

City of Flint, Michigan

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



Meeting Agenda - Final

Monday, September 13, 2021

4:30 PM

ELECTRONIC PUBLIC MEETING

SPECIAL AFFAIRS COMMITTEE

*Maurice D. Davis, Chairperson, Ward 2
Allan Griggs, Vice Chairperson, Ward 8*

Eric Mays, Ward 1

Kate Fields, Ward 4

Herbert J. Winfrey, Ward 6

Eva Worthing, Ward 9

Santino J. Guerra, Ward 3

Jerri Winfrey-Carter, Ward 5

Monica Galloway, Ward 7

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, the following meeting will be held electronically:

**Flint City Council Special Affairs Committee
Monday, September 13, 2021, at 4:30 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 Solution 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 4:30 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

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

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.

RESOLUTIONS

210429 Contract/Rehmann Robson, LLC/City of Flint/Audit/FY2021

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to engage the services of Rehmann Robson, LLC, for FY2021 auditing services, in the amount of \$236,000.00, for a total contract price of \$711,000.00, plus out-of-pocket expenses [General Fund City Council Acct. No. 101-101.100-801.000.] [NOTE: The City Council adopted Resolution No. 200258 on June 22, 2020, to enter into a three-year contract with

Rehmann Robson, LLC, for a total contract amount of \$701,000.00. On November 23, 2020, the City Council adopted Resolution No. 200479 authorizing an additional \$7,500.00 to cover single audit services. The \$236,000.00 requested this year represents an increase of \$2,500.00 to conform with the Government Financial Officers Association criteria, plus out-of-pocket expenses.]

APPOINTMENTS

210398 Mayoral Appointment/Chief Financial Officer/Robert Widigan

Resolution resolving that the Flint City Council approves the recommendation by Mayor Sheldon Neeley to appoint Robert Widigan as Chief Financial Officer [at an hourly compensation rate of \$64.90 per hour (\$135,000.00 annually).] [General Fund Salary and Wages Acct. No. 101-191.100-703.000 = \$91,967.90 and LCSM-17-FRTA = \$43,032.10.] [NOTE: The difference in compensation between the Interim Chief Financial Officer and Chief Financial Officer is retroactive to August 16, 2021.]

ORDINANCES POSTPONED DUE TO LACK OF QUORUM

NOTE: The following ordinances were moved to Special Affairs due to lack of a quorum at the September 8, 2021, Legislative Committee meeting.

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).

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 Dividend 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.]

ORDINANCES

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).

- 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).

DISCUSSION ITEMS

ADDITIONAL COUNCIL DISCUSSION

ADJOURNMENT



RESOLUTION NO.: 210429

PRESENTED: SEP 13 2021

ADOPTED: _____

BY THE COUNCIL:

**RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO AN
AGREEMENT FOR AUDITING SERVICES WITH REHMANN ROBSON FOR THE
FY2021 AUDIT**

On June 22, 2020, Flint City Council adopted resolution #200258 to enter into a three-year agreement with Robson Rehmann for a total contract amount of \$701,000.00 to conduct the FY2020 (Year #1 \$225,000), FY2021 (Year #2 \$233,500), and FY2022 (Year #3 \$242,500) audits for a total contract amount of \$701,000.00; and

WHEREAS, on November 23, 2020, Flint City Council adopted resolution #200479 authorizing an additional \$7,500.00 in spending to cover single audit services for a total aggregate three-year amount of \$708,500; and

WHEREAS, Robson Rehmann has submitted an engagement letter to perform the City of Flint annual FY2021 audit for an amount of \$236,000.00. This amount represents an increase of \$2,500.00 to present the City's financial statement in conformity with the Government Financial Officers Association criteria, plus out-of-pocket expenses. Funding will come from City Council Professional Services account #101-101.100-801.000.

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to engage the services of Rehmann Robson for FY2021 auditing services for the amount of \$236,000.00, for a total contract price of \$711,000.00, plus out-of-pocket expenses.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Angela Wheeler
Angela Wheeler (Sep 10, 2021 10:37 EDT)
Angela Wheeler, Chief Legal Officer

Robert J. F. Widigan
Robert J.F. Widigan, Interim Chief Finance Officer

CITY COUNCIL:

Kate Fields, Council President

July 16, 2021

Kate Fields
Council President
City of Flint
1101 South Saginaw Street
Flint, MI 48502

Enclosed is the engagement letter for the *City of Flint* for the year then ended June 30, 2021. *Government Auditing Standards* (as amended) require that we communicate, during the planning stage of an audit, certain information to the City Council. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting. The engagement letter includes the items which must be communicated to the City Council.

Therefore, please make copies of the attached engagement letter and forward the copies to the City Council.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

Sincerely,

Rehmann Lohman LLC

Enclosures

July 16, 2021

City Council
City of Flint
1101 South Saginaw Street
Flint, MI 48502

We are pleased to confirm our understanding of the services we are to provide the *City of Flint* (the "City") for the year then ended June 30, 2021.

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year then ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules Required by GASB 68 – Pension Plan
3. Schedules Required by GASB 75 – OPEB Plan

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund financial statements
2. Schedule of expenditures of federal awards

The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory section of the Comprehensive Annual Financial Report
2. Statistical section of the Comprehensive Annual Financial Report

Audit Objectives

The objective of our audit is the expression of opinions as to whether the City's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit of the City's financial statements does not relieve management or those charged with governance of their responsibilities. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and with the Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the [Governing Body] of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our audit report. If our opinions on the financial statements or the Single Audit compliance opinion are other than unmodified, we will discuss the reasons with management in advance. If circumstances occur and come to our attention related to the condition of the City's records, the availability of sufficient, appropriate audit

evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the City is incorrect, incomplete, inconsistent, misleading, contains material omissions, or is otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

As we have discussed, we intend to make reference to the audits of Hurley Medical Center, Downtown Development Authority and Flint Area Enterprise Community, performed by other auditors.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote. For this purpose, materiality has been defined as "the magnitude of an omission or misstatement of accounting and financial reporting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement."

Audit Procedures and Our Responsibilities—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention including such matters related to components. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, including those related to components, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and

financial institutions. We may request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

We have advised the City of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets) notwithstanding our obligations per the Single Audit Amendments of 1996 and the Uniform Guidance. We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the City has not engaged us to do so and does not wish us to do so at this time.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance. As part of the audit, we will assist with preparation of the City's financial statements, schedule of expenditures of federal awards, and related notes, as well as the data collection form. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and the data collection form, and that management has reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Management agrees to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of these or other nonattest services performed by our Firm; and understand and accept responsibility for the results of such services.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management functions or responsibilities.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the City and its business environment, including internal control over financial reporting sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures that are appropriate in the circumstances. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control, or to identify significant deficiencies or material weaknesses in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and the Uniform Guidance including such matters related to components]. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the City's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the City's attention by us.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is solely and completely responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and internal control over compliance, and for ongoing monitoring activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for the selection and application of accounting principles including those related to components; for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the City's financial statements is accounting principles generally accepted in the United States of America (GAAP).

Management is also solely and completely responsible for making all financial records and related information available to us, and for ensuring that financial information is reliable and properly recorded. Management is also responsible for providing us with (1) access to all information of which management is

aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

For the purposes of this letter, related parties mean members of the governing body; board members; administrative officials; immediate families of administrative officials, board members, and members of the governing body; and any companies affiliated with or owned by such individuals.

Management's responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We understand that management will provide us with such information required for our audit, including a reasonably adjusted trial balance, and that management is responsible for the accuracy and completeness of that information. Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

We will advise management and the City Council about appropriate accounting principles and their application and may assist in the preparation of the City's financial statements, but the ultimate responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the City's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements, and the implications of such entries on the City's internal control over financial reporting. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these nonattest services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud, suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the conclusion of fieldwork.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we reported on the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no

later than the date the schedule of expenditures of federal awards is issued with our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that management believes the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the supplementary information in accordance with GAAP; (b) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

We are not hosts for any City information. Management is expected to retain all financial and non-financial information that management uploads to a portal (document sharing site), and management is responsible for downloading and retaining in a timely manner anything we upload. Portals are meant as a method only of transferring and sharing data, and are not intended for the storage of City information, which may be deleted at any time. Management is expected to maintain control over the City's accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of the City's data or records. Giving us access to the City's accounting system does not make us hosts of information contained within.

Fees

The estimated fee for the audit of the financial statements will be charged at rates commensurate with the value of our professional services rendered and are not expected to exceed \$236,000 (which includes an additional \$2,500 to present the City's financial statements in conformity with the Government Finance Officers Association (GFOA) criteria, plus out-of-pocket costs such as mileage, food and hotels for the staff assigned to the City's audit while they are on-site at the City performing the audit. Out-of-pocket expenses are not expected to exceed \$10,000. The above fee includes a single audit with up to three major programs. If additional major programs are required to be tested in accordance with the Uniform Guidance, our fee will be increased by \$7,500 for each major program in excess of three. Rehmann will notify City Council in writing as soon as practical after identification of the need for testing of additional major programs in accordance with the Uniform Guidance and in advance of incurring these fees. Since advanced preparation is essential to an efficient audit process, (as trying to audit a moving target is inherently difficult and costly), if the City does not have the necessary staff (either City employees or supplemental employees provided by outside contractors) to appropriately prepare for the audit there will be an additional fee of \$41,200. Rehmann will notify City Council in writing explaining the additional fee as soon as practical after the identification of the problem and in advance of incurring the aforementioned fees. This additional fee is separate from any change orders that the City may approve for our assistance in preparing a reasonably adjusted trial balance.

If we are requested to perform any tasks outside the normal scope of an audit, we will discuss the related circumstances with City Council Finance Committee chair and arrive at a fee estimate for the additional requested assistance, at which time a change order will be prepared for Council's approval prior to Rehmann incurring additional cost. In these circumstances, we will issue a change order form (an attached example is provided) to document the agreement between the City and Rehmann.

Our invoices for these fees will be rendered each month as work progresses and are payable within 14 days of presentation.

The following items will be required of the City:

1. City finance staff will meet with Rehmann by September 3, 2021 to develop a mutually agreed upon milestone timeline for the entire audit process that will allow for the issuance of the City's reports no later than December 17, 2021.
2. Once this timeline is set, if the City is not able to meet certain milestones in the agreed upon timeline and the audit cannot be issued by December 17, 2021, then the audit will not be completed and issued until subsequent to December 31, 2021 (i.e., it is understood that Rehmann staff will be unavailable during the holidays (December 18-31)).
3. The City will provide reasonably adjusted trial balances, schedule of expenditures of federal awards, general ledger detail and substantially all reconciled supporting documentation one week before the agreed upon fieldwork date.
4. The City staff (and outside contractors, if any) will be responsive to all audit requests and provide necessary information in a timely manner.

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the City's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-

time application of significant new professional accounting or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

Engagement Administration, and Other

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with management the electronic submission and certification. If applicable, we will provide copies of our reports for the City to include with the reporting package the City will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Rehmann and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of Rehmann personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our audit engagement and our responsibility as auditors ends on delivery of our audit report to the City Council at the Regular or Special Board meeting. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we provide the City with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2020 peer review report accompanies this letter.

This engagement letter, including the attached Rehmann Audit Engagement Letter Terms and Conditions which are incorporated herein by reference as if set forth within the body of this engagement letter in their entirety, reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the City and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

We appreciate the opportunity to be of service to the City and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.

Handwritten signature of Doug Deeter in black ink.

Doug Deeter, CPA – Principal
Executive responsible for supervising the
engagement and signing our report
Stephen Blann, CPA, CGFM - Principal

ACKNOWLEDGED AND ACCEPTED:

This letter correctly sets forth the understanding of *City of Flint*.

Officer Signature

Printed Name

Title

Date

Rehmann Audit Engagement Letter Terms and Conditions

ADDITIONAL SERVICES - The City may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

CODE OF CONDUCT - Management is responsible for identifying any violations by employees of the City's code of conduct.

CHANGES IN STANDARDS, LAWS AND REGULATIONS - We perform services for the City based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The City can always obtain reassurance in this regard by contacting us for an updated review of the City's situation.

MANAGEMENT'S REPRESENTATIONS - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete, inconsistent, or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the City agrees that we shall not be responsible for any material misstatements in the City's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, inconsistent, or misleading representations that are made to us by management. In addition, the City further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management.

CLIENT ASSISTANCE - We understand that the City's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the City's financial affairs.

WORKSPACE - The City shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

TIMELY DECISIONS AND APPROVALS - The City understands that Rehmann's performance is dependent on the City's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by City personnel.

ACCURACY AND COMPLETENESS OF INFORMATION - Management agrees to ensure that all information provided to us is accurate, complete, and consistent in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

EMAIL - The City acknowledges that (a) Rehmann, the City and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

OFFERS OF EMPLOYMENT - Professional standards require us to be independent with respect to the City in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we

request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the City desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the City, a market-driven compensation placement fee may apply.

ADDITIONAL FEES AND BILLING POLICIES - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the City. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the City has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of City personnel, as required, and that there is a reasonable continuity of City personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the City. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the City is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the City of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the City's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The City will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

Rehmann Audit Engagement Letter Terms and Conditions

Rehmann charges a 3% convenience fee on credit card payments.

CLAIMS - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the City agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

TERMINATION OF SERVICES - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The City is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the City's right to terminate our services at any time, and the City acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the first paragraph of the Audit Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the City seeks damages allegedly resulting from such resignation, our maximum liability to the City in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a CAFR), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the City agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet Web site, the City understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City decides to include, publish or otherwise reproduce our audit report on the financial statements at a date subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering or other disclosure document such as a prospectus, official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances, the City agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the City's agent (such as an underwriter, bond counsel, placement agent, financial advisor, broker-dealer, etc.) requests

our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the City wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

INFORMAL ADVICE - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

THIRD PARTY PROCEEDINGS - As a result of our prior or future services to the City, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the City as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the City.

PEER REVIEW - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the City may be selected by the other firm for their review. If it is, the other firm is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the City reviewed by our peer reviewer, please notify us in writing.

PROMOTIONAL MATERIALS - The City consents to Rehmann's use of your City name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

MEDIATION - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.



CliftonLarsonAllen LLP
CLAconnect.com

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

September 15, 2020

To the Principals of Rehmann Robson LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Rehmann Robson LLC (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, an audit performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rehmann Robson LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Rehmann Robson LLC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Rehmann

EXAMPLE CHANGE ORDER

Client: *City of Flint* (the "City")

Date:

Project Description (and estimated completion date, if appropriate):

Estimated Additional Fees: \$_____

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated July 16, 2021. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the City's records. Thank you for letting us serve the City.

Agreed to and accepted:

Officer Signature

Printed Name

Title

Date

City of Flint
439871

Rehmann

E-Billing Enrollment/Confirmation

Timely and easy-to-access invoices and statements will now be emailed to you. Please provide your contact information below to start taking advantage of electronic invoicing and statements.

Primary Billing Contact: _____

Billing Phone Number: _____

Email Address: _____

Comments:

If you are already taking advantage of e-Billing, we will confirm this information in our systems. Additionally, the billing contact will receive information on e-Payment options to simplify your accounts payable process.



210398

RESOLUTION NO.: _____

PRESENTED: AUG 18 2021

ADOPTED: _____

**RESOLUTION APPROVING THE APPOINTMENT OF ROBERT WIDIGAN AS
CHIEF FINANCIAL OFFICER**

BY THE MAYOR:

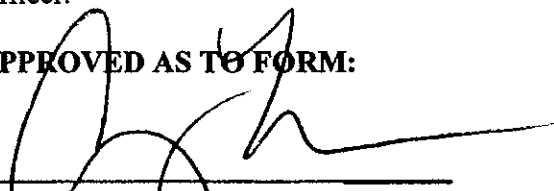
Pursuant to Flint City Charter Section 4-203(D), the Mayor of the City of Flint hereby appoints Robert Widigan as the Chief Financial Officer.

WHEREAS, the Chief Financial Officer shall be paid a salary based on an annual compensation rate of One-Hundred and Thirty-Five Thousand Dollars (\$135,000.00/\$64.90 hourly rate) (\$91,967.90) paid from account 101-191.100-703.000 Wages and Salaries and (\$43,032.10) paid from 296-172.100-703.000 (LCSM-17-FRTA), with the difference in compensation between the Interim Chief Financial Officer and Chief Financial Officer retroactive to August 16, 2021. The terms of appointment and resume are attached.

WHEREAS, Mayor Sheldon Neeley recommends that Robert Widigan be appointed as the Chief Financial Officer.

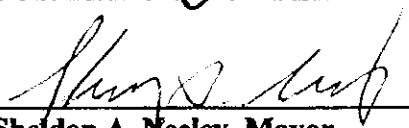
NOW THEREFORE BE IT RESOLVED that the Flint City Council approves the recommendation by Mayor Sheldon Neeley to appoint Robert Widigan as the Chief Financial Officer.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:



Sheldon A. Neeley, Mayor

APPROVED AS TO FINANCE:



Shelbi Frayer (Aug 5, 2021 10:04 EDT)
Shelbi Frayer, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Kate Fields, City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 8.3.2021

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Approving Robert Widigan Appointment to Chief Financial Officer

PREPARED BY

City of Flint Legal Department

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution authorizing the appointment of Robert Widigan as Chief Financial Officer. Mr. Widigan will be paid a salary based on an annual compensation rate of One-Hundred and Thirty-Five Thousand Dollars (\$135,000.00/\$64.90 hourly rate) and paid from account 101-191.100-703.000

FINANCIAL IMPLICATIONS: Payment shall be drawn from appropriated funds in and line item 101-191.100-703.000 (\$91,967.90) Wages and Salaries and account 296-172.100-703.000 (LCSM-17-FRTA) (\$43,032.10)

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

DEPARTMENT HEAD SIGNATURE:

(PLEASE TYPE NAME, TITLE)

ROBERT J.F. WIDIGAN

310 N. Cedar St., Apt. 411 | Lansing, MI 48912 | 810.569.8296

rwidigan@gmail.com | www.robertwidigan.com

Experienced professional with a proven track record of success working in local and state government. I am looking for the opportunity to build lasting relationships and help the City of Flint move forward towards further success. Over the past 12 years, my work in local and state government has resulted in a deep understanding of the critical financial and operational issues facing local governments and how communities work and interact with each other.

SUMMARY OF PROFESSIONAL EXPERIENCE

- » Manages the fiscal operations of the City of Lansing including accounting, purchasing, budget preparation and monitoring, investment and debt management, reporting and audit compliance, financial projections and analysis, fringe benefits, and retirement funds
- » Serves as the City of Lansing's chief spokesperson regarding City finances and City policy to the City Council and other local community officials
- » Prepare financial forecasts, budgetary assessments, and fiscal policy recommendations
- » Oversees the financial management and planning and acts as the Mayor's representative in various arenas for the City
- » Develops or acquires financial systems for the City to ensure that fiscal management of the City's resources is accomplished in the most cost-effective, efficient manner, consistent with legal and regulating requirements
- » Seasoned municipal administrative professional, experienced in tasks necessary for local governments, served as the chief executive for Shelby, MI
- » Extensive experience working in local, regional, and state government with a focus on administrative, communications, community outreach, municipal finance, and operational functions
- » Oversaw day to day operations of local government
- » Experience leading 15 plus individuals
- » Experience building diverse and sustainable communities throughout Michigan
- » Development of public policies and local ordinances
- » Review and evaluate complex municipal government budgets, cash flows, and other financial reports
- » Recommends alternative strategies and financial and operational structuring to maximize allocated budget resources for municipal government
- » Formally responsible for analyzing trends, compiling local government data, and preparing reports for long-range strategic planning and recommendations for state support directly to local governments at the Michigan Department of Treasury (Treasury)
- » Experience managing multiple complex projects from conception to completion
- » Ability to adapt to diverse and ever-changing work conditions
- » Excellent team player and ability to work independently
- » Served as the communications and social media liaison for the Bureau of Local Government and School Services within Treasury where I developed and maintained daily social content strategies, promoting statewide Treasury news
- » Experience fostering strong community relations

WORK EXPERIENCE

- | | |
|---|-----------------------|
| Finance Director , City of Lansing, Ingham County, MI | Aug. 2020 – Present |
| Village Manager , Village of Shelby, Oceana County, MI | June 2018 – Aug. 2020 |
| Departmental Analyst , Bureau of Local Government and School Services, Michigan Department of Treasury | June 2014 – June 2018 |
| Co-Chair , Clayton Township Planning Commission, Charter Township of Clayton | May 2015 – June 2018 |
| Treasurer , Genesee County Planning Commission Metropolitan Alliance, Charter Township of Clayton | Jan. 2013 – June 2018 |
| » Jan. 2013 to Mar. 2017 served as Trustee; part-time | |
| President and Police Commissioner , Village of Lennon, Lennon, Michigan | Sep. 2009 – Feb. 2017 |
| » Sep. 2009 to Nov. 2016 served as Councilman for the Village | |
| Intern , Office of Fiscal Responsibility, Michigan Department of Treasury | Jan. 2014 – May 2014 |

VOLUNTEER EXPERIENCE

- | | |
|--|-----------------------|
| Shelby Optimist Club Member , Optimist International | Nov. 2018 – Present |
| Vice-President , Oceana County Economic Alliance, 501(c)(3) | Jan. 2019 – Aug. 2020 |
| Shelby Rotary Club Member , Rotary International | July 2018 – Aug. 2020 |
| Founding Member , Shelby Roars, Shelby, Michigan | Aug. 2018 – Aug. 2020 |

EDUCATION

- | | |
|---|------------------------|
| Bachelor of Business Administration (BBA) , University of Michigan – Flint, School of Management | Feb. 2012 – May 2014 |
| » Concentration in Accounting , GPA of 3.19 | |
| » Beta Alpha Psi , International Honor Organization for Financial Information Students and Professionals | |
| Business Transfer , Mott Community College, Flint, Michigan | Sept. 2008 – Apr. 2012 |

HARD SKILLS

- » BS&A and OneSolution
- » Budget Development and Implementation
- » Budgetary Assessments
- » Community Marketing
- » Economic Development
- » Fiscal policy recommendations
- » Microsoft Office Suites and Google Apps
- » Policy and Ordinance Development
- » Project Management

SOFT SKILLS

- » Adaptable
- » Attention to Detail
- » Collaboration
- » Community Outreach and Communication
- » Effective Communication
- » Problem Solving
- » Punctuality
- » Self-Management
- » Time Management

ROBERT WIDIGAN TERMS OF APPOINTMENT

The Mayor of the City of Flint hereby appoints **Robert Widigan** as Chief Financial Officer in accordance with the provisions of Flint City Charter §§4-203(D) & 1-501.

1. **Scope of Services:** Under the general supervision of the Mayor and City Administrator, the Chief Financial Officer duties shall include those enumerated for the Chief Financial Officer in the Flint City Code of Ordinances, Chapter 2, Article XV, Department of Finance, the Chief Financial Officer Job Description and other duties that shall from time-to-time be required, in the absolute discretion of the Mayor, or his designee and; she shall be subject to all work rules and policies established by the City of Flint.

2. **Term of Appointment:** This appointment shall commence on April 15, 2021, 2021 and shall continue at the will of the Mayor.

3. **Compensation:** The Chief Financial Officer shall be paid a salary based on an annual compensation rate of One-Hundred and Forty-Eight Thousand Dollars (\$135,000.00/\$64.90 hourly rate). This salary shall be payable in regular timely installments, in the same manner as other employees of the City of Flint are paid. Such earnings shall be paid from account 101-191.100-703.000 (\$91,967.90), Wages & Salaries and account 296-172.100-703.000 (LCSM-17-FRTA) (\$43,032.10) with the difference in compensation between the Interim Chief Financial Officer and Chief Financial Officer made retroactive to August 16, 2021. The funding from the Mott Capacity Grant is contingent upon the availability of the funding. In the event, that the funding from the Mott Capacity Grant is no longer available, the salary will be reduced to \$91,967.10 unless other funding sources subsequently supplement the \$43,032.10.

4. **Benefits:** The Chief Financial Officer will be provided with fringe equal to those now or hereinafter provided for an exempt employee allocated above Level 23 including, but not limited to health care coverage, dental insurance, life insurance, personal time off, holiday pay, etc.; but expressly excluding membership in the Civil Service System. However, the Chief Financial Officer shall be eligible to participate in the City of Flint Hybrid Pension Plan as provided to other appointed officials, which may change from time-to-time. The Chief Financial Officer shall be 100% vested at all times, with respect to his own contributions.

For the purposes of providing to the Chief Financial Officer the above compensation and fringe benefits, the City of Flint shall place the Chief Financial Officer on the City's regular payroll so that all of said compensation and fringe benefits shall be provided to the Chief Financial Officer in the same manner as other employees of the City of Flint.

5. **Indemnification and Insurance:** The City of Flint shall indemnify and provide appropriate insurance coverage for the Chief Financial Officer for any attorney's fees, reasonable costs, and damage awards incurred by the Chief Financial Officer as a result of any malpractice action brought against him by any person as a result of his performance of duties pursuant to his Appointment. To the fullest extent permitted by law, the City of Flint shall defend, pay on behalf of, indemnify and hold harmless the Chief Financial Officer against any and all claims, demands, suits, or losses, including, but not limited to, civil rights actions, and providing for all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Chief Financial Officer by reason of any injuries or damages including losses

that may arise as a result of his acts, omissions, faults or negligence in connection with the performance of the terms of his appointment. The City of Flint shall provide appropriate insurance coverage, although, the full indemnification of the Chief Financial Officer as articulated above shall not be in any way limited by the insurance coverage chosen by the City of Flint.

6. **Termination:** The City may terminate, without cause, this Agreement (and the resultant employment relationship) with the Chief Financial Officer before the expiration set forth herein. In the event that this Agreement is terminated without Good Cause, the Chief Financial Officer shall be entitled to accrued PTO.

The City may terminate, for Good Cause, this Agreement (and the resultant employment relationship) with the Chief Financial Officer before the expiration set forth herein. In the event that this Agreement is terminated with Good Cause, the Chief Financial Officer shall be entitled to accrued PTO.

The Chief Financial Officer may voluntarily terminate this Agreement before the expiration of the term set forth herein by providing fourteen (14) days advanced written notice, unless agreed upon otherwise by the Parties. In the event that this Agreement is terminated pursuant to this subsection, the Chief Financial Officer shall be entitled to accrued PTO.

"GOOD CAUSE". For purposes of this Agreement the term "good cause" is defined as sole proven acts or omissions as follows:

A. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by the Chief Financial Officer under this Agreement or applicable law.

B. Any misconduct of the Chief Financial Officer involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to the Chief Financial Officer's official duties hereunder.

C. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by the Chief Financial Officer, of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the Chief Financial Officer in his official capacity.

7. **Waiver of Claims:** Appointee agrees, in consideration for accepting payment pursuant to this Agreement, that Appointee will not file a lawsuit or claim of any type in any forum against the City for actions arising in any way related to employment by the City, and that if Appointee does, the lawsuit or claim will be immediately dismissed; and, notwithstanding the fact that the terms of this Agreement shall otherwise remain in full force and effect, Appointee will return to the City all of the consideration received from the City as a result of this Agreement, and Appointee will pay to the City all of the costs, expenses, and attorney fees incurred by the City in defending against such a lawsuit or claim. However, nothing in this

Agreement shall prevent Appointee from filing suit to challenge this Agreement or to enforce the terms of this Agreement.

8. **Whole Agreement:** Any additions, deletions or modifications to these terms of appointment must be in writing and signed by both parties. This document, consisting of three (3) pages in its entirety, embodies the entire agreement between the parties hereto.

Dated this _____ day of August 2021.

APPOINTEE:

Robert Widigan

FOR THE CITY:

APPROVED AS TO FORM:

Sheldon A. Neeley, Mayor

Angela Wheeler, Chief Legal Officer

S:\AWO\Terms of Appointment\Robert Widigan\2021.08.02 (Permanent) Widigan Terms of Appointment Chief Financial Officer.doc

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

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
Yearly Rental Income
Vacancy/Loss (8%)
Potential Gross Income
Expenses(45%)
Net Operating Income
Cap Rate of 13%
SEV/TV
Potential Taxes AD Valorm
PILOT Taxes @ 4%

\$59,500
\$714,000
(\$57,120)
\$656,880
\$295,596
\$952,476
\$7,326,738
3,663,369
\$249,782
\$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 ¼ 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



DATE: 10/1/2010
DRAWN BY: J. L. HARRIS
CHECKED BY: J. L. HARRIS
PROJECT: CLARK COMMONS PHASE 3B

SCALE: 1" = 100'

DATE: 10/1/2010

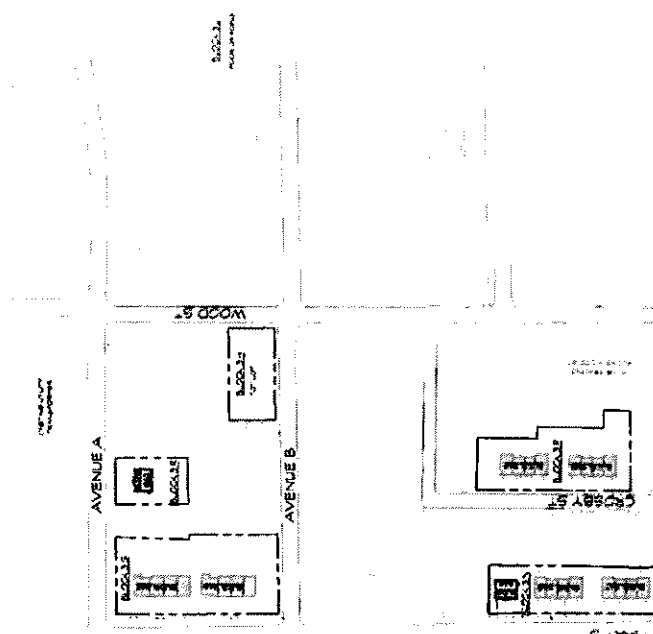
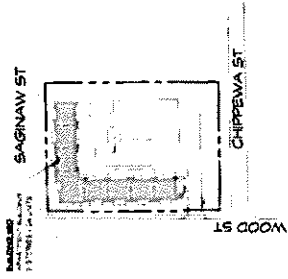
PROJECT: CLARK COMMONS PHASE 3B

REVISION

CLARK COMMONS
PHASE 3B TOWNHOMES
MICHIGAN

4-1

TUXCO, SHAFER &
ASSOCIATES, P.C.
ARCHITECTS AND PLANNERS
1000 W. WOOD ST., SUITE 100
ANN ARBOR, MI 48106
PHONE: 734.769.1234 FAX: 734.769.1235
WWW.TUXCO-ARCHITECTS.COM



**DEVELOPMENT PRO FORMA
AND
OPERATING PRO FORMA**

2.4.2021

100% MONEY BACK GUARANTEE
 If you are not satisfied with your purchase, we will refund your money.

[illegible]

Operating Budget:

	Year 1 (2022)															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1 Total Income	521,559	532,031	542,671	553,329	564,595	575,867	587,405	599,153	611,136	623,359	635,826	648,543	661,513	674,745	688,239	701,995
2 Management	45,000	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715	60,476	62,289	64,159	66,086	68,071	70,115
3 Management Fee (8%)	31,286	32,235	33,202	34,196	35,224	36,281	37,369	38,480	39,615	40,774	41,958	43,167	44,401	45,661	46,947	48,260
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	11,747	12,095	12,450
5 Legal	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	5,139	5,292	5,448
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	6,608	6,805	7,007
7 Office Supplies/phones/comp	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	8,077	8,318	8,565
8 UMTC Monitoring Fee	0	0	0	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	127,602	131,430	135,372	139,434	143,619	147,928	152,362
10 Janitorial/ Grounds contract	8,500	8,755	9,018	9,288	9,567	9,854	10,149	10,454	10,768	11,091	11,423	11,765	12,119	12,486	12,857	13,233
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	7,344	7,565	7,792
12 Externalizing	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	5,139	5,292	5,448
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	6,608	6,805	7,007
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	6,608	6,805	7,007
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	11,011	11,337	11,671
16 Maintenance Payroll	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597	25,335	26,095	26,878	27,685	28,515	29,368	30,245	31,138
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	6,608	6,805	7,007
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	5,874	6,049	6,228
19 Elevator Contract	0	0	0	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	6,608	6,805	7,007
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	5,874	6,049	6,228
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	8,813	9,078	9,351
23 TOTAL	76,500	78,795	81,169	83,594	86,101	88,694	91,345	94,085	96,908	99,815	102,810	105,894	109,071	112,342	115,708	119,170
24 Fuel Oil	0	0	0	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	5,874	6,049	6,228
26 Water/Sewer	53,700	55,311	56,970	58,679	60,443	62,263	64,121	66,044	68,028	70,066	72,168	74,333	76,563	78,867	81,246	83,691
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	17,621	18,137	18,667
28 Other	0	0	0	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	102,357	105,424	108,577
30 Real Estate Taxes	19,212	19,788	20,382	20,993	21,623	22,272	22,940	23,628	24,337	25,067	25,819	26,594	27,392	28,213	29,057	29,925
31 Payroll Burden	23,000	23,690	24,401	25,133	25,887	26,663	27,463	28,287	29,136	30,010	30,910	31,837	32,793	33,777	34,789	35,829
32 Other Taxes	0	0	0	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	51,401	52,937	54,511
34 Fidelity Bond	0	0	0	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	0	0	0
36 TOTAL	77,212	79,528	81,914	84,372	86,903	89,510	92,195	94,961	97,810	100,744	103,766	106,879	110,088	113,393	116,795	120,195
37 Operating Res.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38 Replace Res.	15,600	16,068	16,548	17,047	17,558	18,085	18,627	19,186	19,762	20,354	20,965	21,594	22,242	22,910	23,597	24,304
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	494,613	509,437	524,681
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	180,137	178,812	177,334
MTF RESERVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OOD Draw	0	0	0	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	0	0	0
Total Draw from OOR	0	0	0	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	161,318	161,248	161,077	160,802	160,416	159,914	159,291	158,541	157,657	156,639	155,486	154,208
Add Exp	0	0	0	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	154,066	154,066	154,066
Debt Service	30,725	31,053	31,286	31,420	31,449	31,369	31,173	30,856	30,412	29,835	29,118	28,256	27,240	26,083	24,729	23,175
Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ASSUMPTIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual cost increase of 3%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rent increase of 2%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PUPY w/RR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PUPY w/out RR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Permanent Debt 2,200,000 Interest Rate 5.75% Debt Service Constant 30 Term 30

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/Etco/VCVR	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	430,326	286,885
17 Closing Costs (BoA-\$55k, \$15k Perm)	72,860	43,776	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 6%, 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	19,618,329	19,618,329	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 Deleasance	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 OTHS	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	CNI	5,290,128
Taxable Perm Loan (5.75%, 30 yrs.)	2,200,000	FHC/MDEQ	0
City HOME	0	Construction Loan	13,064,000
FHC	0	City HOME	0
Fed Tax Credit Equity	13,971,413	Equity	0.120961284
EGLE BRU	0	TOTAL	20,044,128
Deferred Fee	0		
TOTAL	21,461,541		
* Total const cost per sf	\$263.96		
Tax credit basis	\$20,510,125	% TC	78.85%
Applicable %9 fed perm r	9.00%	ELIG.	\$1,455,501
		Value at	\$0.980
		REQ.	\$1,455,501
		Total	13,971,413
Hard Cost per door	355,161		

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.

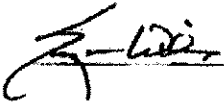
6. Binding effect. This agreement shall bind and benefit the parties' successors and assigns. The Buyer may assign its interest under this agreement only with written consent from the Seller.

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


Claude 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 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.

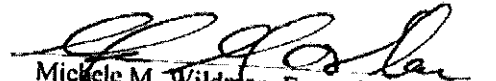
13. Effective date. The effective date of this agreement, i.e., the date on which the timing provisions and contingencies of this agreement begin (the Effective Date), will be the date on which the last person to sign this document will have signed the document. If the parties fail to insert the date 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. MCCARTHY

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

★
NORSTAR
DEVELOPMENT USA, L.P.

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.
Lori 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

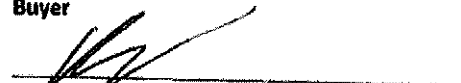
Date 8/26/20

Witness



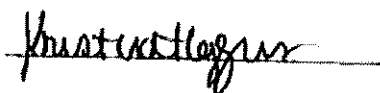
Date 8/25/2020

Buyer


Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

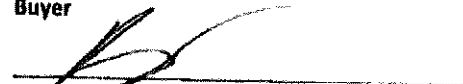
Date 8/25/2020

Witness



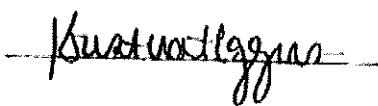
Date 8/25/2020

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

Witness

Kristina Higgins

Date

3/14/2019

Seller

Michael M. Wildman
Michael M. Wildman, Executive Director
Genesee County Land Bank Authority

Date

3/31/2019

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.

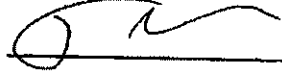
THEREFORE, the Purchase price for Clark Commons II Limited Dividend Housing Association, LLC will be Seven Thousand Nine Hundred Dollars (\$7,900). The deposit for the Option Agreement (\$1,500) and the considerations for the March 14, 2019 Amendment (\$1,500) will be credited towards phase II. The Purchase 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.

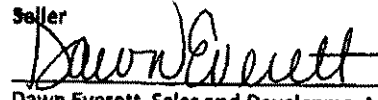
This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.

Witness



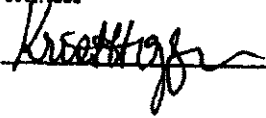
Date 12/13/19

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.

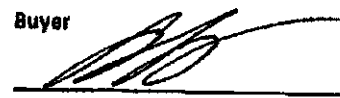
Date 12/5/19

Witness



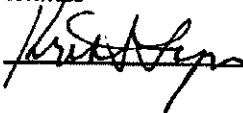
Date 12/5/19

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	VI 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	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 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.

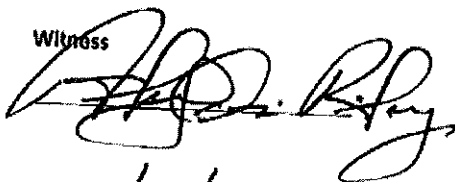
THEREFORE, parcel 40-12-204-006, 40-12-204-007, 40-12-204-008, 40-12-204-015, 40-12-204-016, 40-12-204-017, 40-12-206-012, and 40-12-206-014 will be removed from the Option.


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.

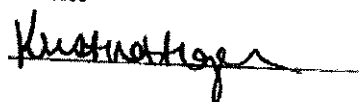
*) NOW THEREFORE, the Option Agreement deadline to execute will be extended from November 30, 2020 to November 30, 2021 for the consideration of One Thousand Five-Hundred Dollars (\$1,500) paid by the Buyer to the Seller, receipt of which the Seller acknowledges.


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.

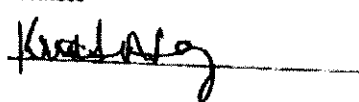
This amendment may be executed in any number of counterparts with the same effect as if all signing parties have signed the same document.


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 MARYST; 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 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.

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

Dawn Everett

4.4.19
Date

Seller

Michelle M. Wildman
Michelle M. Wildman, Executive Director
Genesee County Land Bank Authority

04/04/2019
Date

Witness

Richard L. 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	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
<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, PT 40-12-281-009; SPLIT ON 10/17/2012 FROM PT 40-12-281-061;	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	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	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 S 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 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 <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 <i>Block P</i>	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
40-12-256-016	VL Avenue 8, 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 <i>Block I</i>	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

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
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, Flnt 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 NLY LINE OF SD LOT 11. 72 FT ELY FROM NWLY COR OF SD LOT; TH ELY ALG SD NLY 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 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 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 NLY LINE OF SD LOT, 72 FT ELY FROM BEG; TH WLY ALG SD NLY 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, SO CALLED, 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 N. Everett [Signature]
Dawn Everett, Sales and Development Manager
Genesee County Land Bank Authority

Date 5-29-2020

Witness

[Signature]

Date 5/19/20

Buyer

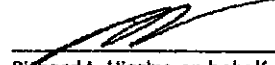
[Signature]
Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

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.

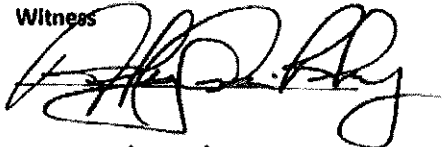
NOW, THEREFORE parcel 40-12-230-001, 40-12-230-002, and 40-12-230-029, more thoroughly describe in Exhibit D, will be added to the option and assigned to Clark Commons III Limited Dividend Housing Association, LLC.

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

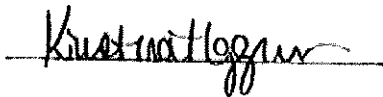


Michael Freeman, Executive Director
Genesee County Land Bank Authority

Date

8/26/20

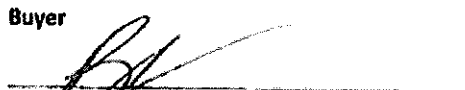
Witness



Date

8/26/2020

Buyer



Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

Date

8/26/2020

Witness

Richard J. Higgins

Buyer

Richard J. 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



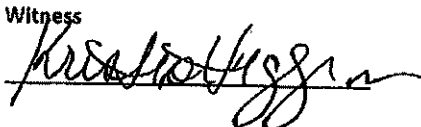
Date 1/26/2021

Seller


Michael Freeman, Executive Director
Genesee County Land Bank Authority

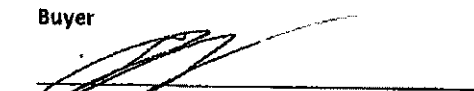
Date 1/26/21

Witness



Date 1/25/2021

Buyer


Richard L. Higgins, on behalf of
Norstar Development USA, L.P.

Date 1/25/2021

Witness

Richard L. Higgins

Date 1/25/2021

Buyer

Richard L. Higgins
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'y line of Ave B, 50 ft S'y from S'y line of Mary St; th S'y alg sd E'y line, 34 ft to
a pt 353.62 ft N'y from N'y line of Wood St; th E'y par with S'y line of Mary St, 132 ft to a pt
354.32 ft N'y from N'y line of Wood St; th N'y par with E'y line of Ave B, 34 ft th W'y par with
S'y 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 d/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)**

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

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

210424

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.**

**(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