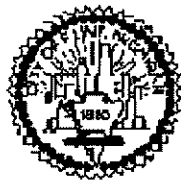


City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, September 8, 2021

5:00 PM

Agenda amended to include Ordinances 210426 and 210427

ELECTRONIC PUBLIC MEETING

LEGISLATIVE COMMITTEE

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

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

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

Eva Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy City Clerk

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

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

Pursuant to Act 267 of the Public Acts of 1976 Open Meetings Act as amended and Flint City Charter Section 3-202, notice is hereby given that the Flint City Council hereby calls for Regular Meetings of the Flint City Council scheduled to be held as follows:

**Flint City Council Committee Meetings
(Finance, Governmental Operations, Legislative & Grants)
Wednesday, September 8, 2021, at 5 p.m.**

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

1. In order to speak during the PUBLIC SPEAKING PERIOD of each meeting by telephone, participants will also call (617) 944-8177. (If unable to call in, please dial (206) 451-6011):
 - a. All callers will be queued and muted until the Public 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 accommodation - including but not limited to interpreters.

If there are any questions concerning this notice, please direct them to City Council office at (810) 766-7418.

ROLL CALL

MEMBER REMOTE ANNOUNCEMENT

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

MEMBER CONTACT INFORMATION

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

PROCEDURES ON CONDUCTING ELECTRONIC MEETINGS

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

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

PUBLIC SPEAKING

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

COUNCIL RESPONSE

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

SPECIAL ORDERS

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

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

210369 Special Order/Four Ordinances

A Special Order as requested by Councilperson Mays to discuss the four ordinances that were acknowledged for First Reading at the July 26, 2021, City Council meeting (210214.1 -- Drag Racing; 210231 --Landlords' and Evictions; 201332 --Cruelty to Animals; and 210333 -- Loitering and Motor Vehicles.)

210412 Special Order/Combining Lots

A Special Order as requested by Councilperson Davis to discuss combining lots, especially in relation to Brownfields.

RESOLUTIONS

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

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

ORDINANCES

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

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

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

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

210332 Amendment/Ordinance/Chapter 9 (Animals and Fowl)/Article I (In General)/Section 9.1 (Cruelty to Animals Prohibited)/Addition of Sections 9-1.1 through 9-1.6

Ordinance to amend the Code of the City of Flint by amending Chapter 9 (Animals

& Fowl), Article 1 (In General) by amending 9-1 (Cruelty to Animals Prohibited) by adding Sections 9-1.1 through 9-1.6.

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

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

- 210378** Amendment/Chapter 50/PC-21-408/Shaltz Acquisitions, LLC/Rezoning/448 South Saginaw Street/From D-4 to D-5/Ward 5

An ordinance to amend the Code of the City of Flint has been requested by Shaltz Acquisitions (PC-21-408) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 448 South Saginaw Street, Parcel No. 41-18-107-019, legally described as VILLAGE OF FLINT NLY 20 FT OF SLY 28 FT OF LOT 7, BLK 3 from "D-4" Metropolitan Business District and future zoned "DC-Downtown Core" to "D-5" Metropolitan Commercial Service Business District. THE PLANNING COMMISSION RECOMMENDS DENIAL.

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

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

- 210399** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article IV Purchases)/Addition of Section 18-21.14 (Sale of City Personal Property)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, (Taxation; Funds; Purchasing); Article IV, (Purchases), with the addition of Section 18-21.14, (Sale of City Personal Property).

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

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

- 210423** Amendment/Ordinance/Chapter 46 (Utilities)/Article II (Water Supply and Sewage

Disposal System)/Division 1 (Generally)/Amending Section 46-17 (Disputed Water Supply and Sewage Disposal Billing; Inspection; Consumer Hearing; Adjustment of Bill)/Adding Section 46-17.1 (Water Payment Assistance Program)

An ordinance to amend Chapter 46 (Utilities), Article II (Water Supply and Sewage Disposal System), Division 1 (Generally), of the Code of the City of Flint by amending Section 46-17 (Disputed Water Supply and Sewage Disposal Billing; Inspection; Consumer Hearing; Adjustment of Bill) with the addition of Section 46-17.1 (Water Payment Assistance Program).

210424

Amendment/Ordinance/Chapter 46 (Utilities)/Article II (Water Supply and Sewage Disposal System)/Division 1 (Generally)/Amending Section 46-17 (Disputed Water Supply and Sewage Disposal Billing; Inspection; Consumer Hearing; Adjustment of Bill)

An ordinance to amend Chapter 46 (Utilities), Article II (Water Supply and Sewage Disposal System), Division 1 (Generally), of the Code of the City of Flint by amending Section 46-17 (Disputed Water Supply and Sewage Disposal Billing; Inspection; Consumer Hearing; Adjustment of Bill) by adding 46-17.1 (Disputed Unpaid Water Bills Left by Tenants or Water Liens from Previous Owners; Consumer Hearing; Adjustment of Bill).

210426

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

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (FF). [NOTE: The PILOT is for Clark Commons III, LLC, Limited Divident Housing Association (LDHA), LLC. 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.]

210427

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

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (GG). [NOTE: The PILOT is for 700 East Court Street Village Low Income Limited Divident Housing Association, LP. 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.]

DISCUSSION ITEMS

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

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

210119 Discussion Item/Blight Tickets

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

210206 Referral/Ordinances/Littering

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

210209 Discussion Item/Combining Lots

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

210294 Referral/Ordinance/Public Hearings/Rezoning

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

ADJOURNMENT



RESOLUTION NO.:

210233.1
JUN 14 2021

PRESENTED:

ADOPTED:

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

(1809 James P. Cole)

BY THE CITY ADMINISTRATOR:

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

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

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

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

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

IT IS RESOLVED, THAT:

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

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

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

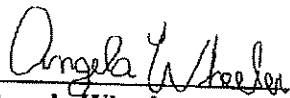
"Plan" means the Plan prepared by the Authority, as transmitted to the City Council by the Authority for approval, copies of which Plan are on file in the office of the City Clerk.

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

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

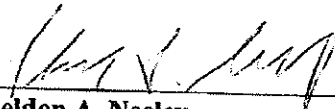
- c. The proposed method of financing the costs of eligible activities is feasible and the authority has the ability to arrange the financing.
 - d. The costs of eligible activities proposed are reasonable and necessary to carry out the purpose of Act 381.
 - e. The amount of captured taxable value estimated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

Approved as to Form:



Angela Wheeler
Chief Legal Officer

ADMINISTRATION:



Sheldon A. Neeley
Mayor

Kate Fields, Council President

**RESOLUTION STAFF REVIEW FORM**

TODAY'S DATE: 2/3/2021

BID/PROPOSAL#

AGENDA ITEM TITLE: Brownfield Plan Approval

PREPARED BY Khalfani Stephens
(Please type name and Department)

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

This is a resolution to establish a brownfield plan for 1809 James P. Cole. The project is estimated to be approximately \$14.25 Million and will result in approximately 110K SF of renovated industrial space and 190K of new industrial space. New job creation is TBD.

FINANCIAL IMPLICATIONS: This will reduce the taxes collected for up to 30 years (see attached table)

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

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

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:



CITY OF FLINT

ACCOUNTING APPROVAL: _____ Date: _____

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

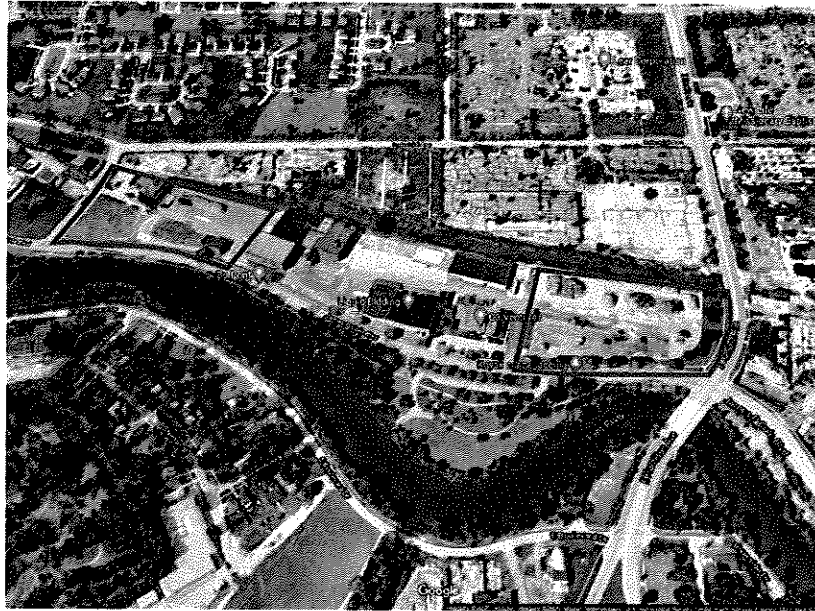
OTHER IMPLICATIONS (i.e., collective bargaining):

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



DEPARTMENT HEAD SIGNATURE: ___Khalfani Stephens, Economic Development Director
(PLEASE TYPE NAME, TITLE)

EXHIBIT A

CITY OF FLINT
BROWNFIELD REDEVELOPMENT AUTHORITY



BROWNFIELD PLAN FOR THE
PROPOSED DUPONT INDUSTRIAL FACILITY
REDEVELOPMENT PROJECT

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

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

Approved by the Brownfield Redevelopment Authority on: _____

Approved by the Flint City Council on: _____

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

TABLE OF CONTENTS

I.	INTRODUCTION	I-4
II.	GENERAL PROVISIONS	
	A. Description of Eligible Property	II-5
	B. Basis of Eligibility	II-7
	C. Summary of Eligible Activities	II-9
	D. Estimate of Captured Taxable Value and Tax Increment Revenues; Impact of Tax Increment Financing on Taxing Jurisdictions	II-11
	E. Plan of Financing; Maximum Amount Of Indebtedness	II-13
	F. Duration of Plan	II-13
	G. Effective Date of Inclusion	II-14
	H. Displacement/Relocation of Individuals On Eligible Property	II-14
	I. Local Brownfield Revolving Fund (LBRF)	II-14
	J. Brownfield Redevelopment Fund	II-15
	K. Developer's Obligations, Representations and Warrants	II-15
III.	ATTACHMENTS	
	A. Site Map	A
	B. Legal Description(s)	B
	C. Project Description	C
	D. Supportive Letters	D

E. Estimated Cost of Eligible Activities	E
F. TIF Tables	F
G. BSE&E Acknowledgement and Other Environmental Documents	G

I. INTRODUCTION

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

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

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

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

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

II. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Census Tract Qualification

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

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

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

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

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

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

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

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

In addition, based on the condition of the existing structures, the Property could also qualify under either “blighted²” or “functionally obsolete³” status, however, Developer has not moved forward with either or both such designations as the Property already qualifies under Act 381.

Phase I Environmental Site Assessment (ESA)

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

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

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

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

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

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

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

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

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

As the Property qualifies as a “facility¹,” it is eligible for Brownfield Redevelopment Incentives pursuant to the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended. In addition, based on the condition of the existing structures, the Property could also qualify under either “blighted²” or “functionally obsolete³” status.

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

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

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

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

SEE: [http://www.legislature.mi.gov/\(S\(1xfrcyrrylw4dlqaeqzmk3\)\)/mileg.aspx?page=getObject&objectName=mcl-324-20101](http://www.legislature.mi.gov/(S(1xfrcyrrylw4dlqaeqzmk3))/mileg.aspx?page=getObject&objectName=mcl-324-20101)

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

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

¹Under MCL 125.2652(2)(s) "Functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
PROPOSED DUPONT INDUSTRIAL FACILITY
Brownfield Redevelopment Plan

Section D Capture Summary Table ¹			
	Developer P&I	Local RLF	State Brownfield RLF
<u>School Capture</u>			
State Education Tax (SET)	\$222,116.24	\$81,770.29	\$303,887
School Operating Tax	\$1,428,867	\$490,622	
<u>Local Capture</u>			
County Operating	\$404,311	\$148,844	
Library	\$296,155	\$109,027	
Flint Operating	\$555,291	\$204,426	
Public Safety	\$444,232	\$163,541	
Misc. Levies	\$670,747	\$246,930	
Genesee County Parks	\$55,366	\$20,383	
Parks and Rec	\$37,019	\$13,628	
Genesee ISD	\$277,327	\$102,096	
Mass Transit	\$90,483	\$33,310	
Flint Sinking Fund	\$87,366	\$32,163	
CS Mott Operating	\$145,893	\$53,709	
TOTAL	\$4,715,173	\$1,700,449	\$303,887

In addition, the following taxes are projected to be generated but shall not be captured during the life of this Plan:		
<u>Non-Capturable Millages</u>		
Flint School Debt	\$208,789	\$76,864
CS Mott Debt	\$58,491	\$21,533
Public Library Debt	\$134,751	\$49,607
TOTAL	\$402,030	\$148,004

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. Effective Date of Inclusion in Brownfield Plan

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

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

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

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

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

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

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

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

K. Developer's Obligations, Representations and Warrants

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

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

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

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

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

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

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

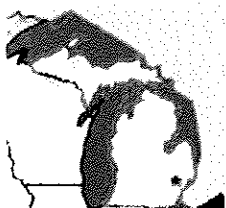
z:3708938 v9

III. ATTACHMENTS

Exhibit A
PROPOSED DUPONT INDUSTRIAL FACILITY
Brownfield Redevelopment Plan

ATTACHMENT A

Site Map



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



FIGURE 1: SITE LOCATION MAP

Former DuPont Industrial Facility

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

PROJECT: 2020041601.01

DATE: 8/28/2020

PREPARED BY: NGM



Environmental Services •
 Land Development • Real
 Estate Consulting

40701 Woodward Avenue, Suite 50
 Bloomfield Hills, Michigan 48304
 Tel (248) 203-9898 Fax (248) 647-0526
 Email: info@associatedenvironmental.net
 Web: www.associatedenvironmental.net

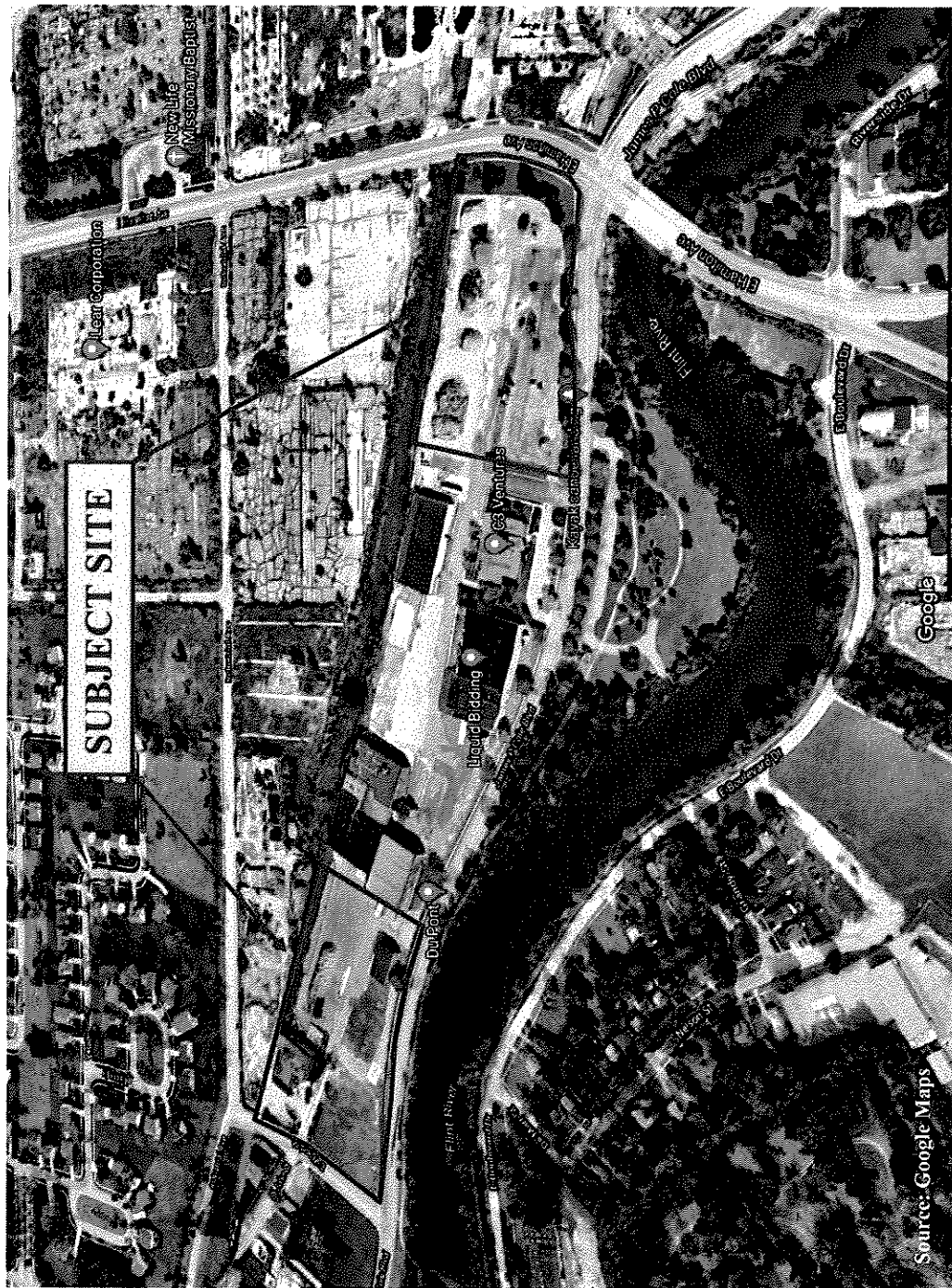


FIGURE 2: AERIAL SITE MAP

Former DuPont Industrial Facility

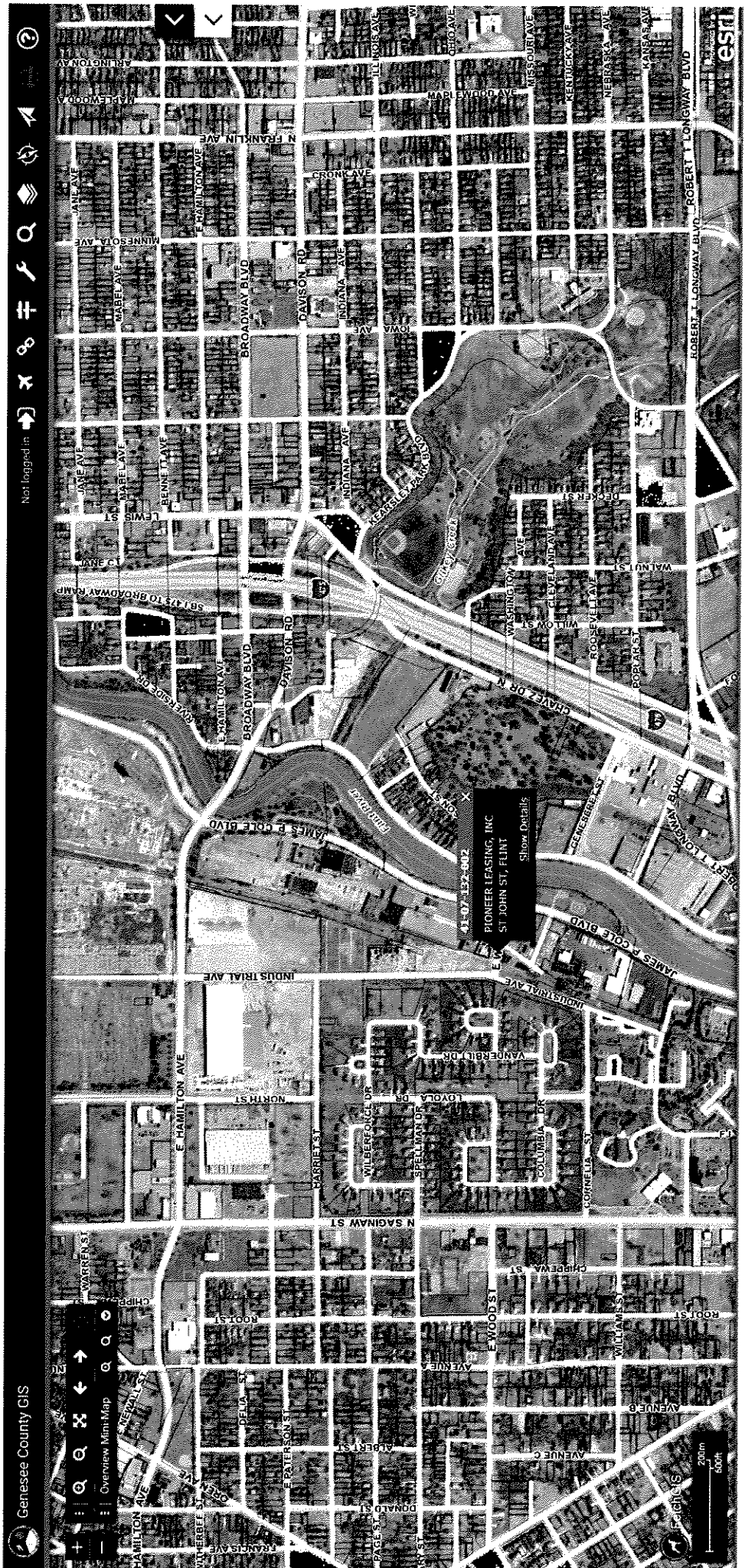
James P. Cole Boulevard

Flint, Genesee County, Michigan 48503

40701 Woodward, Suite 50
Bloomfield Hills, Michigan 48304
Tel: (248) 203-9898
Fax: (248) 647-0526
E: info@associatedenvironmental.net
W: www.associatedenvironmental.net

ATTACHMENT B

Legal Descriptions of Eligible Property to which the Plan Applies



41-07-132-002
PIONEER LEASING, INC
ST JOHN ST, FLINT
Show Details

ATTACHMENT C

Project Description – See attached Project Description

Project Summary

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

Attachment C

Brownfield Plan for James P Cole Venture, LLC

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

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

Project Description

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

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

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

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

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

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

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

As the proposed tenants for the new buildings have not been identified at this time, the actual estimated new full-time jobs being created by the Project are not yet determined. However, using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. As the two new industrial buildings are proposed to be 90,000 ft² and 100,000 ft² and based on the USEIA data of "Median square feet per worker" of 1,442 ft², the estimated new jobs per building to be created are 62.4 and 69.3, respectively.

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

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

See:

https://www.payscale.com/research/US/Job=Production_Worker/Hourly_Rate/32d28c9e/Flint-MI

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

Development Team

Developer/Entity

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

Entity Members

Please see the attached Ownership Description

Brownfield Redevelopment Consultant and Primary Point of Contact

Mr. Nicholas G. Maloof, RPG
President and General Counsel
Associated Environmental Services, LLC
40701 Woodward Avenue, Suite 50
Bloomfield Hills, Michigan 48304
T (248) 203-9898
F (248) 647-0526
M (248) 250-2525
E ngm@associatedenvironmental.net
W www.associatedenvironmental.net

Primary Environmental Consultant for Developer

To Be Determined (TBD)

T () -

M () -

E

W www.

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

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

Other Incentives

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

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

See attached for Project drawings and renderings.

Job Creation and Economic Development

completion of this Project is estimated to create an average of 33.8 Full Time Equivalent (FTE) construction jobs per year during the nine (9) month estimated construction phase (.8 year) for each of the buildings comprising the Project within the City of Flint, Genesee County, Michigan resulting in an estimated annualized construction payroll of \$4,375,800.00 or more per year for the construction phase (estimated \$3,281,850.00 or more per Building for a total Project construction payroll of \$6,563,700.00 using FTE calculations). As the proposed tenants for the Project are unknown, AES projected the estimated number of jobs using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. AES also obtained and used information on hourly wages from Payscale.com. According to Payscale.com, the "Average Production Worker Hourly Pay in Flint, Michigan is \$13.24. As the two new industrial buildings are proposed to be 90,000 ft² and 100,000 ft² and based on an the USEIA data of "Median square feet per worker" of 1,442 ft², the estimated new jobs per building to be created are 62.4 FTE and 69.3 FTE, respectively. Based on the foregoing projections, the estimated new permanent FTE jobs payroll being created by the Project is 62.4 FTE X \$13.24/Hour for 40 hours per week for 52 weeks/year = \$1,718,812.76 and 69.3 FTE X \$13.24/Hour for 40 hours per week for 52 weeks/year = \$1,909,791.96 or a total estimated payroll of \$3,628,604.72. Please see the tables below for a

Table 1: Construction Phase Job Creation and Direct Economic Impact

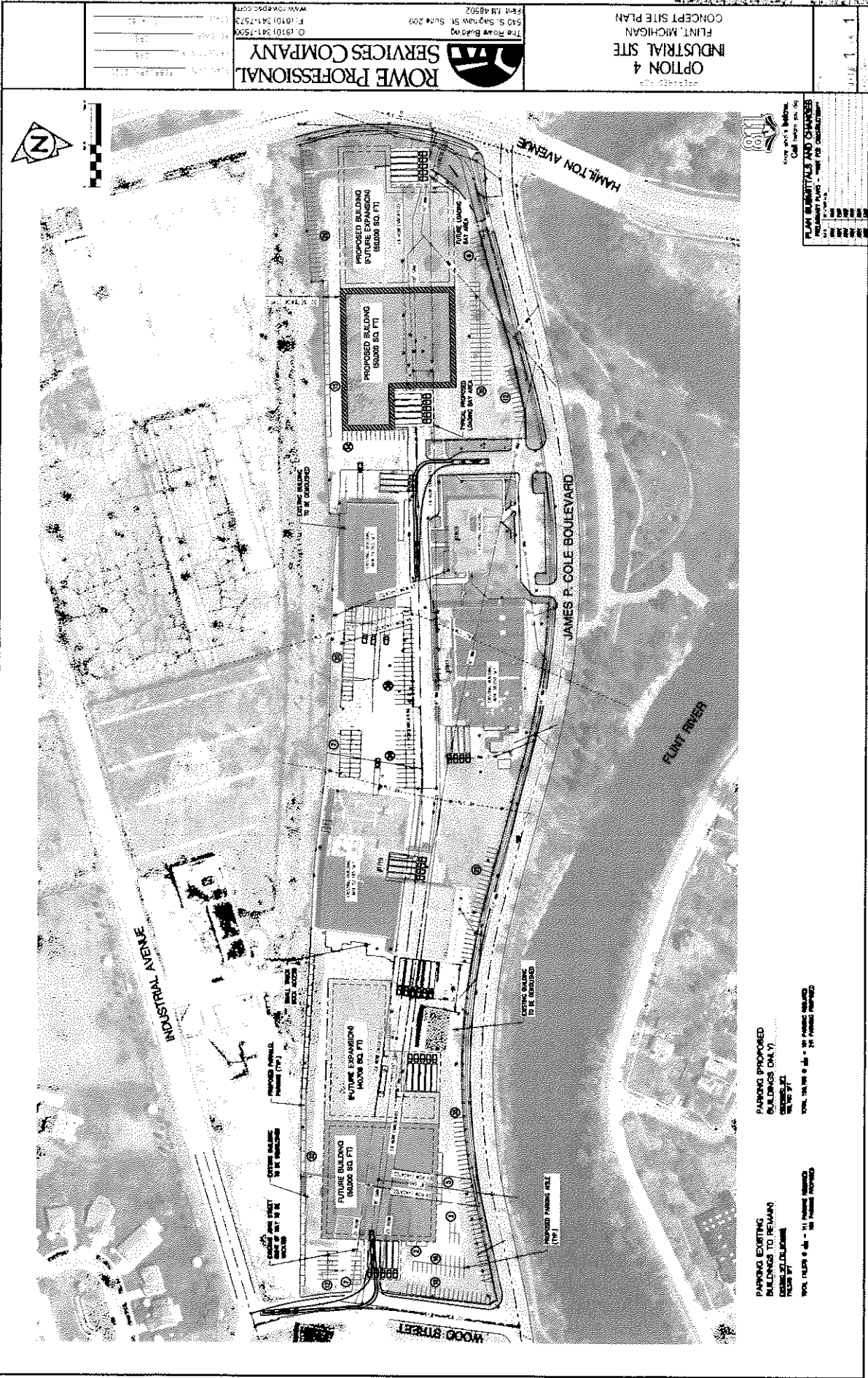
Phase of Construction	Job Classification	Typical Hourly Rate	Typical Hours Worked (Weekly)	Typical Annual Salary	Number of Jobs Related to Project (Average per year)	Total Annualized Payroll Related to Project	Duration of Jobs in Years Created by Project (in years based on # months construction)	Full-time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

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

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

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

As the proposed tenants for the Project are unknown, AES projected the estimated number of jobs using U.S. Energy Information Administration (USEIA), Office of Energy Consumption and Efficiency Statistics, job creation can be estimated based on the proposed building square footage and national ratios for jobs on a per square foot basis. AES also obtained and used information on hourly wages from Payscale.com. According to Payscale.com, the "Average Production Worker Hourly Pay in Flint, Michigan is \$13.24. As the two new industrial buildings are proposed to be 90,000 ft² and 100,000 ft² and based on an the USEIA data of "Median square feet per worker" of 1,442 ft², the estimated new jobs per building to be created are 62.4 FTE and 69.3 FTE, respectively. Based on the foregoing projections, the estimated new permanent FTE jobs payroll being created by the Project is 62.4 FTE X \$13.24/Hour for 40 hours per week for 52 weeks/year = \$1,718,812.76 and 69.3 FTE X \$13.24/Hour for 40 hours per week for 52 weeks/year = \$1,909,791.96 or a total estimated payroll of \$3,628,604.72. Please see the tables below for a summary of direct economic benefits resulting from the Project.



PLAN DIMENSIONS AND CHANGES

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMITTING

PARKING EXISTING
 BUILDINGS TO REMAIN
 10000 SQ. FT.
 TOTAL 10000 SQ. FT. - 11 PARKING SPACES
 10000 SQ. FT. - 11 PARKING SPACES

PARKING PROPOSED
 BUILDINGS ONLY
 10000 SQ. FT.
 TOTAL 10000 SQ. FT. - 11 PARKING SPACES
 10000 SQ. FT. - 11 PARKING SPACES

OPTION 4
INDUSTRIAL SITE
CONCEPT SITE PLAN

ROWE PROFESSIONAL SERVICES COMPANY
 O (910) 241-1500
 F (910) 241-1573
 www.rowepsc.com



The Rowe Building
 540 S. Sycamore St. Suite 200
 Flint, MI 48902

NO.	DATE	DESCRIPTION
1	10/1/00	ISSUED FOR PERMITTING





Exhibit A
PROPOSED DUPONT INDUSTRIAL FACILITY
Brownfield Redevelopment Plan

ATTACHMENT D

Supportive Letters

ATTACHMENT E

Estimated Cost of Eligible Activities Tables

ESTIMATED COST OF ELIGIBLE ACTIVITIES SUMMARY

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

¹Does not include 15% Act 381 Contingency

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

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

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

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

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

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

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

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

APPROVED
 ANDREWS
 STATE

ATTACHMENT F

TIF Tables

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

FINAL DRAFT FOR REVIEW AND APPROVAL

EXHIBIT A: TIF TABLE

	Plan Year																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
(Estimated Taxable Value (TV) Increase Rate) 1% per year																	
Plan Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
*Base Taxable Value	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000	\$ 34,000
Estimated New TV	\$ 4,631,250	\$ 4,631,250	\$ 4,724,338	\$ 4,771,065	\$ 4,815,297	\$ 4,857,600	\$ 4,898,185	\$ 4,937,127	\$ 4,974,430	\$ 5,010,100	\$ 5,044,241	\$ 5,076,855	\$ 5,107,943	\$ 5,137,505	\$ 5,165,542	\$ 5,192,060	\$ 5,217,060
Incremental Difference (New TV - Base TV)	\$ 4,597,250	\$ 4,597,250	\$ 4,690,338	\$ 4,737,065	\$ 4,781,297	\$ 4,823,600	\$ 4,864,185	\$ 4,903,127	\$ 4,940,430	\$ 4,976,100	\$ 5,010,241	\$ 5,042,855	\$ 5,073,943	\$ 5,103,505	\$ 5,131,542	\$ 5,158,060	\$ 5,183,060
Millage Rate	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000
School District	State Education Tax (SET)	\$ 27,184	\$ 27,184	\$ 28,142	\$ 28,675	\$ 29,112	\$ 29,593	\$ 30,098	\$ 30,626	\$ 31,178	\$ 31,754	\$ 32,354	\$ 32,978	\$ 33,626	\$ 34,298	\$ 34,994	\$ 35,714
School District	School Operating Tax	\$ 87,751	\$ 88,368	\$ 89,036	\$ 89,756	\$ 90,520	\$ 91,331	\$ 92,139	\$ 92,994	\$ 93,896	\$ 94,845	\$ 95,840	\$ 96,882	\$ 97,972	\$ 99,110	\$ 100,296	\$ 101,530
School Total																	
Local Taxable																	
County Operating	\$ 26,185	\$ 26,185	\$ 26,613	\$ 26,871	\$ 27,131	\$ 27,395	\$ 27,663	\$ 27,935	\$ 28,210	\$ 28,488	\$ 28,769	\$ 29,052	\$ 29,338	\$ 29,626	\$ 29,917	\$ 30,210	\$ 30,506
Library	\$ 28,389	\$ 28,389	\$ 28,974	\$ 29,241	\$ 29,511	\$ 29,784	\$ 30,060	\$ 30,339	\$ 30,620	\$ 30,904	\$ 31,191	\$ 31,480	\$ 31,771	\$ 32,064	\$ 32,360	\$ 32,658	\$ 32,958
Fire Operating	\$ 34,479	\$ 34,479	\$ 35,178	\$ 35,527	\$ 35,880	\$ 36,237	\$ 36,598	\$ 36,962	\$ 37,329	\$ 37,699	\$ 38,072	\$ 38,448	\$ 38,826	\$ 39,206	\$ 39,588	\$ 39,972	\$ 40,358
Police Safety	\$ 27,544	\$ 27,544	\$ 28,147	\$ 28,425	\$ 28,707	\$ 28,993	\$ 29,283	\$ 29,576	\$ 29,872	\$ 30,171	\$ 30,472	\$ 30,775	\$ 31,080	\$ 31,387	\$ 31,696	\$ 32,006	\$ 32,317
Mass Transit	\$ 41,648	\$ 41,648	\$ 42,068	\$ 42,493	\$ 42,923	\$ 43,357	\$ 43,795	\$ 44,237	\$ 44,683	\$ 45,133	\$ 45,587	\$ 46,045	\$ 46,506	\$ 46,970	\$ 47,437	\$ 47,907	\$ 48,380
Genesee County Parks	\$ 24,706	\$ 24,706	\$ 25,007	\$ 25,313	\$ 25,624	\$ 25,940	\$ 26,261	\$ 26,587	\$ 26,918	\$ 27,253	\$ 27,592	\$ 27,935	\$ 28,282	\$ 28,632	\$ 28,985	\$ 29,341	\$ 29,699
Parks and Rec	\$ 2,999	\$ 2,999	\$ 3,027	\$ 3,055	\$ 3,083	\$ 3,111	\$ 3,140	\$ 3,169	\$ 3,198	\$ 3,227	\$ 3,256	\$ 3,285	\$ 3,314	\$ 3,343	\$ 3,372	\$ 3,401	\$ 3,430
Genesee ISO	\$ 17,770	\$ 17,770	\$ 18,031	\$ 18,293	\$ 18,556	\$ 18,820	\$ 19,085	\$ 19,351	\$ 19,618	\$ 19,886	\$ 20,155	\$ 20,425	\$ 20,695	\$ 20,966	\$ 21,237	\$ 21,508	\$ 21,780
Mass Transit	\$ 5,618	\$ 5,618	\$ 5,675	\$ 5,732	\$ 5,789	\$ 5,846	\$ 5,903	\$ 5,960	\$ 6,017	\$ 6,074	\$ 6,131	\$ 6,188	\$ 6,245	\$ 6,302	\$ 6,359	\$ 6,416	\$ 6,473
Port Security	\$ 9,059	\$ 9,059	\$ 9,150	\$ 9,242	\$ 9,335	\$ 9,428	\$ 9,521	\$ 9,614	\$ 9,707	\$ 9,800	\$ 9,893	\$ 9,986	\$ 10,079	\$ 10,172	\$ 10,265	\$ 10,358	\$ 10,451
CS Multi Operating	\$ 1,900	\$ 1,900	\$ 1,910	\$ 1,920	\$ 1,930	\$ 1,940	\$ 1,950	\$ 1,960	\$ 1,970	\$ 1,980	\$ 1,990	\$ 2,000	\$ 2,010	\$ 2,020	\$ 2,030	\$ 2,040	\$ 2,050
Local Total																	
Non-Capturable																	
Port School District	\$ 12,964	\$ 12,964	\$ 13,095	\$ 13,227	\$ 13,360	\$ 13,493	\$ 13,626	\$ 13,760	\$ 13,894	\$ 14,028	\$ 14,162	\$ 14,296	\$ 14,430	\$ 14,564	\$ 14,698	\$ 14,832	\$ 14,966
CS Multi Dist	\$ 3,612	\$ 3,612	\$ 3,648	\$ 3,684	\$ 3,720	\$ 3,756	\$ 3,792	\$ 3,828	\$ 3,864	\$ 3,900	\$ 3,936	\$ 3,972	\$ 4,008	\$ 4,044	\$ 4,080	\$ 4,116	\$ 4,152
Public Library Dist	\$ 8,367	\$ 8,367	\$ 8,493	\$ 8,619	\$ 8,745	\$ 8,871	\$ 8,997	\$ 9,123	\$ 9,249	\$ 9,375	\$ 9,501	\$ 9,627	\$ 9,753	\$ 9,879	\$ 10,005	\$ 10,131	\$ 10,257
Non-Capturable																	
Total Non-Capturable Taxes																	
TOTAL TAXES																	
Total Tax Increment Revenue (TIR) Available for Capture	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937	\$ 320,937

Continued

EXHIBIT A: TIF TABLE

Developer/ Minimum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	35.70%	\$ 1,950,107		\$ 1,950,107
Local	63.30%	\$ 1,910,835		\$ 1,910,835
ML				
ESF	15%	\$ 1,904,350		\$ 1,904,350
MSF	65%	\$ 1,800,592		\$ 1,800,592

Estimated Total:	20
Years of Plan:	20

Estimated Capture:
Administrative Fee:
State Brownfield Re:
Local Brownfield Re:

[illegible]**Footnotes:**

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

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

FINAL DRAFT FOR REVIEW AND APPROVAL

EXHIBIT A: TIF TABLE

	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	147
--	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	-----

ATTACHMENT G

**Environmental Department Acknowledgement and Other Environmental
Documents**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE



C. HEIDI GREETHER
DIRECTOR

September 17, 2018

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

BEA ID: B201802506LA

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

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

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

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

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

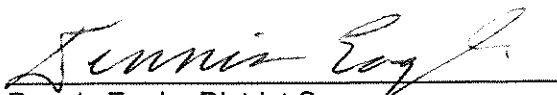
The MDEQ is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of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

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

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

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

Authorized signature:



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

Enclosure

cc: Environmental Consulting & Technology Inc.



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

FOR DEQ USE ONLY
BEA SUBMITTAL #

BA0702500LA

Baseline Environmental Assessment Submittal Form

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

Section A: Legal Entity Information

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

Address: 27 Forest Lane

City: South Barrington State: IL ZIP: 60010

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

Telephone: (312) 543-1250

Email: mona.navitsky@dearcapcre.com

Contact for BEA questions if different from submitter:
Name & Title: Mr. John D'Addona – Principal Engineer

Company: Environmental Consulting & Technology, Inc.

Address: 2200 Commonwealth Blvd., Suite 300

City: Ann Arbor State: MI ZIP: 48105

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

Section B: Property Information

Street Address of Property: 1809 James P Cole Blvd

City: Flint State: MI Zip: 48503

City/Village/Township: City of Flint

Property Tax ID (include all applicable IDs):
41-06-452-014 & 41-06-452-015

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

City: _____ State: _____ Zip: _____

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

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

County: Genesee

Town: 7 North Range: 7 East Section: 6 and 7
Quarter: _____ Quarter-Quarter: _____

Decimal Degrees Latitude: 43.0324828

Decimal Degrees Longitude: 83.684671

Reference point for latitude and longitude:

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

Collection method:

Survey ☐ GPS ☒ Interpolation

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

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

Part 201 Site ID, if known: _____

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

Part 211/213 Facility ID, if known: _____

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

Licensed landfill regulated pursuant to Part 115 ☐

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

RECEIVED

SEP 13 2018

MDEQ - RRD
LANSING DISTRICT OFFICE

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

MM/DD/YYYY

Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed: 07/11/2018

Date Baseline Environmental Assessment Report conducted: 09/10/2018

Date submitter first became the owner: 09/14/2018

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

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

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

Section F: Environmental Consultant Signature:

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

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

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

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

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

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

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

Section G: Legal Entity Signature:

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

Signature: Ramona Navitsky Date: September 7, 2018

(Person legally authorized to bind the legal entity)

Printed Name: **Ms. Ramona Navitsky**

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

Address: **27 Forest Lane**

City: **South Barrington**

State: **IL**

Zip: **60010**

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

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

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



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

BASELINE ENVIRONMENTAL ASSESSMENT

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

For submission to:

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

September 10, 2018

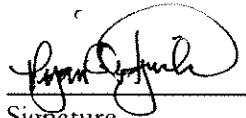
ECT No. 180509-0100

Document Review

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

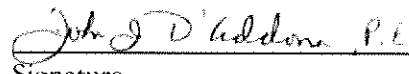
This document has been authored and reviewed by the following employees:

Ryan Higuchi
Author


Signature

September 10, 2018
Date

John D'Addona, P.E.
Peer Review


Signature

September 10, 2018
Date

Table of Contents

<u>Section</u>	<u>Page</u>
1.0 Introduction and Discussion	1-1
1.1 Owner/Operator Information	1-1
1.2 Intended Use of Property	1-1
1.3 Executive Summary of AAI	1-1
1.4 Exceptions or Deletions from AAI Rule	1-3
1.5 Discussion of Data Gaps	1-3
1.6 Previous Baseline Environmental Assessments	1-3
1.7 Discussion of Environmental Sampling	1-4
1.7.1 Soil Sampling	1-5
1.7.2 Groundwater Sampling	1-5
1.7.3 Location of Known Contamination	1-6
1.7.4 Basis for Concluding Facility Status	1-8
2.0 Property Information	2-9
2.1 Legal Description	2-9
2.2 Property Boundaries	2-10
2.3 Site Map	2-10
2.4 Subject Property Location	2-10
2.5 Spatial Data	2-10
3.0 Facility Status	3-11
3.1 Known Contamination	3-11
3.2 Laboratory Data	3-11
4.0 BEA Author	4-12
5.0 ASTM Phase I ESA and AAI Documentation	5-13
6.0 References	6-14

TABLES

Table 1 – Soil Analytical Summary
Table 2 – Groundwater Analytical Summary

FIGURES

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

APPENDICES

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

List of Acronyms

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

1.0 Introduction and Discussion

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

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

1.1 Owner/Operator Information

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

1.2 Intended Use of Property

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

1.3 Executive Summary of AAI

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

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

Moreover, the subject property was identified on the Waste Data System (WDS) database, the Resource Conservation & Recovery Act - Corrective Action Facilities (RCRAC) database, the Resource Conservation and Recovery Act - Generator Facilities (RCRAGR05) database, the Resource Conservation & Recovery Act Sites with Controls (RCRAS) database, the Resource Conservation & Recovery Act - Non-CORR-ACTS Treatment, Storage & Disposal Facilities (RCRAT)

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Exceptions or Deletions from AAI Rule

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

1.5 Discussion of Data Gaps

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

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

1.6 Previous Baseline Environmental Assessments

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

AMEC Environmental & Infrastructure – February 2013

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

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

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

Applied Science, Inc. – September 2016

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

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

1.7 Discussion of Environmental Sampling

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

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

1.7.1 Soil Sampling

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

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

1.7.2 Groundwater Sampling

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

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

1.7.3 Location of Known Contamination

Soil

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

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

Groundwater

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

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

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

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

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

1.7.4 Basis for Concluding Facility Status

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

2.0 Property Information

2.1 Legal Description

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

Parcel A – (Parcel ID: 41-06-452-014)

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

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

Parcel B – (Parcel ID: 41-06-452-015)

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

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

2.2 Property Boundaries

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

2.3 Site Map

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

2.4 Subject Property Location

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

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

2.5 Spatial Data

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

3.0 Facility Status

3.1 Known Contamination

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

Table 3. Contaminants of Concern

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

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

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

3.2 Laboratory Data

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

4.0 BEA Author

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

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

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

John D'Addona, P.E.
Principal Engineer
Environmental Consulting & Technology, Inc.
2200 Commonwealth Boulevard, Suite 300
Ann Arbor, Michigan 48105
jdaddona@ectinc.com
Tel. (734) 769-3004

5.0 **ASTM Phase I ESA and AAI Documentation**

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

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

6.0 References

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

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

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

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

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

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

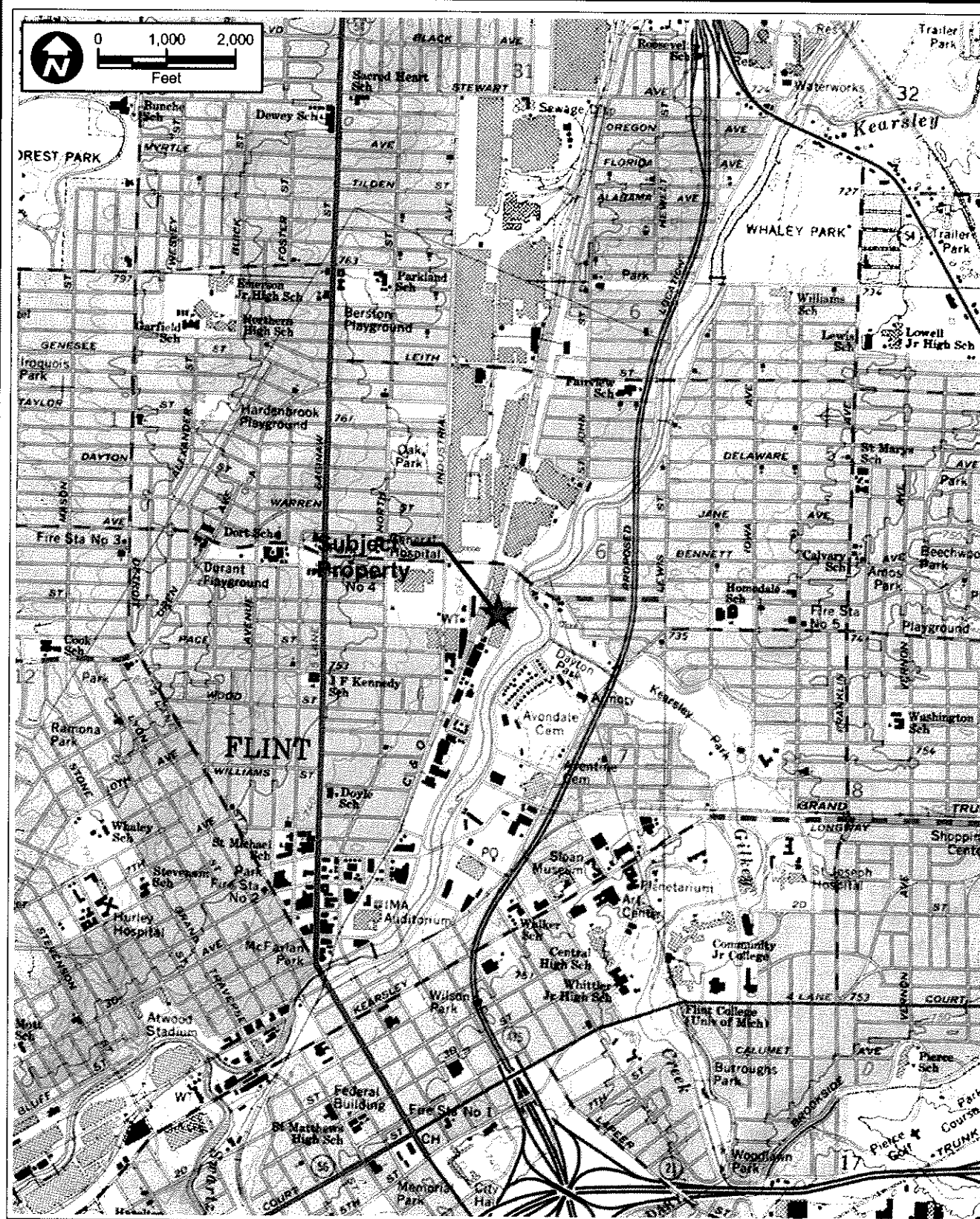


FIGURE 1.
SITE LOCATION MAP
PARCEL IDs: 41-06-452-014 & 41-06-452-015
FLINT, MI. 48503

Sources: ECT, 2018.

ECT Environmental
 Consulting &
 Technology, Inc.

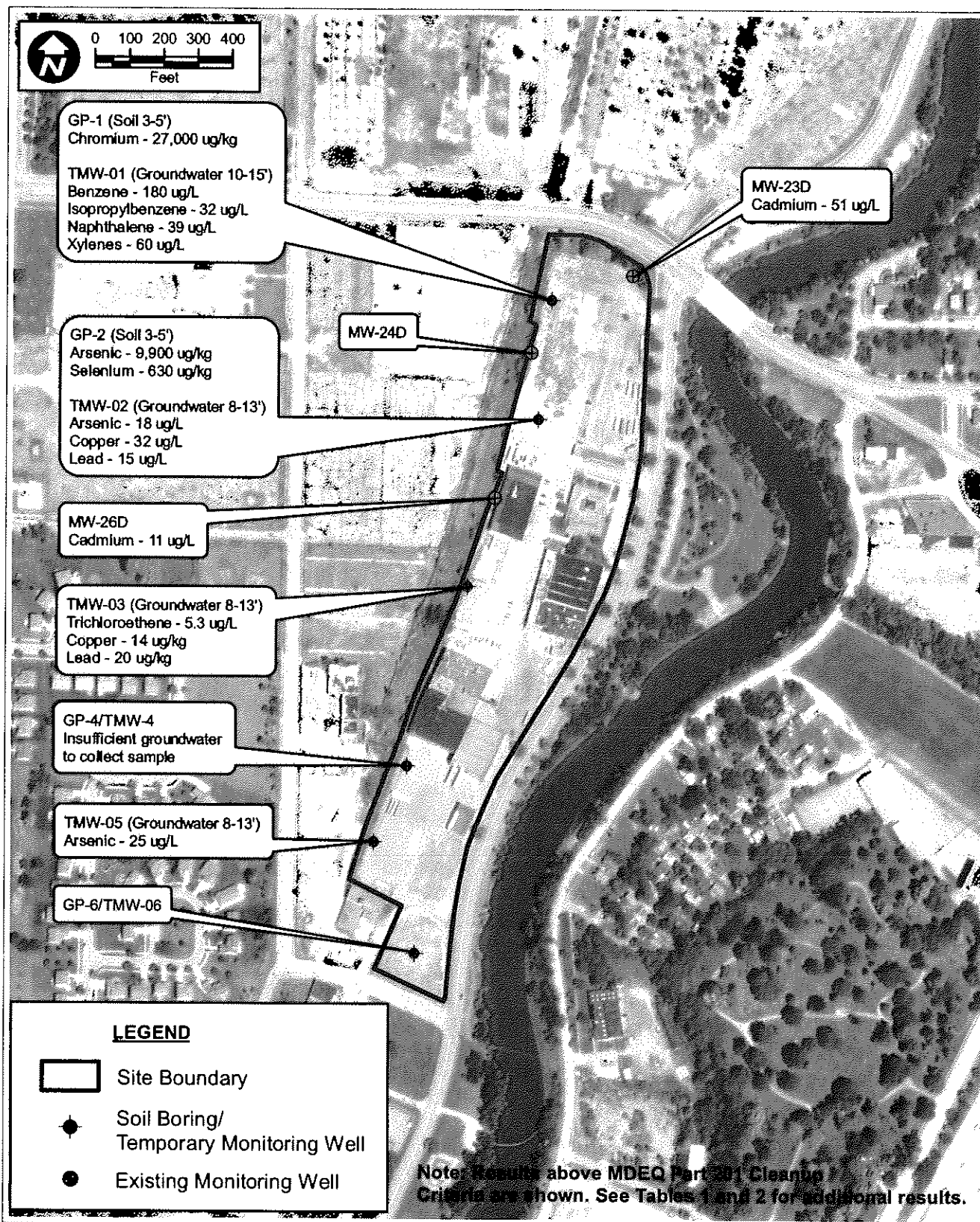


FIGURE 3.
SAMPLE LOCATION MAP
PARCEL IDs: 41-06-452-014 & 41-06-452-015
FLINT, MI. 48503

Sources: ECT, 2018.

ECT Environmental
Consulting &
Technology, Inc.

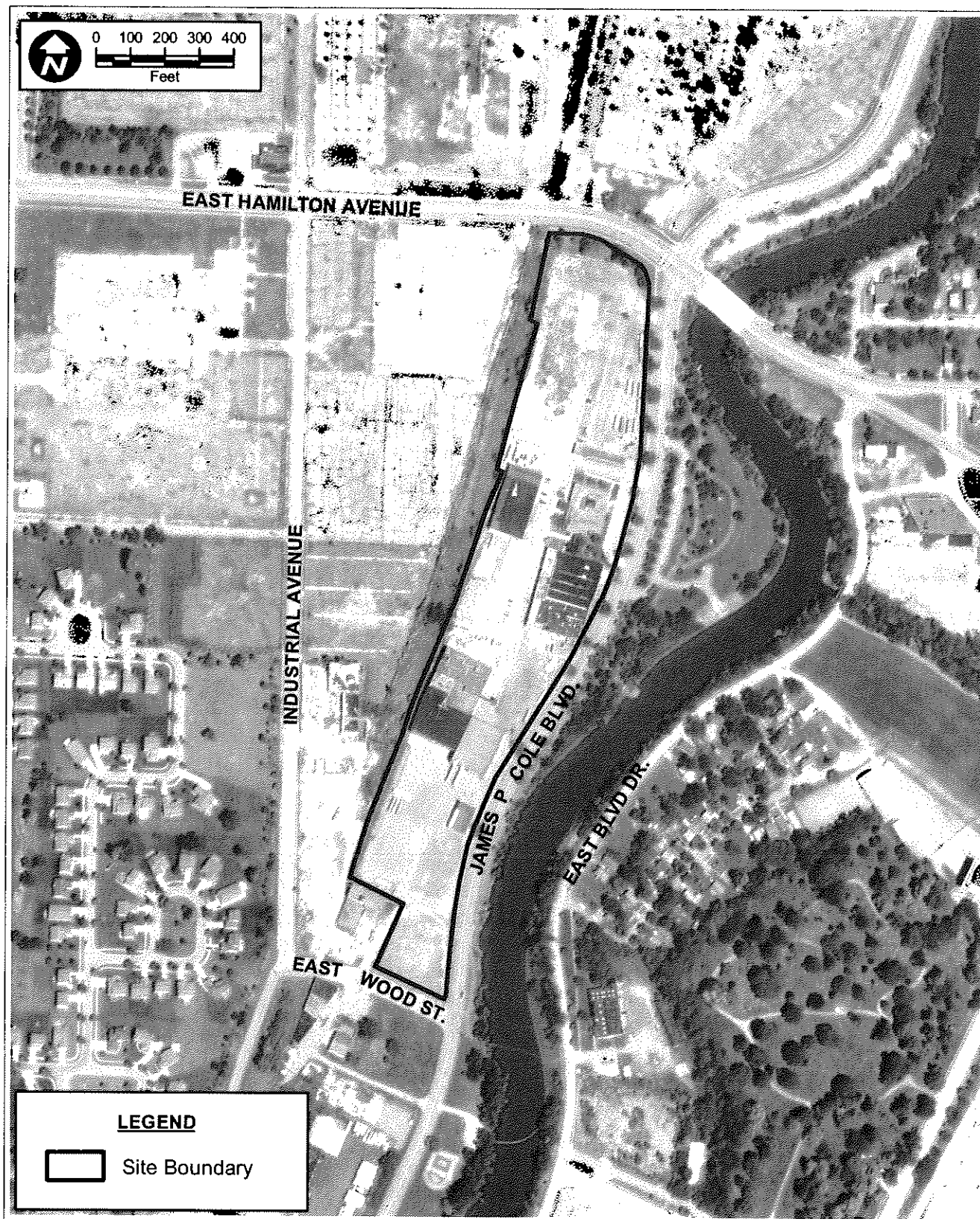


FIGURE 2.
SITE AND SURROUNDING PROPERTIES MAP
PARCEL IDs: 41-06-452-014 & 41-06-452-015
FLINT, MI. 48503

Sources: ECT, 2018.

ECT Environmental
 Consulting &
 Technology, Inc.

Former Dupont Facility

Matrix: Soil

Cleanup Crit

Page 1 of 1

[illegible]

Note:

ID = insufficient data to develop criterion

na = not analyzed

nd = not detected

NLL = not likely to leach

NLV = not likely to volatilize

Assumptions:

hardness estimate for receiving waters = 150 mc/L

that are less suitable for receiving waters = 100 mg/L

Table 2. Groundwater Analytical Summary

Former Dupont Facility

Matrix: Groundwater

Cleanup Criteria: Residential

Page 1 of 1

	Part 201 Cleanup Criteria (December 2013)										Sample Location					
	Residential Criteria															
	Chemical Abstract Service #	Drinking Water Protection	Nonres. Drinking Water	Groundwater Surface Water Interface	Indoor Air Inhalation	Groundwater Contact	TMW-1 (10-15) 8/20/18	TMW-2 (8-13) 8/20/18	TMW-3 (9-14) 8/20/18	TMW-5 (8-13) 8/20/18	TMW-6 (4-9) 8/20/18	MW-23D 8/20/18	MW-24D 8/20/18	MW-26D 8/20/18		
VOC, ug/L - Method 8260																
Acetone	67641	730	2,100	1,700	1,000,000,000	31,000,000	79 nd	nd	nd	nd	nd	nd	nd	nd		
Benzene	71432	5.0	5.0	12	5,600	11,000	180 nd	nd	nd	1.2 nd	nd	nd	nd	nd		
n-Butylbenzene	104518	80	230	ID	ID	5,900	nd	nd	nd	nd	nd	nd	nd	nd		
sec-Butylbenzene	135988	80	230	ID	ID	4,400	1.8 nd	nd	nd	nd	nd	nd	nd	nd		
1,2-Dichloroethane	107062	5.0	5.0	6.0	9,600	19,000	nd	nd	nd	nd	nd	nd	nd	nd		
trans-1,2-Dichloroethene	156592	70	70	620	93,000	200,000	nd	nd	nd	nd	nd	nd	nd	nd		
cis-1,2-Dichloroethene	156605	100	100	470	85,000	220,000	nd	nd	nd	nd	nd	nd	nd	nd		
Ethylbenzene	100414	74	74	18	110,000	170,000	5.6 nd	nd	nd	nd	nd	nd	nd	nd		
Isopropylbenzene	98828	800	2,300	28	56,000	96,000	32 nd	nd	nd	nd	nd	nd	nd	nd		
Naphthalene	91203	520	1,500	11	31,000	31,000	39 nd	nd	nd	nd	nd	nd	nd	nd		
n-Propylbenzene	103651	80	230	ID	ID	15,000	26 nd	nd	nd	nd	nd	nd	nd	nd		
Tetrachloroethene	127184	5.0	5.0	11	25,000	15,000	nd	nd	nd	nd	nd	nd	nd	nd		
Toluene	108863	790	790	270	530,000	530,000	25 nd	2.3 nd	nd	1.3 nd	nd	nd	nd	nd		
1,1,1-Trichloroethane	71556	200	200	89	660,000	1,300,000	nd	nd	nd	nd	nd	nd	nd	nd		
Trichloroethene	79016	5.0	5.0	29	2,200	22,000	nd	5.3 nd	nd	nd	nd	nd	nd	nd		
Trichlorofluoromethane	75684	2,600	7,300	NA	NA	1,100,000	nd	5.6 nd	nd	nd	nd	nd	nd	nd		
1,2,3-Trimethylbenzene	526738	NA	NA	NA	NA	NA	9.1 nd	nd	nd	nd	nd	nd	nd	nd		
1,2,4-Trimethylbenzene	95636	63	63	17	56,000	56,000	2.0 nd	nd	nd	nd	nd	nd	nd	nd		
1,3,5-Trimethylbenzene	108678	72	72	45	61,000	61,000	3.0 nd	nd	nd	nd	nd	nd	nd	nd		
Vinyl chloride	75014	2.0	2.0	1.0	1,100	1,000	nd	nd	nd	nd	nd	nd	nd	nd		
Xylenes	1330207	280	280	41	190,000	190,000	60 nd	nd	nd	nd	nd	nd	nd	nd		
Other VOCs							nd	nd	nd	nd	nd	nd	nd	nd		
PNA, ug/L - Method 8270																
Acenaphthene	83329	1,300	3,800	38	4,200	4,200	nd	nd	nd	nd	nd	nd	na	nd		
Acenaphthylene	208968	52	150	ID	3,900	3,900	nd	nd	nd	nd	nd	nd	na	nd		
Anthracene	120127	43	43	ID	43	43	nd	nd	nd	nd	nd	nd	na	nd		
Benzo(a)anthracene	56553	2.1	8.5	ID	NLV	9.4	nd	nd	nd	nd	nd	nd	na	nd		
Benzo(a)pyrene	50328	5.0	5.0	ID	NLV	1.0	nd	nd	nd	nd	nd	nd	na	nd		
Benzo(b)fluoranthene	205992	1.5	1.5	ID	ID	1.5	nd	nd	nd	nd	nd	nd	na	nd		
Benzo(g,h,i)perylene	191242	1.0	1.0	ID	NLV	1.0	nd	nd	nd	nd	nd	nd	na	nd		
Benzo(k)fluoranthene	207089	1.0	1.0	NA	NLV	1.0	nd	nd	nd	nd	nd	nd	na	nd		
Chrysene	218019	1.6	1.6	ID	ID	1.6	nd	nd	nd	nd	nd	nd	na	nd		
Dibenz(a,h)anthracene	53703	2.0	2.0	ID	NLV	2.0	nd	nd	nd	nd	nd	nd	na	nd		
Fluoranthene	206440	210	210	1.6	210	210	nd	nd	nd	nd	nd	nd	na	nd		
Fluorene	86737	880	2,000	12	2,000	2,000	nd	nd	nd	nd	nd	nd	na	nd		
Indeno(1,2,3-cd)pyrene	193395	2.0	2.0	ID	NLV	2.0	nd	nd	nd	nd	nd	nd	na	nd		
2-Methylnaphthalene	91576	260	750	19	25,000	25,000	nd	nd	nd	nd	nd	nd	na	nd		
Naphthalene	91203	520	1,500	11	31,000	31,000	35 nd	nd	nd	nd	nd	nd	na	nd		
Phenanthrene	85018	52	150	2.0	1,000	1,000	nd	nd	nd	nd	nd	nd	na	nd		
Pyrene	129000	140	140	ID	140	140	nd	nd	nd	nd	nd	nd	na	nd		
Metals, ug/L - Method 6020, 7470																
Arsenic	7440382	10	10	10	NLV	4,300	nd	18 nd	120 nd	25 nd	140 nd	nd	nd	nd		
Barium	7440393	2,000	2,000.0	670	NLV	14,000,000	nd	150 nd	nd	nd	nd	nd	nd	nd		
Cadmium	7440438	5.0	5.0	2.5	NLV	190,000	nd	nd	nd	nd	nd	51 nd	nd	nd		
Chromium (Total)	18540299	100	100	11	NLV	460,000	nd	nd	nd	nd	nd	nd	nd	nd		
Copper	7440508	1,000	1,000.0	13	NLV	7,400,000	nd	nd	nd	nd	nd	6.2 nd	6.2 nd	6.4 nd		
Lead	7439821	4.0	4.0	14	NLV	ID	nd	32 nd	14 nd	5.0 nd	nd	nd	nd	nd		
Mercury	Varies	2.0	2.0	0.0013	55	56	nd	15 nd	20 nd	3.0 nd	nd	nd	nd	nd		
Selenium	7782462	50	50	5.0	NLV	970,000	nd	nd	nd	nd	nd	nd	nd	nd		
Silver	7440224	34	96	0.20	NLV	1,500,000	nd	nd	nd	nd	nd	nd	nd	nd		
Zinc	7440666	2,400	5,000	170	NLV	110,000,000	nd	nd	64 nd	nd	nd	88 nd	nd	nd		
PCBs, ug/L - Method 6020, 7471																
Polychlorinated biphenyls (PCB)	1336363	0.50	0.50	0.20	45	3.3	nd	na	na	na	na	na	na	na		

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

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

210400

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

210423

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 46, Utilities; Article III, Rates and Charges; Division 1, Water.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 46, Utilities; Article II Water Supply and Sewage Disposal System; Division 1, Generally; by the amending Section 46-17, Disputed Water Supply And Sewage Disposal Billing; Inspection; Consumer Hearing; Adjustment of Bill, which shall read in its entirety as follows:

§46-17.1 WATER PAYMENT ASSISTANCE PROGRAM.

- (a) THE CITY SHALL CREATE A WATER PAYMENT ASSISTANCE PROGRAM FOR RESIDENTIAL WATER AND SEWER CUSTOMERS PURSUANT TO FLINT CITY CHARTER §8-203(B).
- (b) THE PROGRAM SHALL BE ADMINISTERED BY THE CITY TREASURER. AND ANY AMENDMENTS TO THE WATER PAYMENT ASSISTANCE PROGRAM MUST BE APPROVED BY CITY COUNCIL.
- (c) THE CITY TREASURER SHALL CREATE AN APPLICATION PROCESS AND ALL RESIDENTIAL WATER AND SEWER CUSTOMERS MUST BE

NOTIFIED OF THE WATER PAYMENT ASSISTANCE PROGRAM ANNUALLY. AT THE BEGINNING OF THE FISCAL YEAR THE CITY TREASURER SHALL NOTIFY CITY COUNCIL THE ANNUAL BUDGET FOR THE WATER PAYMENT ASSISTANCE PROGRAM.

(d) THE CITY SHALL SEEK FUNDING FOR THE WATER ASSISTANCE PROGRAM FROM THE CARES ACT, WATER RESIDENTIAL ASSISTANCE PROGRAM (WRAP), AND OTHER PUBLIC SERVICE PROJECTS.

(e) RESIDENTIAL WATER AND SEWER CUSTOMERS MUST MEET THE FOLLOWING QUALIFICATIONS ANNUALLY:

1. MUST LIVE IN THE CITY OF FLINT
2. MUST HAVE HOUSEHOLD INCOME
3. MUST LIVE IN THE PROPERTY ASSOCIATED WITH THE RESIDENTIAL WATER AND SEWER ACCOUNT
4. APPLICANT MUST BE RESPONSIBLE FOR THE RESIDENTIAL WATER AND SEWER ACCOUNT.
5. APPLICANT MUST BE AT OR BELOW 200% OF THE FEDERAL POVERTY LEVEL.

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

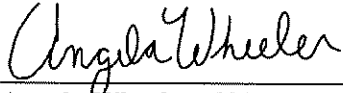
Adopted this _____ day of _____, 2021 A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

S:\Parks\Ordinance Files\Water Payment Assistance
Ordinance\2021.08.27 Water Payment Assistance Ordinance
(Amendment to 46-17).docx

ORDINANCE NO.

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 46, Utilities; Article III, Rates and Charges; Division 1, Water.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 46, Utilities; Article II Water Supply and Sewage Disposal System; Division 1, Generally; by the amending Section 46-17, Disputed Water Supply And Sewage Disposal Billing; Inspection; Consumer Hearing; Adjustment of Bill and adding 46-17.1 disputed unpaid water bills left by tenants or water liens from previous owners; consumer hearing; adjustment of bill. which shall read in its entirety as follows:

§ 46-17. DISPUTED WATER SUPPLY AND SEWAGE DISPOSAL BILLING; INSPECTION; CONSUMER HEARING; ADJUSTMENT OF BILL.

(a) Any consumer may apply for and be granted a hearing as to any amount appearing on his or her water bill which he or she feels to be unusually large. Upon receipt by the City of a request for an adjustment, wherein it appears that an inspection of the plumbing system at the consumer's property is appropriate, the Department of Building and Safety Inspections or the Department of Water Supply may inspect the property prior to the City considering whether or not to grant an adjustment. If it appears from the inspection that the plumbing system is defective, in need of replacement or repair, the appropriate notices shall be given to the consumer and the property owner who shall

thereafter correct all deficiencies noted before any billing adjustment is made.

(b) The ~~City Administrator~~ **CHIEF LEGAL OFFICER** or such other person as the ~~City Administrator~~ **CHIEF LEGAL OFFICER** may designate shall act as referee at the time of the hearing and shall render a decision as to the validity of the billing of the disputed amount based on evidence presented by the consumer and the results of the investigation conducted by the Department of Water Supply or Building and Safety Inspections Division.

(c) The referee may approve an adjustment in the consumer's water bill providing it is shown to his or her satisfaction from investigation by the Department of Water Supply or Building and Safety Inspections Division that a leak occurred due to the non negligence of the consumer, in plumbing of the consumer which resulted in an unusually large bill without the knowledge of the consumer, and where the consumer took immediate steps to repair the plumbing defect causing this leak. The basis of this adjustment shall be 50% of the excess to be absorbed by the customer, 50% by the City. Consumers may also dispute unpaid water bills left by tenants or water liens left by previous owner.

§ 46-17.1 DISPUTED UNPAID WATER BILLS LEFT BY TENANTS OR WATER LIENS FROM PREVIOUS OWNERS; CONSUMER HEARING; ADJUSTMENT OF BILL.

(a) ANY CONSUMER MAY APPLY FOR AND BE GRANTED A HEARING TO DISPUTE AND ADDRESS UNPAID WATER BILLS LEFT BY TENANTS OR WATER LIENS FROM PREVIOUS OWNERS.

(b) UPON RECEIPT BY THE CITY OF A REQUEST TO PARTICIPATE IN THE

DISPUTE RESOLUTION PROCESS, A HEARING SHALL BE SCHEDULED.

S:\Parks\Ordinance Files\Water Lein Ordinance
Revision\2021.08.27 46.17 Water lein ordinance.docx

(C) THE CHIEF LEGAL OFFICER OR SUCH OTHER PERSON AS THE CHIEF LEGAL OFFICER MAY DESIGNATE SHALL ACT AS REFEREE AT THE TIME OF THE HEARING AND SHALL RENDER A DECISION AS TO THE VALIDITY OF THE BILLING OF THE DISPUTED AMOUNT BASED ON EVIDENCE PRESENTED BY THE CONSUMER AND THE RESULTS OF THE INVESTIGATION CONDUCTED BY THE DEPARTMENT OF WATER SUPPLY OR BUILDING AND SAFETY INSPECTIONS DIVISION.

(c) THE REFEREE MAY APPROVE AN ADJUSTMENT IN THE CONSUMER'S WATER BILL PROVIDING IT IS SHOWN TO HIS OR HER SATISFACTION FROM INVESTIGATION BY THE DEPARTMENT OF WATER SUPPLY OR BUILDING AND SAFETY INSPECTIONS DIVISION IN A FULL AND FINAL SETTLEMENT.

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


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

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

210214.1

ORDINANCE NO. _____

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

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

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

§ 28-65 DRAG RACING.

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

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

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

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

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

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

§ 28-65.2 DEFINITIONS

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

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

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

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

SIMILAR REPRESENTATIVE THEREOF.

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

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

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

ENDANGER ANY PERSON OR PROPERTY.

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

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

§ 28-65.3 NUISANCE PROHIBITED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

210231

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

ORDINANCE NO. _____

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

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

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

§ 9-1 CRUELTY TO ANIMALS PROHIBITED.

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

§ 9-1.1 FOR THE PURPOSE OF THIS SECTION:

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

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

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

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

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

§ 9-1.2 (A) ANY PERSON WHO OWNS OR HAS CUSTODY OR CONTROL OF A DOG, CAT, DOMESTIC PET/COMPANION THAT IS LEFT OUTDOORS SHALL PROVIDE IT WITH SHELTER APPROPRIATE TO ITS BREED, TYPE OR KIND, PHYSICAL CONDITION AND THE CLIMATE. ANY PERSON WHO KNOWINGLY VIOLATES THE PROVISIONS OF THIS SECTION SHALL BE GUILTY OF A VIOLATION PUNISHABLE BY A FINE NOT LESS THAN \$50.00, NOR MORE THAN \$100.00 FOR A FIRST OFFENSE, AND A FINE OF NOT LESS THAN \$100.00, NOR MORE THAN \$250.00, FOR A SECOND AND SUBSEQUENT OFFENSE. BEGINNING SEVENTY-TWO HOURS AFTER A CHARGE OF VIOLATING THIS SECTION, EACH DAY THAT A DEFENDANT FAILS

TO CORRECT THE DEFICIENCIES IN THE DOG/ANIMAL SHELTER FOR A DOG, PET, ANIMAL THAT HE OR SHE OWNS OR THAT IS IN HIS OR HER CUSTODY OR CONTROL AND THAT IS LEFT OUTDOORS, SO AS TO BRING IT INTO COMPLIANCE WITH THE PROVISIONS OF THIS SECTION SHALL CONSTITUTE A SEPARATE OFFENSE.

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

(A) FOR ALL DOGS/ANIMALS THAT ARE RESTRAINED IN ANY MANNER OUTDOORS, SHADE BY NATURAL OR ARTIFICIAL MEANS TO PROTECT THE DOG/ANIMAL FROM DIRECT SUNLIGHT AT ALL TIMES WHEN EXPOSURE TO SUNLIGHT IS LIKELY TO THREATEN THE HEALTH OF THE DOG/PET/ANIMAL.

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

SHALL BE REGULARLY CLEANED TO MAINTAIN A HEALTHY AND SANITARY ENVIRONMENT AND TO MINIMIZE HEALTH HAZARDS.

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

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

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

(A) ANY PERSON WHO VIOLATES THIS CHAPTER IS GUILTY OF A MISDEMEANOR, PUNISHABLE BY A FINE OF NOT MORE THAN \$500 AND/OR IMPRISONMENT UP TO 90 DAYS AND MUST COMPLETE 40 HOURS OF COURT ORDERED COMMUNITY SERVICE RELATED, AFFILIATED OR CONNECTED TO THE HUMANE AND

**PROPER CARE, GROOMING, RAISING
AND/OR TREATMENT TO ANIMALS.**

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

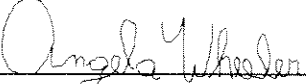
Adopted this _____ day of
_____, 2021, A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

ORDINANCE NO. _____

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

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

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

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

(A) PURPOSE

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

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

(B) DEFINITIONS

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

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

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

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

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

(C) PROHIBITED CONDUCT

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

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

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

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

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

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

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

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

D. PENALTY

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

E. DECLARATION OF PUBLIC NUISANCE

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

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

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

F. SEIZURE, IMPOUNDMENT AND FORFEITURE OF MOTOR VEHICLE

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

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

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

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

G. ABATEMENT OF PUBLIC NUISANCE BY FORFEITURE

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

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

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

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

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

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

(H) DISPOSITION OF FORFEITED VEHICLE

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

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

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

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

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

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

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

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

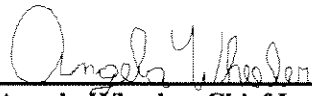
INVALID, THE REMAINDER OF THE ORDINANCE SHALL NOT BE EFFECTED THEREBY.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

210378

ORDINANCE NO. _____

A Proposed ordinance to amend Chapter 50 of the Code of the City of Flint has been requested by Shaltz Acquisitions LLC (PC 21-408) for a rezoning change for the property of 448 S. Saginaw St. (Parcel ID# 41-18-107-019) from D-4 to D-5.

The Planning Commission recommends **DENIAL** of a Zoning Ordinance map amendment concerning this property located in WARD 5.

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

Sec. 1. That the code of the City of Flint is hereby amended to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows:

448 S. Saginaw St., parcel #41-18-107-019
legally described as VILLAGE OF FLINT
NLY 20 FT OF SLY 28 FT OF LOT 7,
BLK 3 from "D-4" Metropolitan Business
District and future zoned "DC-Downtown
Core" to "D-5" Metropolitan Commercial
Service Business District.

Sec. 2. This ordinance shall take effect on
the __ day of _____, 2021 A.D.

Approved this __ day of _____,
2021 A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

CITY COUNCIL:

Kate Fields, City Council President

210397

ORDINANCE NO. _____

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

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

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

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

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

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

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

Adopted this _____ day of

_____, 2021 A.D.

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

1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

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

By: Director
Suzanne Wilcox, Director



DATE: July 12, 2021

2. ORDINANCE REVIEW - LAW DEPARTMENT

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

By: _____
Angela Wheeler, Chief Legal Officer

DATE: _____

3. ORDINANCE REVIEW-FINANCE DEPARTMENT

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

By: _____
Amanda Trujillo, Chief Financial Officer

DATE: _____

4. ORDINANCE REVIEW-MAYORS OFFICE

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

By: _____
Clyde Edwards, City Administrator

DATE: _____

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



CITY OF FLINT

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

PURPOSE

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

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

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

ELIGIBILITY

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

PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

APPLICATION REQUIREMENTS

1) Completed Application Form

2) Narrative:

a. Background information:

i. Development experience of team

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

ii. Describe the corporate partnership structure

Please see attached proposed organization chart.

b. Describe the proposed Project (include the following sections): We are requesting a 4% PILOT.

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

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

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

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

v. **Impact on City services (police, fire, EMS, code enforcement)** -We expect the local area to be much safer and to incentivize investment by homeowners and business owners in the neighborhood. Increasing the density will help activate the area with more residents to deter nearby criminal activity and utilize local businesses and other amenities. We expect nearby property values to increase and more local investment and activity, enlarging the tax base and providing more resources for City services.

vi. **Square footage of the building and land to be renovated** Building is new construction and total square footage has not been determined.

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

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

viii. Any other information to fully explain the project

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

The Project will be marketed through local media advertising, as well as word of mouth. Given current demand for housing in Flint, we expect full occupancy to take approximately 4 to 6 months.

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

i. State the location or the proposed project to include street address, parcel ID, and the legal description. Address: 422 W. University Ave.; Parcel ID: 40-12-457-008; Legal Description: MCFARLAN & CO'S WESTERN ADDITION LOTS 5, 8, 10, 13 AND 14; ALSO SLY 33 FT OF LOTS 6 AND 11; ALSO WLY ½ OF LOTS 7 AND 9. BLK 38

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

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

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

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

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

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

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

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

h. Provide housing market data to show demand.

See Imagine Flint Master Plan. We have not done a market study but given current demand for rental units in the area and Flint, there is adequate demand for the multifamily apartments, especially near downtown Flint.

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

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

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

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

i. **Mixed use (PILOT ONLY applies to housing- not commercial SF)** The proposed project is mixed use with commercial space dedicated to resident services and is expected to contain almost 3,300 square feet of commercial space fronting Grand Traverse St. (along with 48 residential apartment units).

ii. **Energy efficiency and green practices** Project will be certified by NGBS.

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

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

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

The property's walkscore is 65, however it is within 1/3 of mile of an 81 walkscore and downtown Flint, and just under ½ mile from Hurley Hospital. Additionally, we expect the walkscore to increase dramatically once the property is placed in service. The property is located in the Carriage Town Historic District, one block away from Factory 1.

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



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

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

APPLICANT INFORMATION

ENTITY NAME	Communities First, Inc. on behalf of The Grand Flint LDHA LP
REPRESENTATIVES NAME	Glenn A. Wilson
ADDRESS	415 West Court Street, Flint, MI 48503
TELEPHONE NUMBER	810 422 5358
E-MAIL ADDRESS	gwilson@communitiesfirstinc.org

GUARANTORS INFORMATION

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

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

PROJECT INFORMATION

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

DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Communities First, Inc.
ARCHITECTURAL FIRM	Sedgewick + Ferweda Architects
CONSTRUCTION PROJECT MANAGER	TBD
GENERAL CONTRACTOR FOR PROJECT	TBD

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

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

EMPOWERING PEOPLE.
BUILDING COMMUNITIES.

QUALITY OF LIFE STARTS WITH COMMUNITY.

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

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

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

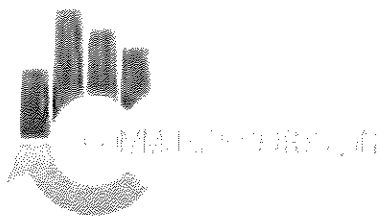
If you believe in the power of community like we do, we welcome you to learn more and join us in making a difference.



COMMUNITIESFIRST, INC.
Empowering People. Building Communities

810.422.5358 | COMMUNITIESFIRSTINC.ORG





Communities First, Inc. Overview

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

Affordable Housing

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

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

Economic Development

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

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

Empowering People. Building Communities.

COMMUNITIES FIRST, INC.
COMMUNITIESFIRSTINC.ORG

415 W COURT ST
FLINT MI 48501

PO BOX 152
FLINT MI 48501

P 810-422-5358
F 810-519-4844



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

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

Green Life Community Education Program

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

Culture Shock

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

The Essence of Communities First, Inc.

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

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

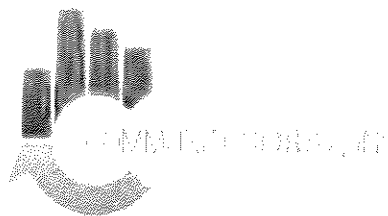
Empowering People. Building Communities.

COMMUNITIES FIRST, INC.
COMMUNITIESFIRST.ORG

415 W. COURT ST.
FLINT MI 48303

P.O. BOX 152
FLINT MI 48301

P: 810-422-5356
F: 810-519-4843



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

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

Empowering People. Building Communities.

COMMUNITIES FIRST INC.	410 W. COURT ST.	PO BOX 152	P 810-422-5358
COMMUNITIESFIRSTINC.ORG	FLINT MI 48503	FLINT MI 48501	F 810-519-4844



Glenn Wilson **President/CEO**

As co-founder and President/CEO, Glenn Wilson leads the organization as it response to the great need that distressed communities face in regards to economic development and affordable housing. The organization has secured more than \$30 million in funding, primarily for real estate development projects and provided jobs to more than 200 people in just seven years, due to Mr. Wilson's leadership. Glenn has expansive knowledge of real estate and community development, serving as the primary lead for these activities since the organization's inception in 2010. His background in healthcare, real estate, business, marketing and entrepreneurship has translated well to his real estate development work.

Glenn currently serves on the Michigan Housing Council Board of Directors, Michigan Housing Council Finance and Development Committee and the Community and Economic Development Association of Michigan Board of Directors (Board Chair). He also serves on the boards of the Mass Transportation Authority and Hurley Foundation and is a member of the Federal Home Loan Bank of Indianapolis Advisory Board. Glenn participates in committees at the Flint Institute of Arts and Flint Institute of Music and has a special interest in increasing equity in the arts. He has strong relationships with governmental entities, politicians, foundations and community groups throughout the state of Michigan.

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

Essence Wilson **Chief Strategy Officer**

Essence Wilson is co-founder and Chief Strategy Officer for the organization. Her responsibilities include writing grants, improving organizational efficiency and organizing community engagement efforts.

Essence has a bachelor's degree in mechanical engineering from Kettering University and a master's degree in management, strategy and leadership at Michigan State University. This education and prior experience working at General Motors helped her develop as a leader and innovator, which has served her well in the nonprofit arena. A

Empowering People. Building Communities.

COMMUNITIES FIRST, INC.
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.
FLINT, MI 48503

P.O. BOX 152
FLINT, MI 48501

P: 810-422-5358
F: 810-519-4844



natural planner and logistical thinker, she is often responsible for translating vision to action while producing tangible results.

Her community involvement includes serving on the Flint Institute of Music Board of Directors, participating in committees at Flint Institute of Arts and Flint Institute of Music and recently initiating a successful pilot project to incorporate Montessori Education in Flint Community Schools.

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

Michael E. Wright

Real Estate Development Director

Michael obtained his Master's degree in Public Administration with an emphasis in urban and regional policy and planning and Bachelors of Arts degrees in political science and philosophy from Grand Valley State University. Michael has 9 years of real estate development experience as a consultant and developer, specializing in both for-profit and non-profit real estate finance and development. Michael has utilized low income housing, historic, and new markets tax credits, HOME funds, tax increment financing, conventional and HUD insured (221(d)4 and 223(f)) debt, and grants to close various projects in Michigan, Ohio, and Oklahoma. Michael's service ethic is demonstrated by his prior work as a member with LISC/AmeriCorps, Neighborhood Ventures in Grand Rapids and the Wyoming Downtown Development Authority.

Lisa Mauzey

Financial Management Consultant

For the past 25 years, Lisa Mauzey has worked in the accounting fields for both for-profit and non-profit organizations. During this time she has developed strong accounting skills and refined her skills in full-service corporate, real estate, and construction accounting; as well as, administrative skills including human resources. She has worked on projects that assisted neighborhood development organizations building housing in Detroit and Flint by using her abilities to budget, complete construction draws, and organize a build schedule. Lisa earned her Associates of Arts in Accounting from the University of Phoenix in December 2008 and her Bachelors of Business Administration in Innovative Organization from the University of Phoenix in May 2011.

Empowering People. Building Communities.

COMMUNITIES FIRST, INC.
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST
FLINT, MI 48503

P.O. BOX 152
FLINT, MI 48501

P: 810-422-5358
F: 810-519-4844

Project: Oak Street Senior Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Oak Street Senior Apartments. Oak Street Senior Apartments is a U.S. Department of HUD Section 202 Supportive Housing for the Elderly development. The project consists of 24 units of safe, affordable housing for low income seniors in the downtown Flint area. The historic Oak School was originally built in 1898 and has been preserved according to historic standards. The resulting development is Enterprise Green Communities certified and winner of the Association of General Contractors of Michigan.

Project Type: Permanent Supportive Housing for Elderly

Unit Mix: 24 Units Permanent Supportive Housing

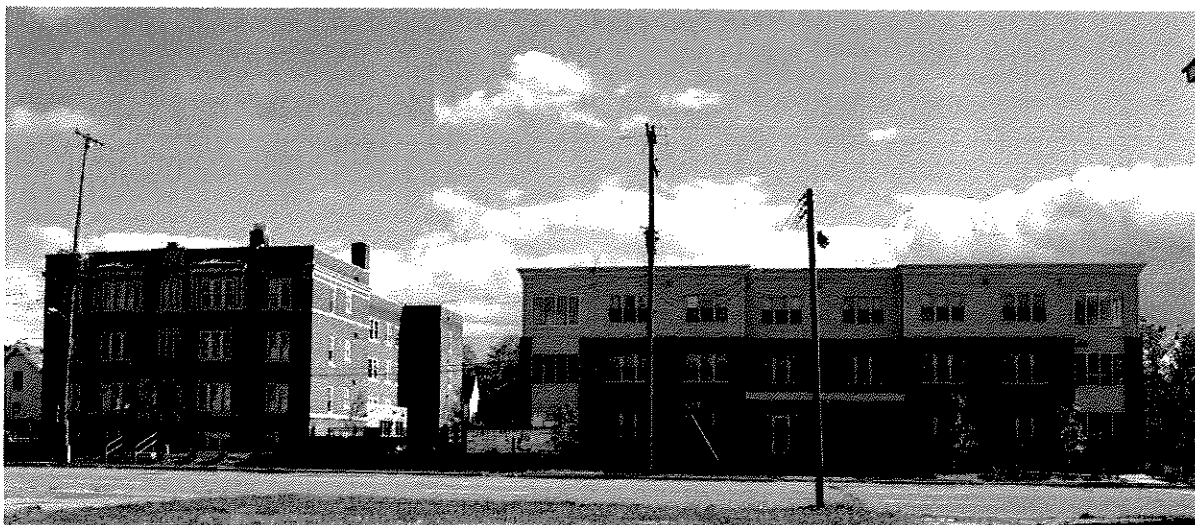
Year of Completion: 2014

Funding Sources: Oak Street Senior Apartments was funded primarily through a U.S. Department of HUD Section 202 Supportive Housing for the Elderly grant and a MSHDA Housing Development Funds grant. Additional sources of funding came from the City of Flint, Genesee County Land Bank Authority and Michigan LISC.

Total Project Cost: \$5.1 Million

Additional Details: Please visit https://www.youtube.com/watch?v=Velpu15_184 for a video of the ribbon cutting ceremony and https://www.youtube.com/watch?v=c6W_D0_WNXA for more information.

Project: Swayze Court Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Swayze Court Apartments. This project involved the rehabilitation of the historic Swayze Apartments and the construction of a new building on the property. Swayze Court Apartments is a 36 unit permanent supportive housing project for individuals that are homeless, at risk of homelessness or have special needs. Swayze Court Apartments provided more than 100 well-paying construction jobs for the local community and was certified as an Enterprise Green Community.

Project Type: Permanent Supportive Housing (PSH) for Homeless, At Risk of Homelessness, and Special Needs

Unit Mix: 28 PSH Units, 8 Units Mixed Affordable

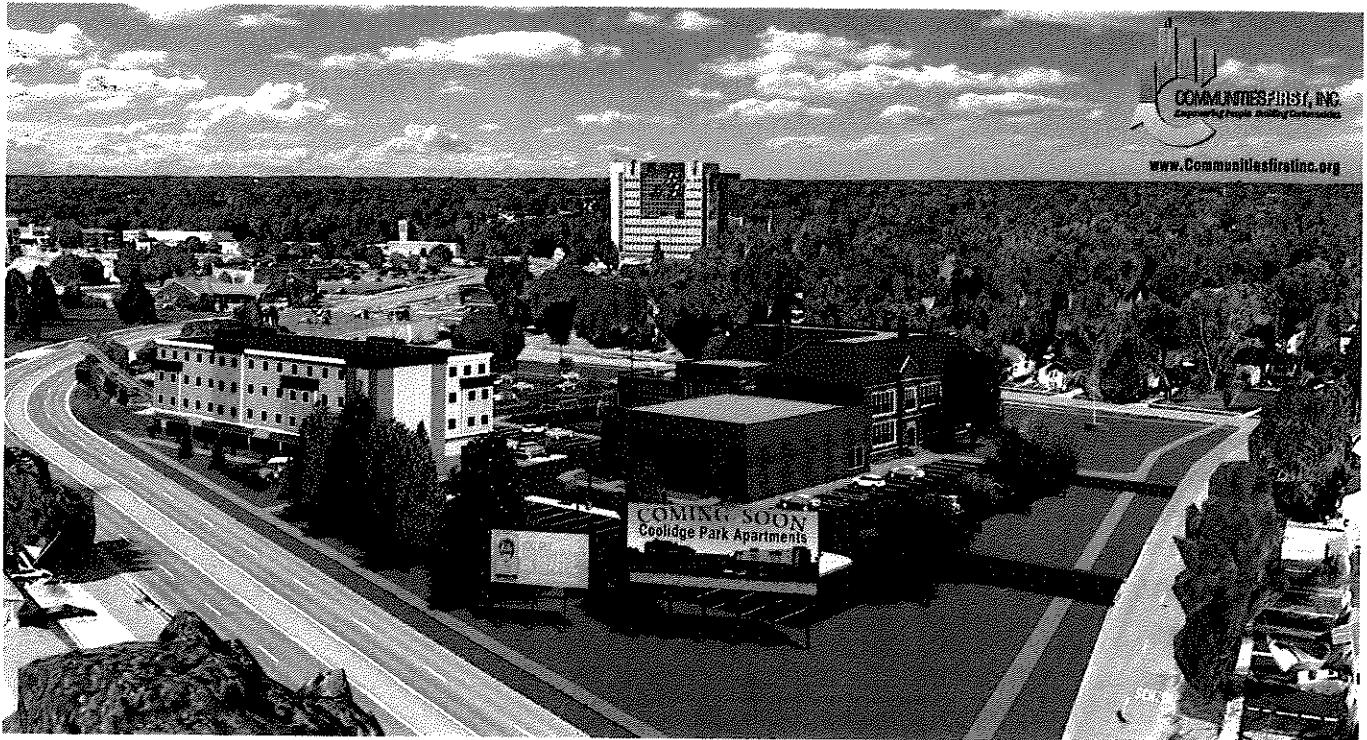
Year of Completion: 2016

Funding Sources: Swayze Court Apartments was funded with MSHDA LIHTC, Federal Historic Tax Credits, MSHDA HOME and City of Flint HOME.

Total Project Cost: \$8.3 Million

Additional Details: Please visit <https://www.youtube.com/watch?v=ovfMPJBriNs&t=21s> for a video of the ribbon cutting ceremony.

Project: Coolidge Park Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Coolidge Park Apartments. Funding has been secured and construction is scheduled to begin in late 2017/early 2018. The project involves the historic rehabilitation of Coolidge Elementary School and the construction of a new mixed use building on the site. The development includes market rate units, affordable units and 9,000 square feet of commercial space.

Project Type: Low Income Housing Tax Credits (LIHTC)

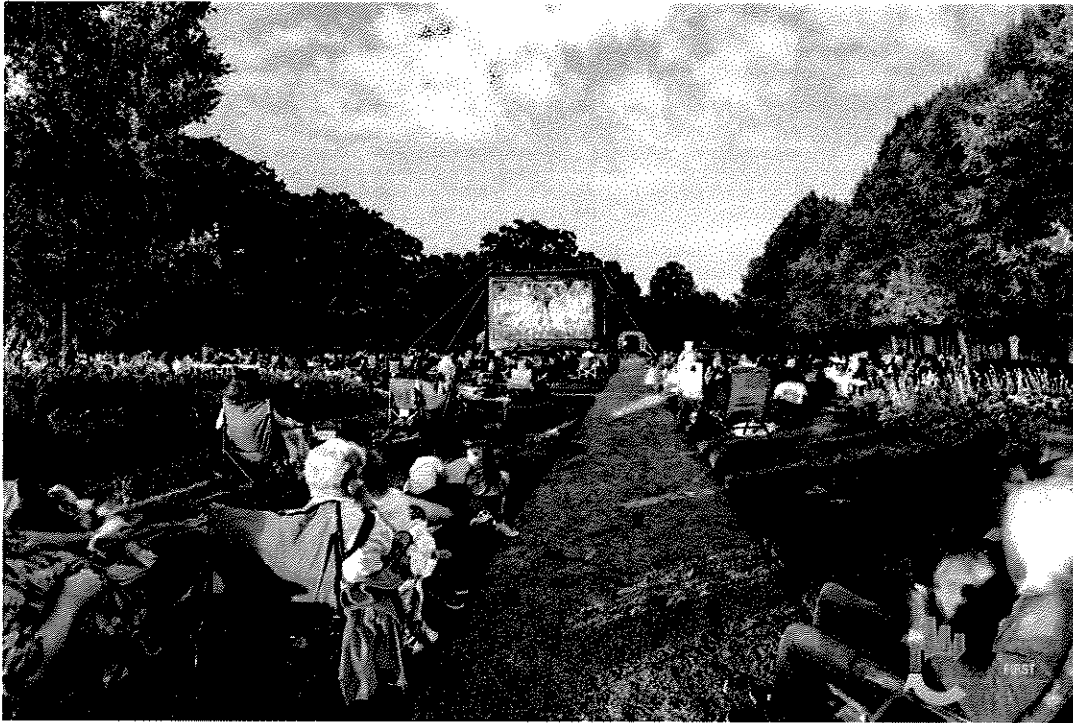
Unit Mix: 54 LIHTC Units, 9 market rate units, 9,000 sq. feet commercial space

Estimated Year of Completion: Early 2019

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

Total Project Cost: \$16.3 Million

Event: Movies Under the Stars



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

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

Program Years: 2014-2017

Project: Flint Artist Market



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

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

Community Engagement Timeframe: Two community engagement events in 2016.

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

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



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



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

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



Making Public-Private Partnerships Work

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

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

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

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

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



RAD Conversion Specialists

Principals: Robert Beale, John Edwards | Location: Detroit, Michigan



SHOWCASE COMMUNITIES

Woodbridge Estates consists of 327 rental units, 100 senior assisted living units and 51 occupied single family homes and town houses with a mix of incomes. Earlier this year, construction began on the sixth and final phase of 46 additional apartments across 12 buildings to be completed by year end.

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

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

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

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

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

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

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

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

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

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

RAD PROGRAM

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recent Experience

Cornerstone Estates – Phase III

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

Woodbridge Estates – Phase VI

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

Bridgeport Apartments

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

Paw Paw Housing Commission

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

Swayze Court Apartments

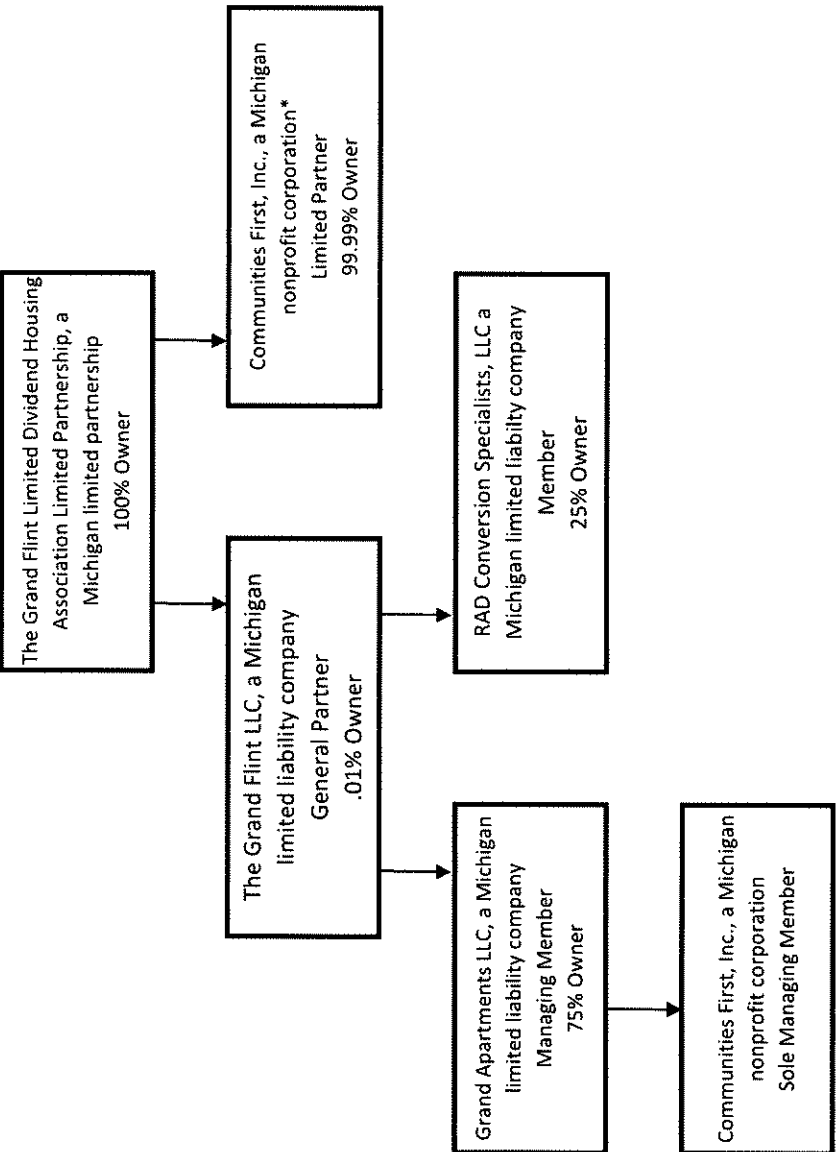
Location: Flint, MI
Units: 36 family rental units (historic rehab and new construction)
Total Development Costs: \$8,529,691
Total Construction Costs: \$5,923,720
Sources: LIHTC & Historic Equity - \$6,643,893; Flint HOME Funds - \$670,973; MSHDA HOME Funds - \$850,000; AHP Loan - \$400,000
Project Duration: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

Woodbridge Estates – Senior Apartments

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

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

Proposed Organization Chart for
The Grand on University



*Will be replaced by the Investor Limited Partner upon syndication

[illegible]

**The Grand
422 West University Avenue
Flint, MI 48502**
Grand
Conceptual Site Plan

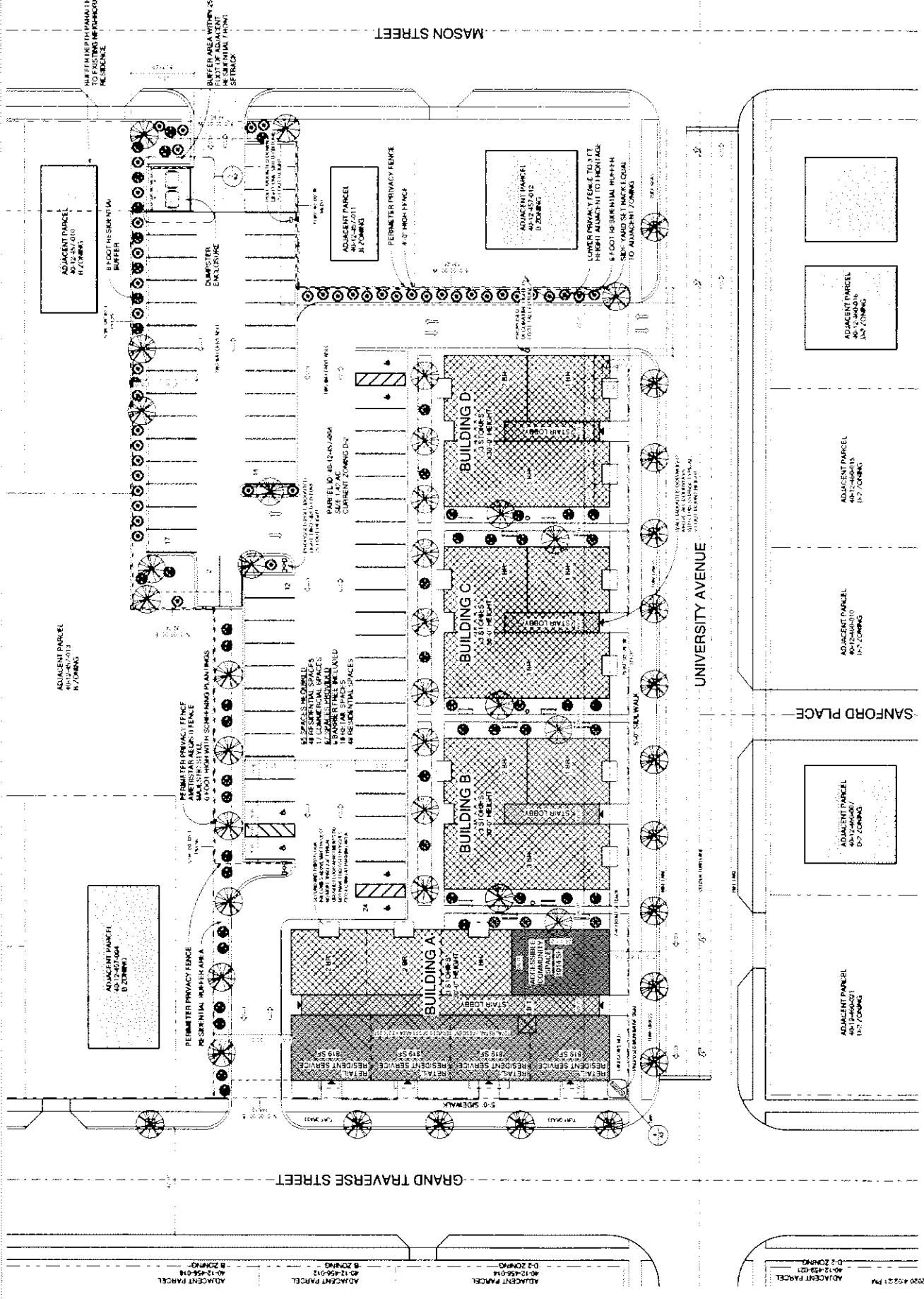
REVISIONS	
5/15/20	MSHDA Submit
9/25/19	SPR REV 2
9/19/19	SPR Revision
8/6/19	Site Plan Review
8/1/19	ZBA Application
7/23/19	Plan HDC
Date	Description



SEDGEWICK + FERRARO ARCHITECTS
ARCHITECT

410 East Court Street, Suite 400, Farmington Hills, MI 48334
TEL: 810-238-9647 | FAX: 810-238-4900
www.sfarcl.us

Good clients = Good architecture



**The Grand on University
Flint, MI**

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

Property: The Grand on University
Flint, MI

RESIDENTIAL

Income	Initial		Future		Begin in Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	Inflator	Inflator	Inflator	Inflator																
Annual Rental Income	2.00%	2.00%			6	425,364	433,871	442,549	451,400	460,428	469,636	479,029	488,610	498,382	508,349	518,516	528,887	539,464	550,254	561,259
Annual Non-Rental Income	2.00%	2.00%			6	8,500	8,670	8,843	9,020	9,201	9,385	9,572	9,764	9,959	10,158	10,361	10,569	10,780	10,996	11,216
Residential Vacancy Loss	8.00%	5.00%			6	34,029	34,710	35,404	36,112	36,834	37,572	38,327	39,091	39,862	40,640	41,425	42,217	43,016	43,821	44,632
Total Project Revenue						399,835	407,832	415,988	424,308	432,794	441,487	450,391	459,506	468,842	478,401	488,185	498,194	508,427	518,894	529,595
Expenses																				
Management	3.00%					19,733	20,325	20,935	21,563	22,210	22,876	23,562	24,269	24,997	25,747	26,520	27,315	28,135	28,979	29,848
Administration	3.00%					23,837	24,552	25,289	26,047	26,829	27,634	28,463	29,317	30,196	31,102	32,035	32,996	33,986	35,005	36,056
Common Electricity	6.00%	6.00%			6	17,035	18,057	19,141	20,289	21,506	22,797	24,164	25,614	27,151	28,780	30,507	32,338	34,278	36,334	38,514
Water & Sewer	6.00%	6.00%			6	24,505	25,975	27,534	29,186	30,937	32,793	34,761	36,846	39,057	41,401	43,885	46,518	49,309	52,267	55,403
Operating & Maintenance	3.00%					46,934	48,342	49,792	51,286	52,825	54,409	56,042	57,723	59,455	61,238	63,075	64,968	66,917	68,924	70,992
Real Estate Taxes	3.00%					14,502	14,937	15,385	15,847	16,322	16,812	17,316	17,836	18,371	18,922	19,489	20,074	20,676	21,297	21,935
Insurance	3.00%					14,400	14,832	15,277	15,735	16,207	16,694	17,194	17,710	18,241	18,789	19,352	19,933	20,531	21,147	21,781
Payroll & Benefits	3.00%					65,209	67,165	69,180	71,256	73,393	75,595	77,863	80,199	82,605	85,083	87,635	90,265	92,972	95,762	98,634
Total Operating Expenses						226,155	234,186	242,532	251,209	260,229	269,609	279,365	289,514	300,073	311,062	322,499	334,406	346,803	359,715	373,165
Dep. Reserve	2.00%					14,400	14,688	14,982	15,281	15,587	15,899	16,217	16,541	16,877	17,209	17,554	17,905	18,263	18,628	19,000
Net Operating Income						159,280	158,958	158,474	157,818	156,978	170,031	169,068	167,888	166,477	164,819	162,900	160,701	158,205	155,394	152,246
Primary Debt Service						122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642	122,642
Cash Flow						36,638	36,315	35,832	35,176	20,601	47,389	46,426	45,245	43,834	42,177	40,257	38,058	35,563	32,751	29,604

Last edit date: 11/20/2020

Property: The Grand on University

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



FHLBI 2020A AHP AWARDED PROJECTS

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

The Anchors At Mariners Inn

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

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

The Grand on University

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

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

The Roof at New Hope: Shelter for Families

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

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

JUNE 1, 2020 FUNDING ROUND RESERVATIONS

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

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

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

The Grand on University, 422 W University Ave tax comparisons

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

Based on the Schedule of Rents provided by Communities First, Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 48 units is \$425,364.

3) Estimated project ad valorem taxable value:

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

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

ORDINANCE NO. _____

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

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, Taxation; Funds; Purchasing; Article IV, by the addition of Section 18-21.14 Sale of City Personal Property which shall read in its entirety as follows:

§ 18-21.14 SALE OF CITY PERSONAL PROPERTY.

- (A) The City may dispose by sale at public auction of certain personal property belonging to the City. The procedure for selling personal property of the City at auction shall be set forth in this section.
- (B) The Purchasing Director is responsible for the sale, lease, and transfer of all City personal property.
- (C) When it has been determined by any determined by any Department Head of a department of the City that said department has personal property owned by the City which may in the best interest of the City be disposed of, said Department Head must submit to the Purchasing Director a report of such property which shall be sufficiently detailed listing the items and the estimated fair market value of each item. If the Purchasing Director concurs with the Department Head's recommendation, the Purchasing Director shall find the personal property **EITHER (1) eligible for sale by auction OR (2) IMPRACTICAL TO SELL BY AUCTION BECAUSE OF LOW OR OTHERWISE NOMINAL FAIR MARKET VALUE, LIMITED OR RESTRICTED MARKET, LEGAL RESTRICTIONS, OR ANY**

OTHER REASONABLE BASIS IDENTIFIED BY THE PURCHASING DIRECTOR.

- (D) **IF THE PERSONAL PROPERTY IS ELIGIBLE FOR SALE BY AUCTION**, the Purchasing Director shall appoint or designate a qualified auction company to competitively bid, sale, lease, and transfer personal property owned by the City and maintain records of all sales.
- (E) The sales under this section shall be conducted in accordance with the uniform commercial code and any other applicable law of the State of Michigan.
- (F) Nothing contained herein is intended to contradict other means of selling personal property owned by the City **AS MAY BE OTHERWISE PERMITTED BY LAW.**
- (F) **IF IT IS IMPRACTICAL TO SELL THE PERSONAL PROPERTY BY AUCTION, THE PURCHASING DIRECTOR SHALL AUTHORIZE THE DEPARTMENT HEAD TO SELL, TRANSFER, OR OTHERWISE DISPOSE OF THE PERSONAL PROPERTY IN A MANNER REASONABLY CALCULATED TO MINIMIZE THE COST TO THE CITY.**

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

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

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

210426

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

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

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX BENEFITS OF PAYING A SERVICE CHARGE IN LIEU OF AD VALOREM TAXES (BUT NOT IN LIEU OF PAYMENT OF SPECIAL

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

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

Adopted this _____ day of _____,

_____, 2021 A.D.

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: (FF) PILOT ORDINANCE RESOLUTION TO GRANT A FOUR (4%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT KNOWN AS CLARK COMMONS 3B, WHICH IS A MIXED INCOME DEVELOPMENT OF 52 RESIDENTIAL UNITS.

1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

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

By: Director Suzanne Wilcox
Suzanne Wilcox (Aug 24, 2021 09:21 EDT)
Suzanne Wilcox, Director, P&D DATE: August 24, 2021

2. ORDINANCE REVIEW-FINANCE DEPARTMENT

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

By: Robert J. F. Widigan
Rob Widigan, Chief Financial Officer DATE: August 24, 2021

3. ORDINANCE REVIEW - LAW DEPARTMENT

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

By: Angela Wheeler
Angela Wheeler (Aug 24, 2021 14:19 EDT)
Angela Wheeler, Chief Legal Officer DATE: 8/24/2021

CLARK COMMONS-NORSTAR ANALYSIS Phase IIIB

1) Current taxable value:	\$0
2) PILOT estimation	\$26,275.20

Based on the Schedule of Rents provided By Norstar, at 100% occupancy, given its rental rates for households at 60% of AMI or lower, the total annual rent potential for Phase IIIB is \$656,880.

3) Estimated project ad valorem taxable value:

	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
Market Rent	\$764	\$1,000	\$1,500	\$1,500
Number of Units	0	37	15	0
	\$0	\$37,000	\$22,500	\$0

\$2
\$59,500 \$714,000
per month per year

Monthly Rental Income	\$59,500
Yearly Rental Income	\$714,000
Vacancy/Loss (8%)	(\$57,120)
Potential Gross Income	\$656,880
Expenses(45%)	\$295,596
Net Operating Income	\$361,284
Cap Rate of 13%	\$7,326,738
SEV/TV	3,663,369
Potential Taxes AD Valorm	\$249,782
PILOT Taxes @ 4%	\$26,275

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



CITY OF FLINT

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

PURPOSE

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

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

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

ELIGIBILITY

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

PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

APPLICATION REQUIREMENTS

1) Completed Application Form

2) Narrative:

a. Background information:

- i. Development experience of team
- 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	Clark Commons IIIB LDHA LLC
REPRESENTATIVES NAME	Lori Harris
ADDRESS	200 S. Division Street Buffalo, New York 14204
TELEPHONE NUMBER	518-431-1051
E-MAIL ADDRESS	lharris@norstarus.com

GUARANTORS INFORMATION

ENTITY NAME	Norstar Development USA, L.P.
ENTITY PRINCIPAL	Richard Higgins, President
ADDRESS	733 Broadway Albany, New York 12207
TELEPHONE NUMBER	518-431-1051
E-MAIL ADDRESS	rhiggins@norstarus.com

ENTITY NAME	
ENTITY PRINCIPAL	
ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

PROJECT INFORMATION

PROJECT NAME	Clark Commons 3B
ADDRESS OF PROJECT	Scattered sites bounded by Saginaw St., Mary St., MLK Blvd and Williams St
PARCEL ID	See attached list—31 parcels
LEGAL DESCRIPTION	

DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Lori Harris, Vice President, Norstar Development USA, L.P.
ARCHITECTURAL FIRM	Fusco, Shaffer & Pappas, Inc.
CONSTRUCTION PROJECT MANAGER	Robert Nickoloff, Vice President, Norstar Building Corporation
GENERAL CONTRACTOR FOR PROJECT	Norstar Building Corporation

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

Clark Commons 3B - FLINT, MICHIGAN
PILOT APPLICATION—Project Narrative

a. Background Information

- i. Development Experience of Team: The development includes Norstar Development USA, L.P. (developer), Norstar Building Corporation (general contractor) and Fusco, Shaffer & Pappas, Inc. (architect). Norstar has developed more than 7,000 units in New York, Florida, Alabama, Texas, and Michigan, including nearly 900 in Michigan, and Norstar Building Corporation has building experience in Detroit and Ann Arbor, as well as in New York and Texas. The development team features extremely strong professional collaboration amongst its team members. Norstar Development shares principals with the General Contractor, Norstar Building Corporation, and this provides seamless execution of the development concept through construction. The developer, Norstar Development USA, L.P. and the architect, Fusco, Shaffer & Pappas, Inc. have worked together previously on the Gardenview portfolio located in Detroit, MI. This has resulted in the successful completion of seven phases, resulting in a total of 638 units.
- ii. Corporate Partnership Structure: The ownership entity will be Clark Commons IIIB Limited Dividend Housing Association Limited Liability Company. The entity will be controlled by a Norstar-affiliate, with an investor partner in the partnership as well.

b. Project Description

- i. Intended Usage/Target Market: The proposed Clark Commons 3B project will result in a mixed income project of 52 residential units, 41 of which will receive Section 8 Project-Based Vouchers ("PBV") subsidies from HUD through a RAD conversion, eleven (11) will be market, unassisted units.
- ii. Economic Impact: Creating infill development in the Smith Village area builds upon existing City investment in the area and utilizes 31 vacant publicly-owned parcels. The project construction will also provide employment opportunities for local subcontractors.
- iii. Environmental Impact (including mitigation actions): A Part 50 review is required as a result of the HUD Choice Neighborhoods Funds, and this review will also cover HOME funds. Further, Norstar's environmental consultant is in contact with EGLE regarding a mitigation plan for environmental conditions recognized in the project's Environmental Site Assessments.
- iv. Impact on City infrastructure (transportation and utilities): Since the project is infill, existing infrastructure can be utilized. This infrastructure is some of the newer in the city, as it is from the relatively recent Smith Village development. The 52 units should not have a negative impact on City utility infrastructure. The project's units are near public bus transportation, served by two routes, and the 52 units should not place excess strain on the bus system.
- v. Impact on City services (police, fire, EMS, code enforcement): The project should not have a negative impact on City services. No impact is assumed for police, fire and EMS services. The project is utilizing 31 currently vacant parcels from the City of Flint, the Genesee County Land Bank and State Land Bank Authority. This takes the burden of maintenance from these entities, and it can be hypothesized that improving these parcels will exert pressure on other nearby landowners to maintain their properties.
- vi. Square Footage of the building and land to be renovated: The project is nine (9) new construction residential buildings. Total unit square footage will be 60,612 sf.
- vii. Architectural renderings to include the number and type of units: Attached. The proposed project includes one-floor ranch units without garages (2-, 3-BR units), two-story townhome units (2, 3-BR units) without garages, and an apartment building with 2-BR ranch units and townhome units and one 3-BR ranch unit. The project will include two and three-bedroom

units. The project includes a tot lot that is located on the corner of Wood St and Avenue B, next to and across the street from a Clark Commons Phase 2 building for maximum visibility. In the overall project, there are thirty-seven (37) 2-bedroom units and fifteen (15) 3-bedroom units. The project will include 41 RAD units. The Clark Commons 3B project includes eight (8) townhome and one (1) apartment-style residential buildings in the approximate 8-block area.

viii. Any other information to fully explain project: This project is the fourth housing phase of the City of Flint/Flint Housing Commission's recent Choice Neighborhoods Implementation Grant plan and is a subset of the previously approved Clark Commons Phase III project. The project was split in two to increase financial feasibility. This phase includes 41 units reserved for existing Atherton East residents.

c.	Project	Marketing/Target	Market
	The intended market of the project includes those FHC residents moving from Atherton East, and market-rate tenants. The property manager is Premier Property Management, an experienced and knowledgeable manager that Norstar has a long-standing relationship with beginning in Detroit. Marketing for the project will abide by an Affirmative Fair Housing Marketing Plan, approved by MSHDA. Leasing will start when the first units are completed, likely spring 2023, and full occupancy is expected by the end of 2023.		

d. Ownership Description/Tax Information

i. Location--The project is scattered-site, bounded by Root St., Mary St., MLK Blvd., and Williams St. The parcel IDs are:

CITY-OWNED

1. 1523 Avenue A (40-12-230-033)
2. N Saginaw St (40-12-236-009)

LAND-BANK OWNED

3. E Wood St (40-12-236-002)
4. Chippewa St (40-12-236-003)
5. Chippewa St (40-12-236-004)
6. 1425 Saginaw St (40-12-236-005)
7. Mary St (40-12-206-004)
8. 316 Crosby St (40-12-206-005)
9. Mary St (40-12-206-006)
10. Mary St (40-12-206-007)
11. Mary St (40-12-206-008)
12. Mary St (40-12-206-009)
13. 328 Mary St (40-12-206-010)
14. 332 Mary St (40-12-206-011)
15. Avenue B (40-12-230-011)
16. E Wood St (40-12-230-012)
17. E Wood St (40-12-230-013)
18. 318 Crosby St (40-12-207-005)
19. Crosby St (40-12-207-006)

20. 326 Crosby St (40-12-207-007)
21. 330 Crosby St (40-12-207-008)
22. Crosby St (40-12-207-009)
23. 336 Crosby St (40-12-207-010)
24. Mary St (40-12-230-015)
25. Mary St (40-12-230-016)
26. 1531 Avenue A (40-12-230-017)
27. Avenue A (40-12-230-018)
28. 1536 Avenue B (40-12-230-001)
29. Mary St (40-12-230-002)
30. 1530 Avenue B (40-12-230-029)

STATE LAND BANK AUTHORITY

31. Avenue B (40-12-230-028)

- ii. Property Owner at time of Application--The property owners include the City of Flint for 2 parcels, the Genesee County Land Bank for 28, and the State Land Bank Authority for 1.
- iii. Options to Purchase--Attached are the Options to Purchase for the City of Flint parcels, Genesee County Land Bank parcels, and State Land Bank Authority parcel.
- iv. Financing, Options, and Liens on Property--To our knowledge, no existing financing or liens on the project parcels; the only existing options are the ones Norstar holds with the Land Bank/City/MI Land Bank Fast Track Authority.
- v. Current Assessed Value--The options for the City and Land Bank are \$3,900 and \$12,045, respectively. The option for the MI Land Bank parcel is for \$1,500.
- vi. Assessments Under Appeal?--No assessments currently under appeal.

e. Detailed Development Pro Forma

Please see attached development pro forma.

f, g. Operating Pro Forma & Schedule of Rents/Income Levels

The project is requesting a 4% PILOT rate. Please see attached operating pro forma.

h. Housing Market Data Supporting Demand

The following excerpts from the market study completed for Clark Commons Phase 3B by Novogradac Research and Consulting in January 2021 show demand for the proposed project.

- "As a newly renovated property, the Subject will be at a competitive advantage to the existing multifamily inventory, which may have piping issues. Overall, the vacancy rates in the Flint market are elevated. Based on the comparable data, we believe that the Subject will be able to stabilize following renovation with a vacancy rate of 5.0 percent or less as proposed." P. 119
- "Post construction, the Subject will exhibit excellent condition. Its unit-amenity package will be similar to superior to the majority of comparable properties, while its community amenity package will be competitive. Overall, we believe the Subject can achieve the 30 and 60 percent AMI maximum allowable rents, in the event that the Subject were to lose its subsidy. Additionally, based on the tenant characteristics at the market rate comparables, we maintain that the Subject can achieve two and three-bedroom market rents above the sponsor's proposed rents." P. 119

i. Proposed Project Timeline

- i. Closing of the loan/contributing financing—Second Quarter 2022
- ii. First expenditure of funds with regards to the project—Immediately following closing
- iii. Anticipated date construction will begin—Immediately following closing
- iv. Anticipated date of completion—First units will be completed in spring 2023, with full completion in winter 2023.

j. Conflicts of Interest

No potential conflicts of interest exist between the applicant or guarantor and any City Personnel or City Council members.

k. Application Bonus Point Items

- i. Mixed Use—the tenants of the property will have use of Clark Commons Phase 2 community space that will be located on E Wood Street and Avenue A.
- ii. Energy Efficiency and Green Practices—the project will contain energy efficiency and green practices as MSHDA requires.
- iii. Neighborhood/Block Club Outreach—the neighborhood, including the residents that will relocate to the project, participated in extensive engagement during the Choice Neighborhoods planning process, including meeting with the Smith Village and University Park Estate Neighborhood Associations. Recently, Norstar joined the conversation and met with the Smith Village and University Park Estates Neighborhood Associations to hear and address their feedback regarding the planned development.
- iv. External Amenities—include close proximities to the bus stops (within 1/10 mile for most, up to ¼ mile for some); two large employment centers, both of which employ over 250 employees year-round, within ½ mile of the site; a Federally Qualified Health Center and a hospital slightly over ½ mile from the site.

i. MSHDA application for LIHTC Credits

An application for 9% LIHTC will be submitted to MSHDA in the October 1, 2021 funding round.

ARCHITECTURAL RENDERINGS

A.S.100B

OVERALL SITE PLAN



SCALE 1" = 40'

DATE: 10/1/2010

PROJECT: CLARK COMMONS

PHASE 3B TOWNHOMES

CLIENT: MICHIGAN

DESIGNER: TUXILU, SHAFER & ASSOCIATES, P.C.

10000 SAGINAW ST.

CHIPPENAW ST.

WOOD ST.

10000 SAGINAW ST.

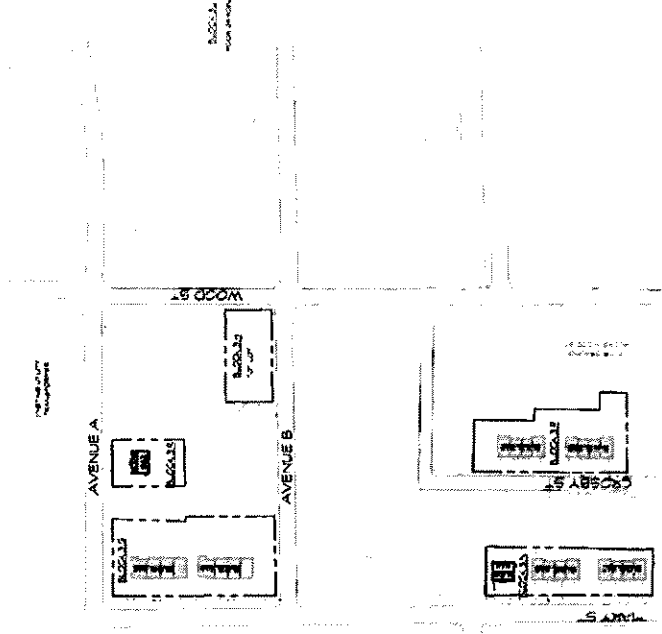
CHIPPENAW ST.

WOOD ST.

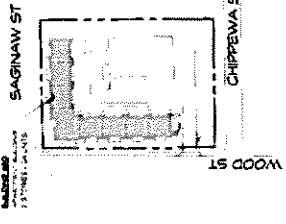
10000 SAGINAW ST.

CHIPPENAW ST.

WOOD ST.



CLARK COMMONS
PHASE 3B TOWNHOMES
MICHIGAN



TUXILU, SHAFER & ASSOCIATES, P.C.
ARCHITECTS AND PLANNERS
10000 SAGINAW ST.
CHIPPENAW ST.
WOOD ST.

**DEVELOPMENT PRO FORMA
AND
OPERATING PRO FORMA**

Clark Commons 3B - 52 Units

2.4.2021

2020 MODIFIED RENT'S schedule for 120									
4% AM RAD	RAD/TC	RAD Rent	Total	1BR/1BA (G)	2BR/1.5BA (F2)	2BR/1BA (F1)	2BR/1BA (NPH) apt	2BR/1.5BA (NPH) apt	3BR/2.5BA (EPH)
1BR/1BA (G)	0	655	0	0	0	0	0	0	0
1BR/1BA (GPH)	0	655	0	0	0	0	0	0	0
2BR/1.5BA (F2)	1	862	862	12,518	0	0	0	0	0
2BR/1BA (F1)	1	862	862	1,043	0	0	0	0	0
2BR/1BA (NPH) apt	1	862	862	848	0	0	0	0	0
2BR/1.5BA (NPH) apt	1	862	862	1,030	0	0	0	0	0
3BR/2.5BA (EPH)	1	1,115	1,115	1,224	0	0	0	0	0
3BR/2BA (E)	1	1,115	1,115	1,286	0	0	0	0	0
3BR/2BA (E1)	1	1,115	1,115	1,354	0	0	0	0	0
3BR/2BA (NPH) apt	0	1,115	1,115	1,576	0	0	0	0	0
4BR/2.5BA (EPH)	0	1,179	1,179	1,450	0	0	0	0	0
4BR/2.5BA (D)	0	1,179	1,179	1,680	0	0	0	0	0
6	6	6	60,698	0	0	0	0	0	0
TOTAL SF									
60% TC	0	0	0	0	0	0	0	0	0
1BR/1BA (G)	0	599	0	0	0	0	0	0	0
1BR/1BA (GPH)	0	599	0	0	0	0	0	0	0
2BR/1.5BA (F2)	0	715	0	0	0	0	0	0	0
2BR/1BA (F1)	0	715	0	0	0	0	0	0	0
2BR/1BA (NPH) apt	0	715	0	0	0	0	0	0	0
2BR/1.5BA (NPH) apt	0	823	0	0	0	0	0	0	0
3BR/2.5BA (EPH)	0	823	0	0	0	0	0	0	0
3BR/2BA (E)	0	823	0	0	0	0	0	0	0
3BR/2BA (E1)	0	823	0	0	0	0	0	0	0
3BR/2BA (NPH) apt	0	913	0	0	0	0	0	0	0
4BR/2.5BA (EPH)	0	913	0	0	0	0	0	0	0
4BR/2.5BA (D)	0	913	0	0	0	0	0	0	0
35	35	35	8,297	0	0	0	0	0	0
TOTAL									
48,422	507,864	512,499	522,749	533,204	543,868	554,745	565,840	577,157	588,728
Monthly Total	48,422	507,864	512,499	522,749	533,204	543,868	554,745	565,840	577,157
Annual Total	581,064	6,094,368	6,159,588	6,272,988	6,398,448	6,526,416	6,656,940	6,789,648	6,924,264
Vacancy/Collection loss @ 8%	4,674	48,629	49,040	50,064	51,104	52,152	53,208	54,272	55,344
Net Rental Income	576,390	6,045,739	6,110,548	6,222,924	6,347,344	6,474,264	6,603,672	6,734,376	6,868,920
PILOT (4%) + \$1500 internet/119,212	23,696	244,516	246,016	249,616	253,216	256,816	260,416	264,016	267,616
Misc.	8,100	8,100	8,100	8,100	8,100	8,100	8,100	8,100	8,100
ACC Subsidy	0	0	0	0	0	0	0	0	0
Subsidy Reserve Payments	0	0	0	0	0	0	0	0	0
Subsidy Payments	0	0	0	0	0	0	0	0	0
TOTAL	521,599	6,338,355	6,364,564	6,472,540	6,580,560	6,688,576	6,796,592	6,904,608	7,012,624

4% AM RAD	RAD/TC	RAD Rent	Total	1BR/1BA (G)	2BR/1.5BA (F2)	2BR/1BA (F1)	2BR/1BA (NPH) apt	2BR/1.5BA (NPH) apt	3BR/2.5BA (EPH)
1BR/1BA (G)	0	655	0	0	0	0	0	0	0
1BR/1BA (GPH)	0	655	0	0	0	0	0	0	0
2BR/1.5BA (F2)	1	862	862	12,518	0	0	0	0	0
2BR/1BA (F1)	1	862	862	1,043	0	0	0	0	0
2BR/1BA (NPH) apt	1	862	862	848	0	0	0	0	0
2BR/1.5BA (NPH) apt	1	862	862	1,030	0	0	0	0	0
3BR/2.5BA (EPH)	1	1,115	1,115	1,224	0	0	0	0	0
3BR/2BA (E)	1	1,115	1,115	1,286	0	0	0	0	0
3BR/2BA (E1)	1	1,115	1,115	1,354	0	0	0	0	0
3BR/2BA (NPH) apt	0	1,115	1,115	1,576	0	0	0	0	0
4BR/2.5BA (EPH)	0	1,179	1,179	1,450	0	0	0	0	0
4BR/2.5BA (D)	0	1,179	1,179	1,680	0	0	0	0	0
6	6	6	60,698	0	0	0	0	0	0
TOTAL									
60% TC	0	0	0	0	0	0	0	0	0
1BR/1BA (G)	0	599	0	0	0	0	0	0	0
1BR/1BA (GPH)	0	599	0	0	0	0	0	0	0
2BR/1.5BA (F2)	0	715	0	0	0	0	0	0	0
2BR/1BA (F1)	0	715	0	0	0	0	0	0	0
2BR/1BA (NPH) apt	0	715	0	0	0	0	0	0	0
2BR/1.5BA (NPH) apt	0	823	0	0	0	0	0	0	0
3BR/2.5BA (EPH)	0	823	0	0	0	0	0	0	0
3BR/2BA (E)	0	823	0	0	0	0	0	0	0
3BR/2BA (E1)	0	823	0	0	0	0	0	0	0
3BR/2BA (NPH) apt	0	913	0	0	0	0	0	0	0
4BR/2.5BA (EPH)	0	913	0	0	0	0	0	0	0
4BR/2.5BA (D)	0	913	0	0	0	0	0	0	0
35	35	35	8,297	0	0	0	0	0	0
TOTAL									
48,422	507,864	512,499	522,749	533,204	543,868	554,745	565,840	577,157	588,728
Monthly Total	48,422	507,864	512,499	522,749	533,204	543,868	554,745	565,840	577,157
Annual Total	581,064	6,094,368	6,159,588	6,272,988	6,398,448	6,526,416	6,656,940	6,789,648	6,924,264
Vacancy/Collection loss @ 8%	4,674	48,629	49,040	50,064	51,104	52,152	53,208	54,272	55,344
Net Rental Income	576,390	6,045,739	6,110,548	6,222,924	6,347,344	6,474,264	6,603,672	6,734,376	6,868,920
PILOT (4%) + \$1500 internet/119,212	23,696	244,516	246,016	249,616	253,216	256,816	260,416	264,016	267,616
Misc.	8,100	8,100	8,100	8,100	8,100	8,100	8,100	8,100	8,100
ACC Subsidy	0	0	0	0	0	0	0	0	0
Subsidy Reserve Payments	0	0	0	0	0	0	0	0	0
Subsidy Payments	0	0	0	0	0	0	0	0	0
TOTAL	521,599	6,338,355	6,364,564	6,472,540	6,580,560	6,688,576	6,796,592	6,904,608	7,012,624

4% AM RAD	RAD/TC	RAD Rent	Total	1BR/1BA (G)	2BR/1.5BA (F2)	2BR/1BA (F1)	2BR/1BA (NPH) apt	2BR/1.5BA (NPH) apt	3BR/2.5BA (EPH)
1BR/1BA (G)	0	655	0	0	0	0	0	0	0
1BR/1BA (GPH)	0	655	0	0	0	0	0	0	0
2BR/1.5BA (F2)	1	862	862	12,518	0	0	0	0	0
2BR/1BA (F1)	1	862	862	1,043	0	0	0	0	0
2BR/1BA (NPH) apt	1	862	862	848	0	0	0	0	0
2BR/1.5BA (NPH) apt	1	862	862	1,030	0	0	0	0	0
3BR/2.5BA (EPH)	1	1,115	1,115	1,224	0	0	0	0	0
3BR/2BA (E)	1	1,115	1,115	1,286	0	0	0	0	0
3BR/2BA (E1)	1	1,115	1,115	1,354	0	0	0	0	0
3BR/2BA (NPH) apt	0	1,115	1,115	1,576	0	0	0	0	0
4BR/2.5BA (EPH)	0	1,179	1,179	1,450	0	0	0	0	0
4BR/2.5BA (D)	0	1,179	1,179	1,680	0	0	0	0	0
6	6	6	60,698	0	0	0	0	0	0
TOTAL									
60% TC	0	0	0	0	0	0	0	0	0
1BR/1BA (G)	0	599	0	0	0	0	0	0	0
1BR/1BA (GPH)	0	599	0	0	0	0	0	0	0
2BR/1.5BA (F2)	0	715	0	0	0	0	0	0	0
2BR/1BA (F1)	0	715	0	0	0	0	0	0	0
2BR/1BA (NPH) apt	0	715	0	0	0	0	0	0	0
2BR/1.5BA (NPH) apt	0	823	0	0	0	0	0	0	0
3BR/2.5BA (EPH)	0	823	0	0	0	0	0	0	0
3BR/2BA (E)	0	823	0	0	0	0	0	0	0
3BR/2BA (E1)	0	823	0	0	0	0	0	0	0
3BR/2BA (NPH) apt	0	913	0	0	0	0	0	0	0
4BR/2.5BA (EPH)	0	913	0	0	0	0	0	0	0
4BR/2.5BA (D)	0	913	0	0	0	0	0	0	0
35	35	35	8,297	0	0	0	0	0	0
TOTAL									
48,422	507,864	512,499	522,749	533,204	543,868	554,745	565,840	577,157	588,728
Monthly Total	48,422	507,864	512,499	522,749	533,204	543,868	554,745	565,840	577,157
Annual Total	581,064	6,094,368	6,159,588	6,272,988	6,398,448	6,526,416	6,656,940	6,789,648	6,924,264
Vacancy/Collection loss @ 8%	4,674	48,629	49,040	50,064	51,104	52,152	53,208	54,272	55,344
Net Rental Income	576,390	6,045,739	6,110,548	6,222,924	6,347,344	6,474,264	6,603,672	6,734,376	6,868,920
PILOT (4%) + \$1500 internet/119,212	23,696	244,516	246,016	249,616	253,216	256,816	260,416	264,016	267,616
Misc.	8,100	8,100	8,100	8,100	8,100	8,100	8,100	8,100	8,100
ACC Subsidy	0	0	0	0	0	0	0	0	0
Subsidy Reserve Payments	0	0	0	0	0	0	0	0	0
Subsidy Payments	0	0	0	0	0	0	0	0	0
TOTAL	521,599	6,338,355	6,364,564	6,472,540	6,580,560	6,688,576	6,796,592	6,904,608	7,012,624

4% AM RAD	RAD/TC	RAD Rent	Total	1BR/1BA (G)	2BR/1.5BA (F2)	2BR/1BA (F1)	2BR/1BA (NPH) apt	2BR/1.5BA (NPH) apt	3BR/2.5BA (EPH)
1BR/1BA (G)	0	655	0	0	0	0	0	0	0
1BR/1BA (GPH)	0	655	0	0	0	0	0	0	0
2BR/1.5BA (F2)	1	862	862	12,518	0	0	0	0	0
2BR/1BA (F1)	1	862	862	1,043	0	0	0	0	0
2BR/1BA (NPH) apt	1	862	862	848	0	0	0	0	0
2BR/1.5BA (NPH) apt	1	862	862	1,030	0	0	0	0	0
3BR/2.5BA (EPH)	1	1,115	1,115	1,224	0	0	0	0	0
3BR/2BA (E)	1	1,115	1,115	1,286	0	0	0	0	0
3BR/2BA (E1)	1	1,115	1,115	1,354	0	0	0	0	0
3BR/2BA (NPH) apt	0	1,115	1,115	1,576	0	0	0	0	0
4BR/2.5BA (EPH)	0	1,179	1,179	1,450	0	0	0	0	0
4BR/2.5BA (D)	0	1,179	1,17						

Operating Budget:

	Year 1 (2022)	2	3	4	5	6	7	8	9	10	11	12	13
1 Total Income	521,599	532,031	542,671	553,525	564,595	575,887	587,405	599,153	611,136	623,359	635,826	648,543	661,513
2 Management	45,000	45,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715	60,476	62,291	64,159
3 Management Fee (8%)	31,286	32,235	33,202	34,193	35,224	36,291	37,389	38,490	39,645	40,834	42,059	43,321	44,621
4 Accounting	8,000	8,240	8,487	8,742	9,004	9,274	9,552	9,839	10,134	10,438	10,751	11,074	11,406
5 Legal	3,500	3,695	3,713	3,825	3,939	4,057	4,179	4,305	4,434	4,567	4,704	4,845	4,990
6 Advertising	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700	5,871	6,048	6,229	6,416
7 Office Supplies/phone/camp	5,500	5,665	5,835	6,010	6,190	6,376	6,567	6,764	6,967	7,176	7,392	7,613	7,842
8 LHFC Monitoring Fee	0	0	0	0	0	0	0	0	0	0	0	0	0
9 TOTAL	97,796	100,730	103,752	106,864	110,070	113,372	116,773	120,277	123,885	127,492	131,100	134,712	138,334
10 Janitorial/ Grounds contract	8,500	8,755	9,018	9,289	9,567	9,854	10,149	10,450	10,758	11,071	11,390	11,716	12,049
11 Supplies	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129
12 Estimating	3,500	3,605	3,713	3,825	3,939	4,057	4,179	4,305	4,434	4,567	4,704	4,845	4,990
13 Garbage	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700	5,871	6,048	6,229	6,416
14 HVAC repairs	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700	5,871	6,048	6,229	6,416
15 Ground Contract	7,500	7,725	7,957	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693
16 Maintenance Payroll	20,000	20,800	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095	26,878	27,685	28,515
17 Maint. Supplies	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700	5,871	6,048	6,229	6,416
18 Maint. Contracts	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376	5,537	5,703
19 Elevator Contract	0	0	0	0	0	0	0	0	0	0	0	0	0
20 Grounds Supplies	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700	5,871	6,048	6,229	6,416
21 Painting/Decorating	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376	5,537	5,703
22 snow removal	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379	7,601	7,829	8,063	8,305	8,555
23 TOTAL	76,500	78,795	81,169	83,594	86,101	88,684	91,345	94,065	96,838	99,615	102,410	105,224	108,057
24 Fuel Oil	0	0	0	0	0	0	0	0	0	0	0	0	0
25 Electricity	4,000	4,120	4,244	4,371	4,502	4,637	4,776	4,919	5,067	5,219	5,376	5,537	5,703
26 Water/Sewer	53,700	55,311	56,970	58,679	60,443	62,263	64,121	66,044	68,026	70,068	72,168	74,333	76,563
27 Gas	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758	15,201	15,657	16,127	16,611	17,109
28 Other	0	0	0	0	0	0	0	0	0	0	0	0	0
29 TOTAL UTILITIES	69,700	71,791	73,945	76,163	78,448	80,801	83,225	85,722	88,294	90,943	93,671	96,481	99,376
30 Real Estate Taxes	19,212	19,748	20,382	20,993	21,623	22,272	22,940	23,628	24,337	25,067	25,819	26,594	27,392
31 Payroll Burden	23,000	23,690	24,401	25,133	25,897	26,693	27,521	28,387	29,286	30,210	31,159	32,133	33,133
32 Other Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0
33 Property Ins.	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046	44,337	45,667	47,037	48,448	49,902
34 Fidelity Bond	0	0	0	0	0	0	0	0	0	0	0	0	0
35 Community	0	0	0	0	0	0	0	0	0	0	0	0	0
36 TOTAL	77,212	79,526	81,914	84,372	86,903	89,510	92,195	94,961	97,810	100,744	103,766	106,879	110,086
37 Operating Res.	0	0	0	0	0	0	0	0	0	0	0	0	0
38 Replace Res.	15,800	16,066	16,556	17,047	17,558	18,085	18,627	19,186	19,762	20,354	20,965	21,594	22,242
39 Total Expenses	336,808	346,912	357,319	368,039	379,080	390,453	402,166	414,231	426,658	439,458	452,642	466,221	480,208
40 Net Operating Income	184,791	185,119	185,352	185,486	185,515	185,435	185,239	184,922	184,478	183,901	183,184	182,322	181,306

HTF RESERVES	0	0	0	0	0	0	0	0	0	0	0	0	0
Non-ACC Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Draw from ODR	0	0	0	0	0	0	0	0	0	0	0	0	0
Available - DSC at 1.15	160,688	160,973	161,176	161,292	161,316	161,248	161,077	160,802	160,416	159,914	159,291	158,541	157,657

Add Exp	0	0	0	0	0	0	0	0	0	0	0	0	0
Investor Service Fee	154,066	154,066	154,066	154,066	154,066	154,066	154,066	154,066	154,066	154,066	154,066	154,066	154,066
Debt Service	30,725	31,053	31,286	31,420	31,449	31,369	31,173	30,956	30,712	29,835	29,116	28,258	27,240
Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0

ASSUMPTIONS													
Annual cost increase of 3%													
Rent increase of 2%													
Operating Deficit Reserve	245,437												

NOTES:
 (1) Cash Flow loans - payments, if any, to be determined

Clark Commons 3B - 9% - 52 units

20 %Market Units; NO basis boost

11/19/2020

USE OF FUNDS	Total	Total Basis	Non-Basis
1 Land	17,445	0	17,445
2 Structures	0	0	0
2 TOTAL	17,445	0	17,445
4 Appraisal/Mkt. Study	6,500	6,500	0
5 Contingency	80,000	80,000	0
6 Survey/Energy/Etoll/CVR	100,000	100,000	0
7 Soil Borings	30,000	30,000	0
8 Phase I/Environ.	450,000	450,000	0
9 Arch/Engineer	450,000	450,000	0
10 Construction Loan Fees (.65%)	84,916	84,916	0
11 Legal	200,000	120,000	80,000
12 Perm Loan Fees/costs (4%)	88,000	0	88,000
13 Cost Cert. Audit	30,000	30,000	0
14 Insurance	100,000	100,000	0
15 Taxes	1,500	1,500	0
16 Interim Interest	717,214	430,328	286,885
17 Closing Costs (BoA-\$55k, \$15k Perm)	72,860	43,778	29,184
18 Title & Recording	65,000	65,000	0
19 Other: Permits and Fees	131,757	131,757	0
20 Bank Inspector & Due Diligence	100,000	100,000	0
Other LHC Fee 8%, plus \$2,500 and \$475/Unit/\$75k	111,680	0	111,680
21 TOTAL SOFT	2,819,527	2,223,777	595,750
22 Site Work	2,494,222	2,494,222	0
23 Environmental - Soil	0	0	0
24 Demolition	0	0	0
25 Landscape Barrier - Enviro	0	0	0
26 Other	0	0	0
27 SUBTOTAL-SITE PREP	2,494,222	2,494,222	0
28 Residential	11,305,829	11,305,829	0
29 Environmental - vapor mitigation system	0	0	0
30 Site Security	100,708	100,708	0
31 General Requirements (6%)	828,003	828,003	0
33 Bond Premium	138,271	138,271	0
34 Other: Cost Cert	11,199	11,199	0
35 Other:	0	0	0
36 Subtotal Contractors Costs	14,878,232	14,878,232	0
Builder's Overhead (2%)	276,001	276,001	0
37 Builders Profit (max 6%)	828,003	828,003	0
38 TOTAL CONT. COSTS*	15,982,236	15,982,236	0
39 Const. Contingency (5%)	799,112	799,112	0
40 TOTAL DEV. COSTS	19,618,320	19,005,125	813,195
41 Developers Fee (12%)	1,125,000	1,125,000	0
FHC Dev. Fee (3%)	375,000	375,000	0
42 Initial Operating Deficit	75,000	0	75,000
43 Supp. Mgmt.&Mktg.Fee	0	0	0
44 Purch. of Maint. Equip.	50,000	0	50,000
45 Defeasance	0	0	0
46 TOTAL WORKING CAP.	125,000	0	125,000
PROJECT RESERVES	0	0	0
47 Operating Reserve	213,221	0	213,221
48 Replacement Reserve	5,000	5,000	0
48a ACC Subsidy Reserve	0	0	0
49 TOTAL RESERVES	218,221	5,000	213,221
ADMIN. COSTS	0	0	0
50 Relocation (costs moved to CNI part b)	0	0	0
Water bills	0	0	0
51 OTPS	0	0	0
52 TOTAL ADMIN COSTS	0	0	0
53 TOTAL PROJ. COSTS	21,461,541	20,510,125	951,416
54 Syndication Costs	0	0	0
55 Partnership Expenses	0	0	0
TOTAL	21,461,541	20,510,125	951,416

PERM. SOURCE OF FUNDS

CONSTRUCTION SOURCE OF FUNDS

CNI	5,290,128
Taxable Perm Loan (5.75%, 30 yrs.)	2,200,000
City HOME	0
FHC	0
Fed Tax Credit Equity	13,971,413
EGLE BRU	0
Deferred Fee	0

CNI	5,290,128
FHC/MEQ	0
Construction Loan	13,064,000
City HOME	0
Equity	0.120961284
TOTAL	20,044,128

TOTAL	21,461,541	Total	New Residential	Other
		SF	0	60,547

* Total const cost per sf

\$263.96

Tax credit basis	% TC	78.85%	120% Boost - no	\$20,510,125
Applicable %9 fed perm re	ELIG.	\$1,455,501	Value at	\$0.960
	9.00% REQ.	\$1,455,501	Total	13,971,413

Hard Cost per door	355,181
--------------------	---------

MARKET STUDY EXCERPTS



**A MARKET FEASIBILITY STUDY OF:
CLARK COMMONS 3B**

Overall, we believe there may be competitive overlap with the single-family market in Flint and the Subject's market rate units. However, the Subject represents superior quality housing compared to the majority of homes in the neighborhood.

Impact on Existing Housing Stock

All the data combined with interviews of real estate professionals demonstrate a continuing need for affordable housing over the foreseeable term. The comparables surveyed include a total of 1,791 units at 15 properties. The affordable properties in the area reported an average occupancy rate of 97.6 percent and five of the LIHTC comparables reported maintaining waiting lists. We believe this data is evident of adequate demand in the market.

Our demand calculations illustrate a need for affordable housing in the area when we consider the Subject's proposed LIHTC rents. The existing and planned apartment developments will not hinder each other's ability to maintain full occupancy. It is our opinion that the construction of the Subject through the LIHTC program will have a positive impact on the Subject and the surrounding neighborhood, and will not adversely affect the existing housing located in the PMA.

Conclusion

The comparable properties reported vacancy rates ranging from zero to 95.2 percent with an overall weighted vacancy rate of 7.1 percent. However, two comparables are in lease-up. Excluding these properties, the LIHTC comparables reported an average vacancy rate of 2.2 percent, while the market rate comparables reported a vacancy rate of 3.9 percent. Overall, excluding properties in lease-up, the comparables reported vacancy rates of 3.2 percent.

It should be noted that per our conversations with market participants, many of the existing Flint apartment developments have pipelines for water supply that are not treated with anti-corrosive additives, which causes lead to leak into the water supply. Though the City is attempting to address this issue for existing properties, the solution for many current residents is to move to newer apartment complexes with newer piping that is treated with anti-corrosives.

As a newly constructed property, the Subject will be at a competitive advantage to the existing multifamily inventory, which may have piping issues. Overall, the vacancy rates in the Flint market are elevated. Based on the comparable data, we believe that the Subject will be able to stabilize following renovation with a vacancy rate of 5.0 percent or less as proposed.

Post construction, the Subject will exhibit excellent condition. Its unit-amenity package will be similar to superior to the majority of comparable properties, while its community amenity package will be competitive. Overall, we believe the Subject can achieve the 30 and 60 percent AMI maximum allowable rents, in the event that the Subject were to lose its subsidy. Additionally, based on the tenant characteristics at the market rate comparables, we maintain that the Subject can achieve two and three-bedroom market rents above the sponsor's proposed rents.

CITY OF FLINT
OPTIONS TO PURCHASE

OPTION AGREEMENT

The City of Flint, having an address at 1101 S. Saginaw Street, Flint, MI, (the "Seller" or "City"), and Norstar Development USA, L.P., having an address at 733 Broadway, Albany, NY 12207 (the "Buyer") enter into this Option Agreement (the "Option") subject to the following conditions:

1. **Grant of the Option.** In consideration of Ten Dollars and 00/100 Dollars (\$10.00) paid by the Buyer to the Seller, receipt of which the Seller acknowledges, the Seller grants the Buyer, or an affiliate entity that is fully-controlled by the Buyer, an exclusive option to purchase, upon the terms and conditions hereinafter set forth, the real property described in Attachment A with all easements, rights, and appurtenances thereto. The Buyer is not required to purchase all parcels listed in Attachment A and this Option may be exercised in pieces. The Option may be exercised by the Buyer at any time prior to 5:00p.m. on December 31, 2021. During the term of this Option, the Buyer may undertake any inspections, testing and other due diligence activities upon written notice to the Seller. The purchase Option may at the sole discretion of the City and, in whole or in part, be extended for two twelve (12) month periods by giving a thirty (30) day written notice to the City outlining the necessity of the extension and documentation that sufficient progress has been made toward securing funding. The parcels included in this Option are assignable to single-purpose LDHA entities controlled by Norstar principals for the purpose of housing development under the CNI plan. Upon written notification of a low-income housing tax credit award from the Michigan State Housing Development Authority, the City will assign the applicable parcels from Attachment A to the proposed ownership entity. The Option is contingent upon written documentation of notification of an award of low-income housing tax credits by the Michigan State Housing Development Authority and/or a CNI award from the U.S. Department of Housing and Urban Development.
2. **Purchase price.** The purchase price for each parcel under this option, exclusive of all fees and taxes due and payable for each of the properties, is as stated in Attachment A. The balance of the purchase price and fees shall be paid in full at the closing with certified funds.
3. **Exercise of the Option.** The Buyer may exercise this Option by giving written notice signed by the Buyer to the Seller at its address stated above, including any written documentation associated with any contingencies outlined in Section 1 and any other terms mutually agreed upon. The notice must be in writing signed by the Buyer and received by the Seller before this Option expires.
4. **Closing.** This sale shall be closed within 10 days after all the closing documents are prepared but no later than 30 days after the Seller receives the notice that the Commitment of Title Insurance has been issued. The cost of Title Insurance will be the responsibility of the Buyer.
5. **The closing and preparations for the closing.** If the Buyer exercises the Option, the following obligations shall be performed by the closing:
 - a. The Seller shall prepare the necessary conveyance documents to transfer its title to the Buyer and forward them to the Buyer for the Buyer's review before the scheduled date of the closing.
 - b. The closing shall be held at the Seller's offices as stated in this Option agreement unless the parties mutually agree on some other location.
 - c. All real estate taxes owing if any on the premises shall be prorated between the Buyer and the Seller according to the calendar year, under the assumption that taxes are collected in arrears to cover the calendar year in which they become due and payable. For any outstanding

ATTACHMENT A

40-12-230-033	\$900
40-12-256-001	\$650
40-12-256-002	\$400
40-12-256-003	\$700
40-12-256-013	\$1,000
40-12-281-056	\$1,350
40-12-281-057	\$1,100
40-12-281-059	\$1,300
40-12-281-062	\$1,000
40-12-281-063	\$1,300
40-12-236-009	\$3,000

assessments on the premises that are paid in annual installments, the annual installment for the year in which the closing is held shall be prorated between the parties, and all successive installments shall be paid by the Buyer.

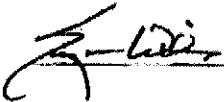
6. Binding effect. This agreement shall bind and benefit the parties' successors and assigns. The Buyer may assign its interest under this agreement only with written consent from the Seller.

7. Construction and venue. This agreement shall be governed by Michigan laws. Any disputes shall be brought in the Courts of Genesee County.

8. Entire agreement. This agreement contains the entire agreement of the parties with respect to the transaction described in this agreement, and this agreement may not be amended or released, in whole or in part, except by a document signed by the parties.

9. Effective date. The effective date of this agreement, i.e., the date on which the timing provisions and contingencies of this agreement begin (the Effective Date), will be the date on which the last person to sign this document will have signed the document. If the parties fail to insert the date they signed this agreement beneath their signatures below, the Effective Date will be the date on which Buyer received a fully executed copy of this document.

Witness



Jan 15, 2021
Date

Seller


Clyde Edwards, City Administrator
City of Flint

Jan 15, 21
Date

Witness



1/18/21
Date

Buyer


Richard L. Higgins, President
Norstar Development USA, L.P.

1/18/21
Date

**GENESEE COUNTY LAND BANK
OPTIONS TO PURCHASE**

OPTION AGREEMENT

Genesee County Land Bank Authority, of Flint, Michigan, 452 S. Saginaw St. 2nd Floor, Flint, MI 48502, (the "Seller"), and Norstar Development USA L.P., 733 Broadway, Albany, NY 12207 (the "Buyer") enter into this Option Agreement (the "Option") subject to the following conditions:

1. Grant of the Option. In consideration of One Thousand five-hundred (\$1,500.00) Dollars paid by the Buyer to the Seller, receipt of which the Seller acknowledges, the Seller grants the Buyer an exclusive option to purchase, upon the terms and conditions hereinafter set forth, the real property described in the attached Exhibit A, (collectively the "Property", which consists of several individual parcels), with all easements, rights, and appurtenances. The option price is non-refundable. The Option may be exercised by the Buyer at any time prior to 5:00p.m. on November 30, 2018. During the term of this Option, the Buyer may undertake any inspections, testing and other due diligence activities upon written notice to the Seller. The purchase Option may at the sole discretion of the Land Bank and, in whole or in part, be extended for up to two twelve (12) Month periods for an additional, non-refundable \$1,500 per extension by giving a written request at least thirty (30) days prior to the expiration of the Option to the Land Bank that contains the following: (1) necessity of the extension (2) notification of an award of Choice Neighborhoods grant funding from The U.S. Department of Housing and Urban Development (3) documentation that progress has been made towards securing funding including applications for state and federal subsidy, market studies demonstrating feasibility and related development information, (4) a letter of support from the Mayor of the City of Flint, and (5) documentation that the planned development is consistent with the use approved by the Land Bank's Board of Directors.

The Buyer and Seller also understand that the parcels listed in **Exhibit B** were assisted using grant funding from the Michigan State Housing Development Authority (MSHDA) under the federal Neighborhood Stabilization Program or Help for the Hardest Hit programs, and this agreement is conditioned upon release from those programs and/or any restrictions as may be required to satisfy any conditions under those programs.

2. Purchase price. If exercised within the first year, the the total purchase price for the parcels under this Option is set at \$5,000 per acre. If exercised after November 30, 2018, the price will be set at fair market value, as determined by a real estate broker or appraiser to be obtained by the Land Bank. The price is exclusive of all fees and taxes due and payable for each of the properties as stated on **Exhibit A**. The balance of the purchase price and fees shall be paid in full at the closing with certified funds. The consideration for this Option shall be credited to the purchase price for the properties at the closing if the Buyer exercises the option.
3. Exercise of the Option. The Buyer may exercise this Option by giving written notice signed by the Buyer to the Seller at its address stated above, including any written documentation associated with any contingencies outlined in Section 1 as well as, (1) Site Plan Approval from the City of Flint, (2) letters of commitment for development financing, and (3) a letter of support from the City of Flint Planning Department, and (4) Final approval by the Land Bank of all

documentation as required in the GCLBA's policies and procedures. The notice must be in writing signed by the Buyer and received by the Seller before this Option expires. It is understood by all parties that all parcels on Exhibit A may not be approved for closing at the same time. As such the Buyer may exercise its option on some or all of the parcels throughout the term of the agreement. The terms and conditions outlined in this Option will remain in full effect for any parcels not purchased until the expiration of the Option.

4. Failure to exercise the Option. If the Buyer fails to properly exercise this Option before this agreement expires, this Option shall terminate and the Seller may retain One Thousand five-hundred (\$1,500.00) Dollars consideration and shall have no further obligation to the Buyer.

5. Closing. The land bank or its agent will prepare closing documents no later than 10 business days after receiving written notification from the Buyer that the Option is being exercised. This sale shall be closed within 10 days after all the closing documents are prepared but no later than 30 days after the Seller receives the notice that the Commitment of Title Insurance has been issued. The cost of Title Insurance will be the responsibility of the Buyer.

6. The closing and preparations for the closing. If the Buyer exercises the Option, the following obligations shall be performed by the closing:

a. The Seller shall prepare the necessary conveyance documents to transfer its title to the Buyer and forward them to the Buyer for the Buyer's review before the scheduled date of the closing.

b. The closing shall be held at the Seller's offices as stated in this Option agreement unless the parties mutually agree on some other location.

c. All real estate taxes owing if any on the Property shall be prorated between the Buyer and the Seller according to the calendar year, under the assumption that taxes are collected in arrears to cover the calendar year in which they become due and payable. For any outstanding assessments on the Property that are paid in annual installments, the annual installment for the year in which the closing is held shall be prorated between the parties, and all successive installments shall be paid by the Buyer.

7. Maintenance. The Buyer agrees that the Property must be maintained in the following manner by the buyer or their designee:

a. The Buyer's obligations are as follows:

i. Take action to insure that nothing is done which might place Seller in violation of applicable building, housing, zoning, and health codes and regulations.

ii. Keep the Property clean and sanitary, removing garbage and trash as it accumulates, and the lawn maintained.

iii. Operate all equipment in a reasonable, safe manner as defined under state and local laws and ordinances.

b. The Buyer is permitted to make improvements to the Property relating to lawn maintenance, gardening or landscaping.

c. Any other improvement to the Property, or removal of Seller's property, including trees, or alterations shall not be made without the prior consent of the Seller.

d. The Seller makes no representation or warranty about the content or condition of the Property or its fitness for any particular use.

e. Seller has the right of emergency access to the Property at any time.

f. Buyer agrees to accept the Property in its current condition, clean and maintain the Property during the term of this Option.

If maintenance terms are not followed, the Seller may upon written notification cancel this option and retain the \$1,500 deposit to offset maintenance costs.

8. Release of Liability. The Buyer agrees to indemnify and hold harmless the Seller, Genesee County, and the their respective Board of Commissioners and Board of Directors, their administrators, agents, and employees from any and all liability for property damage and/or bodily injury to anyone or anything that arises from or is caused by actions or omissions taken in furtherance of the execution of the execution of this Option. The Buyer understands that the property may be in poor condition and presents potential hazards and assumes all risks.

9. Environmental Review. Notwithstanding any other provision of this contract, Buyer shall have no obligation to purchase the Property and no transfer of title to the Purchaser may occur, unless written notification has been provided to all parties by the Responsible Entity, as defined by the federal program, showing that: (1) it has completed a federal required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed or (b) the purchaser may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has been determined by the Responsible Entity that the purchase is exempt from federal environmental review and a request for release of funds is not required.

10. Binding effect. This agreement shall bind and benefit the parties' successors and assigns. The Buyer may assign its interest under this agreement only with written consent from the Seller.

11. Construction and venue. This agreement shall be governed by Michigan laws. Any disputes shall be brought in the Courts of Genesee County.

12. Entire agreement. This agreement contains the entire agreement of the parties with respect to the transaction described in this agreement, and this agreement may not be amended or released, in whole or in part, except by a document signed by the parties.


13. Effective date. The effective date of this agreement, i.e., the date on which the timing provisions and contingencies of this agreement begin (the Effective Date), will be the date on which the last person to sign this document will have signed the document. If the parties fail to insert the date they signed this agreement beneath their signatures below, the Effective Date will be the date on which Buyer received a fully executed copy of this document.

Witness



2/20/18
Date

Seller



Michele M. Wildman, Executive Director
Genesee County Land Bank Authority

02/20/2018
Date


Witness



KEVIN P. MCARTHY

11/16/2017
Date

Buyer



Richard L. Higgins, President
Norstar Development USA, L.P.

11/16/2017
Date

Exhibit A

40-12-204-001	VL M L King
40-12-204-002	VL (1524) M L King
40-12-204-003	VL (1518) M L King
40-12-204-006	VL (216) Mary
40-12-204-007	VL Mary
40-12-204-008	VL (224) Mary
40-12-204-015	VL Crosby
40-12-204-016	VL Crosby
40-12-204-017	VL (213) Crosby
40-12-205-003	VL (1506) M L King
40-12-205-004	VL (1502) M L King
40-12-205-005	VL Crosby
40-12-205-012	VL (213) Crosby
40-12-206-004	VL Mary St
40-12-206-005	VL (316) Crosby
40-12-206-006	VL Mary St
40-12-206-007	VL Mary
40-12-206-008	VL Mary St
40-12-206-009	VL Mary
40-12-206-010	VL (328) Mary
40-12-206-011	VL (332) Mary
40-12-206-012	VL Mary
40-12-206-014	VL Mary
40-12-207-005	VL (318) Crosby
40-12-207-006	VL Crosby
40-12-207-007	VL (326) Crosby
40-12-207-008	VL (330) Crosby
40-12-207-009	VL Crosby
40-12-207-010	VL (336) Crosby
40-12-230-011	VL Avenue B
40-12-230-012	VL E Wood
40-12-230-015	VL Mary St
40-12-230-016	VL Mary
40-12-230-017	VL (1531) Avenue A
40-12-230-018	VL Avenue A

40-12-231-004	VL Avenue A
40-12-231-005	VL Avenue A
40-12-231-006	VL (1524) Avenue A
40-12-231-007	VL (1522) Avenue A
40-12-210-001	VL E Wood
40-12-210-008	VL Avenue C
40-12-256-009	VL Williams
40-12-256-010	VL Avenue B
40-12-256-011	VL (1137) Avenue B
40-12-256-012	VL (1133) Avenue B
40-12-276-027	VL Avenue A
40-12-276-056	VL (1418) Avenue B
40-12-280-003	VL (1138) Avenue B
40-12-280-004	VL (458) Williams
40-12-280-005	VL (462) Williams
40-12-280-006	VL Williams
40-12-280-008	VL Avenue B
41-30-277-007	VL (4401) Milton Dr
41-30-276-018	VL (4322) Milton Dr
41-30-226-013	VL Pengelly Rd
41-30-226-014	VL (3917) Pengelly Rd
41-30-226-015	VL Pengelly Rd
41-30-226-017	VL Pengelly Rd

200 South Division Street
Buffalo, New York 14204
Tel: (716) 847-1098
Fax: (716) 847-1668



733 Broadway
Albany, New York 12207
Tel: (518) 431-1051
Fax: (518) 431-1053

February 16, 2018

VIA FEDERAL EXPRESS DELIVERY

Ms. Dawn Everett
Genesee County Land Bank Authority
452 S. Saginaw Street, 2nd Floor
Flint, MI 48502

RE: Clark Commons, Flint, MI Option Agreement - Future Phases

Dear Dawn:

Pursuant to your request, and in accordance with Section 1 "Grant of the Option" of that certain Option Agreement between Genesee County Land Bank Authority ("Land Bank") and Norstar Development USA, L.P. ("Norstar"), enclosed please find the following items in connection with the above-referenced matter:

- Check No. 10666 from Norstar to the Land Bank in the amount of \$1,500.00; and
- Option Agreement (originally executed by Norstar).

Please feel free to contact me with any questions.

Sincerely,

Kevin P. McCarthy

Kevin P. McCarthy
Vice President

Enclosures

cc: Michele Wildman, GCLBA via e-mail, w/our encls.
Dori Harris, Norstar Development via e-mail, w/our encls.

ADDENDUM TO OPTION AGREEMENT

This Option Agreement Addendum is made and entered into on the Effective Date set forth on the signature page below, by and between the Genesee County Land Bank Authority and Norstar Development USA, L.P.


All parties hereby agree to the Effective Date of the Option Agreement as February 20, 2018

Witness



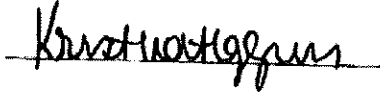
Date 8/26/20

Seller


Michael Freeman, Executive Director
Genesee County Land Bank Authority

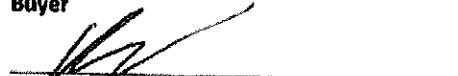
Date 8/26/20

Witness



Date 8/25/2020

Buyer


Richard L. Higgins, on behalf of
Norstar Development USA, L.P.


Date 8/25/2020

Witness



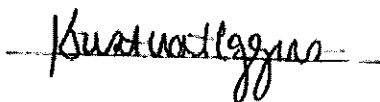
Date 8/25/2020

Buyer


Richard L. Higgins, on behalf of
Clark Commons II Limited Dividend Housing
Association, LLC


Date 8/25/2020

Witness



Date 8/25/2020

Buyer


Richard L. Higgins, on behalf of
Clark Commons III Limited Dividend Housing
Association, LLC

Date 8/25/2020

AMENDMENT TO OPTION AGREEMENT

This First Amendment to Option Agreement is made and entered into effective March 14, 2019 by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on March 20, 2018 to purchase property described in Exhibit A of the Option Agreement.

WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW, THEREFORE the Option Agreement deadline to execute will be extended from November 30, 2018 to November 30, 2019 for the consideration of One Thousand Five-Hundred (\$1,500) Dollars paid by the Buyer to the Seller, receipt of which the Seller acknowledges.

All other provisions and conditions in the Option Agreement remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness

Dawn Everett

Date

3/31/19

Seller

Michael M. Wildman

Michael M. Wildman, Executive Director
Genesee County Land Bank Authority

Date

3/31/2019

Witness

Kristina Higgins

Date

3/14/2019

Buyer

Richard L. Higgins

Richard L. Higgins, President
Norstar Development USA, L.P.

Date

3/14/2019

SECOND AMENDMENT OPTION AGREEMENT

This Option Agreement Amendment is made and entered into effective December ____, 2019 by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on March 20, 2018 to purchase property described in Exhibit A of the Option Agreement and executed an amendment on March 14, 2019.

WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW, THEREFORE the parcels listed in Exhibit B will be assigned to Clark Commons II Limited Dividend Housing Association, LLC and the parcels listed in Exhibit C will be assigned to Clark Commons III Limited Dividend Housing Association, LLC.

THEREFORE, parcel 40-12-210-008, 40-12-280-006, 40-12-204-001, 40-12-204-002, 40-12-204-003, 40-12-205-003, 40-12-205-004, 40-12-205-005, 40-12-205-012, 40-12-231-004, 40-12-231-005, 40-12-231-006, and 40-12-231-007 will be removed from the Option.

THEREFORE, parcel 40-12-276-055, 40-12-280-028, and 40-12-281-058, more thoroughly described in Exhibit B, will be added to the Option.

THEREFORE, the Purchase price for Clark Commons II Limited Dividend Housing Association, LLC will be Seven Thousand Nine Hundred Dollars (\$7,900). The deposit for the Option Agreement (\$1,500) and the considerations for the March 14, 2019 Amendment (\$1,500) will be credited towards phase II. The Purchase price for Clark Commons III Limited Dividend Housing Association, LLC will be Eighteen Thousand Five Hundred Fifty Dollars (\$18,550) with the consideration from this Second Amendment (\$1,500) being credited towards phase III.

THEREFORE, the Option Agreement deadline to execute will be extended from November 30, 2019 to November 30, 2020 for the consideration of One Thousand Five Hundred Dollars (\$1,500) paid by the Buyer to the Seller, receipt of which the Seller acknowledges.

All other provisions and conditions in the Option Agreement and first amendment remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness



Date 12/13/19

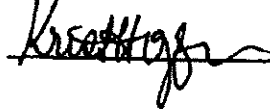
Seller



Dawn Everett, Sales and Development Manager
Genesee County Land Bank Authority

Date 12-13-19

Witness



Date 12/5/19

Buyer



Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

Date 12/5/19

Witness



Date 12/5/19

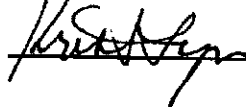
Buyer



Richard L. Higgins, on behalf of
Clark Commons II Limited Dividend Housing
Association, LLC

Date 12/5/19

Witness



Date 12/5/19

Buyer



Richard L. Higgins, on behalf of
Clark Commons III Limited Dividend Housing
Association, LLC

Date 12/5/19

Exhibit B			
Assigned to Clark Commons II LDHA, LLC			
Parcel	Address	Tax Designation	Legal description
40-12-276-027	VL Avenue A	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOTS 7 AND 8 DESC AS BEG AT A PT ON W LINE OF AVE A 260 FT S OF S LINE OF WOOD ST; TH SLY ALG SD W LINE 50 FT; TH WLY = WITH SLY LINE OF LOTS 7 AND 8 TO ELY LINE OF GEO. LADUES ADDITION; TH NLY ALG SD ELY LINE 50 FT; TH ELY TO BEG.
40-12-276-056	1418 Avenue B	Brownfield	GEO. LADUE'S ADDITION LOTS 1 AND 2; ALSO PART OF LOT 3 DESC AS: NLY 11 FT OF WLY 67.6 FT OF N 16.4 FT OF ELY 71 FT COMB ON 10/15/2012 FROM 40-12-276-002, 40-12-276-001, 40-12-276-003, 40-12-276-004;
40-12-280-003	1138 Avenue B	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION S 1/2 OF THE W 1/2 OF LOT 2 AND N 9 FT OF LOT 4, BLK 6
40-12-280-004	458 Williams	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION W 40 FT OF E 1/2 OF LOT 2, BLK 6
40-12-280-008	VL Avenue B	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION S 21 FT OF LOT 4, BLK 6
40-12-276-055	1321 Avenue A	5/50	THE SUBDIVISION OF PART OF SEC 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER, PART OF LOTS 7 AND 8 DESC AS: BEG AT A PT IN SLY LINE OF SD LOT 8 AT ITS INTERSEC WITH WLY LINE OF AVENUE A, SD PT ALSO BEING THE NELY COR OF LOT 1, BLK 2 OF MCFARLAN & CO.'S DETROIT STREET ADDITION; TH WLY ALG SLY LINE OF SD LOTS TO ELY LINE OF GEO. LADUES ADDITION; TH NLY ALG SD ELY LINE, 55.5 FT; TH ELY = WITH SD SLY LINE TO SD WLY LINE; TH SLY TO POB; ALSO N 39.5 FT OF LOT 1, BLK 2 MCFARLAN AND CO.'S DETROIT STREET ADDITION COMB ON 12/16/2011 FROM 40-12-276-030, 40-12-276-049;

40-12-280-028	VL Avenue A	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 7, BLK 6
40-12-281-058	1022 Avenue A	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION S 23.33FT OF LOT 16 AND LOT 18, BLK 7 COMB ON 12/16/2011 FROM 40-12- 281-013, 40-12-281-014;
40-12-210-001	VL E Wood	Brownfield	GEO. LADUE'S ADDITION LOT 21.
40-12-280-005	462 Williams	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION WEST 10 FT OF LOT 1 AND E 26 FT OF LOT 2, BLK 6.

Exhibit C			
Assigned to Clark Commons III LDHA, LLC			
Parcel	Address	Tax Designation	legal description
40-12-204-006	216 Mary	5/50	PARK HEIGHTS ADDITION LOT 22.
40-12-204-007	VL Mary	5/50	PARK HEIGHTS ADDITION LOT 23.
40-12-204-008	224 Mary	5/50	PARK HEIGHTS ADDITION LOT 24
40-12-204-015	VL Crosby	5/50	PARK HEIGHTS ADDITION E 35 FT OF LOTS 18 AND 19 AND BEG AT A PT ON THE N LINE OF LOT 19, PARK HEIGHTS ADDITION, 38.4 FT W OF THE NE COR OF SD LOT 19; RNG TH E ALONG SD N LINE, 3.4 FT; TH S AT RT <, 18 FT; TH SWLY ALONG THE NLY LINE OF LAND SOLD TO R L KURTZ, 3.8 FT; TH N = WITH E LINE TO POB.
40-12-204-016	VL Crosby	5/50	PARK HEIGHTS ADDITION LOT 17.
40-12-204-017	213 Crosby	5/50	PARK HEIGHTS ADDITION LOT 16.
40-12-206-004	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 493.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 42.5 FT; TH SLY AT RT ANGLES 70 FT; TH ELY = WITH SD SLY LINE 42.5 FT; TH NLY 70 FT TO P.O.B.
40-12-206-005	316 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 453.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 40 FT; TH SLY AT RT ANGLES 71 FT; TH ELY = WITH SD SLY LINE 40 FT; TH NLY 71 FT TO BEG.

40-12-206-006	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 428.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 25 FT; TH SLY = WITH SD WLY LINE 74 FT; TH ELY = WITH SD SLY LINE 25 FT; TH NLY = WITH SD WLY LINE 74 FT TO POB.
40-12-206-007	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 402.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 26 FT; TH SLY AT RT ANGLES 74 FT; TH ELY = WITH SD SLY LINE 26 FT; TH NLY TO BEG.
40-12-206-008	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 374 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 28.5 FT; TH SLY AT RT ANGLES TO SD SLY LINE 74.5 FT; TH ELY = WITH SD SLY LINE 28.5 FT; TH NLY TO BEG.
40-12-206-009	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT IN S LINE OF MARY ST 349 FT W OF W LINE OF AVE B; TH SLY AT RT ANGLES 74.75 FT; TH WLY AT RT ANGLES 25 FT; TH NLY AT RT ANGLES 74.75 FT TO SD S LINE; TH ELY 25 FT TO POB.

40-12-206-010	328 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 315 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 34 FT; TH SLY AT RT ANGLES 75 FT; TH ELY = WITH SD SLY LINE 34 FT; TH NLY 75 FT TO BEG.
40-12-206-011	332 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 281 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 34 FT; TH SLY AT RT ANGLES 75 FT; TH ELY = WITH SD SLY LINE 34 FT; TH NLY 75 FT TO POB.
40-12-206-012	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON S LINE OF MARY ST 281 FT WLY OF WLY LINE OF AVE B. TH SLY AT RT ANGLES 77 FT; TH ELY = WITH SD SLY LINE 29 FT; TH NLY = WITH SD WLY LINE 77 FT TO SD SLY LINE; TH WLY 29 FT TO POB.
40-12-206-014	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 223 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 29 FT; TH SLY AT RT ANGLES 77.5 FT; TH ELY = WITH SD SLY LINE 29 FT; TH NLY 77.5 FT TO POB.

40-12-207-005	318 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS: BEG AT A PT ON NLY LINE OF WOOD ST, 247.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH NLY AT RT ANGLES TO SLY LINE OF CROSBY ST; TO SD SLY LINE; TH WLY ALG SD SLY LINE 41.5 FT; TH SLY AT RT ANGLES TO A PT ON SD NLY LINE; TH ELY ALG SD NLY LINE TO BEG; EXC SLY 124 FT.
40-12-207-006	VL Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST 213.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 37 FT; TH NLY 97 FT TO BEG.
40-12-207-007	326 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 176.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 37 FT; TH NLY 97 FT TO BEG.
40-12-207-008	330 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 139.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 25 FT; TH NLY = WITH SD WLY LINE 17.75 FT; TH ELY = WITH SD SLY LINE 12 FT; TH NLY = WITH SD WLY LINE TO BEG.

40-12-207-009	VL Crosby		THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST 139.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH SLY = WITH SD WLY LINE 79.25 FT; TH ELY = WITH SD SLY LINE 45 FT; TH NLY = WITH SD WLY LINE 79.25 FT TO SD SLY LINE; TH WLY ALG SD SLY LINE 45 FT TO BEG.
40-12-207-010	336 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 94.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH SLY = WITH SD WLY LINE 79.25 FT; TH ELY = WITH SD SLY LINE 35 FT; TH NLY = WITH SD WLY LINE 79.25 FT TO SD SLY LINE; TH WLY ALG SD SLY LINE 35 FT TO BEG.
40-12-230-011	VL Avenue B	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS: BEG ON ELY LINE OF AVE B, 80 FT NLY OF N LINE OF WOOD ST; TH NLY ON SD ELY LINE 61 FT; TH ELY = WITH SD N LINE 72 FT; TH SLY = WITH SD ELY LINE 61 FT; TH WLY 72 FT TO BEG.
40-12-230-012	VL E Wood	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT INTERSEC OF ELY LINE OF AVE B WITH NLY LINE OF WOOD ST; TH ELY ALG SD NLY LINE 36 FT; TH NLY = WITH SD ELY LINE 80 FT; TH WLY = WITH SD NLY LINE 36 FT TO ELY LINE OF AVE B; TH SLY TO BEG.

40-12-230-015	VL Mary	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT IN S LINE OF MARY ST, 56.21 FT WLY OF INTERSEC OF WLY LINE OF AVE A; TH WLY ALG SD S LINE, 56.44 FT; TH SLY = WITH SD W LINE 56.32 FT; TH ELY = WITH SD S LINE 56.36 FT; TH NLY = WITH SD W LINE TO POB.
40-12-230-016	VI Mary	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT INTERSEC OF S LINE OF MARY ST WITH W LINE OF AVE A; TH SLY ALG SD W LINE 55.3 FT; TH WLY 55.2 FT; TH NLY 55.8 FT TO A PT ON S LINE OF MARY ST 56.2 FT WLY FROM POB; TH ELY TO BEG.
40-12-230-017	1531 Avenue A	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE A 55.3 FT SLY OF ITS INTERSEC WITH SLY LINE OF MARY ST; TH SLY ALG SD WLY LINE 30.5 FT; TH WLY 110.0 FT TO A PT 84.2 FT SLY OF SLY LINE OF MARY ST; TH N 27.85 FT TO A PT 111.7 FT WLY FROM BEG; TH ELY TO BEG.
40-12-230-018	VL Avenue A	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE A 85.8 FT SLY OF ITS INTERSEC WITH SLY LINE OF MARY ST; TH SLY ALG SD WLY LINE 34.2 FT; TH WLY 110.8 FT TO A PT 116.3 FT SLY OF SD SLY LINE; TH N 32.1 FT TO A PT 110 FT WLY FROM BEG; TH ELY TO BEG.
40-12-210-001	VL E Wood	Brownfield	GEO. LADUE'S ADDITION LOT 21.
40-12-256-009	VL Williams	5/50	McFARLAN & CO.'S DETROIT STREET ADDITION W 40 FT OF LOT 1, BLK 5.
40-12-256-010	VL Avenue B	5/50	McFARLAN & CO.'S DETROIT STREET ADDITION NORTH 60 FT OF E 92 FT OF LOT 1, BLK 5

40-12-256-011	1137 Avenue B	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION N 27-1/2 FT OF LOT 3 AND S 10 FT OF E 92 FT OF LOT 1, BLK 5
40-12-256-012	1133 Avenue B	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION S 37-1/2 FT OF LOT 3, BLK 5.
41-30-277-007	4401 Milton	5/50	DIXIELAND LOT 163.
41-30-276-018	4322 Milton	5/50	DIXIELAND LOTS 117 THRU 120 INCL.
41-30-226-013	VL Pengelly	5/50	DIXIELAND LOT 466.
41-30-226-014	3917 Pengelly	5/50	DIXIELAND LOT 464 AND 465.
41-30-226-015	VL Pengelly	Brownfield	DIXIELAND LOT 463.
41-30-226-017	VL Pengelly	Brownfield	DIXIELAND LOT 462.

THIRD AMENDMENT OPTION AGREEMENT

This Option Agreement Amendment is made and entered into on the Effective Date set forth on the signature page below, by and between the Genesee County Land Bank Authority and Norstar Development USA, L.P.


WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA, L.P. ("Buyer") entered into an Option Agreement on February 20, 2018 to purchase property described in Exhibit A of the Option Agreement and executed an amendment on March 14, 2019 and a second amendment on December 13, 2019.

WHEREAS Seller and Buyer desire to further amend the Option Agreement as set forth herein.

NOW, THEREFORE the parcels listed in Exhibit D will be assigned to Clark Commons II Limited Dividend Housing Association, LLC and the parcels listed in Exhibit E will be assigned to Clark Commons III Limited Dividend Housing Association, LLC.

THEREFORE, parcel 40-12-204-006, 40-12-204-007, 40-12-204-008, 40-12-204-015, 40-12-204-016, 40-12-204-017, 40-12-206-012, and 40-12-206-014 will be removed from the Option.

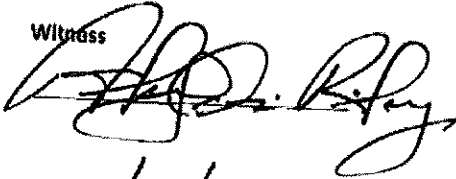
THEREFORE, the Purchase price for Clark Commons II Limited Dividend Housing Association, LLC will be Five Thousand Five Hundred Fifty Dollars (\$5,550). The deposit for the Option Agreement (\$1,500) and the considerations for the March 14, 2019 Amendment (\$1,500) will be credited towards phase II. The Purchase price for Clark Commons III Limited Dividend Housing Association, LLC will be Seventeen Thousand Two Hundred Fifty Dollars (\$17,250) with the consideration from the December 13, 2019 Second Amendment (\$1,500) and this Third Amendment (\$1,500) being credited towards phase III.

 NOW THEREFORE, the Option Agreement deadline to execute will be extended from November 30, 2020 to November 30, 2021 for the consideration of One Thousand Five-Hundred Dollars (\$1,500) paid by the Buyer to the Seller, receipt of which the Seller acknowledges.

All other provisions and conditions in the Option Agreement and first and second amendments remain in full force and effect and unchanged except as provided herein.

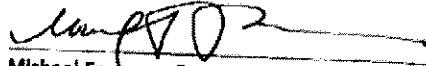
This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness



Date 8/24/20

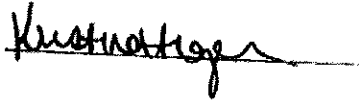
Seller



Michael Freeman, Executive Director
Genesee County Land Bank Authority

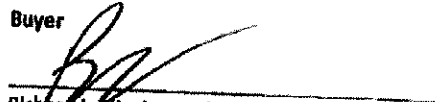
Date 8/24/20

Witness



Date 8/20/2020

Buyer



Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

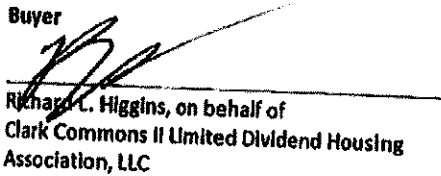
Date 8/20/2020

Witness



Date 8/20/2020

Buyer



Richard L. Higgins, on behalf of
Clark Commons II Limited Dividend Housing
Association, LLC

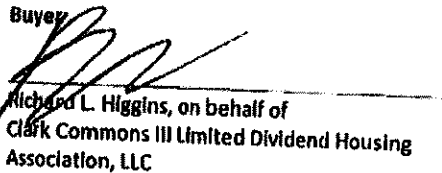
Date 8/20/2020

Witness



Date 8/20/2020

Buyer



Richard L. Higgins, on behalf of
Clark Commons III Limited Dividend Housing
Association, LLC

Date 8/20/2020

EXHIBIT D			
Assigned to Clark Commons II Limited Dividend Housing Association, LLC			
Parcel	Address	Tax Designation	Legal Description
40-12-210-001	VL E Wood	Brownfield	GEO. LADUE'S ADDITION LOT 21.
40-12-276-027	VL Avenue A	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOTS 7 AND 8 DESC AS BEG AT A PT ON W LINE OF AVE A 260 FT S OF S LINE OF WOOD ST; TH SLY ALG SD W LINE 50 FT; TH WLY = WITH SLY LINE OF LOTS 7 AND 8 TO ELY LINE OF GEO. LADUES ADDITION; TH NLY ALG SD ELY LINE 50 FT; TH ELY TO BEG.
40-12-276-056	1418 Avenue B	Brownfield	GEO. LADUE'S ADDITION LOTS 1 AND 2; ALSO PART OF LOT 3 DESC AS: NLY 11 FT OF WLY 67.6 FT OF N 16.4 FT OF ELY 71 FT COMB ON 10/15/2012 FROM 40-12-276-002, 40-12-276-001, 40-12-276-003, 40-12-276-004;
40-12-280-003	1138 Avenue B	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION S 1/2 OF THE W 1/2 OF LOT 2 AND N 9 FT OF LOT 4, BLK 6
40-12-280-004	458 Williams	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION W 40 FT OF E 1/2 OF LOT 2, BLK 6
40-12-280-008	VL Avenue B	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION S 21 FT OF LOT 4, BLK 6
40-12-276-055	1321 Avenue A	5/50	THE SUBDIVISION OF PART OF SEC 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER, PART OF LOTS 7 AND 8 DESC AS: BEG AT A PT IN SLY LINE OF SD LOT 8 AT ITS INTERSEC WITH WLY LINE OF AVENUE A, SD PT ALSO BEING THE NELY COR OF LOT 1, BLK 2 OF MCFARLAN & CO.'S DETROIT STREET ADDITION; TH WLY ALG SLY LINE OF SD LOTS TO ELY LINE OF GEO. LADUES ADDITION; TH NLY ALG SD ELY LINE, 55.5 FT; TH ELY = WITH SD SLY LINE TO SD WLY LINE; TH SLY TO POB; ALSO N 39.5 FT OF LOT 1, BLK 2 MCFARLAN AND CO.'S DETROIT STREET ADDITION COMB ON 12/16/2011 FROM 40-12-276-030, 40-12-276-049;
40-12-280-005	462 Williams	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION WEST 10 FT OF LOT 1 AND E 26 FT OF LOT 2, BLK 6.

EXHIBIT E			
Assigned to Clark Commons III Limited Dividend Housing Association, LLC			
Parcel	Address	Tax Designation	Legal Description
40-12-280-028	VL Avenue A	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 7, BLK 6
40-12-281-058	1022 Avenue A	Brownfield	MCFARLAN & CO.'S DETROIT STREET ADDITION S 23.33FT OF LOT 16 AND LOT 18, BLK 7 COMB ON 12/16/2011 FROM 40-12-281-013, 40-12-281-014;
40-12-206-004	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 493.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 42.5 FT; TH SLY AT RT ANGLES 70 FT; TH ELY = WITH SD SLY LINE 42.5 FT; TH NLY 70 FT TO P.O.B.
40-12-206-005	316 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 453.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 40 FT; TH SLY AT RT ANGLES 71 FT; TH ELY = WITH SD SLY LINE 40 FT; TH NLY 71 FT TO BEG.
40-12-206-006	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 428.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 25 FT; TH SLY = WITH SD WLY LINE 74 FT; TH ELY = WITH SD SLY LINE 25 FT; TH NLY = WITH SD WLY LINE 74 FT TO POB.
40-12-206-007	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 402.5 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 26 FT; TH SLY AT RT ANGLES 74 FT; TH ELY = WITH SD SLY LINE 26 FT; TH NLY TO BEG.

40-12-206-008	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 374 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 28.5 FT; TH SLY AT RT ANGLES TO SD SLY LINE 74.5 FT; TH ELY = WITH SD SLY LINE 28.5 FT; TH NLY TO BEG.
40-12-206-009	VL Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT IN S LINE OF MARY ST 349 FT W OF W LINE OF AVE B; TH SLY AT RT ANGLES 74.75 FT; TH WLY AT RT ANGLES 25 FT; TH NLY AT RT ANGLES 74.75 FT TO SD S LINE; TH ELY 25 FT TO POB.
40-12-206-010	328 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST 315 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 34 FT; TH SLY AT RT ANGLES 75 FT; TH ELY = WITH SD SLY LINE 34 FT; TH NLY 75 FT TO BEG.
40-12-206-011	332 Mary	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF MARY ST, 281 FT WLY FROM WLY LINE OF AVE B; TH WLY ALG SD SLY LINE 34 FT; TH SLY AT RT ANGLES 75 FT; TH ELY = WITH SD SLY LINE 34 FT; TH NLY 75 FT TO POB.
40-12-207-005	318 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS: BEG AT A PT ON NLY LINE OF WOOD ST, 247.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH NLY AT RT ANGLES TO SLY LINE OF CROSBY ST; TO SD SLY LINE; TH WLY ALG SD SLY LINE 41.5 FT; TH SLY AT RT ANGLES TO A PT ON SD NLY LINE; TH ELY ALG SD NLY LINE TO BEG; EXC SLY 124 FT.

40-12-207-006	VL Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST 213.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 37 FT; TH NLY 97 FT TO BEG.
40-12-207-007	326 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 176.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 37 FT; TH NLY 97 FT TO BEG.
40-12-207-008	330 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 139.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH WLY ALG SD SLY LINE 37 FT; TH SLY = WITH SD WLY LINE 97 FT; TH ELY = WITH SD SLY LINE 25 FT; TH NLY = WITH SD WLY LINE 17.75 FT; TH ELY = WITH SD SLY LINE 12 FT; TH NLY = WITH SD WLY LINE TO BEG.
40-12-207-009	VL Crosby		THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST 139.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH SLY = WITH SD WLY LINE 79.25 FT; TH ELY = WITH SD SLY LINE 45 FT; TH NLY = WITH SD WLY LINE 79.25 FT TO SD SLY LINE; TH WLY ALG SD SLY LINE 45 FT TO BEG.
40-12-207-010	336 Crosby	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 4 DESC AS BEG AT A PT ON SLY LINE OF CROSBY ST, 94.5 FT WLY FROM ITS INTERSEC WITH WLY LINE OF AVE C; TH SLY = WITH SD WLY LINE 79.25 FT; TH ELY = WITH SD SLY LINE 35 FT; TH NLY = WITH SD WLY LINE 79.25 FT TO SD SLY LINE; TH WLY ALG SD SLY LINE 35 FT TO BEG.

40-12-230-011	VL Avenue B	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS: BEG ON ELY LINE OF AVE B, 80 FT NLY OF N LINE OF WOOD ST; TH NLY ON SD ELY LINE 61 FT; TH ELY = WITH SD N LINE 72 FT; TH SLY = WITH SD ELY LINE 61 FT; TH WLY 72 FT TO BEG.
40-12-230-012	VLE Wood	5/50	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT INTERSEC OF ELY LINE OF AVE B WITH NLY LINE OF WOOD ST; TH ELY ALG SD NLY LINE 36 FT; TH NLY = WITH SD ELY LINE 80 FT; TH WLY = WITH SD NLY LINE 36 FT TO ELY LINE OF AVE B; TH SLY TO BEG.
40-12-230-015	VL Mary	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT IN S LINE OF MARY ST, 56.21 FT WLY OF INTERSEC OF WLY LINE OF AVE A; TH WLY ALG SD S LINE, 56.44 FT; TH SLY = WITH SD W LINE 56.32 FT; TH ELY = WITH SD S LINE 56.36 FT; TH NLY = WITH SD W LINE TO POB.
40-12-230-016	VI Mary	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT INTERSEC OF S LINE OF MARY ST WITH W LINE OF AVE A; TH SLY ALG SD W LINE 55.3 FT; TH WLY 55.2 FT; TH NLY 55.8 FT TO A PT ON S LINE OF MARY ST 56.2 FT WLY FROM POB; TH ELY TO BEG.
40-12-230-017	1531 Avenue A	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE A 55.3 FT SLY OF ITS INTERSEC WITH SLY LINE OF MARY ST; TH SLY ALG SD WLY LINE 30.5 FT; TH WLY 110.0 FT TO A PT 84.2 FT SLY OF SLY LINE OF MARY ST; TH N 27.85 FT TO A PT 111.7 FT WLY FROM BEG; TH ELY TO BEG.

40-12-230-018	VL Avenue A	Brownfield	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE A 85.8 FT SLY OF ITS INTERSEC WITH SLY LINE OF MARY ST; TH SLY ALG SD WLY LINE 34.2 FT; TH WLY 110.8 FT TO A PT 116.3 FT SLY OF SD SLY LINE; TH N 32.1 FT TO A PT 110 FT WLY FROM BEG; TH ELY TO BEG.
40-12-256-009	VL Williams	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION W 40 FT OF LOT 1, BLK 5.
40-12-256-010	VL Avenue B	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION NORTH 60 FT OF E 92 FT OF LOT 1, BLK 5
40-12-256-011	1137 Avenue B	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION N 27-1/2 FT OF LOT 3 AND S 10 FT OF E 92 FT OF LOT 1, BLK 5
40-12-256-012	1133 Avenue B	5/50	MCFARLAN & CO.'S DETROIT STREET ADDITION S 37-1/2 FT OF LOT 3, BLK 5.
41-30-277-007	4401 Milton	5/50	DIXIELAND LOT 163.
41-30-276-018	4322 Milton	5/50	DIXIELAND LOTS 117 THRU 120 INCL.
41-30-226-013	VL Pengelly	5/50	DIXIELAND LOT 465.
41-30-226-014	3917 Pengelly	5/50	DIXIELAND LOT 464 AND 465.
41-30-226-015	VL Pengelly	Brownfield	DIXIELAND LOT 463.
41-30-226-017	VL Pengelly	Brownfield	DIXIELAND LOT 462.

OPTION AGREEMENT

Genesee County Land Bank Authority, of Flint, Michigan, 452 S. Saginaw St. 2nd Floor, Flint, MI 48502, (the "Seller"), and Norstar Development USA L.P., 733 Broadway, Albany, NY 12207 (the "Buyer") enter into this Option Agreement (the "Option") subject to the following conditions:

1. Grant of the Option. In consideration of Two Thousand two-hundred forty (\$2,240.00) Dollars paid by the Buyer to the Seller, receipt of which the Seller acknowledges, the Seller grants the Buyer an exclusive option to purchase, upon the terms and conditions hereinafter set forth, the real property described in the attached Exhibit A, (collectively the "Property", which consists of several individual parcels), with all easements, rights, and appurtenances. The option price is non-refundable. The Option may be exercised by the Buyer at any time prior to 4:00p.m. on March 30, 2020. During the term of this Option, the Buyer may undertake any inspections, testing and other due diligence activities upon written notice to the Seller. The purchase Option may at the sole discretion of the Land Bank and, in whole or in part, be extended for up to two Twelve (12) Month periods for an additional, non-refundable \$2,240 per extension by giving a written request at least thirty (30) days prior to the expiration of the Option to the Land Bank that contains the following: (1) necessity of the extension (2) documentation that progress has been made towards securing funding including applications for state and federal subsidy, market studies demonstrating feasibility and related development information, (3) a letter of support from the Mayor of the City of Flint, and (4) documentation that the planned development is consistent with the use approved by the Land Bank's Board of Directors.

The Buyer and Seller also understand that the parcels listed in Exhibit B were assisted using grant funding from the Michigan State Housing Development Authority (MSHDA) under the federal Neighborhood Stabilization Program or Help for the Hardest Hit programs, and this agreement is conditioned upon release from those programs and/or any restrictions as may be required to satisfy any conditions under those programs.

2. Purchase price. If exercised within the first year, the total purchase price for the parcels under this Option is set at Twenty Two Thousand Four Hundred Dollars (\$22,400). If exercised after March 30, 2020, the price will be set at fair market value, as determined by a real estate broker or appraiser to be obtained by the Land Bank. The price is exclusive of all fees and taxes due and payable for each of the properties as stated on Exhibit A. The balance of the purchase price and fees shall be paid in full at the closing with certified funds. The consideration for this Option shall be credited to the purchase price for the properties at the closing if the Buyer exercises the option.
3. Exercise of the Option. The Buyer may exercise this Option by giving written notice signed by the Buyer to the Seller at its address stated above, including any written documentation associated with any contingencies outlined in Section 1 as well as, (1) Site Plan Approval from the City of Flint, (2) letters of commitment for development financing, and (3) a letter of support from the City of Flint Planning Department, and (4) Final approval by the Land Bank of all

documentation as required in the GCLBA's policies and procedures. The notice must be in writing signed by the Buyer and received by the Seller before this Option expires. It is understood by all parties that all parcels on Exhibit A may not be approved for closing at the same time. As such the Buyer may exercise its option on some or all of the parcels throughout the term of the agreement. The terms and conditions outlined in this Option will remain in full effect for any parcels not purchased until the expiration of the Option.

4. Failure to exercise the Option. If the Buyer fails to properly exercise this Option before this agreement expires, this Option shall terminate and the Seller may retain Two Thousand Two Hundred Forty (\$2,240.00) Dollars consideration and shall have no further obligation to the Buyer.

5. Closing. The land bank or its agent will prepare closing documents no later than 10 business days after receiving written notification from the Buyer that the Option is being exercised. This sale shall be closed within 10 days after all the closing documents are prepared but no later than 30 days after the Seller receives the notice that the Commitment of Title Insurance has been issued. The cost of Title Insurance will be the responsibility of the Buyer.

6. The closing and preparations for the closing. If the Buyer exercises the Option, the following obligations shall be performed by the closing:

a. The Seller shall prepare the necessary conveyance documents to transfer its title to the Buyer and forward them to the Buyer for the Buyer's review before the scheduled date of the closing.

b. The closing shall be held at the Seller's offices as stated in this Option agreement unless the parties mutually agree on some other location.

c. All real estate taxes owing if any on the Property shall be prorated between the Buyer and the Seller according to the calendar year, under the assumption that taxes are collected in arrears to cover the calendar year in which they become due and payable. For any outstanding assessments on the Property that are paid in annual installments, the annual installment for the year in which the closing is held shall be prorated between the parties, and all successive installments shall be paid by the Buyer.

7. Maintenance. The Buyer agrees that the Property must be maintained in the following manner by the buyer or their designee:

a. The Buyer's obligations are as follows:

i. Take action to insure that nothing is done which might place Seller in violation of applicable building, housing, zoning, and health codes and regulations.

ii. Keep the Property clean and sanitary, removing garbage and trash as it accumulates, and the lawn maintained.

iii. Operate all equipment in a reasonable, safe manner as defined under state and local laws and ordinances.

b. The Buyer is permitted to make improvements to the Property relating to lawn maintenance, gardening or landscaping.

c. Any other improvement to the Property, or removal of Seller's property, including trees, or alterations shall not be made without the prior consent of the Seller.

d. The Seller makes no representation or warranty about the content or condition of the Property or its fitness for any particular use.

e. Seller has the right of emergency access to the Property at any time.

f. Buyer agrees to accept the Property in its current condition, clean and maintain the Property during the term of this Option.

If maintenance terms are not followed, the Seller may upon written notification cancel this option and retain the \$2,240 deposit to offset maintenance costs.

8. Release of Liability. The Buyer agrees to indemnify and hold harmless the Seller, Genesee County, and the their respective Board of Commissioners and Board of Directors, their administrators, agents, and employees from any and all liability for property damage and/or bodily injury to anyone or anything that arises from or is caused by actions or omissions taken in furtherance of the execution of the execution of this Option. The Buyer understands that the property may be in poor condition and presents potential hazards and assumes all risks.

9. Environmental Review. Notwithstanding any other provision of this contract, Buyer shall have no obligation to purchase the Property and no transfer of title to the Purchaser may occur, unless written notification has been provided to all parties by the Responsible Entity, as defined by the federal program, showing that: (1) it has completed a federal required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed or (b) the purchaser may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has been determined by the Responsible Entity that the purchase is exempt from federal environmental review and a request for release of funds is not required.

10. Binding effect. This agreement shall bind and benefit the parties' successors and assigns. The Buyer may assign its interest under this agreement only with written consent from the Seller.

11. Construction and venue. This agreement shall be governed by Michigan laws. Any disputes shall be brought in the Courts of Genesee County.

12. Entire agreement. This agreement contains the entire agreement of the parties with respect to the transaction described in this agreement, and this agreement may not be amended or released, in whole or in part, except by a document signed by the parties.

13. Effective date. The effective date of this agreement, i.e., the date on which the timing provisions and contingencies of this agreement begin (the Effective Date), will be the date on which the last person to sign this document will have signed the document. If the parties fail to insert the date they signed this agreement beneath their signatures below, the Effective Date will be the date on which Buyer received a fully executed copy of this document.

Witness

Seller

Dawn Everett

Michelle M. Wildman

Michelle M. Wildman, Executive Director
Genesee County Land Bank Authority

4.4.19
Date

04/04/2019
Date

Witness

Richard Higgins

Buyer

[Signature]

Richard L. Higgins, President
Norstar Development USA, L.P.

4/3/2019
Date

4/3/2019
Date

Exhibit A
Please see Attached

Exhibit B

40-12-230-035	463 E Wood St
40-12-276-060	1318 Avenue B
40-12-276-029	1325 Avenue A
40-12-280-026	1125 Avenue A
40-12-280-027	VL Avenue A
40-12-281-063	VL Avenue A
40-12-210-078	1407 Avenue B
40-12-427-032	524 Louisa St
40-12-427-019	913 Root St
40-12-276-041	VL Avenue B

Attachment A

	address	legal	Tax Roll
Block C			
40-12-230-035	463 E Woods St, Flint MI 48503	THE SUBDIVISION OF PART OF SEC 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER, PART OF LOT 3 DESC AS: BEG AT INTERSEC OF W LINE OF AVENUE A WITH N LINE OF WOOD ST; TH NLY ALG SD W LINE 126.8FT; TH WLY, 85.05FT; TH SLY 126.8FT TO A PT ON N LINE OF WOOD ST; TH ELY 85.05FT TO POB COMB ON 01/30/2012 FROM PT40-12-230-024, PT40-12-230-025, 40-12-230-027, 40-12-230-026;	5/50
Block E			
40-12-276-060	1318 Avenue B, Flint MI 48503	GEO. LADUE'S ADDITION LOT 8 EXC N 20 FT AND LOT 9 COMB ON 10/16/2012 FROM 40-12-276-011, 40-12-276-012;	5/50
40-12-276-029	1325 Avenue A, Flint MI 48503	THE SUBDIVISION OF PART OF SEC 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOTS 7 AND 8 DESC AS BEG AT A PT ON WLY LINE OF AVE A 55.68 FT NLY FROM NE COR OF LOT 1, BLK 2 MCFARLAN & CO.'S DETROIT STREET ADDITION; TH NLY ALG WLY LINE OF AVE A, 55.68 FT; TH WLY = WITH NLY LINE OF SD LOT 1 TO E LINE OF GEO. LADUES ADDITION; TH SLY AT RT ANGLES, 54.68 FT; TH ELY = WITH SD NLY LINE TO POB MCFARLAN & CO.'S DETROIT STREET ADDITION 5 15 FT OF LOT 1 AND N 19 FT OF LOT 3, BLK 2.	5/50
40-12-276-033	VL Avenue A, Flint MI 48503		5/50

40-12-276-034	1309 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION N 37 FT OF S 41 FT OF LOT 3, BLOCK 2.	5/50
40-12-276-048	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 1/2 FT OF N 45 FT OF LOT 1, BLK 2	5/50
<i>Block F</i>			
40-12-280-026	1125 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION N 63 FT OF LOT 5, BLK 6.	5/50
40-12-280-027	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION SOUTH 2 FT OF LOT 5, BLK 6.	5/50
<i>Block G</i>			
40-12-281-063	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 12 AND N 19.5 FT OF LOT 14, BLK 7 COMB ON 01/30/2012 FROM 40-12-281-007, 40-12-281-008, PT40-12-281-009; SPLIT ON 10/17/2012 FROM PT40-12-281-061;	5/50
<i>Block M</i>			
40-12-206-047	1529 Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 100 FT SLY FROM SLY LINE OF MARY ST; TH WLY = WITH SD SLY LINE 165 FT; TH SLY = WITH SD WLY LINE 55 FT; TH ELY = WITH SD SLY LINE 165 FT TO SD WLY LINE; TH NLY 55 FT TO POB; EXC W 60 FT.	Brownfield

40-12-206-048	VL Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 220 FT NLY FROM NLY LINE OF WOOD ST; TH NLY ALG SD WLY LINE TO A PT 155 FT SLY FROM SLY LINE OF MARY ST; TH WLY = WITH SD SLY LINE TO A PT HALF WAY BET WLY LINE OF AVE B AND ELY LINE OF AVE C; TH SLY = WITH SD WLY LINE TO A PT 220 FT NLY FROM SD NLY LINE; TH ELY TO POB.	Brownfield
40-12-206-049 Block O	1519 Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 192.5 FT NLY FROM NLY LINE OF WOOD ST; TH WLY = WITH SD NLY LINE TO A PT MIDWAY BET WLY LINE OF AVE B AND ELY LINE OF AVE C; TH NLY = WITH SD WLY LINE 27.5 FT; TH ELY = WITH SD NLY LINE TO SD WLY LINE; TH SLY ALG SD WLY LINE 27.5 FT TO BEG.	5/50
40-12-210-078 Block Q	1407 Avenue B, Flint MI 48503	GEO. LADUE'S ADDITION LOTS 14 AND 15 COMB ON 12/19/2011 FROM PT40-12-210-025, 40-12-210-026; COMB ON 10/13/2012 FROM PT40-12-210-068, 40-12-210-027;	5/50
40-12-427-015	520 Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION E 38 FT OF LOT 13.	Brownfield
40-12-427-032	524 Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION. LOT 14	5/50
40-12-427-017	VL Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION LOT 15.	Brownfield
40-12-427-018	VL Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION N 1/2 OF LOT 16.	5/50

40-12-427-019 <i>Block R</i>	913 Root St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION S 1/2 OF LOT 16 AND N 5 FT OF LOT 17	5/50
40-12-276-020	1212 Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 10 EXC N 50 FT AND N 1/2 OF LOT 12 BLK 2.	5/50
40-12-276-021	1208 Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 1/2 OF LOT 12, BLK 2.	Brownfield
40-12-276-041	VL Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION WEST 44 FT OF LOT 14, BLK 2	Brownfield
40-12-276-042	457 Williams St, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 14 EXC E 44 FT AND EXC W 44 FT, BLK 2	Brownfield
40-12-276-043 <i>Block S</i>	461 Williams St, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION E 44 FT OF LOT 14, BLK 2	Brownfield
40-12-277-008	VL Avenue A, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. SLY 31 FT OF THE FOIL: BEG AT NW COR OF BLK 1 MCFARLAN & CO.'S DETROIT STREET ADDITION; TH E ALG NLY LINE OF SD BLK, 132 FT; TH N = WITH WLY LINE OF ROOT ST, 90.25 FT; TH W = WITH FIRST LINE TO ELY LINE OF AVENUE A; TH SLY ALG SD ELY LINE TO BEG; BEING PART OF LOT 8.	5/50
40-12-277-009	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOTS 1 AND A, BLK 1.	5/50
40-12-277-010	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOTS 2 AND B EXC. S 20 FT, BLK 1.	5/50
40-12-277-011	1306 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 20 FT OF LOTS 2 AND B AND N 20 FT OF LOTS 3 AND C, BLK 1.	5/50
40-12-277-012 <i>Block U</i>	1302 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 40 FT OF LOTS 3 AND C, BLK 1.	5/50

40-12-234-019	1427 Root St, Flint MI 48503	THE SUBDIVISION OF PART OF SEC 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE AT FLINT RIVER PART OF LOT 8 DESC AS FOLLS: BEG AT SW COR OF WOOD AND ROOT STS; TH WLY ALG S LINE OF WOOD ST 98 FT; TH SLY = TO W LINE OF ROOT ST 66 FT; TH ELY = TO SD S LINE 23 FT; TH NLY = TO SD W LINE 30 FT; TH ELY = TO SD S LINE 75 FT TO SD W LINE; TH NLY 36 FT TO BEG COMBINED ON 01/03/2018 FROM 40-12-234-012, 40-12-234-011;	5/50
Block P			
40-12-256-016	VL Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION E 52 FT OF N 44 FT OF LOT 10, BLK 5.	5/50
40-12-256-017	1110 M L King Ave, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION SOUTH 21 FT OF LOT 10 AND N 12 FT OF LOT 11, BLK 5.	5/50
40-12-256-008	1114 M L King Ave, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION NORTH 44 FT OF LOT 10 EXC E 52 FT, BLK 5	5/50
40-12-256-007	VL M L King Ave, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 9 EXC E 65 FT, BLK 5.	5/50
40-12-256-005	VL M L King Ave, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 7 EXC E 104 FT, AND LOT 8 LYING S OF LINE BET NE COR OF LOT 8 AND A PT ON E LINE OF DETROIT ST, 39 FT NWLY FROM SW COR OF LOT 8, BLK 5.	5/50
Block I			

40-12-236-004	VL Chippewa St, Flint MI 48503	<p>THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER PART OF LOT 9 DESC AS; BEG AT A PT IN E LINE OF CHIPPEWA ST, 132 FT SLY FROM S LINE OF WOOD ST; TH NLY ALONG SD E LINE 42 FT; TH ELY PARL WITH SD S LINE 66 FT; TH SLY PARL WITH SD E LINE 10 FT; TH ELY PARL WITH SD S LINE 15 FT; TH SLY PARL WITH SD E LINE 32.15 FT; TH WLY 81 FT TO POB.</p>	5/50
---------------	--------------------------------	--	------

AMENDMENT TO OPTION AGREEMENT

This Option Agreement Amendment is made and entered into effective April ____, 2020 by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on April 4, 2019 to purchase property described in Exhibit A of the Option Agreement.

WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW, THEREFORE the parcels listed in Exhibit B will be assigned to Clark Commons II Limited Dividend Housing Association, LLC and the parcels listed in Exhibit C will be assigned to Clark Commons III Limited Dividend Housing Association, LLC.

THEREFORE, parcel 40-12-230-035, 40-12-276-060, 40-12-281-063, 40-12-234-019, 40-12-256-016, 40-12-256-017, 40-12-256-008, 40-12-256-007, and 40-12-256-005 will be removed from the Option.

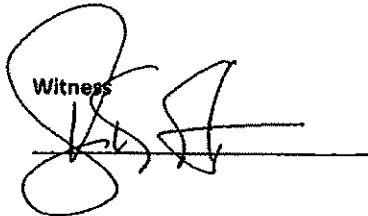
THEREFORE, parcel 40-12-236-003, 40-12-236-002, 40-12-230-013, 40-12-427-001, 40-12-427-002, 40-12-427-003, and 40-12-427-013 more thoroughly described in Exhibit C, will be added to the Option.

THEREFORE, the Purchase price for Clark Commons II Limited Dividend Housing Association, LLC will be Five Thousand Four Hundred Fifty Dollars (\$5,450). The deposit for the Option Agreement (\$2,240) will be credited towards phase II. The Purchase price for Clark Commons III Limited Dividend Housing Association, LLC will be Fourteen Thousand Dollars (\$14,000) with the consideration from this Amendment (\$2,240) being credited towards phase III.

THEREFORE, the Option Agreement deadline to execute will be extended from March 30, 2020 to March 30, 2021 for the consideration of Two Thousand Two Hundred Forty Dollars (\$2,240) paid by the Buyer to the Seller, receipt of which the Seller acknowledges.

All other provisions and conditions in the Option Agreement and first amendment remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness


Date 4.7.20

Seller


Dawn Everett, Sales and Development Manager
Genesee County Land Bank Authority

Date 04-07-2020

Witness

[Signature]

Date 4/6/20

Witness

[Signature]

Date 4/6/20

Witness

[Signature]

Date 4/6/20

Buyer

[Signature]

Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

Date 4/6/20

Buyer

[Signature]

Richard L. Higgins, on behalf of
Clark Commons II Limited Dividend Housing
Association, LLC

Date 4/6/20

Buyer

[Signature]

Richard L. Higgins, on behalf of
Clark Commons III Limited Dividend Housing
Association, LLC

Date 4/6/20

Exhibit B
Assigned to Clark Commons II LDHA, LLC

Parcel	Address	legal description	tax designation
40-12-276-029	1325 Avenue A, Flint MI 48503	THE SUBDIVISION OF PART OF SEC 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER, PART OF LOTS 7 AND 8 DESC AS BEG AT A PT ON WLY LINE OF AVE A 55.68 FT NLY FROM NE COR OF LOT 1, BLK 2 MCFARLAN & CO'S DETROIT STREET ADDITION; TH NLY ALG WLY LINE OF AVE A, 55.68 FT; TH WLY = WITH NLY LINE OF SD LOT 1 TO E LINE OF GEO. LADUES ADDITION; TH SLY AT RT ANGLES, 54.68 FT; TH ELY = WITH SD NLY LINE TO POB	5/50
40-12-276-033	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 15 FT OF LOT 1 AND N 19 FT OF LOT 3, BLK 2.	5/50
40-12-276-034	1309 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION N 37 FT OF S 41 FT OF LOT 3, BLOCK 2.	5/50
40-12-276-048	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 5 1/2 FT OF N 45 FT OF LOT 1, BLK 2	5/50
40-12-210-078	1407 Avenue B, Flint MI 48503	GEO. LADUE'S ADDITION LOTS 14 AND 15 COMB ON 12/19/2011 FROM PT40-12-210-025, 40-12-210-026; COMB ON 10/13/2012 FROM PT40-12-210-068, 40-12-210-027;	5/50
40-12-276-020	1212 Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 10 EXC N 50 FT AND N 1/2 OF LOT 12 BLK 2.	Brownfield
40-12-276-021	1208 Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 1/2 OF LOT 12, BLK 2.	Brownfield
40-12-276-041	VL Avenue B, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION WEST 44 FT OF LOT 14, BLK 2	Brownfield
40-12-276-042	457 Williams St, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOT 14 EXC E 44 FT AND EXC W 44 FT, BLK 2	Brownfield
40-12-276-043	461 Williams St, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION E 44 FT OF LOT 14, BLK 2	Brownfield

Exhibit C
Assigned to Clark Commons III LDHA, LLC

40-12-236-004	VL Chippewa St, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER PART OF LOT 9 DESC AS; BEG AT A PT IN E LINE OF CHIPPEWA ST, 132 FT SLY FROM S LINE OF WOOD ST; TH NLY ALONG SD E LINE 42 FT; TH ELY PARL WITH SD S LINE 66 FT; TH SLY PARL WITH SD E LINE 10 FT; TH ELY PARL WITH SD S LINE 15 FT; TH SLY PARL WITH SD E LINE 32.15 FT; TH WLY 81 FT TO POB.	5/50
40-12-230-013	VL E Wood	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJ THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER PART OF LOT 3 DESC AS BEG AT A PT ON NLY LINE OF WOOD ST, 36 FT ELY OF ELY LINE OF AVE B; TH NLY = WITH SD ELY LINE 80 FT; TH ELY = WITH SD NLY LINE 36 FT; TH SLY = WITH SD ELY LINE 80 FT TO SD NLY LINE; TH WLY TO POB	5/50
40-12-236-002	VL E Wood	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER, PART OF LOT 9 DESC AS; BEG AT INTERSEC OF SLY LINE OF WOOD ST WITH ELY LINE OF CHIPPEWA ST; TH SLY ALG ELY LINE OF CHIPPEWA ST, 58 FT; TH ELY = WITH WOOD ST 66 FT; TH NLY = WITH CHIPPEWA ST 58 FT TO SLY LINE OF WOOD ST; TH WLY 66 FT TO BEG.	5/50
40-12-236-003	VL Chippewa	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER, PART OF LOT 9, BEG AT A PT IN E LINE OF CHIPPEWA ST 58 FT SLY FROM S LINE OF WOOD ST; TH SLY ALG SD E LINE 32 FT; TH ELY = WITH SD S LINE 66 FT; TH NLY = WITH SD E LINE 32 FT; TH WLY TO BEG.	5/50

40-12-280-026	1125 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION N 63 FT OF LOT 5, BLK 6.	5/50
40-12-280-027	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION SOUTH 2 FT OF LOT 5, BLK 6.	5/50
40-12-206-047	1529 Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 100 FT SLY FROM SLY LINE OF MARY ST; TH WLY = WITH SD SLY LINE 165 FT; TH SLY = WITH SD WLY LINE 55 FT; TH ELY = WITH SD SLY LINE 165 FT TO SD WLY LINE; TH NLY 55 FT TO POB; EXC W 60 FT.	Brownfield
40-12-206-048	VL Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 220 FT NLY FROM NLY LINE OF WOOD ST; TH NLY ALG SD WLY LINE TO A PT 155 FT SLY FROM SLY LINE OF MARY ST; TH WLY = WITH SD SLY LINE TO A PT HALF WAY BET WLY LINE OF AVE B AND ELY LINE OF AVE C; TH SLY = WITH SD WLY LINE TO A PT 220 FT NLY FROM SD NLY LINE; TH ELY TO POB.	Brownfield
40-12-206-049	1519 Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT ON WLY LINE OF AVE B 192.5 FT NLY FROM NLY LINE OF WOOD ST; TH WLY = WITH SD NLY LINE TO A PT MIDWAY BET WLY LINE OF AVE B AND ELY LINE OF AVE C; TH NLY = WITH SD WLY LINE 27.5 FT; TH ELY = WITH SD NLY LINE TO SD WLY LINE; TH SLY ALG SD WLY LINE 27.5 FT TO BEG.	Brownfield
40-12-427-015	520 Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION E 38 FT OF LOT 13.	Brownfield
40-12-427-032	524 Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION. LOT 14	Brownfield
40-12-427-017	VL Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION LOT 15.	Brownfield

40-12-427-018	VL Louisa St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION N 1/2 OF LOT 16.	Brownfield
40-12-427-019	913 Root St, Flint MI 48503	HAMILTON HOMESTEAD ADDITION S 1/2 OF LOT 16 AND N 5 FT OF LOT 17	Brownfield
40-12-277-008	VL Avenue A, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER, SLY 31 FT OF THE FOLL: BEG AT NW COR OF BLK 1 MCFARLAN & CO.'S DETROIT STREET ADDITION; TH E ALG NLY LINE OF SD BLK, 132 FT; TH N = WITH WLY LINE OF ROOT ST, 90.25 FT; TH W = WITH FIRST LINE TO ELY LINE OF AVENUE A; TH SLY ALG SD ELY LINE TO BEG; BEING PART OF LOT 8.	5/50
40-12-277-009	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOTS 1 AND A, BLK 1.	5/50
40-12-277-010	VL Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION LOTS 2 AND B EXC. S 20 FT, BLK 1.	5/50
40-12-277-011	1306 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 20 FT OF LOTS 2 AND B AND N 20 FT OF LOTS 3 AND C, BLK 1.	5/50
40-12-277-012	1302 Avenue A, Flint MI 48503	MCFARLAN & CO.'S DETROIT STREET ADDITION S 40 FT OF LOTS 3 AND C, BLK 1.	5/50

40-12-427-001	VL Louisa St, Flint MI 48503	<p>PART OF LOT 18 OF THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER: BEG AT NWLY COR OF LOT 12 OF HAMILTON HOMESTEAD ADDITION; TH SELY ALG SWLY LINE OF SD LOT 66 FT; TH WLY 132 FT TO NWLY COR OF LOT 11 OF SD ADDITION; TH NWLY ALG NELY LINE OF DETROIT ST. 66 FT TO SLY LINE OF LOUISA ST; TH ELY ALG SD SLY LINE 132 FT TO BEG; EXC BEG AT A PT ON NWLY LINE OF SD LOT 11, 72 FT ELY FROM NWLY COR OF SD LOT; TH ELY ALG SD NWLY LINE AND ITS ELY EXT. 60 FT TO SWLY LINE OF SD LOT 12; TH NWLY ALG SD SWLY LINE 30.83 FT; TH SELY ON A DEFL ANG TO THE LEFT OF 165 DEG 17' 26 SEC, A DIST OF 18.17 FT; TH SWLY 50 FT TO POB; ALSO A CONTIG PART OF LOT 12 OF SD ADDITION: BEG AT NWLY COR OF SD LOT; TH SELY ALG SWLY LINE OF SD LOT 35.17 FT; TH NWLY TO A PT ON NWLY LINE OF SD LOT, 9 FT ELY FROM BEG; TH WLY ALG SD NWLY LINE 9 FT TO BEG; ALSO PART OF LOT 11 OF SD ADDITION: BEG AT NWLY COR OF SD LOT; TH SELY ALG NELY LINE OF DETROIT ST., 15 FT; TH NELY TO A PT ON NWLY LINE OF SD LOT, 72 FT ELY FROM BEG; TH WLY ALG SD NWLY LINE 72 FT TO BEG</p>	Brownfield
---------------	------------------------------	---	------------

40-12-427-002	916 M L King Ave, Flint MI 48503	HAMILTON HOMESTEAD ADDITION. LOT 11 EXC A WEDGE SHAPE PIECE OF LAND COM AT A PT ON THE E LINE OF DETROIT ST, 15 FT SLY FROM THE INT OF THE E LINE OF DETROIT ST WITH THE N LINE OF SD LOT; TH NLY ALG THE E LINE OF DETROIT ST, TO SD INT; TH ELY ALG THE N LINE OF SD LOT, 72 FT; TH WLY TO POB, ALSO A PAR OF LAND DESC AS FOLLS; COM AT A PT ON THE N LINE OF LOT 11, 72 FT E OF THE E LINE OF DETROIT ST; TH ELY ALG THE N LINE OF LOT 11, 52 FT; TH NLY ALG A LINE INT N LINE OF LOT 12, 10 FT E OF ITS NW COR, 10 FT; TH WLY IN A DIRECT LINE, 50 FT TO POB.	Brownfield
40-12-427-003	912 M L King Ave, Flint MI 48503	HAMILTON HOMESTEAD ADDITION LOT 10.	Brownfield
40-12-427-013	VL Louise St, Flint MI 48503	LOT 13 OF HAMILTON HOMESTEAD ADDITION EXC ELY 38 FT; ALSO LOT 12 EXC: BEG AT NWLY COR OF SD LOT; TH SELY ALG SWLY LINE OF SD LOT 35.17 FT; TH NLY TO A PT ON NLY LINE OF SD LOT, 9 FT ELY FROM BEG; TH WLY ALG SD NLY LINE 9 FT TO BEG; ALSO A CONTIG PART OF LOT 18 OF THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SOCALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. BEG AT A PT ON NLY LINE OF LOT 11 OF SD ADDITION 124 FT ELY FROM NWLY COR OF SD LOT; TH ELY ALG SD NLY LINE AND ITS ELY EXT., 8 FT TO SWLY LINE OF LOT 12 OF SD ADDITION; TH NWLY ALG SD SWLY LINE 30.83 FT; TH SELY ON A DEFL ANG TO THE LEFT OF 165 DEG 17' 26 SEC A DIST OF 28.17 FT TO BEG.	Brownfield

SECOND AMENDMENT TO OPTION AGREEMENT

This Option Agreement Amendment is made and entered into effective May __, 2020 by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on April 4, 2019 to purchase property described in Exhibit A of the Option Agreement and executed an amendment on April 7, 2020.

WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW, THEREFORE parcel 40-12-236-005, more thoroughly describe in Exhibit D, will be added to the option and assigned to Clark Commons III Limited Dividend Housing Association, LLC.

THEREFORE, the Purchase price for Clark Commons III Limited Dividend Housing Association, LLC will be Fifteen Thousand Nine Hundred Forty Five Dollars (\$15,945).

All other provisions and conditions in the Option Agreement and first amendment remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness

Renee A. [Signature]

Date 5-29-2020

Seller

Dawn W. Everett
Dawn Everett, Sales and Development Manager
Genesee County Land Bank Authority

Date 5-29-2020

Witness

[Signature]

Date 5/19/20

Buyer

[Signature]
Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

Date 5/19/20

Witness



Buyer



Richard L. Higgins, on behalf of
Clark Commons III Limited Dividend Housing
Association, LLC

Date 5/19/20

Date 5/19/20

Exhibit D

1425 N Saginaw St
Flint MI, 48503

PID 40-12-236-005 (5/50)

Legal Description

THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER PART OF LOT 9 DESC AS; BEG AT INTERSEC OF SLY LINE OF WOOD ST AND WLY LINE OF SAGINAW ST; TH SLY ALONG WLY LINE OF SAGINAW ST, 66 FT; TH WLY PARL WITH SLY LINE OF WOOD ST, 132.15 FT; TH SLY PARL WITH WLY LINE OF SAGINAW ST, 66.08 FT; TH WLY PARL WITH SLY LINE OF WOOD ST, 51 FT; TH NLY PARL WITH WLY LINE OF SAGINAW ST, 32.12 FT; TH WLY PARL WITH SLY LINE OF WOOD ST, 15.25 FT; TH NLY PARL WITH WLY LINE OF SAGINAW ST, 100.23 FT TO SLY LINE OF WOOD ST; TH ELY ALONG SLY LINE OF WOOD ST, 198.2 FT TO POB.

THIRD AMENDMENT TO OPTION AGREEMENT

This Option Agreement Amendment is made and entered into on the Effective Date set forth on the signature page below, by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on April 4, 2019 to purchase property described in Exhibit A of the Option Agreement and executed an amendment on April 7, 2020 and another on May 29, 2020.

WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

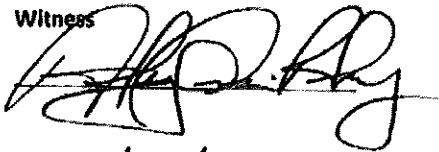
NOW, THEREFORE parcel 40-12-230-001, 40-12-230-002, and 40-12-230-029, more thoroughly describe in Exhibit D, will be added to the option and assigned to Clark Commons III Limited Dividend Housing Association, LLC.

THEREFORE, the Purchase price for Clark Commons III Limited Dividend Housing Association, LLC will be Seventeen Thousand Two Hundred Ninety Five Dollars (\$16,495).

All other provisions and conditions in the Option Agreement and first amendment remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness



Date 8/26/20

Seller


Michael Freeman, Executive Director
Genesee County Land Bank Authority

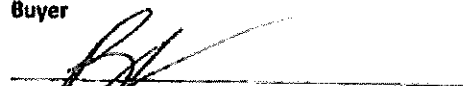
Date 8/26/20

Witness



Date 8/26/2020

Buyer


Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

Date 8/25/2020

Witness

Christina Higgins

Buyer

Richard L. Higgins
Richard L. Higgins, on behalf of
Clark Commons III Limited Dividend Housing
Association, LLC

Date 8/20/2020

Date 8/20/2020

Exhibit D

40-12-230-001	1536 Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER PART OF LOT 3 DESC AS BEG AT INTERSEC OF SLY LINE OF MARY ST AND ELY LINE OF AVE B; TH ELY ON SD SLY LINE 70 FT; TH SLY = WITH SD ELY LINE 50 FT; TH WLY = WITH SD SLY LINE 70 FT TO SD ELY LINE; TH NLY 50 FT TO BEG	Brownfield
40-12-230-002	VL Mary St, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS BEG AT A PT IN SLY LINE OF MARY ST, 112.65 FT WLY FROM WLY LINE OF AVE A; TH WLY ALG SD SLY LINE TO A PT 70 FT ELY FROM ELY LINE OF AVE B; TH SLY = WITH SD ELY LINE 50 FT; TH ELY = WITH SD SLY LINE TO A PT 132 FT E OF SD ELY LINE; TH NLY TO BEG.	Brownfield
40-12-230-029	1530 Avenue B, Flint MI 48503	THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION, SO-CALLED, ADJOINING THE VILLAGE OF GRAND TRAVERSE, AT FLINT RIVER. PART OF LOT 3 DESC AS: BEG AT A PT ON ELY LINE OF AVENUE B, 84.0 FT SLY FROM SLY LINE OF MARY ST; TH SLY ALG SD ELY LINE, 37.62 FT TO A PT 316 FT NLY FROM NLY LINE OF WOOD ST; TH ELY = WITH SLY LINE OF MARY ST, 132.01 FT TO A PT 316.0 FT NLY FROM NLY LINE OF WOOD ST; TH NLY = WITH ELY LINE OF AVENUE B, 38.32 FT; TH WLY = WITH SLY LINE OF MARY ST, 132 FT TO P.O.B.	5/50

FOURTH AMENDMENT TO OPTION AGREEMENT

This Option Agreement Amendment is made and entered into on the Effective Date set forth on the signature page below, by and between the Genesee County Land Bank Authority and Norstar Development USA L.P.

WHEREAS the Genesee County Land Bank Authority ("Seller") and Norstar Development USA L.P. ("Buyer") entered into an Option Agreement on April 4, 2019 to purchase property described in Exhibit A of the Option Agreement and executed an amendment on April 7, 2020, another on May 29, 2020, and another on August 26, 2020.

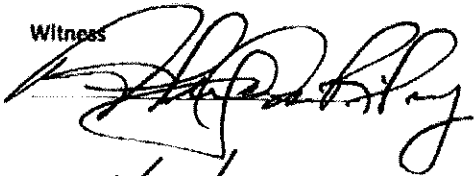
WHEREAS Seller and Buyer desire to amend the Option Agreement as set forth herein.

NOW THEREFORE, the Option Agreement deadline to execute will be extended from March 30, 2021 to March 30, 2022 for the consideration of Two Thousand Two Hundred Forty Dollars (\$2,240) paid by the Buyer to the Seller, receipt of which the Seller acknowledges.

All other provisions and conditions in the Option Agreement and first, second and third amendments remain in full force and effect and unchanged except as provided herein.

This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness



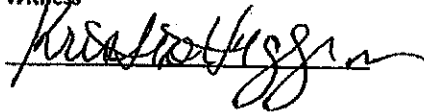
Date 1/26/2021

Seller


Michael Freeman, Executive Director
Genesee County Land Bank Authority

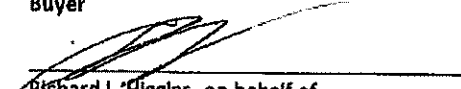
Date 1/26/21

Witness



Date 1/25/2021

Buyer


Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

Date 1/28/2021

Witness

Kristen Hys

Date 1/25/2021

Buyer

[Signature]
Richard L. Higgins, on behalf of
Clark Commons III Limited Dividend Housing
Association, LLC

Date 1/25/2021

**STATE LAND BANK AUTHORITY
OPTION TO PURCHASE**

This Option Agreement (the "Agreement") is entered into as of July 22, 2020, between THE STATE OF MICHIGAN, by its STATE LAND BANK AUTHORITY, a public body corporate and politic, 111 S. Capitol Street, 5th Floor, Romney Building, Lansing, Michigan 48933 (the "Seller"), and CLARK COMMONS III LIMITED DIVIDEND HOUSING ASSOCIATION, LLC, a Michigan limited liability company, of 200 S. Division Street, Buffalo, NY 14204 (the "Buyer"), on the terms and conditions set forth below.

1. **Grant of the option.** In consideration of \$100.00 paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer an exclusive option to purchase the real property described on the attached Exhibit A, with all easements, rights, and appurtenances (the "Premises"). The option shall remain in effect through November 30, 2021 (the "Option Period") from the effective date of this Agreement, as defined below. Buyer at its sole discretion may extend the Option Period through May 31, 2022 by providing written notice to Seller any time before the end of the then current Option Period along with a \$100.00 nonrefundable deposit to Seller for such extension, however such deposit shall constitute a credit against the Purchase Price at closing.
2. **Purchase price.** The purchase price for the Premises under this option is \$1,500.00. The purchase price shall be paid in full at the closing with certified funds. The consideration for this Agreement shall be credited to the purchase price for the Premises at the closing if Buyer exercises the option.
3. **Exercise of the option.** Buyer may exercise the option by giving written notice to Seller at PO Box 30766, Lansing, Michigan 48909, Attention: Director. The notice must be sent by certified mail and received by Seller before this option expires.
4. **Failure to exercise the option.** If Buyer fails to properly exercise the option before this Agreement expires, the option shall terminate, and Seller may retain the consideration and shall have no further obligation to Buyer.
5. **Closing.** This sale shall be closed within 10 days after all the closing documents are prepared but no later than 45 days after Seller receives the notice that Buyer is exercising the option.
6. **Inspections.** It is understood and agreed that during the contract period for the Premises Buyer and its designees shall have the right to enter the Premises to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer all at Buyer's sole discretion and expense. Buyer hereby releases Seller of any and all liability associated with entry and inspection, and warrants that it will comply with applicable regulations regarding environmental and other matters. Buyer will indemnify and hold harmless Seller from any claims, damages or causes of action which might occur as a result of Buyer's activities on the Premises and Buyer shall restore the Premises to the condition existing before said test or investigations were conducted.
7. **Environmental.** Buyer agrees that the Seller assumes no liability or responsibility for the presence of any toxic, hazardous, polluting or injurious substances on, in, or below the Premises. Except as expressly stated herein, Seller makes no representations as to any toxic, hazardous, polluting or injurious substances on, in, or below the Premises or any property adjacent to the Premises.

- a. Buyer agrees to take no administrative, judicial or other legal action against the Seller because of the existence or discovery of any toxic, hazardous, polluting or injurious substances. Actions include, but are not limited to, any action for contribution, cost recovery, third party action, injunctive relief to compel the Seller to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Buyer may have to comply with federal, state or local law in conjunction with the investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance, including but not limited to asbestos or asbestos-containing materials. Buyer agrees to release and hold harmless the Seller from any and all existing and future claims related to the existence or discovery of any toxic, hazardous, polluting or injurious materials in, on, below or emanating from the Premises.
 - b. Buyer agrees to indemnify the Seller and to hold the Seller harmless if any hazardous, polluting, injurious, or toxic substances exist, are discovered in, on, below, or emanating from the Premises or their condition is exacerbated by the Buyer.
8. **Survey/Title.** Buyer may, at Buyer's sole expense, obtain a survey (the "Survey") of the Premises which shall be certified to the Seller. Buyer may, at Buyer's sole expense, obtain a title commitment (the "Commitment") of the Premises. Seller has no obligation or duty to correct or cure any defects of title.
9. **The closing and preparations for the closing.** If Buyer exercises the option, the following obligations shall be performed before or at the closing:
 - a. Seller shall prepare the Quit Claim Deed in substantially the form attached as Exhibit B to transfer its title to Buyer and shall forward the Quit Claim Deed to Buyer for Buyer's review at least 10 days before the scheduled date of the closing. All other closing documents will be prepared by the Buyer. All closing costs, title insurance premiums, real estate transfer taxes and assessments, if any, will be paid by Buyer. Each of the parties shall be responsible for its own legal fees.
 - b. The closing shall be held at the Seller's offices as provided in this Agreement, remotely with closing documents exchanged electronically, by mail or other acceptable method, or as the parties may otherwise mutually agree.
 - c. Seller agrees to provide Buyer a Quit Claim Deed in substantially the form attached as Exhibit B. The Seller shall record the Quit Claim Deed.
 - d. All real estate taxes owing on the Premises shall be prorated between Buyer and Seller according to the calendar year method, under the assumption that taxes are collected in arrears, to cover the calendar year in which they become due and payable.
 - e. The execution and delivery of the Quit Claim Deed by the Seller will be deemed to be in full performance and discharge of all the terms and conditions of this Agreement to be observed or performed by Seller, except those that are stated expressly to survive the closing.
10. **Binding effect.** This Agreement shall bind and benefit the parties' successors and assigns. Buyer may assign its interest under this Agreement only with Seller's written consent.

11. **Construction and venue.** This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan, and no action will be commenced against Seller, its designee, agents or employees for any matter whatsoever arising out of this Agreement in any courts other than the Michigan Court of Claims.
12. **Brokers.** There are no real estate brokers associated with this transaction. Buyer agrees to hold Seller harmless and to defend Seller against such claims for any commission.
13. **Entire agreement.** This Agreement, together with Exhibits A and B, contains the entire agreement of the parties regarding the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.
14. **"AS IS" Transaction.** BUYER ACKNOWLEDGES THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT WITH RESPECT TO THE PREMISES OR ANY RELATED MATTERS AND THAT THE PREMISES IS BEING TRANSFERRED TO BUYER IN "AS IS CONDITION, WITH ALL FAULTS." In particular, Seller makes no representations or warranties with respect to the use, physical condition, occupation or management of the Premises, compliance with applicable statutes, laws, codes, ordinances, regulations, or requirements relating to leasing, zoning, subdivision, planning, building, fire, safety, health, or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations, or requirements.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ENVIRONMENTAL CONDITION OF THE PREMISES. BUYER WILL RELY SOLELY ON ITS OWN INVESTIGATION AND REVIEW OF THE ENVIRONMENTAL CONDITION OF THE PREMISES AND ANY ENVIRONMENTAL REPORT(S) OR ASSESSMENT(S) OBTAINED BY BUYER IN MAKING ANY DECISIONS REGARDING THE SUITABILITY OF THE PREMISES.

Upon closing, Buyer will be deemed to have accepted the Premises in "as is condition, with all faults," including the location and extent of boundaries, the condition of all improvements, and the environmental condition of the Premises.

15. **Zoning, Safety and Regulatory Compliance.** When title passes to the Buyer at closing, the Premises will immediately become subject to certain State of Michigan (the "State") safety and regulatory laws and to certain local ordinances and regulations (including zoning and use requirements) to which the Premises was not previously subject to because it was owned by the State. Buyer acknowledges that in certain substantial respects the Premises may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. Buyer acknowledges that it will comply with all zoning and use requirements. The Buyer acknowledges that the Seller is under no obligation to take any action to bring the Premises into compliance with such statutes, and that the Buyer has had the opportunity to make a personal inspection of the Premises. The Buyer further acknowledges that it is the Buyer's responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

16. Exhibits. The following exhibit is attached to and a part of this Agreement:

- o Exhibit A Legal Description of the Premises
- o Exhibit B Sample Quit Claim Deed


17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument

18. Time of the essence. Time is of the essence in the performance of this Agreement

19. Effective date. This Agreement shall be effective when all the parties listed below have signed it.

BUYER:


**CLARK COMMONS III LIMITED
DIVIDEND HOUSING ASSOCIATION, LLC**

By:  Richard L. Higgins
Its: VP of Managing Member

Dated: July 22, 2020

SELLER:

STATE LAND BANK AUTHORITY

By:  Jeffrey M. Huntington
Its: Authorized Officer

Dated: JULY 23 2020

Exhibit A

Legal Description of the Premises

Parcel No.: 4012230028

THE SUBDIVISION OF PART OF SECTION 2 OF THE SMITH RESERVATION SO-CALLED ADJOINING THE VILLAGE OF GRAND TRAVERSE AT FLINT RIVER Part of Lot 3 desc as beg at a pt on E'ly line of Ave B, 50 ft S'ly from S'ly line of Mary St; th S'ly alg sd E'ly line, 34 ft to a pt 353.62 ft N'ly from N'ly line of Wood St; th E'ly par with S'ly line of Mary St, 132 ft to a pt 354.32 ft N'ly from N'ly line of Wood St; th N'ly par with E'ly line of Ave B, 34 ft th W'ly par with S'ly line of Mary St, 132 ft to pob 40 12 230 028

Commonly known as: Avenue B, Vacant

Exhibit B

Sample Quit Claim Deed

QUIT CLAIM DEED

THE STATE OF MICHIGAN, by the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic f/k/a Michigan Land Bank Fast Track Authority, whose address is 111 S. Capitol Avenue, Lansing, Michigan 48933 (the "Grantor"), by authority of MCL 124.757, quit claims to **APPLICANT NAME**, a Applicant Description, whose address is Applicant Address (the "Grantee"), for Purchase Amount Dollars and Zero Cents (\$Dollar Amount), the following described real property (the "Property") in the City of , County of , State of Michigan, further described as:

Tax ID:

Commonly known as:

Subject to all easements, encumbrances, and restrictions, if any, and including the following:

Grantor reserves to the State of Michigan all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines, and other relics, on, within, or under the Property, with power to the State of Michigan, and all others acting under its authority, to enter the Property for any purpose related to exploring, excavating, and taking away aboriginal antiquities.

Grantor reserves to the State of Michigan all rights in minerals, coal, oil, and gas (excluding sand, gravel, or clay) on, within, or under the Property, with power to the State of Michigan, and all others acting under its authority, to enter the Property for any purpose related to accessing, exploring, mining, removing, and storing the minerals, coal, oil, and gas.

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471 *et seq.*

The terms of this conveyance apply to the administrators, successors, and assigns of the parties.

STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Date: _____

State of Michigan)
)
County of)

This instrument was acknowledged before me on _____, by Jeffrey M. Huntington, Authorized Officer of the State Land Bank Authority, a Michigan public body corporate and politic, on behalf of the State of Michigan.

Signature _____



Printed Name exactly as it appears on application
for commission as a notary public

Notary Public, State of Michigan, County of _____
My Commission expires: _____
Acting in the County of: _____

This Instrument Drafted By:
Patrick J. Ennis
State Land Bank Authority
P.O. Box 30766
Lansing, Michigan 48909
(517) 335-2930

After Recording, Return to:
Jeffrey M. Huntington, Authorized Officer
State Land Bank Authority
P.O. Box 30766
Lansing, Michigan 48909
(517) 335-8430

**THIS INSTRUMENT IS EXEMPT FROM
THE REAL ESTATE TRANSFER TAX ACT BY MCL 207.505(h)(i)
AND THE STATE REAL ESTATE TRANSFER TAX ACT BY MCL 207.526(h)(i)**

210427

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

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

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

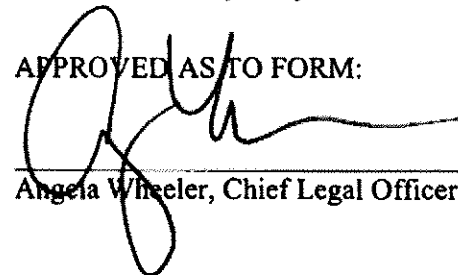
Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of _____,

_____, 2021 A.D.

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: (GG) PILOT ORDINANCE RESOLUTION TO GRANT A FOUR (4%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT KNOWN AS COURT STREET WEST VILLAGE, WHICH WILL PROVIDE AFFORDABLE ASSISTED LIVING ACCOMADATIONS THROUGH MODERNIZATON EFFORTS OF AN EXISTING PROPERTY, WITH A TOTAL OF 119 UNITS OF HOUSING.

1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

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

By: Director *Suzanne Wilcox*
Suzanne Wilcox (Aug 20, 2021 12:05 EDT)
Suzanne Wilcox, Director, P&D DATE: August 20, 2021

2. ORDINANCE REVIEW-FINANCE DEPARTMENT

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

By: *Robert J. F. Widigan*
Robert Widigan, Interim Chief Financial Officer DATE: August 21, 2021

3. ORDINANCE REVIEW - LAW DEPARTMENT

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

By: *Angela Wheeler*
Angela Wheeler (Aug 22, 2021 10:11:42 PT) DATE: 8/22/2021
Angela Wheeler, Chief Legal Officer

700 E Court Street Villagers Limited Div, 700 E Court St, Tax vs PILOT Comparison

1) Current taxable value:	\$0	
2) PILOT estimation	\$27,000.00	DIFFERENCE BETWEEN PILOT AND TAXES:
3) Current PILOT	\$22,523.00	\$358,460.75 per year

Based on the Schedule of Rents provided by McFarlan/Court St Village, at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 119 units is \$385,461.

3) Estimated project ad valorum taxable value:			
Market Rent	One Bedroom	Two Bedroom	Efficiency
	\$600	\$800	\$450
Number of Units	73	22	24
	\$43,800	\$17,600	\$10,800

Monthly Income	\$72,200
Yearly Income	\$866,400
Vacancy/Loss (10%)	(\$86,640)
Potential Gross Income	\$779,760
Expenses	\$350,892
Net Operating Income	\$1,130,652
Cap Rate of 10%	\$11,306,520
SEV/TV	5,653,260
Potential Taxes	\$385,461

PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION



**Submitted by
McFarlan Charitable Corporation
for
CO-DEVELOPERS
PRESYTERIAN VILLAGES OF MICHIGAN AND MCFARLAN CHARITABLE CORPORATION
FOR THE
700 E. COURT STREET VILLAGE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP**

**To the
CITY OF FLINT
1101 S SAGINAW ST.
FLINT, MI 48502**

TEL: 810-766

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.

APPLICANT IS A LIMITED DIVIDEND CORPORATION ESTABLISHED BY CODEVELOPERS PRESBYTERIAN VILLAGES OF MICHIGAN AND THE MCFARLAN CHARITABLE CORPORATION

- 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.

PILOT IS BEING REQUESTED DURING THE PLANNING PHASE

- 3) The applicant must own the property or have an option or other right to purchase the property under consideration and provide in application.

IN PROCESS

- 4) Housing development must contain a minimum of 51% affordable units.

THE PROJECT WILL CONTAIN 90% AFFORDABLE UNITS

- 5) Project includes a Low-Income Housing Tax Credit (LIHTC) allocation.
THE PURPOSE OF THE PILOT IS TO OBTAIN A LIHTC ALLOCATION FROM MSHDA
- 6) The property is not designated as a Brownfield or 5/50 property or has contacted City to discuss.
THE PROPERTY IS NOT DESIGNATED AS EITHER
- 7) All parcels that are separate have been combined through proper City channels.
THE PARCEL IS A SINGLE LOT

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 MSHDA Affidavit with the City Assessor by November 1 of the year before the PILOT is to take effect.***

APPLICATION REQUIREMENTS

1) Completed Application Form
COMPLETED

2) Narrative:

a. Background information:

i. Development experience of team

SEE EXHIBIT A – DEVELOPMENT EXPERIENCE

ii. Describe the corporate partnership Structure

SEE EXHIBIT B – ORGANIZATION STRUCTURE

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

i. Intended usage/target market

ELDERLY INDIVIDUALS NEEDING AFFORDABLE HOUSING AND AFFORDABLE ASSISTED LIVING

ii. Economic impact

DEVELOPMENT COSTS ARE EXPECTED TO BE APPROXIMATELY \$20 MILLION WHICH THE CONSTRUCTION MANAGER ESTIMATES WILL CREATE 48 FULL TIME PREVAILING WAGE JOBS DURING CONSTRUCTION. NO NEW JOBS WILL BE CREATED TO SUPPORT THE REAL ESTATE OPERATIONS. APPROXIMATELY 35 NEW STAFF WILL BE HIRED TO SUPPORT THE ASSISTED LIVING COMPONENT.

iii. Environmental impact (to include any mitigation actions taken)

PHASE 1 ENVIRONMENTAL ASSESSMENTS ARE BEING CONDUCTED PRESENTLY. NO DELETERIOUS IMPACTS ARE EXPECTED. REPORT WILL BE PROVIDED AS SOON AS AVAILABLE

iv. Impact on City infrastructure (transportation and utilities)

ALTHOUGH 13 UNITS WILL BE ADDED BY BREAKING SEVERAL 2 BEDROOM UNITS INTO 1 BEDROOM AND STUDIO APARTMENTS, 35 UNITS WILL BE OCCUPIED BY PERSONS REQUIRING ASSISTED LIVING INCLUDING MEMORY CARE. BY ASSUMING THIS RESPONSIBILITY, IT IS EXPECTED THAT THE IMPACT ON CITY INFRASTRUCTURE WILL BE LESS.

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

THE IMPACT IS UNCHANGED—THIS IS AN EXISTING BUILDING THAT THE CITY PROVIDES SERVICES TO SO IT SHOULD NOT CHANGE. ALSO SEE ITEM iii.

vi. Square footage of the building and land to be renovated

THE BUILDING IS 114,259 SQUARE FEET AND THE LOT SIZE IS 3.5 ACRES

vii. Architectural renderings to include the number and type of units

SEE EXHIBIT C – RENDERINGS OF BUILDING DESIGN

viii. Any other information to fully explain the project

SEE EXHIBIT D – PROJECT NARRATIVE

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

THE PROPERTY MANAGER WILL BE PRESBYTERIAN VILLAGES OF MICHIGAN. THE BUILDING IS EXPECTED TO REMAIN OCCUPIED EXCEPT FOR ABOUT 12 UNITS DURING CONSTRUCTION. IT IS EXPECTED THAT THE BUILDING WOULD BE FULLY OCCUPIED WITHIN 60 TO 180 DAYS AFTER CONSTRUCTION COMPLETION

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

- i. State the location or the proposed project to include street address, parcel ID, and the legal description.

SEE PILOT APPLICATION LEGAL DESCRIPTION

- ii. Name of the property owner at the time of application.

MCFARLAN/COURT STREET VILLAGE WEST LIMITED DIVIDEND HOUSING ASSOCIATION LLC

- iii. If the applicant is not the current owner of record, attach a valid option to purchase.

THE PROPERTY IS PRESENTLY OWNED BY AN ENTITY 100% OWNED BY THE MCFARLAN CHARITABLE CORPORATION

- iv. Describe all financing, options, and liens on the property

THE CURRENT FINANCIAL LIENS INCLUDE A \$100,00 MSHDA MORTGAGE WHICH WILL BE DISCHARGED AT CLOSING, A 6+ MILLION MORTGAGE FOR MSHDA, WHICH HAD BEEN CLEARED BUT NOT RECORDED, AND A \$2+ MILLION DOLLAR LOAN FROM MCFARLAN COMMUNITY FOUNDATION WHICH WILL ALSO BE DISCHARGED AT CLOSING.

- v. State the current assessed value of the property.

ZERO

- vi. Are any assessments currently under appeal? If yes, describe.

NO

- e. Provide a detailed development pro forma (Sources and Uses) 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.

SEE EXHIBIT E1 – 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.

SEE EXHIBIT E2 – OPERATING PRO FORMA

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

SEE EXHIBIT E3 – RENT SCHEDULE

h. Provide housing market data to show demand.

THE BEST MARKET DATA WE CAN PROVIDE IS THAT THE PROPERTY HAS A CURRENT VACANCY RATE OF APPROXIMATELY 3%.

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

i. Closing of the loan or contributing financing
ESTIMATED AT DECEMBER 2022

ii. First expenditure of funds with regards to the project
PREDEVELOPMENT FUNDS ARE BEING EXPENDED TO PREPARE THE APPLICATION RIGHT NOW

iii. Anticipated date construction will begin
DECEMBER 2022

iv. Anticipated date of completion
DECEMBER 2023

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 THAT WE ARE AWARE OF

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

i. Mixed use (PILOT ONLY applies to housing- not commercial SF)
THIS IS NOT A MIXED-USE PROJECT

ii. Energy efficiency and green practices
WE ARE EXPECTED TO OBTAIN THE MAXIMUM NUMBER OF POINTS FROM MSHDA AND MEET THEIR NET ZERO REQUIREMENTS

iii. Neighborhood and block club outreach (Full list of outreaches done)
SEE EXHIBIT F – COMMUNITY OUTREACH

v. External amenities (walk score, proximity to transit, jobs, etc.)
SEE EXHIBIT G – PROXIMITY TO LOCAL AMENITIES

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

THE APPLICATION HAS NOT BEEN COMPLETED AT THIS DATE. IT WILL BE PROVIDED AT THE TIME OF COMPLETION.

(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	Presbyterian Villages of Michigan
REPRESENTATIVES NAME	Al Bogdan, Ethos Consultants Erica Thrash-Sall, McFarlan Executive Director
ADDRESS	26200 Lahser Road, Southfield MI 48033
TELEPHONE NUMBER	313 445-1843
E-MAIL ADDRESS	Bogdanaa@aabds.com; EThrash-Sall@pvm.org

GUARANTORS INFORMATION

ENTITY NAME	Presbyterian Villages of Michigan
ENTITY PRINCIPAL	Roger L. Myers, President & CEO
ADDRESS	26200 Lahser Road, Southfield MI 48033
TELEPHONE NUMBER	248 281-2020
E-MAIL ADDRESS	RMyers@PVM.org

ENTITY NAME	700 E. Court Street Village Limited Dividend Housing Association Limited Partnership
ENTITY PRINCIPAL	Brian W. Carnaghi
ADDRESS	26200 Lahser Road, Southfield MI 48033
TELEPHONE NUMBER	248 281-2020

**E-MAIL
ADDRESS**

bCarnaghi@pvm.org

PROJECT INFORMATION

PROJECT NAME	Court Steet West Village (CSWV)
ADDRESS OF PROJECT	700 East Court Street, Flint MI 48503
PARCEL ID	4118209060
LEGAL DESCRIPTION	<p>Part of Lots 1 through 6 inclusive of the West subdivision of the PLAT OF THE EAST AND WEST SUBDIVISION OF JOHN McNEIL'S CAPITAL LAND ON RESERVATION LOT 7 (of SMITH'S RESERVATION OF ELEVEN SECTIONS AT AND NEAR THE GRAND TRAVERSE OF THE FLINT RIVER), T7N, R7E, according to the recorded plat thereof as recorded in Deed Volume 16, Page 354, Genesee County Records, part of ELDRIDGE REPLAT, more particularly described as follows:</p> <p>Beginning at a point that lies Southerly 27 feet along the former Westerly line of Avon Street from the Southerly line of Court Street as originally platted, and S 58°08'23" W along a line 27 feet Southerly of and parallel to the Southerly line of Court Street as originally platted, a distance of 445.00 feet; thence S 31°37'57" E parallel to the former and present Westerly line of Avon Street 430.00 feet; thence S 58°08'23" W 402.96 feet to the Easterly line of Lapeer Road; thence N 31°48'07" W 264.27 feet; thence N 18°11'53" E 75.82 feet; thence along a curve to the right having a radius of 501.79 feet, a central angle of 39°56'30" and an arc length of 349.80 feet, a chord bearing and distance of N 38°10'08" E 342.72 feet; thence N 58°08'23" E 24.16 feet to the point of beginning. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS: A 66.00 foot wide strip of land over lands described as part of Lots 1 through 6 inclusive of the West subdivision of the PLAT OF THE EAST AND WEST SUBDIVISION OF JOHN McNEIL'S CAPITAL LAND ON RESERVATION LOT 7 (of SMITH'S RESERVATION OF ELEVEN SECTIONS AT AND NEAR THE GRAND TRAVERSE OF THE FLINT RIVER), T7N, R7E, part of ELDRIDGE REPLAT, which is more particularly described as follows: Beginning at a point that lies Southerly 27 feet along the former Westerly line of Avon Street from the Southerly line of Court Street as originally platted, and S</p>

	<p>58°08'23" W along a line 27 feet Southerly of and parallel to the Southerly line of Court Street as originally platted, a distance of 445.00 feet, and continuing S 31°37'57" E parallel to the former and present Westerly line of Avon Street 430.00 feet; and continuing N 58°08'23" E 46.77 feet to the point of beginning of this description, thence S 31°07'08" E 214.19 feet to the Northerly line of 6th Street; thence N 58°52'33" E 66.00 feet along the North line of 6th Street; thence N 31°07'08" W 215.04 feet; thence S 58°08'23" W 66.00 feet to the point of beginning.</p> <p>Including and subject to an easement described in that certain Cross Easement Agreement dated December 10, 1992, and recorded January 26, 1993 in Liber 2486 of Deeds, Pages 484-490, Genesee County Records.</p>
--	--

DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Al Bogdan, bogdanaa@aabds.com 313 445-1843
ARCHITECTURAL FIRM	Fusco, Schaffer, and Pappas
CONSTRUCTION PROJECT MANAGER	Paragon Construction
GENERAL CONTRACTOR FOR PROJECT	N/A

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



McFARLAN
VILLAGES

McFARLAN HOME
COURT STREET
VILLAGE

August 9, 2021

Khalfani Stephens
Economic Development Director
City of Flint
1101 South Saginaw Street
Flint MI 48502
kstephens@cityofflint.com

Dear Mr. Stephens:

Presbyterian Villages of Michigan (PVM) and the McFarlan Charitable Corporation (McFarlan) have joined together as sponsors to modernize Court Street East Village and Court Street West Village properties located at 800 East Court Street and 700 East Court Street, respectively.

McFarlan, as sole member of the McFarlan/Court Street West LDHA LP is the current owner of the property. Please find attached a copy of our application for a PILOT for Court Street West Village at 700 East Court Street.

Court Street East Village

The sponsors expect to spend an estimated \$23 million to modernize the 149-unit Court Street East Village located at 800 East Court Street using the Michigan State Housing Development Authority's (MSHDA) 4% low-income housing tax credit bond pass through program partly subsidized by a HUD 202 Capital Advance. By state law, under the HUD 202 program the State of Michigan will reimburse the City of Flint through a stated PILOT paying full property taxes for the HUD 202 units. In other words, if we are awarded the HUD 202 Capital Advance, the State will pay the City of Flint's taxes equal to the full SEV as determined by the City Assessor multiplied by the City millage.

Court Street West Village

The sponsors expect to spend another estimated \$22 million to modernize the 106-unit Court Street West Village located at 700 East Court Street using the MSHDA 9% low-income housing tax credit competitive program. As part of the renovation the sponsors expect to convert several of the two-bedroom units to one-bedroom units and studio apartments, thereby increasing the number of units to 119. The converted units will be primarily used to provide affordable assisted living accommodations to 35 Medicaid eligible persons, including a secured memory support home and gardens for 11 persons. To apply for the LIHTC, MSHDA requires us to obtain a PILOT from the City for as long as there is a Regulatory Agreement in place requiring the owner to maintain the units at affordable rents. The PILOT is also necessary to help assure the economic viability of the development.



McFARLAN
VILLAGES

McFARLAN HOME
COURT STREET
VILLAGE

It is, with this mind that the development team requests the City of Flint to provide the Court Street West Village located at 700 East Court Street a PILOT equal to 4% of the total rental revenue, net of vacancy and utility costs, for the affordable units for the term of the new Regulatory Agreement to be issued by MSHDA. PILOT Application plus Exhibits are attached.

We will be pleased to meet with you, Kevin Miller, City staff, and the City Council in Committee and when meeting as regular meetings to discuss the program in more depth and to answer all questions. We feel that the project will be extremely beneficial to the City's seniors by permitting them to age in place and to avoid a nursing home stay and generate City tax revenue. It is vital that we receive your approval prior to October 1, 2021, on which date we file with MSHDA for the 9% LIHTC competitive credits.

Sincerely yours,

Brian W. Carnaghi

Brian Carnaghi
Vice President
Presbyterian Villages of Michigan

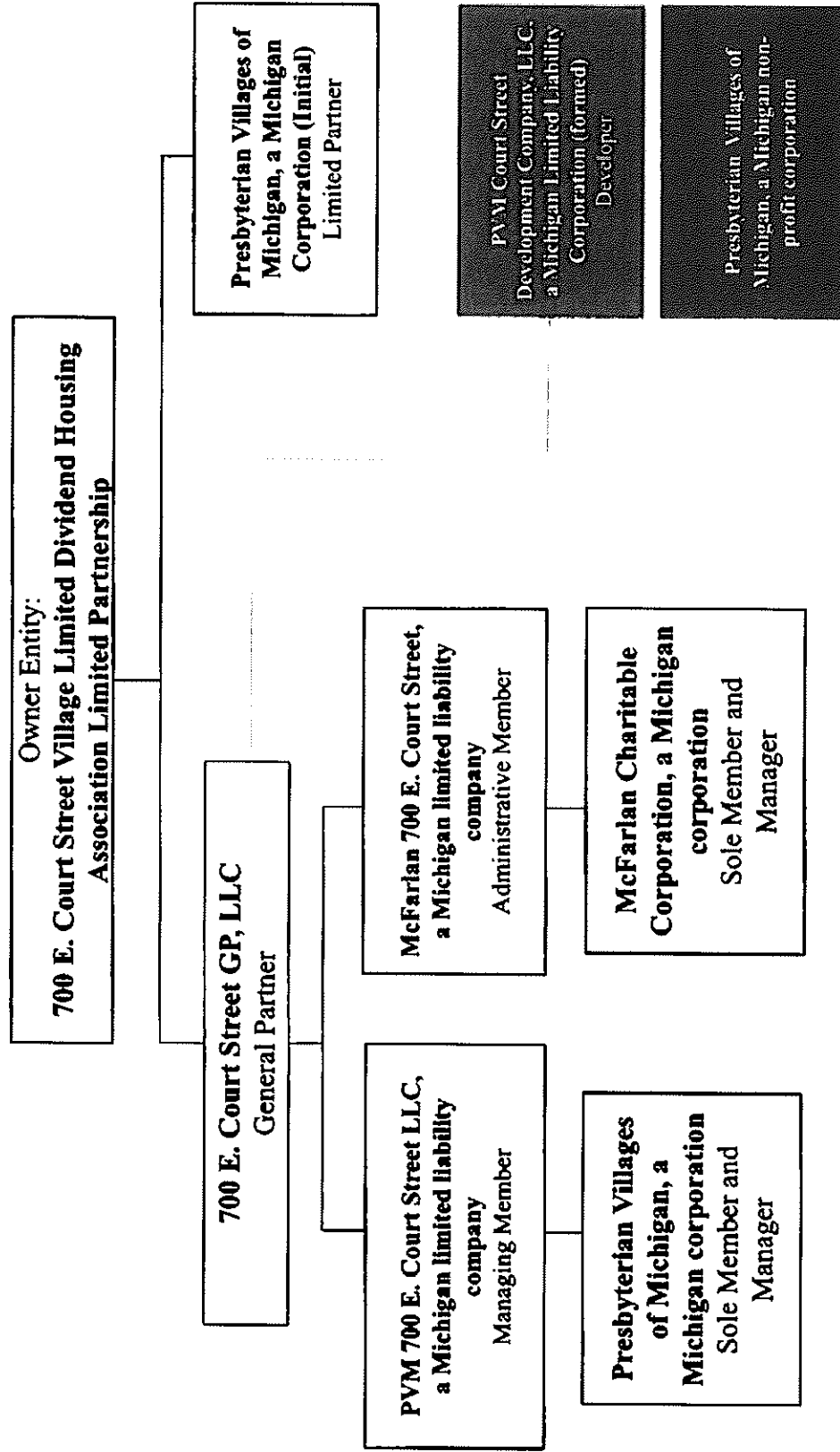
Erica Trash-Sall

Erica Trash-Sall
Executive Director
McFarlan Charitable Corporation

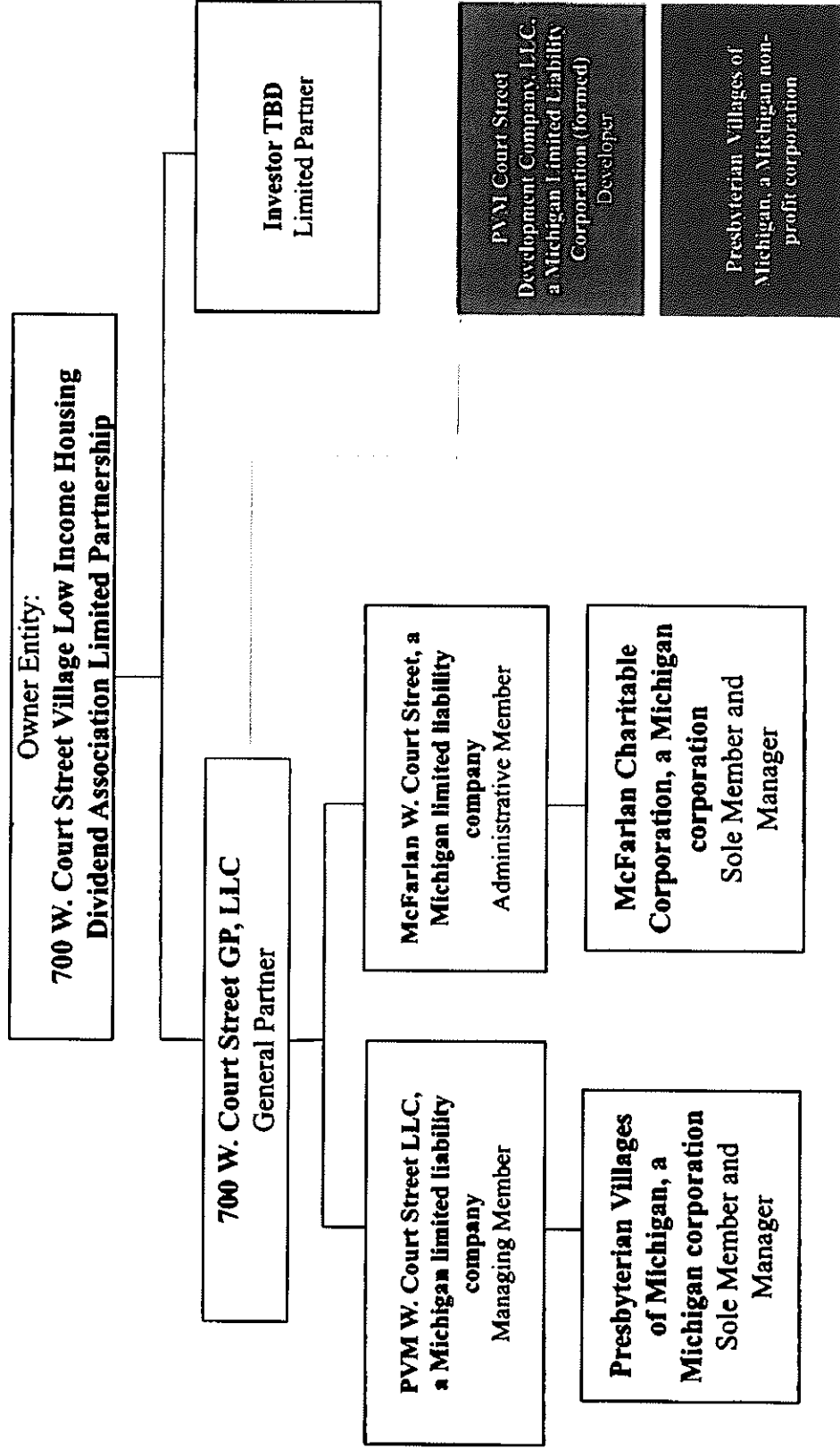
Cc: Kevin Miller
Councilwoman Monica Galloway
Suzanne Wilcox

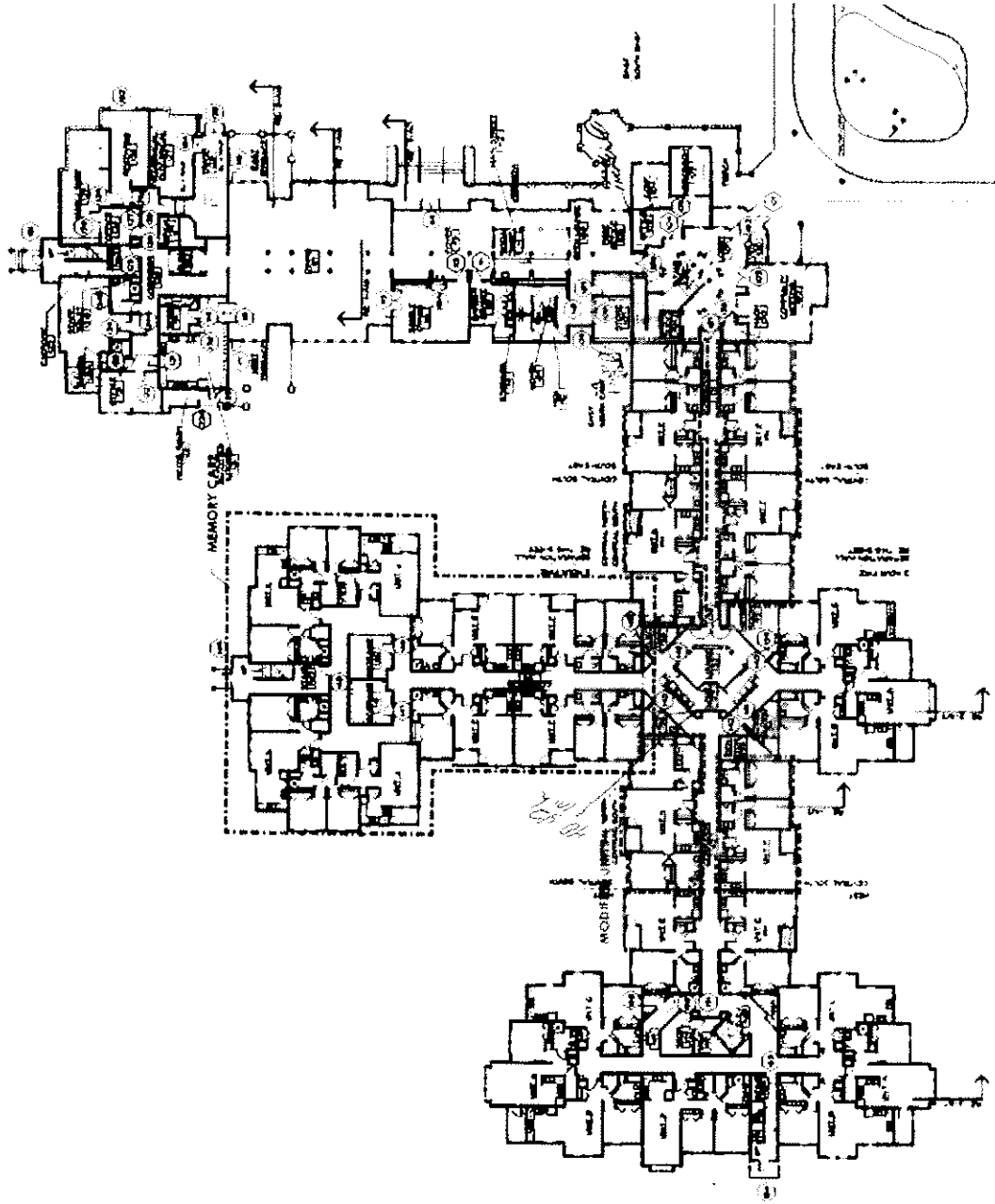
Attachment:
700 East Court Street PILOT Application including Exhibits

**ORGANIZATIONAL STRUCTURE FOR 700 EAST COURT STREET OWNER ENTITY
PRIOR TO FINANCIAL CLOSING**



ORGANIZATIONAL STRUCTURE FOR MCFARLAN COURT STREET OWNER ENTITY
FOLLOWING FINANCIAL CLOSING





N 1ST FLOOR BUILDING PLAN (EXISTING)

1/8" = 1'-0"

3/20/15

700 E. COURT RENOVATION
PRESBYTERIAN VILLAGES OF MICHIGAN
FLINT, MICHIGAN

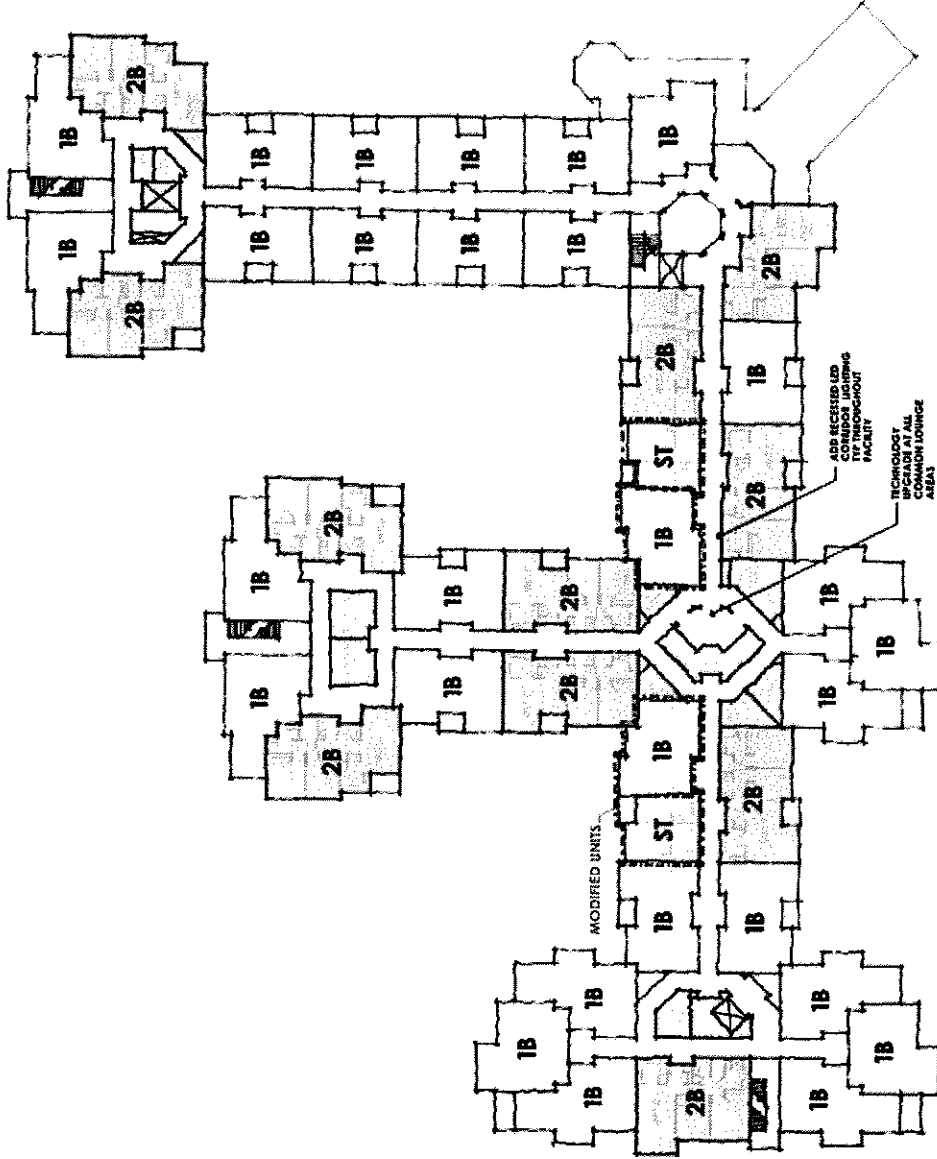
PSD FUSCO
SHAFFER & PAPPAS, INC.
ARCHITECTS & PLANNERS
3401 EAST AVENUE, SUITE 200
ANN ARBOR, MICHIGAN 48106
TEL: 734.769.4700
WWW.PSDFUSCO.COM

02.14.21

**FUSCO,
SHAFFER &
PAPPAS, INC.**
ARCHITECTS & PLANNERS
A N C M P P
PRINCIPAL: RICHIE HIGAN, AIA
1000 PARKWAY SOUTH, SUITE 200
ANN ARBOR, MI 48106-1500
TEL: 313/769-1100 FAX: 313/769-1101

ARCHITECTS & PLANNERS





- KEY:
- 2 BEDROOM - 1 BATH
 - 1 BEDROOM - 1 BATH
 - STUDIO
 - COMMONS/UTILITY
 - MODIFIED UNITS

700 E. COURT RENOVATION
PRESBYTERIAN VILLAGES OF MICHIGAN
 FLINT, MICHIGAN

FUSCO, SHAFER & PAPPAS, INC.
 ARCHITECTS & PLANNERS
 503 S. LEE STREET, 4TH FLOOR
 ANN ARBOR, MICHIGAN 48106
 PHONE: 734.761.1111
 WWW.FUSCO-SHAFFER-PAPPAS.COM

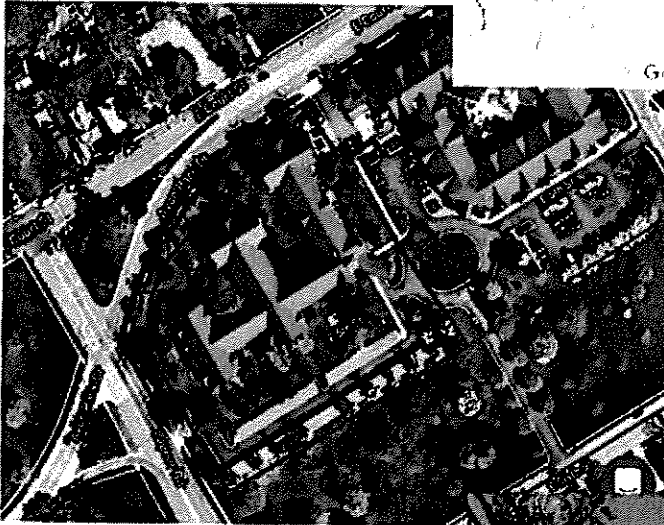
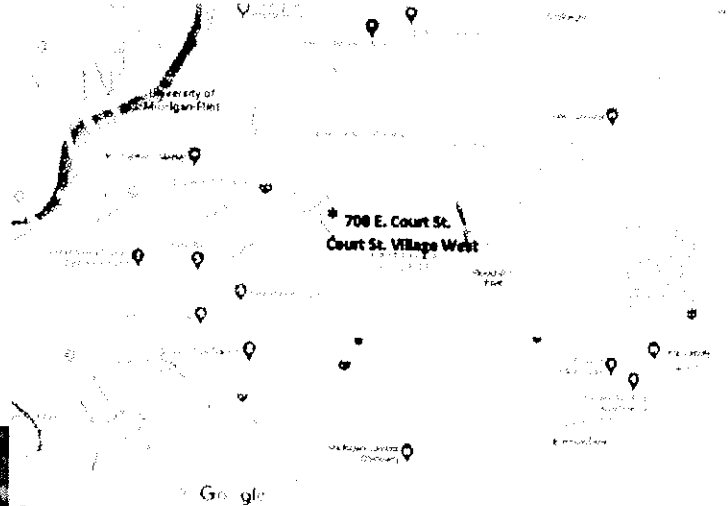
07.14.21

SHEET 2 OF 2

2ND FLOOR BUILDING PLAN (3RD SIMILAR) - 42 UNITS
 38,279 S.F.

E1 – 700 East Court Street PROJECT NARRATIVE

The McFarlan Court Street West Village (CSVW) property is located at 700 East Court Street, Flint MI 48503, just east of the Court Street ramp exit off I-475. It is the western building of the Court Street Village Senior Residential Complex. Court Street is the entrance to downtown Flint with City Hall on the corner of Court and Saginaw Street. Saginaw is a main street that connects both the northern and southern suburbs to the heart of the city. Court Street Village West is in the heart of Flint's College Cultural Center in the Fairfield Village Neighborhood in Flint's 7th Ward. Community assets include Mott Community College, University of Michigan-Flint, Sloan Science Center, Flint Art Museum, Flint Institute of Music, and the Whiting Auditorium. McFarlan Court Street Village West (CSVW) is less than a mile from the Flint Farmer's Market, recognized as one



the top ten public markets in America. Four bus lines are within a block of the Village and when combined with the city's dial a ride and the in-house van it puts the entire City at its front door. Residents can easily travel to the appointments or to do shopping.

CSVW is a three story, 106-unit, senior residential building located adjacent to its sister Court Street East

Village Building, a 149-unit senior property. CSVW was originally developed as a Low-Income Housing Tax Credit development and completed in 1992. It was purchased by the McFarlan Charitable Corporation from MSHDA in 2011 to prevent the buildings from going into foreclosure. Presbyterian Villages of Michigan (PVM) began to manage the property for the McFarlan



Charitable Corporation in 2016. There is a \$100,000 non-serviceable loan from MSHDA on the property that will be forgiven if CSVW keeps 40 percent of the units as affordable. The debt and current reserves will be transferred to the new entity.

CSVW amenities will include amenities include a

commercial kitchen, private dining area, wellness and exercise area, personal emergency response system, window coverings, commissary and convenience store, mail room, barber and beauty salon, library, internet access, porches, walking paths, balconies in some units, walk-in closets, storage space, covered drive thru, and a memory support garden. There is also significant green space all around the building for its Walking Club. After room conversions it will offer 24 studios, 73 one-bedrooms, and 22 2-bedroom units. The eleven barrier free units in the present building will; be expanded to 12, it has and will have a broad range of supportive services.

Court Street West Village Data

Address = 700 East Court Street, Flint MI 48503-6220
 County = Genesee County
 Parcel ID = 4118209060
 Census Tract = 26049002900
 Site Area = 3.5 acres
 Building Gross Area = 114,259 square feet
 Building Height = 3 Floors (existing)
 Parking Required by Zoning = 60
 Present Parking on Site = 69
 Present Zoning = C-1 Mult-family Walk-up Apartment District
 Projected Zoning = C-1 Mult-family Walk-up Apartment District

DESCRIPTION OF MODERNIZATION OF 700 EAST COURT STREET

CSWV is one component in a transformation of McFarlan Villages into a continuum of housing and services for seniors, with the vision of replicating the Thome Rivertown Neighborhood campus in Detroit, Michigan. All apartments will be "visitable" as defined by HUD with a no step entry, barrier free doors from the hall to the ½ bathroom or bathroom, and electrical switches at reachable heights.

Sixteen apartments will be barrier free. Thirty-five apartments of Affordable Assisted Living will be created with 11 dedicated to memory support to serve residents safely and securely with dementia and Alzheimer's Disease. CSVW will partner with Valley Area Agency on Aging (VAAA) as the MI Choice waiver agent in Genesee County. Additionally, CSVW has an established a relationship with

Apartment Configuration Before Rehabilitation							
Apt. Type	1 bath			1 1/2 bath	2 bath	Total	handicapped units
	Non AAL	Memory	AAL				
Studio	0	0	0	0	0	0	11
1 bdrm	69	0	0	0	0	69	
2 bdrm	0	0	0	30	7	37	
Total	69	0	0	30	7	106	11
Apartment Configuration After Rehabilitation							
Apt. Type	1 bath			1 1/2 bath	2 bath	Total	handicapped units
	Non AAL	Memory	AAL				
Studio	4	7	13	0	0	24	12
1 bdrm	58	4	11	0	0	73	
2 bdrm	0	0	0	22	0	22	
Total	62	11	24	22	0	119	12

Ascension Michigan PACE (Program for All Inclusive Care for the Elderly), who would provide comprehensive care for PACE participant who are residents. Evergreen Home Care will be the Home Care Agency provider. These are not new partnerships for McFarlan, as they have been serving the residents in the McFarlan communities for more than five years.

The Affordable Assisted Living (AAL) will consist of a fully appointed unit that includes a bedroom, sitting area, kitchen or kitchenette, and accessible bathroom. Most of the units will have access to Section 8 project-based vouchers, through the Flint Housing Commission and enrolled in MI Choice Waiver or PACE for home care services. Through the Waiver or PACE, residents will receive assistances with activities of daily living (ADLs), housekeeping, and laundry. CSVW will provide dining services to the residents to include breakfast, lunch, dinner, and snacks.

The residents of the AAL will have access to all the amenities on the campus including a primary care federally qualified health center located in the adjacent Court Street Village East property, robust wellness-activities program (exercise, social engagement, gardening arts and crafts and educational courses, and service coordination). Residents will be able to keep suitable pets. CSVW understand that pets enhance to the psycho-social well-being of older adults, especially those who may delay care because they do not want to be separated from their pet.

The modernization of CSVW includes converting some of the existing two-bedroom units to one-bedroom and studio units. The conversion of the first-floor units will encompass the reconfiguration of the existing 2-bedroom units by converting them into a combination of studio and/or 1-bedroom units. Support functions will be developed in areas occupied by storage rooms and within former unit footprints. The existing building utilities, kitchen, and common areas will be renovated to meet the demand of the conversion. Units on the first floor will be reconfigured with a kitchenette, with meal service to be provided in the main dining room for all meals. The memory support small house will have a warming kitchen and a dining space within the secure suite. Independent living units on the 2nd and 3rd floors will have full kitchens or kitchenettes.

The exterior and site will also be upgraded. Existing wooden decks and supporting structures and trims will be replaced. Paving and parking improvements will be made. The walking path will be improved or repaired as required. Exterior masonry and siding will be repaired and painted.

Currently, there is an excess of common area space, which does not support the type of programming currently available or plan to have in the future. The present kitchen will be replaced by professionally designed commercial kitchen that can serve up to 270 meals per day to both the residents of our AAL, independent living and other senior living buildings nearby like Richert Manor, Kearsley Manor and McFarlan Home. The dining room will be modernized to make dining service an easy and enjoyable experience for our residents and guests. There will be a game room to accommodate older adults across three generations. There will be a theater space, an exercise room and a space for arts and crafts. The walkways will be re-paved to facilitate more participation in the walking club. A courtyard memory garden will provide a safe enclosed outdoor space for the AAL residents

Electronic Communication Availability / Accessibility

PVM's Department of Technology (DOT) will build out the necessary "wiring" to implement Wi-Fi throughout the building which will provide the "backbone" for their residents to receive basic internet access to email, social media, home voice assistants and other internet of thing's devices (Smart Plugs, lights). PVM will be providing every resident a Google Nest Smart Home Voice Home Assistant, which will allow the resident to communicate to the internet via voice commands. The home assistant will also voice command control smart switches, plugs and lights within their apartment if purchased separately. Voice assistants can set alarms, display, and playback reminders, play games

(trivia), listen to music, and watch videos, play back daily news, weather. Palcare emergency devices will be provided to every resident. This is a Personal Emergency Response System (Wireless watch or necklace-water proof that resident can use to send an emergency alert by the push of a button). Two VR headsets will be purchased offering Virtual and Augmented Reality experiences. The design is to enhance the wellness space with this virtual experience which will help reduce stress and allow for powerful and fun virtual exercising.

Relocation

None of the tenants will have to be relocated from the building during rehabilitation. Prior to construction, enough apartments will be left vacant from normal turnover to permit relocation of tenants in the building. It is presently estimated that approximately 12 units will be used to house tenants during the construction period. The project will comply with all aspects of HUD Chapter 3 temporary relocation planning.

Zoning and Site Plan Approval

CSVW will continue to be used as a residential dwelling for older adults, so no zoning changes are required. The only site work to be performed is repair and maintenance of the present site. No site plan approval will be necessary. The 69 parking spaces meets the current zoning requirements of ½ space per unit.

Rehabilitation Outline by Fusco Shaffer & Pappas

Site Work

1. Mill and cap existing parking lot with new striping including accessible aisles.
2. Replace existing concrete at service yard.
3. Repair existing asphalt walk.
4. Repair existing concrete walks.
5. Replace existing screen fence with new screen fence.
6. Provide pruning to examine and trim existing trees on site.
7. Replace existing carport structures and associated lighting.
8. Repair drive canopy structure finishes and gutters where damaged to match existing.
9. Replace existing HID light fixtures and poles with LED light fixtures. Repair/replace base as required.
10. Repair/replace existing walking path around the building.

E. Building Exterior

1. Remove and replace existing asphalt roof, fascia, and trim on main building and maintenance garage.
2. Construct new memory garden for Assisted Living Memory Care residents with 8' high, non-climbable prefinished aluminum picket fencing with intermediate block/brick piers on concrete footings. Block/brick to match existing building. (+/- 9 piers)
3. Replace balcony decking, rails, and supports at all upper floor units.
4. Repair damaged framing as required.
5. Replace damaged decking rails and supports at public areas.
6. Repair / replace concrete patios at first floor units. Replace exterior doors and frames.

7. Replace windows.
8. Repair damaged siding and fascia.
 - A. Provide alternate to replace siding and fascia.
9. Replace downspouts and gutters.
10. Provide a complete exterior masonry survey for the building. Repair damaged cmu and tuck point missing mortar.

F. Building Interior: Common Spaces

1. Provide commercial kitchen equipment, ventilation, and MAU. Rework electrical and mechanical to accommodate new unit layout.
2. Replace finishes in existing Dining Room.
3. Reconfigure first floor suites to accommodate new unit layout. Provide new rated unit entries through existing load bearing corridor wall.
 - 24 units non-licensed assisted living
 - 11 non-licensed memory care units (greenhouse model)
4. Provide new secure access points to MC unit.
5. Reconfigure space in MC unit to accommodate required staff / resident support space.
6. Reconfigure 2-bedroom, 2-bathroom upper floor units to accommodate new units.
7. Replace existing floor finishes and base throughout building.
8. Replace existing ceiling tiles throughout facility.
9. Remove existing stair in lobby and reconfigure along existing run.
10. Provide allowance for new furniture.
11. Provide an allowance to enclose third floor atrium.
12. Replace existing main entry doors with automatic sliding doors.
13. Common Laundry facilities space.
 - a. Reconfigure existing Laundry Room and adjacent Lounge.
14. Revise common areas to include TV, exercise, game room, computer, and arts and craft room.
15. Include a maintenance and tool area.
16. Provide allowance to replace ceiling tiles.
17. Include an area for a theater and a business center.
18. Reconfigure commissary store, a new cafe, expanded salon and wellness (fitness) room.
19. Interior common space to receive new flooring (LVT) and furnishings.
20. Create a new mailroom with additional parcel lockers.
21. Provide WIFI throughout building.
22. Common hallways to be refurbished.
 - a. Repair and repaint walls and trim.
 - b. Remove existing flooring and base. Install new LVT flooring and dimensional resilient base throughout all corridors.
 - c. Remove existing ceiling grid pads and lights. Install new ceiling 2x2 grid, ceiling pads and LED light fixtures.
 - d. Provide alternate to keep 2x2 ceiling grid with new ceiling tiles.

- e. Remove existing lighting. Install new and increased amount of recessed LED lights. Allow for (1) light for every 6' O.C. min plus additional accent lighting at lounges, nodes, artwork, and accent areas.
- f. Remove existing wall sconces. Provide replace (1) LED wall mounted sconce at each unit entry
- 23. Remove and replace all existing interior Common Area doors and frames and hardware with new stained wood solid core doors and hollow metal frames (provide rated doors, frames, and hardware where applicable)
- 24. Remove and replace all existing exterior Common Area doors and frames and hardware with new insulated painted galvanized hollow metal doors and frames
- 25. Upgrade public bathrooms
 - a. Demolish and replace existing fixtures, flooring, and accessories.
 - b. Patch and repair walls and repaint.
 - c. Provide tile wall finish full height along wet walls.
 - d. Install new partitions, water closets, urinals, lavatories, ADA compliant counter with manufactured stone top and splashes, mirror(s), and all required accessories.
- 26. Upgrade elevator finishes and replace door operators.

G. Building Interior: Common Spaces Mechanical, Electrical and Plumbing

1. Mechanical:

- a. Replace existing makeup air units.
- b. Replace existing AHU in the crawl space.
- c. Repair existing fan coil units.
- d. Replace rooftop mounted powered exhaust.

2. Electrical:

- a. Replace existing light fixtures with LED light fixtures.
- b. Improve lighting in common areas and corridors with LED light fixtures.
- c. Modernize elevator machine room equipment.
- d. Install missing breakers from panels.
- e. Provide fire alarm strobes.
- f. Repair building camera security system.

3. Plumbing:

- e. Provide water shut off valves for supply lines at each unit.
- f. Replace existing fire pump and controller
- g. Confirm cause of and repair leaking fire sprinkler lines.
- h. Replace inline Grundfos pumps and taco circulators
- i. Replace base-mounted service and chilled water pumps.
- j. Replace DHW generation equipment.
- k. Replace inline circulation pumps.

H. Building Interior: Dwelling Units

1. All interior doors and frames and hardware are to be replaced with stained wood doors and trim.

A. Replace bi-fold doors with stained wood swinging doors and frames in existing openings.

2. Revise mail shelf at accessible unit entry doors.

3. All walls in units to be repaired and painted throughout.

4. Replace screen door to balcony.

A. Adjust thresholds at accessible units.

5. Demolish all kitchen and bathroom cabinets and vanities and install new.

6. All Kitchen countertops to be replaced with laminate tops on water resistant board with new sinks and faucets.

A. Install fire stop canisters at range hoods.

7. Replace all appliances with new energy star appliances. (Note: 1st floor units will be renovated to include a kitchenette in lieu of a full kitchen)

8. Revise walls to new configuration.

9. All flooring and base trim throughout the unit be replaced. Install CPT living room and bedroom. Provide alternate for LVT in living areas

10. Install vinyl plank and resilient in bathrooms kitchen and entry.

11. All window treatments to be replaced.

12. All unit entry doors and frames to remain.

13. All bathrooms to be fully renovated

I. Building Interior: Dwelling Unit Mechanical, Plumbing and Electrical

1. Mechanical:

- a. Install new exhaust fan in bathroom(s).
- b. Reconfigure heating piping to accommodate reconfiguration of units.
- c. Replace mechanical unit.

2. Electrical:

- a. Install new emergency call pull cord in Assisted living units.
- b. All electrical devices to be replaced.
- c. All electrical cover plates to be replaced. Provide GFCI outlets as required by code.
- d. All lighting fixtures to be replaced with LED fixtures.
- e. Install new fire/smoke detectors for the hallways & corridor.
- f. Provide a new video intercom system.
- g. Provide new thermostats.
- h. Provide motion activated night lighting from bedroom and into bathrooms

3. Plumbing:

- a. Provide new 1/4 turn ball type shut off valves at all plumbing fixtures.
- b. Adjust sprinkler heads as required to conform to new ceiling configurations.
- c. Reconfigure plumbing fixture locations in new/existing units to accommodate visitability.
- d. Install roll in shower.
- e. New fixtures and faucets throughout facility.

Instructions

TOTAL DEVELOPMENT COSTS

	Per Unit	Total
Acquisition		
Land	4,202	500,000
Existing Buildings	17,647	2,100,000
Other:	0	0
Subtotal	21,849	2,600,000
Construction/Rehabilitation		
Off Site Improvements	0	0
On-site Improvements	2,357	280,460
Landscaping and Ingation	840	100,000
Structures	98,587	11,731,832
Community Building and/or Maintenance Facility	0	0
Construction not in Tax Credit basis (i.e. Carports and Commercial Space		
General Requirements	5,803	666,738
% of Contract	5.45%	Within Range
Builder Overhead	1,868	222,246
% of Contract	1.72%	Within Range
Builder Profit	5,603	666,738
% of Contract	5.08%	Within Range
Permits, Bond Premium, Tap Fees, Cost Cert.	2,148	255,582
Other: Low Voltage Contract	956	113,754
Subtotal	117,961	14,037,350
15% of acquisition and \$15,000/unit test:		
		mat
Professional Fees		
Design Architect Fees	4,718	561,494
Supervisory Architect Fees	0	0
Engineering/Survey	210	25,000
Legal Fees	840	100,000
Subtotal	5,769	686,494
Interim Construction Costs		
Property & Casualty Insurance	504	60,000
Construction Loan Interest	1,559	185,500
Title Work	168	20,000
Construction Taxes	176	21,000
Other:	0	0
Subtotal	2,408	286,500
Permanent Financing		
Loan Commitment Fee to MSHDA	0	0
Other Loans Fee @ 2% + Construction Loan Fee @ 1.5%	1,731	205,948
Subtotal	1,731	205,948
Other Costs (In Basis)		
Application Fee	0	0
Market Study	55	6,500
Environmental Studies	294	35,000
Cost Certification	128	15,000
Equipment and Furnishings	4,622	550,000
Temporary Tenant Relocation	1,050	125,000
Construction Contingency	11,796	1,403,735
Appraisal and C.N.A.	92	11,000
Other:	0	0
Subtotal	18,036	2,146,235
Other Costs (NOT in Basis)		
Start-up and Organization	210	25,000
Tax Credit Fees (based on 2017 QAP)	777	92,500
Compliance Monitoring Fee (based on 2017 QAP)	427	50,825
Marketing Expense	84	10,000
Syndication Legal Fees	504	60,000
Rent Up Allowance	0	0
Other:	0	0
Subtotal	2,003	238,325

	Per Unit	Total
Project Reserves		
Operating Assurance Reserve	2,859	340,214
Replacement Reserve	700	83,300
Operating Deficit Reserve	0	0
Rent Subsidy Reserve	0	0
Syndicator Held Reserve	0	0
Rent Lag Escrow	0	0
Tax and Insurance Escrows	0	0
Other:	0	0
Subtotal	3,559	423,514
Miscellaneous		
Deposit to Development Operating Account (1MGRF Not Required	0	0
Other (Not in Basis):	0	0
Other (In Basis):	0	0
Other (In Basis):	0	0
Subtotal	0	0
Total Acquisition Costs	21,849	2,600,000
Total Construction Hard Costs	117,961	14,037,350
Total Non-Construction ("Soft") Costs	33,504	3,987,016
Developer Overhead and Fee		
Maximum	1,500,000	12,605
7.5% of Acquisition/Project Reserves	Override	5% Attribution Test
15% of All Other Development Costs		mat
Total Development Cost	185,919	22,124,366
TOTAL DEVELOPMENT SOURCES		
MSHDA Permanent Mortgage	0	0
Conventional/Other Mortgage	19,726	2,347,405
Equity Contribution from Tax Credit Syndication	112,174	13,348,665
MSHDA NSP Funds	0	0
MSHDA HOME or Housing Trust Funds	0	0
Mortgage Resource Funds	0	0
Other MSHDA	0	0
Local HOME	0	0
Income from Operations	0	0
Other Equity	0	0
Transferred Reserves:	840	100,000
Other: Sellers Note	10,924	1,300,000
Other: Sponsor Note(s)	36,975	4,400,000
Deferred Developer Fee	5,280	628,296
Total Permanent Sources	22,124,366	22,124,366
Sources Equal Uses?		
Surplus/(Gap)		Balanced
3rd Party Construction Loan	89,076	10,600,000
Construction Loan Rate	47.91%	3.500%
Repaid from equity prior to final closing		10,600,000

Step Notice of Intent to Apply
Date 07/30/2021
Type Acquisition/Rehab

Rental Income

Gross Rent Potential	832,156
Average Monthly Rent	618
Gross Square Footage	

	A	B	C	D	E	F	G	H
Annual Non-Rental Income	10 000	9 500						
Misc. and Interest								
Laundry								
Carports								
Other:								
A		38						
B		43						
C		58						
D					0			
E					0			
F					0			
G					0			
H					0			
Total								
Electricity	38							
A/C								
Gas								
Water/ Sewer								
Other								
Total	38	43	58	0	0	0	0	0
Spende								

EXHIBIT F - COMMUNITY OUTREACH

The following are organizations that have a strong working relationship with the present the codevelopers managers of Court Street Villages and have offered their full support for the modernization of both 700 and 800 East Court Street properties:

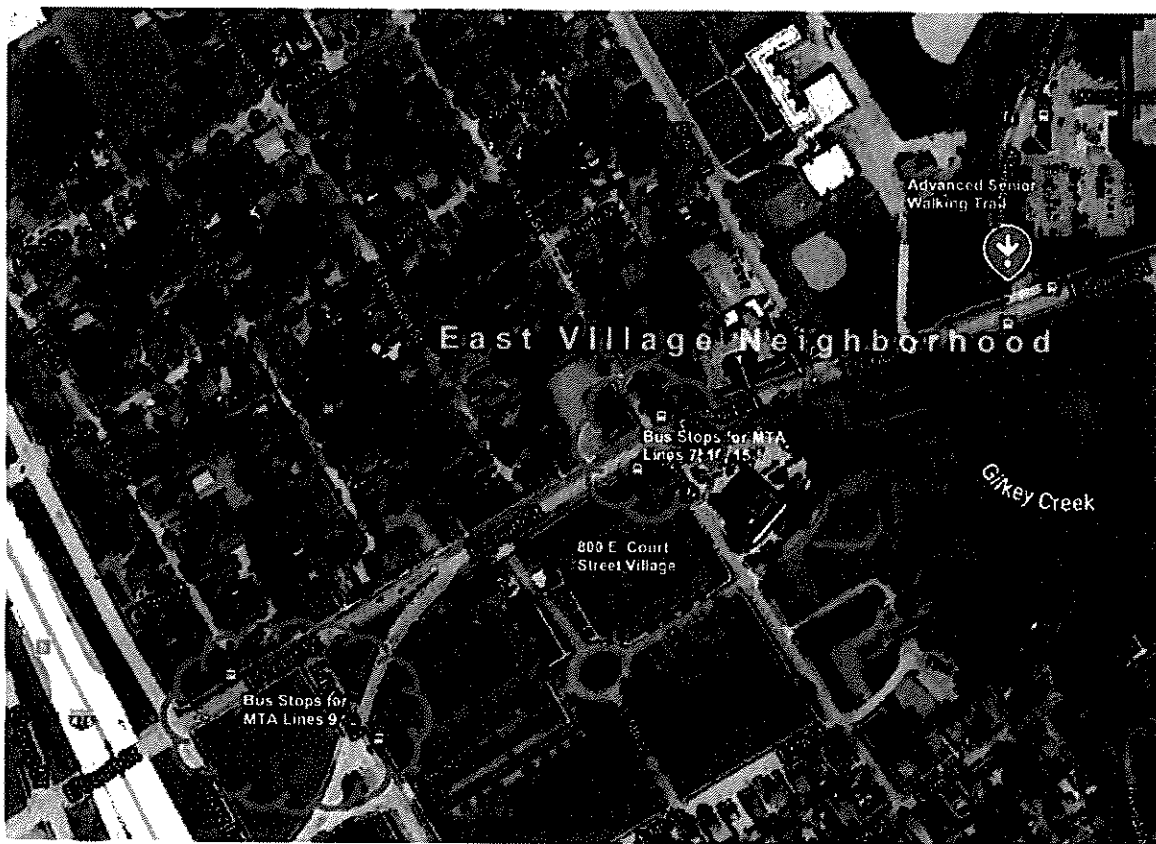
1. Alzheimer's Association
2. Ascension PACE
3. Brennan Senior Center
4. Communication Access Center
5. Disability Network
6. Evergreen Health Services
7. Family Services Agency
8. First Presbyterian Church
9. Flint Housing Commission
10. GCCARD-Commodities Food Program
11. Genesee Community Health Center
12. Genesee Health System
13. Hamilton-McFarlan Senior Health Center
14. McFarlan Home Assisted Living
15. Mott Community College
16. My Brother's Keeper
17. OLHSA
18. Shelter of Flint
19. Training and Treatment Innovations
20. University of Michigan-Flint
22. Valley Area Agency on Aging
23. Wellness HIV Aids

The following organizations have offered their support for the management and redevelopment of the Court Street Villages.

- 1 Community Foundation - Greater Flint
- 2 Blue Cross/Blue Shield/ Blue Care Network
- 3 Congressman Daniel E Kildee
- 4 Councilwoman Monica Galloway - Ward 7
- 5 Genesee Community Health Center
- 6 Michigan Department of Health & Human Services Aging & Adult Services
- 7 Leading Age Michigan

Neighborhood and Context

700 E. Court Street Village is located in the hub of an extensive mass transportation market that caters to seniors, disabled and poor folks. The Mass Transportation Authority (MTA) provides reliable public transportation services throughout Genesee County and it runs 15 Primary Routes in the City of Flint. All the primary routes are connected through the MTA Customer Service Center, i.e. MTA Central Station. The Central Station is a 15-minute walk from Court Street, or a short bus ride away. The bus schedule indicates that the total time to travel from the MTA Customer Service Center to the last stop for the four lines that stop next to 800 East Court Street is less than one-half hour. Essentially every stop on each of the lines is less than one-half hour away.



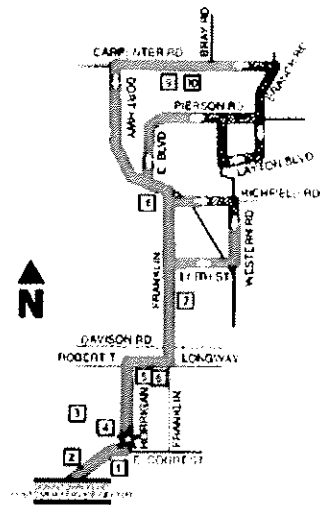
There are three bus routes that stop in front of the building, Routes 7, 10, and 15. In addition, Route 9 stops a block away. See bus stop locations on the following page. Each full route is equal to or less than ½ hour, and each route stops at 10 different locations. Included in this exhibit are maps of the following:

1. Main Service Map – Shows Primary Amenities within the 30 Minute Bus Route System
2. Route 7 – Franklin
3. Route 9 – Lapeer
4. Route 10 – Richfield Road
5. Route 15 – Dort Averill

rs://edw/OneDrive/Desktop/Flint MTA system-wide-map.svg

Primary Route 7 - Franklin

Downloadable PDF Route Schedule



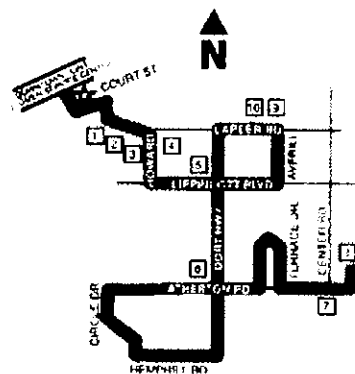
Points of Interest

1. Robert Martin
2. YMCA
3. University of Michigan-Flint
4. Mott Community College
5. Mott Regional Tech Center
6. Hurley-Genesys Cancer Center
7. St. Mary's Parish Center
8. Whaley Park
9. Carpenter Rd. Elementary
10. Carpenter Rd. Apartments

To go to the Flint City Farmers Market, take primary route buses 1-12 to the Downtown Transit Center.

Primary Route 9 - Lapeer Road

Downloadable PDF Route Schedule



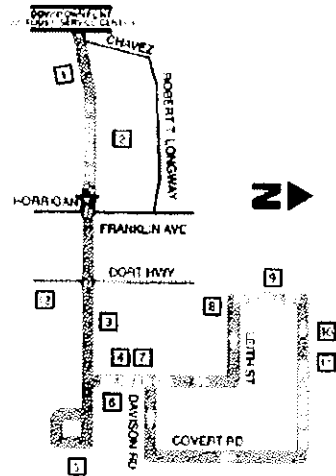
Points of Interest

1. STAIRS Elderly Care House Outpatient
2. Avon Apartments
3. Howard Elementary
4. Food Bank of Eastern Michigan
5. Quinn Chapel AME Church
6. Disability Network/Ort MSF
7. Burton Library
8. Meyer
9. Ort Federal Arena
10. Scott Elementary

To go to the Flint City Farmers Market, take primary route buses 1-12 to the Downtown Transit Center.

Primary Route 10 - Richfield Road

Downloadable PNF Route Schedule



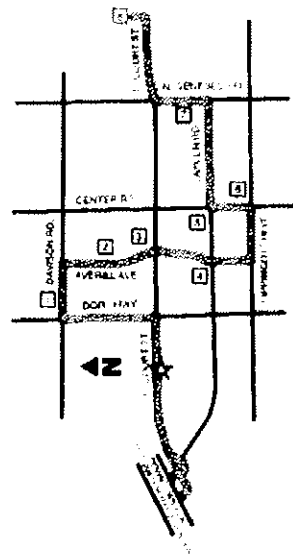
Points of Interest

1. Richmont Manor
2. Matt Communi ty College
3. Consumer's Energy
4. Goodwilt Industries
5. Courtland Center
6. Genesis East Campus
7. Centerview Apartments
8. Potter School
9. Boys and Girls Club of G este F A
10. Nance Manor
11. Kroger
12. An tuckindien Tr ois, HFA

To go to the East City Farmers' Market, take primary road (bus 117) to the Downtown Transit Center.

Primary Route 15 - Dort-Averill

Overseas's FIF World Schedule



Points of Interest

1. Day Jon & Don Federa Credit Union
2. Genesee Packaging Plant
3. Goodw
4. Knappaide Industrial Trust Center
5. Don Event Center
6. Burton Urgent Care
7. Genesee Christian Elementary School
8. Wal-Mart - Court Street

The MTA also runs two programs, the "Your Ride Service" and "Senior Shopper Service".

The "Senior Shopper Service" picks residents up right in front of Court Street and takes them to Meijer on Mondays, Walmart on Thursdays and Kroger on Fridays. The MTA easy ride and shop schedule is attached to this exhibit. The fee for the Senior Shopper Service is \$1.75 for seniors 55-64 and \$.85 for seniors with a disability or who are 65 or older.

The "Your Ride Service" is a handicapped accessible personalized public transit service operates Monday – Friday from 6:30 a.m. to 10:30 p.m. Saturday from 6:30 a.m. to 10:30 p.m., and Sunday from 7:00 a.m. to 7:30 p.m. It is designed for use by persons who are unable to use fixed route bus service (those 65 years of age or older, or if a disability prevents them from using a fixed route). This curb-to-curb service is available throughout Genesee County to those who qualify. This service has a fare associated with its use and can be scheduled by the resident calling their local Your Ride Service Center. The fare is discounted for seniors, the disabled and poor.

Lastly, Court Street operates a seven-passenger van which takes residents to an array of services including any type of medical appointment, lab work and imaging, the bank/credit union, for social services appointments and to/from work. This van is free to all residents as Court Street covers the cost of the van through its operational budget. Residents call the Court Street main office at least 24 hours in advance to schedule the van service. They can potentially get same day appointments if the van has availability. As a courtesy, the van driver or Court Street office staff will call residents to remind them of their ride.

In addition to the van service Court Street provides; it also brings essential services to the residents. These include, but are not limited to, doctor visits, rehab services, a food pantry, groceries and goods to purchase, and a beautician.

The transportation services above allow the residents to access the following types of amenities:

- Health Care & Social Services
- Grocery Stores
- Recreational Facilities
- Civic Facilities
- Adult Education Facilities
- Other Neighborhood Amenities

Facility	Name	Address	Distance	Transportation
Health Care and Social Facilities	Court Street Kearsley Residence AKA Court Street Home	700 E. Kearsley	0.7 miles	Within 30 Minute Bus Route
Health Care and Social Facilities	Hurley Medical Center	1 Hurley Plaza, Flint, MI 48503	1.7 miles	Within 30 Minute Bus Route
Health Care and Social Facilities	Hamilton-Court Street Senior Health Center	In the building/onsite	n/a	Within Walking Distance
Health Care and Social Facilities	McLaren Regional Medical Center	401 S Ballenger Hwy, Flint, MI 48532	3 miles	Within 30 Minute Bus Route
Health Care and Social Facilities	VAAA	225 E. Fifth St. Flint, MI 48502	0.4 miles	Within Walking Distance
Health Care and Social Facilities	PACE	412 E. First, Flint, MI 48502	0.7 miles	Within 30 Minute Bus Route

Facility	Name	Address	Distance	Transportation
Health Care and Social Facilities	Red Cross	1401 S Grand Traverse St, Flint, MI 48503	1.2 miles	Within 30 Minute Bus Route
Health Care and Social Facilities	Disability Network	3600 Dort Hwy 54, Flint, MI 48507	4 miles	Within 30 Minute Bus Route
Grocery Store	Farmers Market	300 E. 1st St. flint, MI 48502	0.5 miles	Within Walking Distance
Grocery Store	Sav-A-Lot	2918 Flushing Rd, Flint, MI 48504	4 miles	Within 30 Minute Bus Route
Grocery Store	Aldi	1054 S Center Rd, Burton, MI 48509	3 miles	Within 30 Minute Bus Route
Grocery Store and Other Neighborhood- Serving Amenities	Walmart	5323 E Court St N, Burton, MI 48509	3.8 miles	Within 30 Minute Bus Route
Grocery Store and Other Neighborhood- Serving Amenities	Walmart	4313 Corunna Rd, Flint, MI 48532	5 miles	Within 30 Minute Bus Route
Grocery Store and Other Neighborhood- Serving Amenities	Meijer	2333 S Center Rd, Burton, MI 48519	2.6 miles	Within 30 Minute Bus Route
Grocery Store and Other Neighborhood- Serving Amenities	Kroger	3288 Corunna Rd, Flint, MI 48532	2.8 miles	Within 30 Minute Bus Route
Recreational Facilities	Brennan Community Center	1301 Pingree, Flint, MI 48503	1.4 miles	Within 30 Minute Bus Route
Recreational Facilities	Woodlawn Park	1500 Woodlawn Park Dr, Flint, MI 48503	0.5 miles	Within Walking Distance
Recreational Facilities	Whaley Park	3817 N Franklin Ave, Flint, MI 48506	3 miles	Within 30 Minute Bus Route
Recreational Facilities	Burroughs Park	Flint, MI 48503	0.3 miles	Within Walking Distance
Recreational Facilities	Wilson Park	448 Wallenberg St, Flint, MI 48502	0.5 miles	Within Walking Distance
Recreational Facilities	YMCA	411 E. Third St., Flint, MI 48503	0.6 miles	Within 30 Minute Bus Route
Recreational Facilities	Capitol Theater	140 E. Second, Flint MI 48502	0.7 miles	Within 30 Minute Bus Route
Recreational Facilities	The Eberson	130 E. Second Flint, MI 48502	0.7 miles	Within 30 Minute Bus Route
Recreational Facilities	Flint Public Library	1026 Kearsley St. Flint, MI 48503	0.6 miles	Within 30 Minute Bus Route
Recreational Facilities	Cultural Center	1310 Kearsley St. Flint, MI 48503	0.6 miles	Within Walking Distance
Civic Facilities	City Hall	1101 S. Saginaw, Flint, MI 48502	0.7 miles	Within 30 Minute Bus Route

Facility	Name	Address	Distance	Transportation
Civic Facilities	St. Luke's Missionary Baptist Church	821 E. Court St., Flint MI 48503	700 ft.	Within Walking Distance
Civic Facilities	Flint Police	210 E 5th St, Flint, MI 48502	0.7 miles	Within 30 Minute Bus Route
Civic Facilities	Flint Fire Station #1	310 E. Fifth St, Flint, MI 48502	0.6 miles	Within 30 Minute Bus Route
Civic Facilities	Downtown Post Office	400 S. Saginaw Flint, MI 48502	0.9 miles	Within 30 Minute Bus Route
Civic Facilities	Social Security Office	2021 W Carpenter Rd, Flint, MI 48505	7 miles	Within 30 Minute Bus Route
Adult Educational Facilities	Mott Community College	1401 E. Court St. Flint, MI 48503	0.3 miles	Within Walking Distance
Other Neighborhood-Serving Amenities	Fairfield Village Association	727 East St. Flint, MI 48503	0.5 miles	Within Walking Distance
Other Neighborhood-Serving Amenities	Courtland Center Mall	4190 E. Court St. Burton, MI 48509	2.7 miles	Within 30 Minute Bus Route
Other Neighborhood-Serving Amenities	Dollar General	1835 E. Court St. Flint, MI 48503	0.7 miles	Within 30 Minute Bus Route
Other Neighborhood-Serving Amenities	Rite Aid	2838 E. Court St. Flint MI 48506	1.8 miles	Within 30 Minute Bus Route
Other Neighborhood-Serving Amenities	Chase	111 E. Court St. Flint, MI 48502	0.5 miles	Within Walking Distance
Other Neighborhood-Serving Amenities	Refinery Hair Co.	718 Harrison St. Flint, MI 48502	0.6 miles	Within 30 Minute Bus Route
Other Neighborhood-Serving Amenities	Diamond Cleaners	2147 S. Saginaw Flint, MI 48503	1.6 miles	Within 30 Minute Bus Route
Other Neighborhood-Serving Amenities	Farmer's Market	300 E. 1st St. Flint, MI 48502	0.5 miles	Within Walking Distance
Other Neighborhood-Serving Amenities	Temple Dining Room	755 Saginaw St, Flint, MI 48502	0.5 miles	Within Walking Distance
Other Neighborhood-Serving Amenities	Sweet Peaches Veggie Bistro	300 E 1st St #4pm, Flint, MI 48502	0.5 miles	Within Walking Distance
Other Neighborhood-Serving Amenities	Beirut Restaurant and Grocery	300 E 1st St, Flint, MI 48502	0.5 miles	Within Walking Distance
Other Neighborhood-Serving Amenities	Hallwood Plaza	4813 Clio Rd, Flint, MI 48504	7 miles	Within 30 Minute Bus Route
Other Neighborhood-Serving Amenities	Goodwill	4190 E Court St, Burton, MI 48509	3 miles	Within 30 Minute Bus Route
Other Neighborhood-Serving Amenities	Yorkshire Plaza	4290 Miller Rd, Flint, MI 48507	6 miles	Within 30 Minute Bus Route
Other Neighborhood-Serving Amenities	South Flint Plaza	4817 Fenton Rd, Flint, MI 48507	4 miles	Within 30 Minute Bus Route

The site has been well suited to attract elderly residents and with the addition of the HUD 202 funding is projected to make it even more attractive for lower income residents of the area.