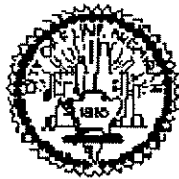


City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, April 7, 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. Carter, 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 and Flint City Charter Section 3-202, notice is hereby given that the Flint City Council hereby calls for a Regular Meeting of the Flint City Council scheduled to be held as follows:

**Flint City Council Committee Meetings
(Finance, Governmental Operations, Legislative & Grants)
Wednesday, April 7, 2021, at 5 p.m.**

The public and media may listen to the meeting online by live stream at <<https://www.youtube.com/channel/UCp2cWTuocUM3awU4xXWzwaw>> or through Start Meeting by dialing (617) 944-8177.

1. In order to speak during the PUBLIC SPEAKING PERIOD of each meeting by telephone, participants will also call (617) 944-8177:
 - 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 the last 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 written comments as submitted read by the City Clerk.
 2. The public may send public comments by email to CouncilPublicComment@cityofflint.com no later than 10 minutes prior to the meeting start time of 5 p.m.
 3. Persons with disabilities may participate in the meeting by the above-mentioned means or by emailing a request for an accommodation to CouncilPublicComment@cityofflint.com, with the subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request for 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 1108, as passed on October 13, 2020, and signed into law on October 16, 2020.

PUBLIC SPEAKING

COUNCIL RESPONSE

SPECIAL ORDERS

RESOLUTIONS

- 200493** Approval/Emergency Amended Rules Governing Meetings of the Flint City Council
- Resolution resolving that the Flint City Council approves the attached amendments to the [Rules Governing Meetings of the Flint City Council], for 60 days, with immediate effect.

ORDINANCES

- 210158** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)
- The provisions of Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (GG). [NOTE: The PILOT is for Flushing Place Limited Dividend Housing Association, LP, a Limited Partnership. The annual service charge for the class of persons of low and moderate income shall be equal to four (4) percent of the annual shelter rents, exclusive of charges

for gas, electricity, heat or other utilities furnished to the occupants.]

DISCUSSION ITEMS

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.]

ADJOURNMENT



PRESENTED: _____

200493

PRESENTED: _____

NOV 23 2020

ADOPTED: _____

RESOLUTION TO APPROVE EMERGENCY AMENDMENT TO COUNCIL RULES

BY THE CITY COUNCIL:

WHEREAS, the City Council adopted its last version of Rulings Governing Meetings of the Council ("Council Rules") on June 12, 2017, and that City Council's annual review of Council Rules takes place every December during the Special Affairs Committee agenda; and

WHEREAS, it has been impractical for City Council to hold Council Committee meetings during the COVID-19 Pandemic since it was deemed an unnecessary hardship to the City Council staff and put their health safety at risk; and

WHEREAS, it has been over three years since the previous amendment of City Council rules; and

WHEREAS, on October 9, 2019, the Rules Committee approved various amendments to the Council Rules, as proposed in the attached version of the Council Rules; and

WHEREAS, to have productive meetings during this pandemic it is of utmost importance to have the Council Rules include those amendments, on an emergency basis pursuant to Flint City Charter Section 1-801(H), for a period of 60 days.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the attached amendments to the City Council rules for 60 days, with immediate effect.

APPROVED BY CITY COUNCIL:

Kate Fields, City Council President

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

RULES GOVERNING MEETINGS OF THE COUNCIL

GENERAL

PREAMBLE

OPEN MEETINGS ACT (OMA)

FREEDOM OF INFORMATION ACT (FOIA)

- RULE 1** **PARLIAMENTARY AUTHORITY**
 2 **SUSPENSION AND AMENDMENT OF RULES**

ORGANIZATION #1

- RULE 3** **COUNCIL PRESIDENT; PRESIDING AT MEETINGS**
 4 **APPOINTMENT OF COMMITTEES**

ORGANIZATION #2

- 5** **TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS**
 6 **AGENDA FOR REGULAR MEETINGS OF COUNCIL; AGENDAS FOR**
 COMMITTEE MEETINGS
 7 **ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL**

ORGANIZATION #3

EXECUTIVE OR CLOSED SESSIONS

ACTION BY COUNCIL

- RULE 8** **FORM OF ACTION; DIVISION OF QUESTION**
 9 **VOTING; VOTING – ABSTAINING VOTES**
 10 **INTRODUCTION AND ENACTMENT OF ORDINANCES**

MOTIONS #1

- RULE 11** **CONSIDERATION OF MOTIONS**
 12 **SUPPORT FOR MOTIONS**
 13 **MOTION TO ADJOURN**
 14 **MOTION TO RECESS**
 15 **MOTION TO POSTPONE TEMPORARILY (LAY ON THE TABLE)**
 16 **MOTION TO VOTE IMMEDIATELY (PREVIOUS QUESTION OR CALL**
 THE QUESTION)
 17 **MOTION TO LIMIT OR EXTEND DEBATE**

MOTIONS #2

- 18 MOTION TO POSTPONE DEFINITELY
- 19 MOTION TO REFER (COMMIT)
- 20 MOTION TO AMEND
- 21 MOTION TO POSTPONE INDEFINITELY
- 22 MOTION TO RECONSIDER
- 23 MOTION TO RESCIND
- 24 REQUEST TO WITHDRAW A MOTION

MOTIONS #3

- 25 INCIDENTAL MOTIONS – POINT OF ORDER
- 26 INCIDENTAL MOTIONS – POINT OF INFORMATION

PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER

- RULE 27 MAINTENANCE OF ORDER AND DEBATE
- 28 RIGHT TO SPEAK IN DEBATE
- 29 PUBLIC MEETINGS AND PARTICIPATION BY PUBLIC

CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

- RULE 30 GENERAL CONDUCT AND STANDARDS OF CONDUCT
- 31 ETHICS
- 32 DISCIPLINARY ACTIONS

REVIEW OF CITY COUNCIL RULES

- RULE 33 ANNUAL REVIEW OF CITY COUNCIL RULES

GENERAL

PREAMBLE

These are rules governing the orderly conduct of Flint City Council meetings in accordance with Robert's Rules of Order Newly Revised (1970 Major Revision) and certain laws.

OPEN MEETINGS ACT (OMA)

City Council meetings are subject to the Open Meetings Act, Public Act 267 of 1976, MCL 15.261 through 15.275.

FREEDOM OF INFORMATION ACT (FOIA)

All documents (i.e. agendas, minutes, attachments, transcripts, recordings) are subject to FOIA, unless subject to exemptions rule in FOIA.

PARLIAMENTARY AUTHORITY

- Rule 1.1 All matters of procedure not covered specifically by Council Rules, Federal, State, or Local law, shall be governed by Robert's Rules of Order Newly Revised (1970 Major Revision). If a conflict arises between Council Rules and Robert's Rules of Order, Council Rules take precedence.
- 1.2 The President or Chair (Presiding Officer) SHALL (is required to) decide all questions arising under these rules and general parliamentary practice, subject to appeal. While on all questions of order, and of interpretation of the rules, and of priority of business, it is the DUTY of the Chairman to first decide the question, it is the privilege of any member to "appeal from the decision." If the appeal is seconded, the Chairman states his decision, and that it has been appealed from, and then states the question thus: "Shall the decision of the Chair stand as the judgment of Council?" The Chairman can then, without leaving the chair, state the reasons for his decision, after which it is open to debate. No member is allowed to speak more than once except the presiding officer who may answer arguments against the decision or give additional reasons by speaking a second time at the close of debate. A majority or tie vote of the Councilmembers-elect sustains the decision of the chair. The appeal shall be determined by a majority of the Councilpersons-elect.
- 1.3 City Council can appoint a person of their choosing to be the Parliamentary Authority, but any Council member may make reference to either City

Council Rules, which take precedence over Robert's Rules, or reference to Robert's Rules when the issue is not covered in City Council Rules.

SUSPENSION AND AMENDMENT OF RULES

- Rule 2.1 The rules may be suspended on the vote of two-thirds of the Councilpersons-elect.
- 2.2 The rules may be amended in accordance with Section 1-801 of the Flint City Charter.

ORGANIZATION #1

COUNCIL PRESIDENT; PRESIDING AT MEETINGS

- Rule 3.1 The Council shall have a President and a Vice-President, each chosen by a majority of the Councilpersons-elect for a one year term which shall end on the second Monday in November.
- 3.2 The President shall preside at the meetings of the Council and, in the absence of the President, the Vice-President shall preside. If both the President and Vice-President are absent, a Chairperson from a Council Committee shall preside in the following order: Finance, Governmental Operations, Legislative, Grants.

COMMITTEES

- Rule 4.1 The President, unless otherwise directed by the Council, shall appoint all committee chairs and vice-chairs for a one-year term which shall end on the second Monday in November.
- 4.2 The standing committees of the Council are Finance, Governmental Operations, Legislative, Grants, And Special Affairs. The Council President may determine in which order they are addressed.
- 4.3 Finance Committee - Business conducted consists of all matters relating to City finances (e.g. spending, revenue, contracts, fees, budgets, audits, etc.). Finance Committee shall meet at 5:00 pm on the Wednesdays a week before regular Council meetings. [Note - see Rule 6.8A]

- 4.4 Legislative Committee - Business conducted consists of all matters relating to City legislation (e.g. ordinances, policies, etc.). Legislative Committee shall meet after Finance Committee. [Note - see Rule 6.8B]
- 4.5 Governmental Operations Committee - Business conducted consists of all matters relating to governmental function (e.g. multi-member bodies, policies and procedures, matters related to City government and City departments, etc.). Governmental Operations Committee shall meet after Legislative Committee. [Note - see Rule 6.8C]
- 4.6 Grants Committee - Business conducted consists of all matters relating to City grant programs and grant awards (e.g. applying for grants, accepting and monitoring of grants, federal and state grant monies, and local grant dollars, etc.). Grants Committee shall meet after Governmental Operations Committee. [Note - see Rule 6.8D]
- 4.7 Special Affairs Committee - Reserved for any standing committee agenda item needing additional discussion or information, as well as for any emergency agenda submission. Special Affairs Committee shall meet at 4:30 p.m. right before regular Council meetings on the 2nd and 4th Mondays of the month. [Note - see Rule 6.8E]
- 4.8 All standing committees of Council shall be comprised of all members of Council who are not under disciplinary actions/restrictions.
- 4.9 The President, at his/her own discretion, may create ad hoc committees and shall appoint these committees' chairs and members. The President shall determine the number of Council members comprising these committees.

ORGANIZATION #2

TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS

- Rule 5.1 All meetings of the City Council and all committees of the Council shall take place in the Council Chambers on the third floor of City Hall or at such other places as the Council may determine.
- 5.2 The regular meeting of the City Council is 5:30 p.m. on the second and fourth Monday of every month.

- 5.3 The Flint City Council may schedule other committee meetings as deemed necessary.
- 5.4 In the event of a call for a special meeting or a change in the time or place of a meeting, the Clerk shall be notified and shall see that each Councilperson and the public are informed as is required by the Open Meetings Act.
- 5.5 The Mayor shall be notified of all meetings of the City Council.

AGENDA FOR REGULAR MEETINGS OF COUNCIL

- Rule 6.1 Matters shall be placed on the agenda of any meeting of the City Council by action of the Council President or any presiding Chair of any committee of the Council, or at the request of the Mayor or Clerk, prior to the start of the meeting. After roll call, the presiding officer shall ask for "any additions or changes to the agenda". Agenda changes or additions need to be approved by the presiding officer.
- 6.2 Any agenda matters that require official Council action at the meeting for final adoption (i.e., resolutions, budget amendments, grant acceptances, etc.) must be accompanied by the appropriate documentation such as staff review reports, etc., and must be signed by the required signatories.
 - 6.3 The deadline for contacting staff for the purpose of adding matters to an agenda shall be by 12:00 pm (noon) on Thursdays.
 - 6.4 City Council agendas for regular and standing committees shall normally be available to Councilpersons on the Friday before the meeting.
 - 6.5 The presiding officer shall chose a person to lead the Pledge of Allegiance.
 - 6.6 Opening Ceremonies will consist of Pledge of Allegiance, a short prayer or blessing, and may include requests for moments of silence for deceased or ailing individuals.
 - 6.7 Spiritual leaders (of many faiths) will be invited and scheduled to offer a short prayer after the Pledge of Allegiance. The City Clerk will be responsible for making these arrangements.

AGENDAS FOR COMMITTEE MEETINGS

- 6.8 Items denoted with ** will only appear on a committee agenda if necessary. If there is no such matter to be addressed, then it will not appear on the agenda.
- 6.8a Finance Committee Agenda - Roll Call, **Closed Session [Executive Session], public comment, **Special Order, Resolutions, Discussion Items, Outstanding Discussion Items, Adjournment
- 6.8b Legislative Committee Agenda - Roll Call, Public Comment, **Resolutions, Ordinances, Discussion Items, Outstanding Discussion Items, Adjournment
- 6.8c Governmental Operations Committee Agenda - Roll Call, Public Comment, **Special Order, **Licenses, Resolutions, Appointments, Discussion Items, Outstanding Discussion Items, Adjournment
- 6.8d Grants Committee Agenda - Roll Call, Public Comment, Resolutions, Discussion Items, Outstanding Discussion Items, Adjournment
- 6.8e Special Affairs Agenda - Roll Call, **Closed Session [Executive Session], Public Comment, **Special Order, Resolutions, Appointments, Ordinances, Discussion Items, Additional Council Discussion, Adjournment
- 6.9 Rules 6.1, 6.2, 6.3 and 6.4 concerning regular Council meetings also apply here to Committee meetings. Section 31.12 of the Disorderly Persons Ordinance applies to all committee meetings.

ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

- Rule 7.1 The order of business at Regular Meetings of the City Council shall be as follows:
- I Call to Order, Roll Call and opening ceremonies
 - II Reading of Disorderly Persons Section
(Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.)
 - III Request for Changes and/or Additions to Agenda
(Council shall vote to adopt any amended agenda.)

- IV Presentation of Minutes
(Council shall vote to accept minutes.)
- V Special Orders
(Any Councilperson may request permission for a Special Order, but it must first be approved by both the Council President, and Committee Chair if during a Committee meeting.)
- VI Public Hearings
(Council members may not speak during Public Hearings, nor may they make response comments to speakers. Public Hearing speakers are limited to a total of three [3] minutes.)
- VII Public Speaking
(Three [3] minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of a meeting to those wishing to speak during this agenda item. No additional speakers or slips will be accepted after the meeting begins. Speakers may not allocate or "donate" their allotted time to another person. Council members may not speak during public speaking, nor may they make response comments to speakers. Council members may use their five [5] minutes for final comments to address any issues that have been addressed by public speakers.)
- VIII Petitions and Unofficial Communications
- IX Official Communications – From Mayor and Other City Officials
- X Additional Communications
- XI Appointments
- XII Licenses
- XIII Resolutions
(A Council member who desires to speak in debate must obtain the floor by being recognized by the presiding Chair. In the debate, each member has the right to speak twice [for a maximum of five (5) minutes] on the same question on the same day, but cannot make a second speech on the same question so long as any member who has not spoken on that question desires the floor. A member who has spoken twice on a particular question on the same day has *exhausted his/her right to debate* that question for that day. A timer will be utilized. No "banking" of time or division of time for future use is allowed.

Council members may request to ask questions of Administrative staff, etc. During debate on any agenda item.

Guest speaker time allowed shall be determined by the presiding Chair and is not considered to be part of the limited debate time allocated to council members.

- XIV Liquor Licenses
- XV Introduction and First Reading of Ordinances
- XVI Second Reading and Enactment of Ordinances
- XVII Additional Discussion Items
- XVIII Final Council Comments
- XIV Adjournment

ORGANIZATION #3

EXECUTIVE OR CLOSED SESSIONS

(Refer to Open Meetings Act [OMA], Public Act 267 Of 1976, MCL 15.261 through 15.275, and The OMA Handbook By AG Bill Schuette.)

- 7.2 The Open Meetings Act provides exemptions to the rule that government body meetings must be open to the public.

Meeting in closed session – a public body may meet in a closed session only for one or more of the permitted purposes specified in Section 8 of the OMA.

The limited purposes include, among others:

(1) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.

(2) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(3) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(4) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(5) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.

(6) To consider material exempt from discussion or disclosure by state or federal statute. But note – a board is not permitted to go into closed session to discuss an attorney's oral opinion, as opposed to a written legal memorandum.

7.3 A closed session must be conducted during the course of an open meeting. Section 2(c) of the OMA defines "closed session" as "a meeting or part of a meeting of a public body that is closed to the public." Section 9(1) of the OMA provides that the minutes of an open meeting must include "the purpose or purposes for which a closed session is held."

7.4 Going into Closed Session [Executive Session] – Section 7(1) of the OMA sets out the procedure for calling a closed session: a 2/3 roll call vote of members elected or appointed and serving is required to call a closed session, except for the closed sessions permitted under Section 8(a), (b), (c), (g), (i), and (j). The roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken. Thus, a public body may go into closed session only upon a motion duly made, seconded, and adopted by a 2/3 roll call vote of the members appointed and serving during an open meeting for the purpose of (1) considering the purchase or lease of real property, (2) consulting with their attorney, (3) considering an employment application, or (4) considering material exempt from disclosure under state or federal law. A majority vote is sufficient for going into closed session for the other OMA permitted purposes.

7.5 Leaving a Closed Session [Executive Session] – the OMA is silent as to how to leave a closed session. Suggested is for a motion to be made to end the closed session with a majority vote needed for approval. Admittedly, this is a decision made in a closed session, but it certainly isn't a decision that "effectuates or formulates public policy." When the public body has concluded its closed session, the open meeting minutes should state the time the public body reconvened in open session and, of course, any votes on matters discussed in the closed session must occur in an open meeting.

7.6 Decisions Must Be Made During an Open Meeting, Not the Closed Session [Executive Session] – section 3(2) of the OMA requires that "all decisions of a public body shall be made at a meeting open to the public." section 2(d) of the OMA defines "decision" to mean "a determination, action, vote, or disposition upon a motion, proposal, recommendation, resolution, order, ordinance, bill, or measure on which a vote by members of a public body is required and by which a public body effectuates or formulates public policy."

7.7 All matters discussed in closed session [executive session] and materials provided are privileged information and are not to be shared with any person(s) outside of the session.

ACTION BY COUNCIL

FORM OF ACTION BY COUNCIL; DIVISION OF QUESTION
(NOTE – THIS ACTION IS OFTEN UTILIZED BY COUNCIL FOR MASTER RESOLUTIONS AND SEPARATION OF SPECIFIC RESOLUTIONS)

- Rule 8.1 All official action of the Council as required by the City Charter shall be by ordinance or resolution, but decisions on parliamentary procedure may be made upon motion. Other action may be made upon motion, including decisions on parliamentary procedure.
- 8.2 No motion may be debated by the Council until it has been stated by the presiding officer and it must be reduced to writing if requested by the presiding officer or any Councilperson.
- 8.3 If a question before the Council is susceptible of division, it shall be divided on the demand of any Councilperson.

VOTING

- Rule 9.1 The determination of any question at a regular City Council meeting shall require a roll call vote.
- 9.2 The determination of any question at a committee meeting shall be upon call of the Chair for a vote. If there is an objection, a roll call vote shall be taken.
- 9.3 The voting on all roll calls shall be rotated so that the Councilperson representing the First Ward shall cast the first vote on the first roll call of any

meeting, the Councilperson from the Second Ward shall cast the first vote on the second roll call at any meeting, and so on throughout the meeting so that the first vote on a roll call shall be solicited from the succeeding Councilperson. Following the first vote on any roll call, the remaining Councilpersons shall be called in consecutive order until all nine Councilpersons have been afforded an opportunity to vote on any question.

- 9.4 A councilperson must be seated at his/her designated seating place in order to vote. Proxy votes are not allowed.
- 9.5 Interruption of Votes - interruptions during the taking of a vote are permitted only before any member has actually voted, unless, as sometimes occurs in ballot voting, other business is being transacted during voting or tabulating.
- 9.6 Rule Against Explanation by Members During Voting - a member has no right to "explain his vote" during voting, which would be the same as debate at such a time.
- 9.7 Changing One's Vote - a member has a right to change his vote up to the time the result is announced. After that s/he can make the change only by the unanimous consent of the assembly requested and granted, without debate, immediately following the chair's announcement of the result of the vote.
- 9.8 Abstaining Votes - to "abstain" means to not vote at all.
- 9.9 Abstaining from Voting on a Question of Direct Personal Interest - no member should vote on a question in which he/she has a direct personal or pecuniary interest not common to other members of the organization.
Voting on questions which affect oneself - the rule on abstaining from voting on a question of direct personal interest does not mean that a member should not vote for him/herself for an office or other position to which members generally are eligible, or should not vote when other members are included with him in a motion.

INTRODUCTION AND ENACTMENT OF ORDINANCES
(BOTH CITY COUNCIL AND THE LEGAL
DEPARTMENT MAY INTRODUCE AN ORDINANCE)

- Rule 10.1 Upon the introduction of any ordinance, the City Clerk shall proceed as directed in Section 3-302 of the Charter.

- 10.2 After a public hearing has been completed, any Councilperson may move the enactment of the ordinance.
- 10.3 If the ordinance is amended to the extent that there has been inadequate notice to the public of the content of the ordinance, it shall not be enacted until the procedures of Section 3-302 are complied with.
- 10.4 Every ordinance must state the date that it becomes effective. After the vote on the enactment of the ordinance, any Councilperson may move that it be given immediate effect upon publication, rather than the date stated. Any effective date earlier than thirty days after enactment requires a two-thirds vote of the Councilpersons-elect.
- 10.5 Every ordinance shall be submitted to the Chief Legal Officer (for correct format, not content) for review prior to enactment.

MOTIONS

CONSIDERATION OF MOTIONS

- Rule 11.1 When a question is under debate, the Chair will receive only the following motions:

Rule 13	to adjourn
Rule 14	to recess
Rule 15	to postpone temporarily (lay on the table)
Rule 16	to vote immediately (previous question)
Rule 17	to limit debate
Rule 18	to postpone definitely
Rule 19	to refer (commit)
Rule 20	to amend
Rule 21	to postpone indefinitely
Rule 22	to reconsider
rule 23	to rescind
rule 24	to withdraw a motion
rule 25	point of order
rule 26	point of information

- 11.2 If more than one of the above motions are made, they shall be considered in the order listed.

SUPPORT FOR MOTIONS

- Rule 12.1 No motion may be considered or debated unless it has the support of at least one other Councilperson and has been properly stated by the Chair.
- 12.2 Nominations need not be seconded.

MOTION TO ADJOURN

- Rule 13.1 A motion to adjourn is always in order. If it is made during the count of a vote, it will not be considered until after the vote is announced.
- 13.2 A motion to adjourn will be decided without debate. However, the issue of the time to reconvene may be debated if it is introduced by the maker of the motion or by amendment.

MOTION TO RECESS

- Rule 14.1 A motion to recess shall state the length of the recess and shall be decided without debate.
- 14.2 When a recess is taken during the pending of any question, the consideration of the question shall be resumed upon the reassembling of the Council.
- 14.3 The Chair may order a recess without objection.

MOTION TO POSTPONE TEMPORARILY (LAY ON THE TABLE)

- Rule 15.1 The Council may decide to postpone temporarily any matter pending before it. The motion may be referred to as a motion to lay on the table.
- 15.2 A decision to lay upon the table shall have the effect of postponing the question involved, all pending amendments, and other adhering motions.
- 15.3 If a decision is made to resume consideration of a matter or to take up from the table, it shall return in exactly the same form as when it was postponed temporarily. A motion to resume consideration must be made at the same meeting.
- 15.4 All matters postponed temporarily shall be considered at the meeting at which they were postponed. If the motion to take up from the table fails, the issue is considered to have failed.

- 15.5 A motion to postpone temporarily or to resume consideration shall be decided without debate.

MOTION TO VOTE IMMEDIATELY
(PREVIOUS QUESTION OR CALL THE QUESTION)

- Rule 16.1 Any Councilperson may move to vote immediately. If the motion is supported, debate will cease immediately. A two-thirds vote is required for the motion to carry. Failure to cease talking shall result in disciplinary action. Violators shall be removed from the meeting.
- 16.2 If the motion receives a majority of the votes of the Councilpersons-elect, in accordance with Section 3-204(a) of the Charter, the Council shall vote on the pending question or questions in their regular order.

MOTION TO LIMIT OR EXTEND DEBATE

- Rule 17.1 The Council may decide, by majority vote, to limit or determine the time that will be devoted to discussion of a pending motion or to modify or remove limitations already imposed on its decision. This may include a limit of time for each councilperson to speak to the issue. Failure to cease talking when a time limit has been reached shall result in disciplinary action. Violators shall be removed from the meeting.
- 17.2 If each councilperson has a limited time to speak, this time limit shall include any questions asked and/or answered per the councilpersons request.

MOTIONS #2

MOTION TO POSTPONE DEFINITELY

- Rule 18.1 The Council may decide to put off consideration of a pending main motion and to fix a definite time for its consideration.
- 18.2 The debate on the motion to postpone definitely shall be limited to the reasons for the postponement and the time the main motion shall be taken up.

MOTION TO REFER (COMMIT)

Rule 19.1 If a motion to refer a matter to a committee or other agency has been made, the Council shall proceed to decide the question of the referral.

19.2 There shall be no further debate on the merits of the main motion or amendments to the main motion until the referral motion is decided.

MOTION TO AMEND

Rule 20.1 A motion to amend must be germane to the main motion.

20.2 An amendment may be amended but an amendment to an amendment may not be amended.

MOTION TO POSTPONE INDEFINITELY

Rule 21.1 The Council may decide to prevent discussion or further discussion on a question by voting to postpone it indefinitely.

21.2 A motion that has been postponed indefinitely cannot come up again at the same meeting. If it is reintroduced at a later meeting, it shall be treated as a new motion.

MOTION TO RECONSIDER

Rule 22.1 A motion to reconsider any decision of the City Council may be made by any Councilperson that voted in the affirmative on the motion in question.

22.2 A motion to reconsider may be made at the same meeting or not later than the next succeeding regular meeting of the Council provided that notice has been given to the Council prior to the start of the meeting.

22.3 No question may be reconsidered more than once.

22.4 If a decision of the Council has gone into effect, the motion to reconsider shall not be in order.

MOTION TO RESCIND

Rule 23.1 Action to rescind, repeal or annul a previous action may be by resolution unless the previous action is an ordinance. Action to repeal a published ordinance may only be by ordinance regardless of whether the ordinance has gone into effect.

- 23.2 Notice of a motion to rescind a previous action must be given to the Clerk at least two days prior to the meeting at which the motion is to be made. However, the Council may vote by two-thirds of Councilpersons-elect to waive the notice.
- 23.3 Motions to rescind may be reconsidered regardless of whether the vote was affirmative or negative.

REQUEST TO WITHDRAW A MOTION

- Rule 24.1 Any Councilperson may withdraw his or her motion before it has been restated by the Chair and placed before the assembly. The Councilperson need not obtain concurrence of any other person.
- 24.2 After the motion has been placed before the assembly, it may only be withdrawn by majority consent of all Councilpersons present.
- 24.3 No request to withdraw a motion may be made after the vote on the motion has commenced.

MOTIONS #3

INCIDENTAL MOTIONS – POINT OF ORDER

- Rule 25.1 The purpose of a point of order is to correct a breach in the rules when the presiding officer does not correct it, or when the presiding officer makes a breach of the rules. **A POINT OF ORDER, REQUEST FOR INFORMATION, OR PARLIAMENTARY INQUIRY CANNOT INTERRUPT THE CHAIR OR ANOTHER MEMBER, WHO HAS BEEN PROPERLY RECOGNIZED TO SPEAK. THE CHAIR MAY STILL CALL MEMBERS TO ORDER.**
- 25.2 A point of order should not be used for minor infractions.
- 25.3 A point of order does not need a second, ~~can interrupt a speaker~~, is not debatable, and is decided by the chair.
- 25.4 A point of order cannot be ignored by the presiding officer. A ruling of "agreement - out of order" or "disagree - denied" must be given. All debate and/or talking shall cease immediately when a point of order is raised, in

order for the presiding officer to rule. Failure to cease talking shall result in disciplinary action. Violators shall be removed from the meeting.

25.5 Any two members have the right to *appeal* the presiding officer's decision on a point of order. This requires one member making (or taking) the appeal and another seconding (or supporting) it. Lack of support means the motion fails. If the motion is supported, the council body votes to decide the question. Members have no right to question the decision or ruling of the presiding officer unless they appeal from his/her decision.

25.6 **IN ORDER TO CALL FOR A POINT OF ORDER, A SPECIFIC RULE NUMBER MUST BE NOTED OR IT IS CONSIDERED AN ABUSE OF A POINT OF ORDER.**

INCIDENTAL MOTIONS - REQUEST FOR INFORMATION

Rule 26.1 A request for information generally applies to information desired from a speaker. **A POINT OF ORDER, REQUEST FOR INFORMATION, OR PARLIAMENTARY INQUIRY CANNOT INTERRUPT THE CHAIR OR ANOTHER MEMBER, WHO HAS BEEN PROPERLY RECOGNIZED TO SPEAK. THE CHAIR MAY STILL CALL MEMBERS TO ORDER.**

26.2 Its purpose is to help one understand the process and the potential consequences of the next voting.

26.3 A request for information cannot be ignored by the presiding officer, but the presiding officer – upon hearing the request – may decide whether the request is legitimate, and can proceed, or whether the speaker is misleadingly utilizing this motion to secure the floor for other purposes. The presiding officer must rule with either "proceed" or "denied" if the information is desired of a councilperson who is speaking, the presiding officer must inquire if the member will yield for a question and the councilperson may decide whether or not to yield.

26.4 A request for information can be given with a very short explanation, but using this tactic as an opportunity to gain the floor is not allowed. Multiple abuses of use of point of information is cause for disciplinary action.

PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER

**MAINTENANCE OF ORDER AND DEBATE
(THE PUBLIC AND CITY COUNCIL ARE BOTH SUBJECT TO THE DISORDERLY**

PERSON-PERSONS ORDINANCE SECTION 31-10 AND THE GENERAL CODE OF CONDUCT. ADDITIONALLY, THE CHAIR OR PRESIDING OFFICER HAS A RESPONSIBILITY AND DUTY TO ENFORCE THESE RULES AND SANCTIONS FOR THE PURPOSE OF MAINTENANCE OF ORDER. ONLY THE CHAIR OR PRESIDING OFFICER MAY DETERMINE AND RULE ON WHO/WHAT IS IN OR OUT OF ORDER. VIOLATIONS OF THIS RULE SHALL RESULT IN REMOVAL FROM THE MEETING.)

- Rule 27.1 No councilpersons shall leave their seats while a motion is on the floor. No councilpersons shall leave a meeting of the council without first having obtained leave to do so from the president, presiding officer or committee chair. If a councilperson leaves a meeting without having obtained this permission, the presiding officer is to assume the councilperson has left the meeting and will not, cannot, return without the presiding officer's permission. A councilperson who has left a meeting may not vote without having first obtained the presiding officer's permission to return to the meeting.
- 27.2 When a member has been called to order, the Chair shall determine whether or not he or she is in order. Every question of order shall be decided by the Chair subject to an appeal to the Council by any member. If a member is called to order for words spoken, the exceptional words shall be immediately taken down in writing so that the presiding officer or Council may be better able to judge the matter.
- 27.3 During any portion of any meeting, council members may not engage in any type of argumentative discourse with members of the audience, at any time, for any reason. Any council member or audience member who engages in this behavior during a meeting shall be removed from the meeting.
- 27.4 Only the presiding officer may call an individual (or staff member, or department head, etc.) Up to the podium (and/or table) to speak. Other council members would have to petition the presiding officer to make this request.
- 27.5 **FOR AGENDA ITEMS, THERE WILL BE AN UNTIMED QUESTION AND ANSWER (Q&A) PERIOD FOR DEPARTMENT HEADS AND OTHERS, BUT NO DEBATE OR GENERAL COMMENTS WILL BE ALLOWED DURING THAT TIME.**

RIGHT TO SPEAK IN DEBATE

- Rule 28.1 Every Councilperson and every person granted the privilege of speaking to the Council shall address all remarks to members of the Council and shall not speak until recognized.
- 28.2 When two or more Councilmembers address the Chair at the same time, the Chair shall name the Councilperson who is first to speak.
- 28.3 **DISCUSSION OF ANY MATTER (RESOLUTION, SPECIAL ORDER, ETC) WILL BE LIMITED TO FIVE (5) MINUTES TOTAL, PER MEMBER, ON ANY GIVEN ITEM, WITH MEMBERS PERMITTED TO RESERVE PART OF THEIR TIME TO SPEAK A SECOND TIME. NO FURTHER BANKING OF TIME AND NO YIELDING OF TIME IS PERMITTED.**
- 28.4 **DISCUSSION OR DEBATE ON ANY AGENDA ITEM (RESOLUTION, ORDINANCE, ETC) CANNOT TAKE PLACE UNLESS THERE IS A MOTION ON THE FLOOR.**

PUBLIC MEETINGS AND PARTICIPATION BY PUBLIC

- Rule 29.1 All meetings of the Council shall be open to the public in accordance with law.
- 29.2 If a member of the public wishes to address the City Council, they may do so at the regular City Council meeting. He or she shall submit, prior to the start of the meeting, a statement in writing containing his or her name and address and the topic to be covered. A box will be placed at the entrance to the Council Chambers for the collection of the statements.
- 29.3 Members of the public shall have no more than 3 minutes per speaker during public comment. Only one speaking opportunity per speaker. Numbered speaker slips will be provided prior to the start of a meeting to those wishing to speak during this portion of the agenda. No additional speakers or slips will be accepted after the meeting begins. City council members may not also address council as a member of the public at this time. Speakers may not allocate or "donate" their allotted time to another person.
- 29.4 If a member of the public is addressing the Council at a scheduled public hearing, he or she shall stand to obtain recognition by the President at the opening of the hearing or at the conclusion of the remarks of the previous speaker.

- 29.5 Members of the public shall have no more than 10 minutes to address the City Council during a public hearing.
- 29.6 Any person while being heard at a Council meeting may be called to order by the President or any Councilperson for failure to be germane, for vulgarity, for personal attack of persons or institutions, or for speaking in excess of the allotted time.
- 29.7 Any person who is called to order shall thereupon yield the floor until the President shall have determined whether he or she is in order. Every question of order shall be decided by the President subject to an appeal by any Councilperson to the Council. If a person so engaged in presentation shall be determined by the Council to be out of order, that person shall not be permitted to continue at the same meeting except on special leave of the Council.
- 29.8 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 and is subject to all rules of decorum and discipline.

CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

GENERAL CONDUCT AND STANDARDS OF CONDUCT

- Rule 30.1 Every councilperson is subject to the established rules of general conduct and the standards of conduct.

ETHICS

- Rule 31.1 Every councilperson is subject to the established rules of the City of Flint ethics ordinance.

DISCIPLINARY ACTIONS

- Rule 32.1 Every councilperson is subject to the established rules and disciplinary actions for violations of rules and City ordinances.

REVIEW OF CITY COUNCIL RULES

ANNUAL REVIEW OF CITY COUNCIL RULES

- Rule 33.1 Every December, the City Council shall place an item on the Special Affairs Committee agenda for a review of these rules.
- 33.2 At his/her own discretion, the council president may at any time appoint a committee and its members to review and offer revisions of city council rules.
- 33.3 The rules may be revised upon a 2/3 majority vote of city council members, per the City Charter. All council members are subsequently and immediately subject to the approved rules.
- 33.4 It is the responsibility and duty of the council president, vice president and all committee chairs to ensure that these rules are adhered to, and to apply the recommended disciplinary actions if they are not. Failure to do so is itself a violation of the rules and subjects the violator to disciplinary actions.

Rules Originally Adopted: May 10, 1976

1st Amendment Adopted: May 24, 2010

2nd Amendment Adopted: April 27, 2015

3rd Amendment Adopted: June 12, 2017

4th Amendment Adopted: November 23, 2020

210158

ORDINANCE NO. _____

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

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

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

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

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX BENEFITS OF PAYING A SERVICE CHARGE

IN LIEU OF AD VALOREM TAXES (BUT NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. THE ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO FOUR PERCENT (4%) OF THE ANNUAL SHELTER RENTS, EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF RENT PAYABLE UNDER ANY GOVERNMENTAL SUBSIDY. NOTWITHSTANDING THE FOREGOING, THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

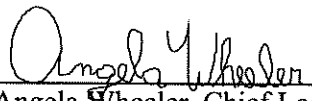
Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of

_____, 2021 A.D.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

ORDINANCE REVIEW FORM

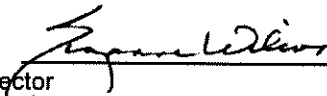
FROM: Planning and Development
Department

NO. 21-
Law Office Login #

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

1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

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

By: Director 
Suzanne Wilcox, Director

DATE: March 29, 2021

2. ORDINANCE REVIEW - LAW DEPARTMENT

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

By: 
Angela Wheeler, Chief Legal Officer

DATE: 3-30-2021

3. ORDINANCE REVIEW-FINANCE DEPARTMENT

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

By: 
Amanda Trujillo, Chief Financial Officer

DATE: 03/30/2021

4. ORDINANCE REVIEW-MAYORS OFFICE

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

By: _____
Clyde Edwards, City Administrator

DATE: _____

Flushing Place PILOT Vs. Tax Comparisons

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

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

3) Estimated project ad valorum taxable value:

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

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

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



CITY OF FLINT

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

PURPOSE

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

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

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

ELIGIBILITY

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

PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

APPLICATION REQUIREMENTS

1) Completed Application Form

2) Narrative:

a. Background information:

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

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

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

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

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

- i. State the location 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

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

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



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

APPLICANT INFORMATION

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

GUARANTORS INFORMATION

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

ENTITY NAME	
ENTITY PRINCIPAL	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

PROJECT INFORMATION

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

DEVELOPMENT TEAM

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

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

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

Flushing Place PILOT Application Narrative

a. Background Info

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

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

b. Describe Proposed Project

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please see the attached development sources and uses.

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

Please see the attached operating proforma.

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

Please see the attached rent roll and income limits.

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

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

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

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

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

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

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

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

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

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

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

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

LIHTC Allocation % 0.86

PK Development Group

Summary Proforma

Flushing Place - Mixed Use
Flint, MI

Construction

Base Year
20%

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

PK Development Group

Summary Proforma

Flushing Place - Mixed Use

Flint, MI

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

Rent Schedule - Residential

Annual Gross Rent Potential	467,424
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Project: Flushing Place Apartments
Flint, MI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature
Ronald Potterpin
Print Name

January 5, 2021
Date

President
Title

PK Housing & Management - Staff Training Schedule

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

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

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

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

**Flushing Place Apartments
Exhibit B**

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

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

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

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

OPTION AGREEMENT

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

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

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

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

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

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

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

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

6. **Warranties and Representations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Optionor:

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

If to Optionee:

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

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

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

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

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

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

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

Signature page to follow.

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

WITNESS:

OPTIONOR:

Uptown Reinvestment Corporation, a Michigan
nonprofit corporation

By: _____

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

OPTIONEE:

PK Development Group, LLC, a Michigan limited
liability company

By: _____
Chris Potterpin, Member

Address: 1784 Hamilton Rd
Okemos, MI 48864

EXHIBIT A – Legal Description of the Property

- 847 N Stevenson Street, Flint, MI 48504

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

- 841 N Stevenson Street, Flint, MI 48504

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

OPTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

6. **Warranties and Representations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. **Closing Costs.**

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

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

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

If to Optionor:

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

If to Optionee:

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

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

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

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

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

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

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

18. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

Signature page to follow.

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

WITNESS:

OPTIONOR:

By: _____

Dr. Ahmed Arif

Address: 1201 Flushing Road
Flint, MI 48504

OPTIONEE:

PK Development Group, LLC, a Michigan limited
liability company

By: _____

Chris Potterpin, Member

Address: 1784 Hamilton Rd
Okemos, MI 48864

EXHIBIT A – Legal Description of the Property

820 Frost Street, Flint, MI 48504 –

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

823 Stevenson Street, Flint, MI 48504 –

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

829 Stevenson Street, Flint, MI 48504 –

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

833 Stevenson Street, Flint, MI 48504 –

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