid Extension Fee as its total damages and relief as Seller's sole remedy hereunder.

**12. Condemnation; Destruction.** If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller's notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished and the Deposit and Extension Fee(s) shall be immediately delivered to Purchaser.

**13. Assignment.** Purchaser may assign its interest or rights or obligations in this Agreement to an affiliated entity of Purchaser, without the consent of Seller. Purchaser must obtain the consent of Seller to assign Purchaser's interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Purchaser.

**14. Notices.** Either party may change its address by notice to the other party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. Notwithstanding the foregoing, notice pursuant to Paragraph 5.1.12 may be provided to Seller and its representative via email. For purposes of notice, the addresses of the parties shall be as follows:

**Seller:**

AIS of Michigan, LLC  
7376 Silver Cove Ct.  
Linden, Michigan 48451  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Purchaser:**

MVAH Holding LLC  
9100 Centre Pointe Drive, Suite 210  
West Chester, OH 45069  
Attention: Brian McGeady  
Telephone: (513) 964-1141  
Email: [Brian.McGeady@mvahpartners.com](mailto:Brian.McGeady@mvahpartners.com)

with a copy to:

Strauss Troy Co., LPA  
50 E. Rivercenter Blvd., Suite 1400  
Covington, Kentucky 41011  
Attention: Pete A. Smith, Esq.  
Telephone: (513) 768-9734  
Email: [pasmith@strausstroy.com](mailto:pasmith@strausstroy.com)

15. **Entire Agreement and Amendments.** This Agreement, together with the schedules and exhibits hereto, each of which is deemed to be a part hereof, contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the parties are merged herein.

16. **Amendment; Waiver.** This Agreement may be amended, modified or supplemented only by an agreement in writing signed by all parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

17. **Successors and Assigns.** The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

18. **Time of Essence.** Time is of the essence of all provisions of this Agreement.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

20. **Counterparts; Facsimile.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

21. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

22. **Captions and Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.



23. **Multiple Sellers.** If two or more persons constitute this Agreement each as a seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.

24. **Acceptance.** In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it.

25. **Interpretation, No Presumption; Survival.** This Agreement has undergone drafts with the negotiated suggestions of all parties and therefore no presumption shall arise favoring any party by virtue of the authorship of this Agreement or any of its provisions. The parties hereto have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word "including" in this Agreement means including, without limitation, the items following. All of the representations, warranties and covenants made in this Agreement shall survive the Closing.

26. **Date of Performance.** If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

27. **Pre-Closing Marketing.** Seller acknowledges that Purchaser will be applying for an award of Section 42 Low Income Housing Tax Credits, Senior Independent Living Tax Credits and/or Historic Tax Credits (the "Credits") to assist Purchaser in its purchase and/or operation of the Property. At such time as Purchaser may be awarded such Credits, Seller agrees that Purchaser may begin to promote and market the Property by reasonable means that do not unduly interfere with the Seller's operation or ownership of the Property, including the placement of signage upon the Property and the open marketing of the Property for Purchaser's Intended Use.

28. **Apportionments.** Adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated as applicable upon the Closing Date. For purposes of all prorations provided for herein, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All prorations shall be made on a 365-day calendar year basis and the actual number of days in the month of the Closing Date.

28.1. All income and expense, including but not limited to applicable prepaid expenses, rents, cash adjustments, and accrued liabilities, attributable to the ownership of the Property, measured and prorated between Seller and Purchaser on an accrual basis until the Closing Date will be for the account of the Seller and on or after the Closing Date are for the account of the Purchaser.

28.2. Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final. Seller shall pay any special assessments which: (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due; or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

28.3. Seller is responsible for the payment of any and all agricultural tax recoupment charges and/or deferred real estate taxes for the Property.

28.4. Seller shall transfer to Purchaser any and all security deposits relating to any and all leases or other funds held in trust for tenants of the Property, if any.

29. **Brokers.** The parties acknowledge that no real estate agent, broker or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission. Purchaser and Seller each covenant and agree to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys' fees) resulting from or claimed to be due on account of the purchase and sale of the Property due to the acts of the other party, except for claims arising from the Purchaser's Broker or the Seller's Broker. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney's fees (the party to be indemnified shall have the right to choose its own counsel).

30. **Operations Pending Closing.** Seller, at its expense, shall use reasonable efforts to maintain the Property until the Closing or sooner termination of this Agreement, substantially in its present condition and pursuant to Seller's normal course of business (such as maintenance obligations but not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to ordinary wear and tear, damage by fire or other casualty and condemnation. In addition, Seller shall deliver to Purchaser a copy of any written notice of default delivered by Seller to any Tenant.

*[Signatures on the Next Page.]*

**Purchase and Sale Agreement**

**Signature Page**

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

**Seller:**

AIS of Michigan, L.L.C.,  
a Michigan limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Purchaser:**

MVAH Holding LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Print Name: Brian McGeady  
Its: Authorized Signer

*[End of Signatures]*

## **Purchase and Sale Agreement**

### **Exhibit A**

#### **Definitions**

For the purposes of this Agreement, the following terms shall have the following meanings:

**"Appurtenances"** mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenant to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

**"Property"** means that certain approximately 2.6 acres of real property, net of any wetlands or waterways, located at 901 Garland Street, Flint, Genesee County, Michigan 48503, and known as Tax ID No. 40-12-406-036, and more particularly described in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller's right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property; (iii) any and all Licenses; (iv) any and all Records; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property; (vi) all such other tangible or intangible property used or useful in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Inspection Period.

**"Encumbrance"** means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

**"Governmental Authority"** or **"Governmental Authorities"** mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

**"Improvements"** mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property.

**"Leases"** mean each and every lease of space at the Property and any amendments thereto (a) in full force and effect as of the Effective Date and/or (b) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

**"Licenses"** mean all of the following owned by Seller, any and all licenses, permits, certificates, consents, registrations, certifications, approvals, operating rights, service contracts, intellectual property, waivers and other authorizations, whether issued or granted by any Governmental Authority or by any other Person, with respect to the Property.

“Permitted Encumbrance” means: (a) any mortgage or related security documents on the Property to be released on or before the Closing Date; (b) easements and restrictions of record which do not interfere in any material respect with the ownership of the Property for Purchaser’s Intended Use; (c) liens for real property taxes not yet due and payable; and (d) other exceptions approved in writing by Purchaser.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

“Records” mean any and all books, lists, leases, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, blueprints, floor plans, mylars, forms and records used in connection with the Property and/or any Improvements on the Property.

“Tangible Personal Property” means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use in connection with the ownership of the Property, if any.

## Purchase and Sale Agreement

### **Exhibit B**

#### Legal Description of the Property

Situated in the City of Flint, County of Genesee, State of Michigan, to-wit:

Part of Block A, of FENTON'S ADDITION TO THE VILLAGE OF GRAND TRAVERSE, according to the plat thereof as recorded in Deed Liber 75, Page 0, and part of CHARLES L. DECEUNICK'S WEST ADDITION TO THE VILLAGE OF GRAND TRAVERSE, as recorded in Deed Liber D, Page 19, and part of NEWCOMB'S ADDITION, as recorded in Deed Liber D, Page 67, Genesee County Records; and further described as beginning at the Northwest corner of Fifth Avenue and Garland Street; thence North along the West line of Garland Street, 780.64 feet to the Southwest corner of Garland Street and Seventh Avenue; thence West 92.50 feet along the South line of Seventh Avenue; thence South 76.64 feet parallel to West line of Garland Street; thence West 43.41 feet parallel to South line of Seventh Avenue; thence South 50.47 feet parallel to West line of Garland Street; thence West 135.64 feet parallel to South line of Seventh Avenue; thence South 101.89 feet along the East line of Lyon Street to the Northwest corner of Lot 3, of FENTON'S ADDITION; thence East 113.86 feet along the North line of Lot 3, of FENTON'S ADDITION; thence South 76.70 feet parallel to the East line of Lot 3, of FENTON'S ADDITION, to the Northeast corner of Lot 8, of NEWCOMB'S ADDITION; thence South 161.61 feet along the East line of Lots 8, 6 and 4, of NEWCOMB'S ADDITION; thence East 23.18 feet; thence South 58.77 feet; thence West 3.32 feet; thence South 155.70 feet along the West line of Lots 8, 7 and 6, of DECEUNICK'S WEST ADDITION; thence East 57.35 feet; thence South 95.34 feet to the North line of Fifth Avenue; thence East 78.27 feet along the North line of Fifth Avenue to point of beginning.

Commonly known as: 901 Garland St.

Tax Id. #40-12-406-036

Parcel # 40-12-406-036  
I hereby certify that all taxes and/or tax liens payable to the City Treasurer have been paid, and this does not include water bills. This certification is for recording purposes and does not relieve the taxpayer of the responsibility for payment of any lien(s) not collected due to clerical error.  
D. Benjamin 03 8/22/06  
City Treasurer      Clerk      Date

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## City of Flint PILOT Application

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### Tab E

### Detailed Development Proforma

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Project Name:

901 Flats





**901 FLATS**  
**SOURCE AND USE OF FUNDS**

Description	Total	% of Total Sources	Rate	Term (Months)	Amortization	Monthly Debt Service	Annual Debt Service
Limited Partner- Low Income Housing Tax Credit Equity	9,178,787	66.30%					
Perm	1,445,000	10.44%	4.25%	204	420	6,617	79,399
Deferred Developer Fee	2,769,961	20.01%	0.00%	144			
HOME	450,000	3.25%	0.00%	0	0	0	0
FHLB	0						
Total Sources	<u>13,843,748</u>	<u>100.00%</u>					<u>79,399</u>

	Per Unit	Acquisition Basis	Low Income Eligible Const/Rehab Basis	Historic Qualified Rehab Expenditures	Site Improvements	Personal Property	Funded Expense	Non-Eligible Basis	Other
<b>Acquisition Costs</b>									
Land	750,000	12,295	-	-	-	-	-	-	750,000
<b>Construction Costs</b>									
Residential Structures	7,032,342	115,284	-	7,032,342	-	-	-	-	-
On-Site Improvements	750,000	12,295	-	750,000	750,000	-	-	-	-
Personal Property (Included In Structures Above)	-	-	-	-	-	-	-	-	-
Construction Contingency	5.00% 389,117	8,379	-	389,117	-	-	-	-	-
General Requirements	6.00% 466,941	7,655	-	466,941	-	-	-	-	-
Builder Overhead	2.00% 164,986	2,705	-	164,986	-	-	-	-	-
Builder Profit	6.00% 504,856	8,276	-	504,856	-	-	-	-	-
Builder Risk Insurance/Bond	0.00% 98,176	1,609	-	98,176	-	-	-	-	-
Construction Insurance/Tax	77,046	1,263	-	77,046	-	-	-	-	-
Tap Fees/Permits	60,000	984	-	60,000	-	-	-	-	-
Site Environmental	150,000	2,459	-	150,000	-	-	-	-	-
<b>Transaction Costs</b>									
Architectural Fees	363,773	5,963	-	363,773	-	-	-	-	-
Engineering Fees	60,000	984	-	60,000	-	-	-	-	-
Third Party Studies (Enviro / Historic)	100,000	1,639	-	100,000	-	-	-	-	-
Taxes/Insurance/Reserves	55,000	902	-	55,000	-	-	-	-	-
Soft Cost Contingency	50,000	820	-	50,000	-	-	-	-	-
Cost Certification / Audit	40,000	656	-	40,000	-	-	-	-	-
Legal - General Legal	50,000	820	-	50,000	-	-	-	-	-
Legal - Partnership and Related	50,000	820	-	-	-	-	50,000	-	-
Tax Credit Fees - Reservation	62,589	1,026	-	-	-	-	62,589	-	-
Tax Credit Fees - Compliance	28,975	475	-	-	-	-	28,975	-	-
Tax Credit Fees - Application	2,500	41	-	-	-	-	2,500	-	-
Miscellaneous Development Costs	10,000	164	-	10,000	-	-	-	-	-
Market Study	5,500	90	-	5,500	-	-	-	-	-
Appraisal	10,000	164	-	10,000	-	-	-	-	-
Construction Monitoring	20,000	328	-	20,000	-	-	-	-	-
<b>Financing Costs</b>									
Perm loan orig fee - lender	42,900	42,900	703	-	1,606	-	41,294	-	-
Construction loan orig fee - lender	109,000	1,787	-	109,000	-	-	-	-	-
Title & Recording - Construction & Perm	-	60,000	984	-	2,246	-	57,754	-	-
Operating Reserve	184,964	3,032	-	-	-	-	-	-	184,964
Predevelopment Loan Interest	15,000	246	-	15,000	-	-	-	-	-
Construction Interest	383,583	6,288	-	268,508	-	-	115,075	-	-
<b>Other Costs</b>									
New Construction/Rehab - Developer Fee	1,744,656	1,500,000	24,590	-	1,500,000	-	-	-	-
Rent Up & Marketing	91,500	1,500	-	-	-	-	-	-	91,500
Syndication Fee	55,000	902	-	-	-	-	-	-	55,000
Clubhouse Furniture	50,000	820	-	50,000	-	50,000	-	-	-
Total Uses:	<u>13,843,748</u>	<u>226,947</u>	-	<u>12,404,097</u>	-	<u>750,000</u>	<u>50,000</u>	<u>358,187</u>	<u>1,081,464</u>

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## City of Flint PILOT Application

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**Tab F**

### **Operating Proforma**

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Project Name:

901 Flats



901 FLATS  
PROJECTED CASH FLOW - NOI

Year	Gross Affordable Rental Income	Net Other Income	Vacancy	Effective Gross Rental Income	Operating Expenses	Property Management Fee	Real Estate Taxes (7% PLOT)	Total Expenses	Net Operating Income	Replacement Reserves	Total Construction Debt Service	Total Permanent Debt Service	Cash Flow	DSC
2022	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2023	164,799	1,311	(11,536)	154,574	(127,324)	(10,820)	(10,820)	(148,965)	5,610	(7,050)	-	-	(1,440)	-
2024	427,776	3,404	(29,944)	401,235	(218,270)	(28,086)	(28,086)	(274,443)	126,793	(18,300)	-	(66,166)	35,178	1.48
2025	436,332	3,472	(30,543)	409,261	(224,818)	(28,648)	(28,648)	(279,339)	129,922	(18,849)	-	(79,399)	24,620	1.28
2026	445,066	3,541	(31,154)	417,443	(231,563)	(29,221)	(29,221)	(287,146)	130,297	(19,414)	-	(79,399)	24,529	1.28
2027	453,957	3,612	(31,777)	425,792	(238,510)	(29,805)	(29,805)	(295,176)	130,616	(19,997)	-	(79,399)	24,369	1.28
2028	463,036	3,684	(32,413)	434,308	(245,665)	(30,402)	(30,402)	(303,435)	130,873	(20,597)	-	(79,399)	24,134	1.28
2029	472,297	3,758	(33,061)	442,994	(253,035)	(31,010)	(31,010)	(311,930)	131,064	(21,215)	-	(79,399)	23,820	1.28
2030	481,743	3,833	(33,722)	451,854	(260,626)	(31,630)	(31,630)	(320,668)	131,186	(21,851)	-	(79,399)	23,423	1.27
2031	491,378	3,910	(34,396)	460,891	(268,445)	(32,262)	(32,262)	(329,655)	131,236	(22,507)	-	(79,399)	22,940	1.27
2032	501,205	3,988	(35,084)	470,109	(276,498)	(32,908)	(32,908)	(338,900)	131,209	(23,182)	-	(79,399)	22,366	1.26
2033	511,229	4,068	(35,786)	479,511	(284,793)	(33,566)	(33,566)	(348,408)	131,103	(23,877)	-	(79,399)	21,697	1.25
2034	521,454	4,149	(36,502)	489,101	(293,337)	(34,237)	(34,237)	(358,189)	130,912	(24,594)	-	(79,399)	20,929	1.25
2035	531,883	4,232	(37,232)	498,883	(302,137)	(34,922)	(34,922)	(368,250)	130,633	(25,331)	-	(79,399)	20,058	1.24
2036	542,521	4,317	(37,976)	508,861	(311,201)	(35,620)	(35,620)	(378,599)	130,262	(26,091)	-	(79,399)	19,078	1.22
2037	553,371	4,403	(38,736)	519,038	(320,537)	(36,333)	(36,333)	(389,245)	129,793	(26,874)	-	(79,399)	17,985	1.21
2038	564,439	4,491	(39,511)	529,419	(330,153)	(37,059)	(37,059)	(400,196)	129,223	(27,680)	-	(79,399)	16,774	1.20
Total	7,562,477	60,175	(529,373)	7,093,278	(4,186,909)	(495,529)	(449,106)	(5,132,545)	1,960,733	(347,410)	-	(1,177,749)	340,458	

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## City of Flint PILOT Application

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### Tab G

### Schedule of Rents/Income Levels

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Project Name:

901 Flats



**901 FLATS  
OPERATING ASSUMPTIONS - INCOME**

**LIHTC Rental Income**

Apartment	Type	Baths	# of Units	Sq. Ft./Unit	Total Sq. Ft.	% of AMI	Max Gross Rent	Utility Allow	Actual Net Rent	Actual Gross Rent	Rent Per Sq/Ft	Annual Rent/Unit	Annual Rent/Unit Type
One Bedroom	Garden	2.00	6	697	4,182	30%	369	95	274	369	0.393	3,288	19,728
One Bedroom	Garden	2.00	4	697	2,788	40%	492	95	397	492	0.570	4,764	19,056
One Bedroom	Garden	2.00	14	697	9,758	60%	738	95	625	720	0.897	7,500	105,000
PBV One Bedroom	Garden	2.00	3	697	2,091	30%	369	95	625 Over Max Rents	369	0.897	7,500	22,500
Two Bedroom	Garden	2.00	2	898	1,796	30%	443	135	308	443	0.343	3,696	7,392
Two Bedroom	Garden	2.00	9	898	8,082	40%	591	135	456	591	0.508	5,472	49,248
Two Bedroom	Garden	2.00	16	898	14,368	60%	886	135	725	860	0.807	8,700	139,200
PBV Two Bedroom	Garden	2.00	3	898	2,694	60%	886	135	725	860	0.807	8,700	26,100
Four Bedroom	Townhome	2.00	0	1,300	-	30%	570	165	405	570	0.312	4,860	-
Four Bedroom	Townhome	2.00	1	1,300	1,300	40%	761	165	596	761	0.458	7,152	7,152
Four Bedroom	Townhome	2.00	2	1,300	2,600	60%	1,141	165	900	1,065	0.692	10,800	21,600
PBV Four Bedroom	Townhome	2.00	1	1,300	1,300	60%	1,141	165	900	1,065	0.692	10,800	10,800
			61	835	50,959				584		0.705	110,412	427,776

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## City of Flint PILOT Application

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Tab H

### Housing Market Data

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Project Name:

901 Flats



## **Housing Market Data Supporting Demand:**

Although we have not yet received our completed market study, we will be more than happy to provide that once we do. However, we are confident that the 61 units will lease quickly and most likely have a significant waiting list. This is the case for almost all our projects of similar size and scope. Many have a significant waiting list, some 1-2+ years long, and our portfolio-wide occupancy is over 97% across 8,000+ units. The 61-unit Garland Street project will rent to those earning between 30% and 80% of the local area median income. With Flint's population being around 100,000, there should be zero issues leasing 61 units, especially with that wide of an income band, diverse unit sizes (1, 2, and 4 bedrooms), and the excellent, walkable, centralized downtown location.



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## City of Flint PILOT Application

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### Tab I

### Proposed Project Timeline

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Project Name:

901 Flats



## **Proposed Project Timeline:**

**I. Closing of loan or contributing financing:**

September 2022

**II. First Expenditure of Funds with regards to project:**

October 2022

**III. Anticipated Construction Start Date:**

October 2022

**IV. Anticipated Date of Completion:**

March-April 2023

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## City of Flint PILOT Application

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### Tab J

### Conflicts of Interest

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Project Name:

901 Flats



### **Conflicts of Interest:**

Not Applicable. There will be zero conflicts of interest among any members of the development team at any stage of the development. This includes zero possible conflicts of interest with any city personnel or city council members.

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## City of Flint PILOT Application

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**Tab K**

### **Bonus Point Items**

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Project Name:

901 Flats



## **Bonus Point Items:**

### **I. Mixed-Use:**

N/A – Our development will not be mixed use, only housing

### **II. Energy Efficiency & Green Practices:**

Our proposed Garland Street development will commit to obtaining a National Green Building Standard (NGBS) Certification. Not only will the project meet all Mandatory NGBS Criteria, but it will also commit to achieving at least a Silver rating, or higher. Furthering this commitment, the owner, applicant, architect, and general contractor all sign a green building commitment, which we submit with our MSHDA app. Further, our development will feature many other high-performance housing characteristics, sustainable development characteristics, universal design features, low-impact construction processes, and all units will feature energy-efficient appliances and water-saving toilets.

### **III. Neighborhood Outreach:**

The development team is presently working with multiple members of city council and other local stakeholders to set up a neighborhood meeting for mid-September. Further, we are in talks with the Flint Housing Authority on a potential co-owner/co-developer partnership. Based on preliminary talks with the housing authority, they are supportive of our project and wish to have follow-up meetings and calls with us. We believe the housing authority to be an invaluable local resource and a wonderful stakeholder for the local community. The development team is open to local suggestions on how to best incorporate our project from an architectural and functional standpoint and we want our project to be something everyone in the community can be proud of for decades to come.

### **IV. External Amenities:**

Our project will be located at 901 Garland Street in downtown Flint. This site is an excellent location, close to thousands of nearby jobs, desirable amenities, low-cost transit, services, and in highly walkable 80-90+ Walkscore neighborhood. Please find the map on PDF page 8 with just a few notable amenities/services within 1 mile from our development.

Nearby Amenities, jobs, and Services:

- Our site is less than 1/3 of a mile from Hurley Medical Center, a 443 bed, highly ranked, full-service hospital and urgent care which employs 100s and will offer convenient, 24/7 care for residents.

- Our site is also a 1/2 mile from The University of Michigan's Flint campus, which has over 7,500 students and features over 1,000 employees. The University of Michigan is ranked as the #2 public college in the entire country by Niche.com
- We are also 1.5 miles from Mott Community College, which employs over 800 and has 10,000+ students.
- The site is within 1 mile of several parks, including Riverbank Park, Wilson Park, and Ballenger Park, just to name a few.
- Genesee Early College will also be less than 1/3 mile from our site. This A-rated school by Niche.com employs dozens and has hundreds of students.
- There are multiple other close public schools, including Doyle-Ryder Elementary School and Durant-Tuuri-Mott Elementary School, to name a few. These schools employ 100s all within 1 mile of our site.
- Our site is 1 mile from both the Flint Fire Department and the Flint Police Department.
- We are also less than ¼ mile from the USPS processing center on E. Boulevard, which employs dozens of employees
- The site is also conveniently located near Center for Hope, a food pantry, which also provides water, clothing, and other personal care items to those in need.
- The Genesee County Community Action Resource Department (GCCARD) is nearby, which provides both job training and job placement as well as other nutritional and quality of life services.
- There are also countless stores, all within 1 mile, including grocery stores, pharmacies, banks, dollar stores, restaurants, and many other stores.

#### Transit & Walkscore:

The Flint Mass Transportation Authority offers low-cost transportation to the Flint area, including several bus stops near our site. Below is a screenshot from Google Maps showing 10 bus stops, all less than 1/3 mile from our site. 901 Garland Street is in a highly walkable corridor of Flint. We are 1/3 mile from Riverbank Park and the Saginaw Street bridge. The entire Riverbanks/Saginaw bridge area gets an 80-90+ walk score and high bike and transit scores. Combining the highly walkable downtown flint area, with the low-cost MTA transit, residents will be highly connected to thousands of nearby jobs, and many services, colleges/schools, amenities, and the downtown Flint area.

bus stops

**Grand Traverse at 6th**  
**Bus stop**



Directions

**Grand Traverse at 6th Ave**  
\$225/1000



Directions

**5th at Mason**  
\$200



Directions

**8th Ave at Grand Traverse**  
**845-8105**



**SOCIETY FOR NEUROSCIENCE**

Bth at Grand Traverse  
309-2115

Directions

WBD 5th at Mason  
RMS 4105

Department


**SBD MLK at 7th**  
5000 steps



DEPARTMENT OF EDUCATION






**Walk Score**

## Get Scores

## Find Apartments

### My Favorites

Add to Your Site

1037

[illegible]

Go

Share

498 Martin Luther King Avenue

Michigan, 48502

Commute to **Downtown Flint**

1 min  
8 min  
2 min  
12 min  
views/kilobases

**Favorite** **Map**

ପଢ଼

**Very Walkable**

82

# Let's Start

**Good Transit**

50

[illegible]

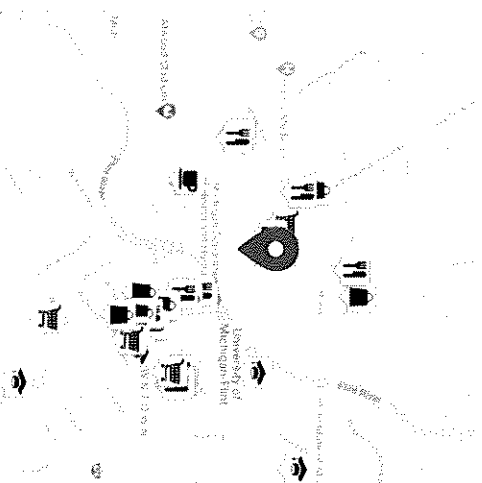
Like Score

## Biker's Paradise

90

## About your score

Add scores to your site





Proposed Development

Path Polygon Circle 3D path 3D polygon

Measure the distance between two points on the ground

Map Length: 0.24 Miles

Ground Length: 0.24

Heading: 129.80 degrees

Mouse Navigation Save Clear



# 901 Flats

Close Nearby Amenities & Services

Red Circle is 1-Mile Radius



**ORDINANCE NO. \_\_\_\_\_**

An Ordinance to establish the City of Flint's Building Code Board of Appeals as a multiple member body of the City of Flint.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by adding to Chapter 20, Housing, the following Article, IV, Building Code Board of Appeals, Sections 121 through 123, which shall read in its entirety as follows:

**§20-121. ESTABLISHMENT OF THE BUILDING BOARD OF APPEALS; ADOPTION OF HOUSING LAW.**

(a) THE BUILDING BOARD OF APPEALS IS HEREBY ESTABLISHED AS A MULTIPLE MEMBER BODY BY THE FLINT CITY COUNCIL AN IS EMPOWERED TO CARRY OUT THE FUNCTIONS OF:

1. A BOARD OF APPEALS PURSUANT TO SECTION 141C OF THE HOUSING LAW OF MICHIGAN (MCL 125.541C).
2. A CONSTRUCTION BOARD OF APPEALS PURSUANT TO SECTION 14 OF THE CONSTRUCTION CODE ACT (MCL 125.1514).
3. A BOARD OF APPEALS PURSUANT TO THE SECTION 111 OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, AS ADOPTED BY SECTION 24-4 OF THE FLINT CODE OF ORDINANCES.

(b) THE PROVISIONS OF THE HOUSING LAW OF MICHIGAN ARE HEREBY ADOPTED BY THE FLINT CITY COUNCIL, PURSUANT TO MCL 125.401(2).

**§20-122. COMPOSITION, APPOINTMENT, TERMS OF OFFICE**

(a) THE BUILDING BOARD OF APPEALS SHALL CONSIST OF FIVE (5) MEMBERS AND TWO (2) ALTERNATES. THE MEMBERSHIP OF THE BUILDING BOARD SHALL SATISFY AT LEAST ONE OF THE FOLLOWING QUALIFICATIONS:

- (1) A BUILDING CONTRACTOR
- (2) AN ARCHITECT OR PROFESSIONAL ENGINEER LICENSED WHO IS LICENSED UNDER ARTICLE 20 OF THE OCCUPATIONAL CODE, 1980 PA 299, MCL 339.2001 TO 339.2014.
- (3) TWO MEMBERS OF THE GENERAL PUBLIC WHO HAVE KNOWLEDGE AND/OR EXPERIENCE IN BUILDING CONSTRUCTION, MAINTENANCE, OR DESIGN.
- (4) AN INDIVIDUAL REGISTERED AS A BUILDING OFFICIAL, PLAN REVIEWER, OR INSPECTOR UNDER ARTICLE 10 OF THE SKILLED TRADES REGULATION ACT, MCL 339.6001 TO 339.6023.

(b) ALTERNATES SHALL SATISFY AT LEAST ONE OF THE PRECEDING CONDITIONS.

- (c) APPOINTMENTS SHALL BE MADE BY THE MAYOR, WITH THE CONSENT OF CITY COUNCIL.
- (d) VACANCIES OCCURRING OTHERWISE THAN THROUGH THE EXPIRATION OF THE TERM SHALL BE FILLED FOR THE UNEXPIRED TERM BY APPOINTMENT OF THE MAYOR WITH THE APPROVAL OF CITY COUNCIL.
- (e) THE TERM OF EACH MEMBER SHALL BE FOR THREE (3) YEARS, EXCEPT THAT OF THE MEMBERS FIRST APPOINTED, 2 MEMBERS SHALL SERVE FOR 1 YEAR, 2 MEMBERS SHALL SERVE FOR 2 YEARS, AND 1 MEMBER SHALL SERVE FOR 3 YEARS. 1 ALTERNATE SHALL BE APPOINTED FOR 2 YEARS AND 1 ALTERNATE SHALL BE APPOINTED FOR 3 YEARS.
- (f) A VACANCY CREATED OTHER THAN BY EXPIRATION OF A TERM SHALL BE FILLED FOR THE BALANCE OF THE UNEXPIRED TERM IN THE SAME MANNER AS THE ORIGINAL APPOINTMENT. A MEMBER MAY BE REAPPOINTED FOR ADDITIONAL TERMS.
- (g) ALL MEMBERS OF THE BBOA SHALL SERVE WITHOUT COMPENSATION AND SHALL HOLD NO OTHER MUNICIPAL OFFICE OR EMPLOYMENT WITH THE CITY OF FLINT.

**20-123. ORGANIZATION, QUORUM, AND VOTING**

- (a) THE BUILDING BOARD OF APPEALS SHALL ANNUALLY ELECT A CHAIRPERSON, VICE-CHAIRPERSON, AND OTHER OFFICERS THAT THE BOARD CONSIDERS NECESSARY.
- (b) A MAJORITY OF THE MEMBERS OF THE BUILDING BOARD OF APPEALS WHO ARE APPOINTED AND SERVING CONSTITUTE A QUORUM.
- (c) FINAL ACTION OF THE BUILDING BOARD OF APPEALS SHALL BE BY AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERS APPOINTED AND SERVING.
- (d) IN THE ABSENCE OR RECUSAL OF A VOTING MEMBER, THE SENIOR ALTERNATE, FOLLOWED BY THE JUNIOR ALTERNATE, SHALL SATISFY THE QUORUM REQUIREMENT AND BE PERMITTED TO VOTE ON MATTERS BEFORE THE BOARD.
- (e) THE BUILDING BOARD OF APPEALS SHALL HAVE THE AUTHORITY TO DETERMINE ITS OWN RULES OF PROCEDURE AND SCHEDULE ITS OWN MEETINGS AS IT DEEMS NECESSARY.
- (f) AS A MULTIPLE MEMBER BODY, THE BUILDING BOARD OF APPEALS SHALL COMPLY WITH SECTION 6-101 OF THE FLINT CITY CHARTER.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021 A.D.


**FOR THE CITY:**

\_\_\_\_\_  
**Kate Fields, City Council President**

\_\_\_\_\_  
**Sheldon A. Neeley, Mayor**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Angela Wheeler, Chief Legal Officer**

**ORDINANCE REVIEW FORM**

FROM: Planning & Development - BSI  
Department

NO. 09 - \_\_\_\_\_  
Law Office Login #

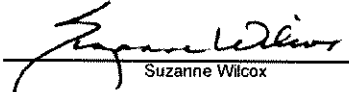
ORDINANCE NAME:

An Ordinance to establish the City of Flint's Building Code Board of Appeals as a multiple member body of the City of Flint

**1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR**

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

By: Director

  
Suzanne Wilcox  
Director, P&D  
Planning & Development

DATE: 9/29/2021

Department:

Date in: \_\_\_\_\_

**2. ORDINANCE REVIEW-MAYORS OFFICE**

The attached ORDINANCE is submitted to the Mayors Office for approval. By signing, the Mayor's office approves this ordinance to be processed for signatures and fully executed.

By:

City Administrator

DATE: \_\_\_\_\_

Date in: \_\_\_\_\_


**3. ORDINANCE REVIEW - LAW DEPARTMENT**

The attached Ordinance is submitted to the Department of Law for approval.

The Department of Law reviewed this Ordinance, as to form and content, on 9-29-2021, and by signing this form approves as to form and content. (Date)

By:

Angela Wheeler  
Chief Legal Officer

  
Tom Sparrow, Assistant City Attorney  
for Angela Wheeler



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 9 / 29 / 2021

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Building Code Board of Appeals Ordinance – 1<sup>st</sup> Reading

**PREPARED BY:** Kristin Stevenson, Planning & Development, x2065  
(Please type Name, Department, Phone Number)

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The ordinance presented establishes the City of Flint's Building Code Board of Appeals (BCBA) as a multiple member body of the City of Flint. The ordinance will ensure that the BCBA can carry out functions as they relate to Housing Law of Michigan, the Construction Code Act, and the International Property Maintenance Code. This ordinance is required to be on file with the City Clerk in order for BCBA to have the power to carry out necessary tasks. The BCBA, once established will also comply with section 6-101 of the Flint City Charter.

**FINANCIAL IMPLICATIONS:** None

**BUDGETED EXPENDITURE?** YES ☐ NO ☒ IF NO, PLEASE EXPLAIN: Budget not necessary

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

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

**ACCOUNTING APPROVAL:** \_\_\_\_\_ N/A \_\_\_\_\_ **Date:** \_\_\_\_\_

**FINANCE APPROVAL:** \_\_\_\_\_ N/A \_\_\_\_\_ **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☒





## CITY OF FLINT

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

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


BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:  Director, Dept of Planning and Dev.  
(PLEASE TYPE NAME, TITLE)