

# **City of Flint, Michigan**

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



## **Meeting Agenda - Final**

**Monday, February 24, 2020**

**4:30 PM**

**Committee Room**

### **SPECIAL AFFAIRS COMMITTEE**

***Maurice D. Davis, Chairperson, Ward 2***

***Eric Mays, Ward 1  
Kate Fields, Ward 4  
Herbert J. Winfrey, Ward 6  
Allan Griggs, Ward 8***

***Santino J. Guerra, Ward 3  
Jerri Winfrey-Carter, Ward 5  
Monica Galloway, Ward 7  
Eva L. Worthing, Ward 9***

***Inez M. Brown, City Clerk***

***Davina Donahue, Deputy Clerk***

## ROLL CALL

## 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.*

## REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

*Council shall vote to adopt any amended agenda.*

## PUBLIC SPEAKING

*Members of the public shall have no more than two (2) minutes to address the City Council on any subject.*

## COUNCIL RESPONSE

*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 (2) minutes and is subject to all rules of decorum and discipline.*

## RESOLUTIONS

### 200098 Information Builders, Inc./Cloud and Software Access

Resolution authorizing the proper City Officials to issue a purchase order to Information Builders, Inc. for Cloud and Software access for a two-year period, in an amount NOT-TO-EXCEED \$114,012.00 (FY19-20) and \$114,012.00 (FY20-21), for a grand total \$228,024.00, as requested by the Police Department.

### 200099 CO#1/Contract/Wade Trim/Water Main Replacement Preliminary Design

Resolution resolving that the proper City Officials are authorized to enter into change order #1 [to the contract] with Wade Trim for extension of the scope of work for preliminary design for the Water Main Replacement, in an amount NOT-TO-EXCEED \$60,000.00, and a revised aggregate amount of \$375,000.00, as requested by Transportation.

### 200100 Second Amendment/Park Partnership Agreement/City of Flint/Genesee County Parks and Recreation Commission

Resolution authorizing the appropriate City Officials to do all things necessary to enter into the Second Amendment to the Park Partnership Agreement with the Genesee County Parks and Recreation Commission [GCPRC], in the amount of \$321,915.00, as requested by Planning and Development. [NOTE:

Pursuant to mutual covenants contained in the Park Partnership Agreement adopted June 27, 2014, the City of Flint and the GCPRC seek to enter into the Second Amendment to transfer funds granted by the Charles Stewart Mott Foundation to the Commission.]

**200101**      Cancel Spending Authority/Community Development Block Grant (CDBG)/Police Activities League (PAL)

Resolution resolving that the appropriate City Officials are authorized to do all things necessary - including budget amendments - to cancel spending authority and revenue recognition in the revenue and expense accounts previously established [City of Flint Police Department/PAL @ 30,000.00], in the amount of \$30,000.00, in order to make available for future reprogramming to other CDBG eligible activities, as requested by Planning and Development.

**200102**      Amendment/Grant Agreement/Michigan Department of Environment, Great Lakes, and Energy (EGLE)/Brownfield Grant Contract

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to amend an existing grant agreement with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Grant Code No. SDEQ-19-BRDP, for an increase of \$500,005.00, and a total award of \$1,000,000.00, as requested by Planning and Development. [NOTE: EGLE has granted the City and housing partner an additional \$500,005.00 for the purpose of environmental remediation within Choice Neighborhoods Phase II housing development.

## **APPOINTMENTS**

## **ORDINANCES**

**200085**      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 (CC). [NOTE: The PILOT is for the Grand Flint Limited Dividend Housing Association, LP, a Michigan Limited Partnership. The annual service charge for the class of persons of low and moderate income shall be equal to four (4) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

## **DISCUSSION ITEMS**

## **NEW BUSINESS**

## **ADDITIONAL COUNCIL DISCUSSION**

## **ADJOURNMENT**

200098

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 2-24-2020

ADOPTED: \_\_\_\_\_

**RESOLUTION TO INFORMATION BUILDERS, INC. FOR  
CLOUD & SOFTWARE ACCESS FOR THE POLICE DEPARTMENT**

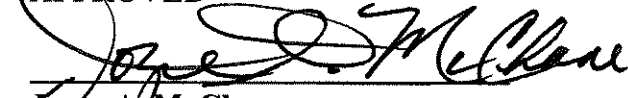
BY THE MAYOR:

The Police Department is requesting the issuance of a purchase order to purchase Cloud and Software access from Information Builders, Inc. using the U. S. General Services Administration (GSA) Contract #35F0265x); and

This software is part of the City of Flint Police Department's TIP Grant. The software is for Real-Time Tactical Intelligence with video Integration. This access is for a two-year period. Funding for said services will come from the following accounts: 296-301.601-931.000 – FDOJ-TIPS18 for FY19/20 (\$114,012.00); 296-301.601-931.000 – FDOJ-TIPS18 and FY20/21 (\$114,012.00).

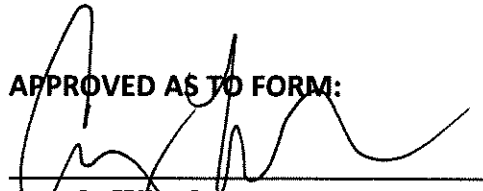
IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order to Information Builders, Inc. for Cloud and Software access for a two-year period in the amount not to exceed FY19/20 \$114,012.00 and FY20/21 \$114,012.00, a Grand Total Amount not to exceed \$228,024.00.

APPROVED

  
Joyce A. McClane  
Purchasing Manager

  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

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

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President

/JAM



## RESOLUTION STAFF REVIEW FORM

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**DATE:** 01/09/2020

**Agenda Item Title:** Cloud & Software Access to Information Builders Inc.

**Prepared By:** Rick Johnson, Police Financial Coordinator

**Background/Summary of Proposed Action:** Resolution authorizing the Flint Police Department to purchase Cloud and Software access from Information Builders Inc. (IBI). This software is part of the Flint police departments TIPS Grant. Information Builders is a sole source. The software is for Real-Time Tactical Intelligence with video Integration. This access is for a two year period, FY20-FY21. Funding will come from the TIPS grant in the amount of \$228,024; \$114,012 in FY20 and \$114,012 in FY21.

**Financial Implications:** Funded for 2 Years.

**Budgeted Expenditure:** Yes X No      Please explain, if no: Partially Budgeted.

**Account #:** Expense: 296-301.601-931.000 – FDOJ-TIPS18 \$114,012.00 (FY20) *mmf*  
296-301.601-931.000 – FDOJ-TIPS18 \$114,012.00 (FY21)

**Pre-encumbered:** Yes X No      **Requisition #:** 190002646 – First Year of TIPS Grant.

**Other Implications (i.e., collective bargaining):** None

**Staff Recommendation:** Recommend Approval

**Staff Person:** *Philip J. Hart*  
Philip Hart, Chief of Police

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Information Builders, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**Two Penn Plaza**

6 City, state, and ZIP code

**New York, NY 10121**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

1 3 - 2 8 0 7 1 8 5

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Frank Molitor* Date ► 1/18/19

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Joyce McClane <jmcclane@cityofflint.com>

## Information Builders Contracts

Shenker, Susan <Susan\_Shenker@ibi.com>  
To: "jmcclane@cityofflint.com" <jmcclane@cityofflint.com>  
Cc: "Shenker, Susan" <Susan\_Shenker@ibi.com>

Fri, Feb 7, 2020 at 12:12 PM

Ms McClaine,

Thank you again for your call today. Attached is the W-9 I sent to Finance. I'm looking for the Certificate of Insurance and will send that out hopefully by end of day.

Here are two of the contracts we discussed.

1. State of Maryland Contract number 060B2490021-2015

2. GSA- Immix

Immix GSA schedule is GS-35F0265X

Kind Regards,

**Susan Shenker | Sr. Account Executive | Information Builders | 2300 Clarendon Blvd | Arlington, VA |**  
**susan\_shenker @ibi.com**

Cell: 703-980-4727

[www.informationbuilders.com](http://www.informationbuilders.com) | [www.iwaysoftware.com](http://www.iwaysoftware.com)



Form W-9 January 2019.pdf  
75K





MASTER CLOUD SERVICES AGREEMENT  
INFORMATION BUILDERS CLOUD SERVICES RIDER

Rider Date: 1/30/2020

Delivery Date: 1/30/2020

This Cloud Services Rider is to the Master Cloud Services Agreement dated January 30, 2020 (the "MCSA") between City of Flint Police Department ("Customer"), and Information Builders, Inc., ("IBI"), a New York corporation with principal offices at Two Penn Plaza, New York, NY 10121-2898.

IBI hereby agrees to provide a hosted cloud based computing environment during the term hereof, wherein the Customer may deploy IBI based applications ("IBI Cloud"). The IBI Cloud utilizes the IBI cloud provider's infrastructure and is subject to the IBI Cloud Terms and Conditions set forth herein. During the term the Customer is permitted to use the menu of IBI software items identified herein ("IBI Software") in the IBI Cloud, along with any other software required by IBI or IBI's cloud provider. The Customer shall not be permitted to deploy any non-IBI based solutions in the IBI Cloud. Customer shall utilize the specified Operating System Version of the IBI Software; and the IBI Cloud shall be configured with the number of Cores and Images set forth herein. Upgrade fees shall apply if Customer requires more Cores or Images than authorized herein, or any other mutually agreed to pricing parameter set forth below. In the event this Rider specifies a number of Users authorized to use a component of the IBI Software, then the Customer shall be subject to an upgrade fee if Customer requires more Users than authorized herein. The IBI Software is subject to the warranties set forth in the MCSA.

During the term hereof, the Customer shall be entitled to receive: (a) the Managed Hosting and Cloud Support Services set forth below; and (b) InfoResponse Basic services (maintenance) which includes: (a) telephone or other electronic support twenty four (24) hours a day seven (7) days a week via IBI's global support centers or from a local branch, if available; and (b) enhancements and updates and new releases to the IBI Software. The Managed Hosting and Cloud Support Services together with the InfoResponse Basic services and right to use IBI Software are collectively referred to as "Cloud Services".

Permitted Third Party Browser Access to Customer's WebFOCUS Applications. The IBI Software shall only be installed in the IBI Cloud environment and the right to use the IBI Software does not extend to any other environment and is not transferrable. However, the parties acknowledge that the Customer may elect to provide unaffiliated third parties who are not full security users of the IBI Software (such as customers, vendors, contractors or business partners) with limited permitted access to outward facing WebFOCUS applications written by, or on behalf of Customer. Customer shall be permitted to allow such access via a web browser communicating with the WebFOCUS Reporting Server (if provided hereunder). Such usage shall not constitute a breach of this Agreement, as long as: (a) said access is in furtherance of Customer's core internal business; (b) the WebFOCUS software is installed only in the authorized IBI Cloud environment; (c) any unaffiliated third party access shall be limited to requests for output from Customer's WebFOCUS application(s) which may include delivery of reports, charts, and analysis (in a format determined by Customer) for the benefit of Customer's business; (d) said third parties shall not be permitted to develop applications or dashboards of its own, or for other third parties; (e) Customer is not providing such access to act as either an application service provider ("ASP") or Software-as-a-Service ("SaaS") provider to any such unaffiliated third party.

The Cloud Services set forth herein are non-cancelable during the Cloud Services Term and shall automatically expire upon the expiration of the Cloud Services Term. In the event that Customer wishes to renew Cloud Services for an additional term, then Customer must notify IBI in writing no less than ninety (90) days prior to the expiration of the Cloud Services Term and execute a new Cloud Services Rider.

IBI Cloud Provider: Amazon Web Services (AWS)

Installation Location: AWS Reston Virginia Facility

Operating System: Windows	Annual Cloud Services Fee: \$114,012.00
Cloud Services Term: 2 Years	Delivery Method: Access to IBI Cloud
Cloud Services Term Start Date: 1/30/2020	Cloud Services Term End Date: 1/29/2022

## Information Builders Cloud Bundles

### I. WebFOCUS Total Access Cloud (WTAC)

Production Image Site Code: \_\_\_\_\_

Non-Production Image Site Code: \_\_\_\_\_

<u>Software Item(s)</u>	<b>IBI Feature Code</b>	<b># Users permitted</b>	<b>Production and Non- Production Images and Associated Provisioned Resources</b>

<b>Total-Access WebFOCUS User Bundle for Cloud</b>  <b>All included features and components of WebFOCUS are turned on and available for use.</b>  <b>Additional Included Software:</b> <b>iWay DataMigrator</b>  <b>One Copy WebFOCUS App Studio (1 User Copy)</b>  <b>Exclusions: Performance Management Framework, Insurance Performance Framework, Law Enforcement Analytics, Omni-Gen Health Data Insights, InfoGraphics, WebFOCUS Enterprise Usage Monitor</b>	<b>WTAC</b>	<b>40</b>	<b>Production Image:</b> <ul style="list-style-type: none"> <li>▪ m5.xlarge</li> <li>▪ 500GB General Purpose SSD storage monthly</li> <li>▪ 500GB Outbound Network Bandwidth monthly</li> <li>▪ One VPN connection</li> </ul> <b>Non-Production Image:</b> <ul style="list-style-type: none"> <li>▪ m5.xlarge</li> <li>▪ 500GB General Purpose SSD storage monthly</li> <li>▪ 500GB Outbound Network Bandwidth monthly</li> <li>▪ One VPN connection</li> </ul>
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## II. Omni-Gen Total Access Cloud Integration Edition (OIEC)

OIEC Production Image Site Code: \_\_\_\_\_ OIEC Non-Production Image Site Code: \_\_\_\_\_

<b><u>Software Item(s)</u></b>	<b>IBI Feature Code</b>	<b># Users permitted</b>	<b>Production and Non-Production Images and Associated Provisioned Resources*</b>	<b>Number of Permitted Cores</b>
<b>Omni-Gen Total Access Cloud – Integration Edition</b>	<b>OIEC</b>	<b>40</b>	<b>Production Image:</b> <ul style="list-style-type: none"> <li>▪ m5.large</li> <li>▪ 500GB General Purpose SSD storage monthly</li> <li>▪ 500GB Outbound Network Bandwidth monthly</li> <li>▪ One VPN connection</li> </ul> <b>Non-Production Image:</b> <ul style="list-style-type: none"> <li>▪ m5.large</li> <li>▪ 500GB General Purpose SSD storage monthly</li> <li>▪ 500GB Outbound Network Bandwidth monthly</li> <li>▪ One VPN connection</li> </ul>	<b>4</b>

**The Annual Fee above includes the use of the additional Software items listed with the number of Users, Cores and Images specified.**

### Terms:

1. Included Cloud Managed Hosting/Cloud Support Services:
  - a. Provisioning management of Cloud environment and WebFOCUS and Omni-Gen software.
  - b. Logging, Monitoring and Event Management.
  - c. Continuity Management - Snapshot backups and restore actions.
  - d. Security and Access Management - anti-malware protection, intrusion detection and intrusion prevention systems, configuration of default security capabilities, such as Identity Access Management (IAM) roles and EC2 security groups.
  - e. Patch Management – updates to EC2 instances for supported operating systems and software pre-installed with supported operating systems.
  - f. Secure VPN access to on-premise resources.
  - g. 24x7x365 Technical Support.
  - h. Relational Database Services (optional, if ordered):  
<https://docs.aws.amazon.com/AmazonRDS/latest/UserGuide/Welcome.html>

The following services are not included – but may be available under separate consulting engagement:

- Database Administration (Database design, indexing, etc.)
- Optimization and tuning of databases or other software for optimal performance
- WebFOCUS Administration services
- Application Development

2. IBI CLOUD SERVICES TERMS AND CONDITIONS:

- A. CLOUD SERVICES. The Cloud Services include the hardware, software, operating systems, networking equipment, data communication facilities and internet connections, bandwidth, and other products and services described above. IBI or its service provider may also perform technical services not listed in this attachment that are expressly requested by Customer in writing in advance ("Additional Services"). Additional Services. The scope and cost of Additional Services must be agreed to in advance in writing and shall be set forth in a separate mutually agreed to Work Order or Statement of Work which references an applicable Consulting Agreement between parties.
- B. COMMENCEMENT; ACCESS TO THE SERVICES. Cloud Services will commence on the Cloud Services Term Start Date. IBI shall provide for download of the IBI Software to the IBI Cloud environment by the Cloud Services Term Start Date and will provide Customer with access to the IBI Cloud upon completion of installation. IBI shall inform Customer by email that its configuration is accessible over the Internet and that its password(s) are available. The IBI Software shall be available for use by the Customer in the specified configuration for the duration of the applicable Cloud Services Term. The IBI Software is to be located on the IBI Cloud Provider servers that are controlled by the IBI Cloud Provider. Customer may access the IBI Software and certain IBI Cloud Provider software, but has no right to receive a copy of the object code or source code to the IBI Software or the IBI Cloud Provider software.
- C. IBI CLOUD PROVIDER SOFTWARE. Customer will have access to certain IBI Cloud Provider software products ("Cloud Products") as part of the IBI Cloud in addition to the IBI Software set forth above. NEITHER IBI NOR IBI'S CLOUD PROVIDER MAKE ANY REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING ANY CLOUD PRODUCTS OR RELATED SUPPORT SERVICES THAT SERVICE PROVIDER MAY PROVIDE AND, AS BETWEEN CUSTOMER AND IBI AND IBI CLOUD PROVIDER, SUCH CLOUD PRODUCTS AND RELATED SUPPORT SERVICES ARE PROVIDED "AS IS." Customer is not granted any title or intellectual property rights in or to any Cloud Products provided as part of the IBI Cloud, and Customer may only use the Cloud Products in connection with the IBI Cloud as permitted under this Rider. Customer's acceptance or use of Cloud Products provided as part of the IBI Cloud is deemed to be an acceptance by Customer of the license or other agreement that governs the use of the Cloud Products. Customer shall not (i) copy any Cloud Products; (ii) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any Cloud Products or appear during use; or (iii) reverse engineer, decompile or disassemble any Cloud Products. Customer's use of any Cloud Products is governed by the terms and conditions set forth in links to any applicable license agreements. In the event that IBI agrees to permit any third party software applications to be installed in the IBI Cloud, then Customer shall obtain all consents and licenses required for all parties to legally access and use all software that Customer places on the IBI Cloud without infringing any ownership or intellectual property rights. Upon IBI's request, Customer shall provide reasonable proof to IBI that Customer has obtained such consents and licenses. IBI and IBI's Cloud Provider will be relieved of any obligations under this Rider that are adversely affected by Customer's failure to obtain any required consents or licenses, or to promptly furnish reasonable evidence that Customer has obtained those consents or licenses.
- D. SERVICE LEVEL AGREEMENT.
- i. IBI has agreed to pass through Service Level Agreement provisions to Customer that are consistent with the Service Level Agreement ("SLA") provisions contained in IBI's Agreement with IBI's Cloud Provider ("Service Provider Agreement"); which provides for service level credits for uptime/downtime as set forth in the following URL: <https://aws.amazon.com/compute/sla/>. Customer acknowledges that service level credits granted by IBI to Customer shall be Customer's sole and exclusive remedy for failure to provide the guaranteed levels of service set forth in the SLA. IBI shall pursue service level credits from IBI's Cloud Provider as set forth in subsection (ii) below. In the event IBI has successfully obtained any credits from the IBI's Cloud Provider in accordance the SLA, then IBI agrees to extend prorated credits towards subsequent Cloud Services Subscription renewals. The amount of such credits shall be reasonably determined solely by IBI.
- ii. In the event Customer reasonably determines that a claim against the SLA guarantee levels of service is due, then Customer shall promptly contact Dan Ortolani, IBI's Senior Vice President, Worldwide Customer Service via e mail at [Daniel.Ortolani@informationbuilders.com](mailto:Daniel.Ortolani@informationbuilders.com) (or other designee that IBI may name later). Customer shall promptly advise IBI of the SLA issue, the chronology of the issue and reasons the SLA claim is warranted. Customer agrees to reasonably cooperate with IBI in documenting, investigating and pursuing any SLA claims with IBI's Cloud Provider. Service Level Credits must be requested by Customer in writing within thirty (30) days of the qualifying event; and Customer will make every reasonable attempt to notify IBI in writing of any downtime the same day, or next business day.
- E. FEES, TAXES AND PAYMENT. Customer agrees to pay all fees under the Rider and these terms and conditions, including but not limited to any Cloud Services Fees, Upgrade fees, Additional Service fees and any excess usage fees. Customer shall pay IBI for all Services accessed through its account, including all fees resulting from unauthorized use, except where the unauthorized use is caused by the acts or omissions of IBI or IBI's Cloud Provider. Customer shall pay all taxes on the IBI Cloud that IBI or IBI's Cloud Provider is required by law to collect, including transaction, local, value-added, sales, and service taxes. All fees specified in this Rider are exclusive of any such taxes, duties, levies or fees. Unless otherwise provided in the MCSLA, IBI may elect to suspend the IBI Cloud if a fee is greater than thirty (30) days past due.
- F. CONFIGURATION AND CONTENT. Customer acknowledges and accepts that the role of IBI is solely that of a supplier of software, related items and services and that it is Customer's responsibility to determine its own data processing requirements and to satisfy itself that the Software and IBI Cloud meets such requirements. Customer recognizes it is responsible for the selection, use of, and results obtained from any Software and its use in the IBI Cloud, whether the computing environment provided hereunder is suitable, and whether it meets and will continue to meet Customer's capacity, performance and scalability needs. Customer is also responsible for the results of implementing any recommendations made by IBI or IBI's Cloud Provider regarding its individual use of the IBI Cloud as configured. Customer is responsible for requesting all required upgrades and modifications to the IBI configuration, including those required to address one or any

\* If blank, the number of Images permitted = (1); "Users", "Images", "Cores" and capitalized terms are as defined in the MCSA and/or IBI's standard terms.

combination of the following: (i) a spike or change in system resource utilization; (ii) processing requirements; (iii) storage requirements; or (iv) hardware and software depreciation. In the event Customer requires an upgrade to its Cloud Services configuration by increasing the number of permitted Cores, RAM, Storage or bandwidth, then such upgrade shall be in effect for the remaining balance of the Cloud Services Term. Customer is solely responsible for the selection, compatibility, licensing, accuracy, performance, maintenance, and support of all information, software, and data, including any hypertext markup language files, scripts, programs, software, applications, recordings, sound, music, graphics, images, applets or servlets that Customer or its subcontractors or end users create, install, upload or transfer on, from or through the configuration ("Content"). IBI or IBI's Cloud Provider may immediately (and without prior notice) block access to any Content on the IBI Cloud (i) that it believes violates the law, misappropriates or infringes the intellectual property rights of a third party, or violates the terms and conditions of this Rider; or (ii) pursuant to the Digital Millennium Copyright Act, a subpoena, or an order issued by a court or government agency.

- G. **CONDITIONS OF USE.** Customer's usage in the IBI Cloud is limited to Customer's WebFOCUS and/or iWay software applications utilizing the IBI Software identified in the Rider; along with any software that IBI bundles with such licenses and/or the Cloud Products necessary to run such applications. Customer shall not be permitted to run other non-IBI licensed software applications and/or databases (unless expressly authorized by IBI) in the IBI Cloud. Customer's right to use the IBI Cloud is conditional upon the provisions set forth herein. Customer may not:
- i. transfer to any other person or entity any of its rights to use the IBI Cloud;
  - ii. sell, rent or lease the IBI Cloud to any third party;
  - iii. make the IBI Cloud available to anyone who is not an authorized User as permitted under the MCSA and this Rider;
  - iv. create any derivative works based upon the IBI Cloud or documentation;
  - v. copy any feature, design or graphic in, or reverse engineer the Cloud Products;
  - vi. use the IBI Cloud in a way that violates any criminal or civil law;
  - vii. exceed the usage limits listed in the Rider.
- H. **CUSTOMER ACCEPTABLE USE AGREEMENT.** Customer agrees: (i) that its use of the IBI Cloud shall be in compliance with the Acceptable Use Policy ("AUP") posted at <https://aws.amazon.com/aup> as it may be amended from time to time and as it may be made available on any successor or related site designated by IBI or IBI's Cloud Provider; (ii) to comply with all applicable laws, regulations, and ordinances relating to its use of the IBI Cloud; (iii) that Customer shall encrypt, any Personally Identifiable Information (defined below) transmitted to or from, or stored on, the IBI Cloud servers, storage devices or equipment; neither IBI nor IBI's Cloud Provider shall be held liable in the event Customer fails to do so. "Personal Information" and "Personally Identifiable Information" means any information or set of information that identifies or could be used to identify an individual including but not limited to Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). The AUP is incorporated herein and forms a part of this Rider.
- I. **RESPONSIBILITY FOR CUSTOMER USE.** Customer shall be liable for all fees arising from Customer's use of the IBI Cloud that are not authorized by IBI. Customer shall be responsible for any usage in violation of the AUP, Privacy Policy or any applicable law, regulation or ordinance. Customer shall cooperate with IBI and IBI's Cloud Provider's reasonable investigation of any suspected violation of the AUP, Privacy Policy or any law regulation or ordinance by Customer. IBI or Service Provider shall have the right to immediately terminate Customer's Cloud Services subscription in the event Customer breaches the AUP or the Privacy Policy. IBI and/or IBI's Cloud Provider may immediately, without prior notice or liability, suspend any IBI Cloud use that is in violation of any law, regulation or ordinance. Data stored in the IBI Cloud may not be available during a suspension.
- J. **SUPPORT.** IBI shall be the contact for any and all aspects of Customer maintenance and telephone support ("InfoResponse") and Customer technical and account support relating to the IBI Software and the IBI Cloud. If IBI determines, in its reasonable discretion, that a support issue is related to the IBI's Cloud Provider, IBI will work directly with IBI's Cloud Provider. IBI's Cloud Provider shall have no obligation to accept support calls or other requests from Customer or to otherwise interact with Customer.
- K. **CUSTOMER DATA.**
- i. Customer must provide all data for use with or in the IBI Cloud and Customer is solely responsible for the content and accuracy of the "Customer Data".
  - ii. Customer Data belongs to Customer, and neither IBI nor IBI's Cloud Provider shall make any claim to any right of ownership in it.
  - iii. IBI shall keep the Customer Data confidential in accordance with Confidentiality Section set forth below and shall enforce such obligations with IBI's Cloud Provider;
  - iv. Customer Data shall only be used by IBI or IBI's Cloud Provider strictly as necessary to carry out the obligations under this Rider, and for no other purpose. However, IBI and IBI's Cloud Provider:
    - a. may observe and report back to Customer and/or IBI on Customer's usage of the Cloud Services, and make recommendations for improved usage of the Cloud Services; and
    - b. may identify trends and publish reports on its findings;
  - v. Subject to Customer's obligation to encrypt all personal data, including but not limited to Personally Identifiable Information, in transit and at rest, IBI and IBI's Cloud Provider will take reasonable technical and organizational measures to keep personal data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and, must deal with the information only in accordance with Customer's instructions, provided they are reasonable and lawful.
- L. **SECURITY.** Customer agrees to implement security measures that are commercially reasonable for Customer's use of the IBI Cloud, including encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates. Customer and its Affiliates are responsible for data access and security, including control over logins and passwords. Customer has responsibility for application level security. IBI's Cloud Provider holds Cloud security

\* If blank, the number of Images permitted = (1); "Users", "Images", "Cores" and capitalized terms are as defined in the MCSA and/or IBI's standard terms.

certifications and accreditations for ISO 27001(the International Standards Organization (ISO) certification for Information security management systems and processes) and as further set forth at <https://aws.amazon.com/compliance/programs/> . NEITHER IBI NOR IBI'S CLOUD PROVIDER NOR ANY OF THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS (I.E., "HACKING") INTO THE CLOUD SERVERS OR CUSTOMER'S TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THEREON, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

- M. DATA PRIVACY. Customer shall identify and interpret all Privacy Laws and industry standard controls (e.g., PCI DSS) ("Industry Controls") that apply to the transfer, use, storage, backup, availability, integrity, security and destruction of any Customer content on the IBI Cloud. Customer shall take all actions and implement all measures that are required for it to comply with any Privacy Law or Industry Control. Notwithstanding any other provision in this Rider, Customer shall make the final decision regarding whether the IBI Cloud meets or exceeds its legal obligations with respect to the transfer, use, storage, backup, availability, integrity, security and destruction of the Customer content. To the extent Customer makes a determination regarding the interpretation of a Privacy Law or Industry Control, or a change in either, and IBI and IBI's Cloud Provider complies with the decision, IBI and IBI's Cloud Provider shall be relieved of responsibility for any resulting non-compliance with the misinterpreted Privacy Law or Industry Control. To meet the requirements of EU privacy and data protection laws, IBI's Cloud Provider leverages the EU Standard Contractual Clauses ("SCCs") where necessary. Specifically, Service Provider has implemented a data export agreement by and between various legal entities within IBI's Cloud Provider, which establishes a regime to allow for the lawful cross-border transfer of personal information within IBI's Cloud Provider, including through adoption of the SCCs. The SCCs are a set of standard provisions issued by the European Commission for purposes of establishing adequate safeguards to protect transfers of personal data outside the EU. IBI's Cloud Provider's statement regarding GDPR and privacy is located at <https://aws.amazon.com/compliance/gdpr-center/>.
- N. GOVERNMENT RIGHTS. With respect to the procurement of any Cloud Services by or for the U.S. Government, any software provided in connection with the Cloud Services is deemed to be "commercial computer software" as defined in the FAR and DFARS. The Government will receive no greater than restricted rights as provided in FAR 52.227-14, FAR 52.227-19(c)(1)-(2) (Jun. 1987), DFAR 252.227-7013(c)(1)(ii) (Oct. 1988), DFAR 252.221-7015(c) (May 1991), DFAR 252.227-7014, or DFAR 252.227-7018, as applicable or amended. In addition, the Government will receive no greater than limited rights as provided in FAR 52.227-14, DFAR 252.227-7015, DFAR 252.227-7018, or DFAR 252.227-7013, as applicable or amended. All computer software and technical data were developed exclusively at private expense by IBI or the Service Provider or its third-party licensors or suppliers. The use of all computer software, Documentation, and technical data is further restricted in accordance with the terms of this Rider.
- O. IP ADDRESSES. Any public or private IP address allocated for Customer to use as a part of the IBI Cloud will remain allocated to Customer until (i) Customer release the IP address using the IBI Cloud portal; (ii) Customer's IBI Cloud Services are terminated for any reason; or (iii) IBI or IBI's Cloud Provider decides to change any IP address, which they may do at any time and in their sole discretion by providing Customer with five (5) days' prior notice of the change in accordance with the notice provisions in the MCSA. Upon termination of this Rider, Customer may no longer use any IP addresses or address blocks that were provided for Customer's use in connection with the IBI Cloud.
- P. CUSTOMER REPRESENTATIONS. Customer represents and warrants to IBI that (i) no Content on the IBI Cloud is illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (ii) Customer accurately and adequately discloses how Customer collects and treats any data collected from visitors to any Website or users of any application on the IBI Cloud; (iii) Customer's use of the IBI Cloud will comply with all applicable laws, rules and regulations; and (iv) Customer will not attempt to circumvent or disable any of the security-related, management, or administrative features of the IBI Cloud; (v) Customer shall have obtained all consents and licenses required for Customer, IBI and IBI's Cloud Provider to legally access and use all Content Customer places on the IBI Cloud as necessary to provide the IBI Cloud and Software and meet their obligations to Customer hereunder without infringing any ownership or intellectual property rights; (vi) the execution and delivery of this Rider will not conflict with or violate any provision of Customer's charter, by-laws or other governing documents; and (vii) Customer have otherwise taken all necessary steps to legally execute the Rider inclusive of the terms, conditions and provisions herein.
- Q. EXPORT CONTROL. Each party shall comply with all applicable import, export and re-export control laws and regulations, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the sanctions maintained by the Treasury Department's Office of Foreign Assets Control. Customer represents and warrants that the Services will not be accessed, downloaded, used, exported or re-exported, directly or indirectly, to any location, entity, government, or person prohibited by the applicable laws or regulations of any jurisdiction, including the U.S., without prior authorization from all relevant government authorities.
- R. IBI CLOUD DISCLAIMERS.
- i. THE IBI CLOUD SERVICES GOODS AND SERVICES ARE PROVIDED "AS-IS". EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER, IBI AND IBI'S CLOUD PROVIDER AND THEIR SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF ALL GOODS AND SERVICES CHOSEN AND FOR DETERMINING WHETHER THEY MEET CUSTOMER'S CAPACITY, PERFORMANCE AND SCALABILITY NEEDS.
  - ii. IBI'S CLOUDPROVIDER AND THEIR SERVICE SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE CLOUD SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT IBI AND IBI'S CLOUD PROVIDER DO NOT CONTROL OR MONITOR THE TRANSFER OF DATA OVER THE INTERNET, AND THAT INTERNET ACCESSIBILITY CARRIES WITH IT THE RISK THAT CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY MAY BE LOST OR COMPROMISED.
  - iii. CUSTOMER'S USE OF ANY SERVICE PROVIDED BY IBI OR IBI'S CLOUD PROVIDER THAT IS INTENDED TO COMPLY WITH CERTAIN LAWS, STANDARDS OR REGULATIONS WILL NOT GUARANTEE THAT CUSTOMER IS IN COMPLIANCE WITH THOSE LAWS, STANDARDS OR REGULATIONS. CUSTOMER IS ULTIMATELY RESPONSIBLE FOR

UNDERSTANDING AND ENSURING THAT ITS BUSINESS OPERATIONS AND ITS USE OF THE SERVICES COMPLY WITH ALL APPLICABLE LAWS, REGULATORY STANDARDS AND REQUIREMENTS.

- S. **LIMITATION OF DAMAGES FOR IBI CLOUD SERVICES.** EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER: (A) NEITHER IBI NOR IBI'S CLOUD PROVIDER NOR ANY OF THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS, OR LICENSORS, WILL BE LIABLE FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST DATA, LOST BUSINESS, LOST REVENUES, DAMAGE TO GOODWILL, LOST OPPORTUNITIES OR LOSS OF ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, AND REGARDLESS OF WHETHER THE CLAIMS ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY; AND (B) THE AGGREGATE LIABILITY OF IBI AND IBI'S CLOUD PROVIDER AND THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES TO CUSTOMER UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT CUSTOMER ACTUALLY PAID TO IBI FOR THE IBI CLOUD SERVICES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO SUCH CLAIM(S) OCCURRED.
- T. **INDEMNIFICATION.** To the extent permitted by law, Customer agrees to indemnify, defend and hold IBI and the IBI's Cloud Provider and its employees, agents, shareholders, officers, directors, successors and assigns harmless from and against any and all claims, damages, liabilities, costs, settlements, penalties and expenses (including attorneys' fees, expert's fees and settlement costs) arising out of or relating to any suit, action, proceeding, arbitration, subpoena, claim or demand brought or asserted by a third party pursuant to any theory of liability against IBI or the IBI's Cloud Provider arising out of or relating to any one or more of the following: (i) a breach by Customer of these terms and conditions; (ii) the use of the IBI Cloud by Customer or Customer's end users, or any Content or information on the IBI Cloud in violation of the terms of this Rider; (iii) the alleged or actual infringement or misappropriation of any intellectual property right or other proprietary right by Customer, or by Customer agents, representatives, or end users; (iv) Customer's relationship with the manufacturer of any software installed or stored on the IBI Cloud; or (v) Customer's failure to use reasonable security precautions. IBI will provide Customer with written notice of the existence of any basis for indemnification and IBI will select defense counsel. Customer will have the right to approve any settlement, but Customer may not unreasonably withhold approval. Customer agrees to indemnify IBI and Service Provider from all costs, expenses and liabilities as they become due.
- U. **SUSPENSION.** IBI or IBI's Cloud Provider may immediately suspend access to the IBI Cloud without prior notice or liability to the limited extent necessary to address the one or more of the following conditions: (i) IBI or IBI's Cloud Provider reasonably believes that Customer's use of the Services has or will subject IBI or Service Provider to criminal liability; (ii) IBI or IBI's Cloud Provider reasonably believe that the IBI Cloud is being used in violation of the AUP or Privacy Policy; (iii) IBI is required to suspend Customer's access to the IBI Cloud by a law enforcement agency, government agency, or court order; or (D) activity such as a denial of service attack or unauthorized access, poses a threat to the integrity of IBI's Cloud Provider's network or other clients. IBI may also suspend the IBI Cloud for nonpayment as set forth below. The IBI Cloud will not be available to Customer in whole or in part during a suspension.
- V. **TERMINATION.** Termination by either party for any reason will not relieve Customer of its obligation to pay all fees incurred prior to and including the date of termination. IBI may terminate any access to the IBI Cloud before the end of a Cloud Services Term: (1) on thirty days' notice if IBI is threatened with a legal claim relating to Customer's use of the IBI Cloud, including a claim for copyright, trademark or patent infringement, and IBI is unable to impose restrictions on the IBI Cloud that result in the withdrawal of that claim and eliminate the risk of liability for similar claims in the future; (2) on thirty days' notice if Customer fails to pay any fees in accordance with the payment terms set forth in the MCSA or mutually agreed to on this Rider.; (3) on thirty days' written notice if Customer is found to be in material violation the AUP or Privacy Policy more than once and Customer fails to cure such violations within the thirty day notice period; (4) immediately (and without prior notice) pursuant to a requirement from the government or a law enforcement agency; (5) for any other material breach of the Rider or these terms and conditions that Customer fails to cure within thirty days of receiving a written notice from IBI; or (6) immediately upon notice if Customer (i) ceases to function as a going concern or conduct operations in the normal course of business; (ii) has a petition or action filed by or against it under any federal bankruptcy or state insolvency law which petition or action has not been dismissed or set aside within sixty (60) days of its filing; or (iii) makes an assignment for the benefit of its creditors.
- W. **CONFIDENTIALITY.**
- i. The IBI Cloud, Software and associated documentation contain valuable trade secrets that are the sole property of IBI's Cloud Provider and/or IBI, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer must take reasonable care to prevent unauthorized access to or duplication of the IBI Cloud, Software and documentation.
  - ii. The Customer Data and Content may include valuable trade secrets that are the sole property of Customer. IBI's Cloud Provider must take reasonable care to prevent other parties from learning of these trade secrets.
  - iii. Subsections (i) and (ii) preceding do not apply to any information that (a) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (d) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.
- X. **FORCE MAJEURE.** If a party's performance of any part of this Rider, other than the payment of money, is prevented or delayed by reason of an act of God, act of war, act of terrorism, fire, governmental action, labor dispute or other cause beyond the performing party's control, then that party will be excused from performance for the length of that prevention or delay.
- Y. **ENTIRE AGREEMENT.** The Rider inclusive of these terms, conditions and provisions constitutes the entire agreement between the parties regarding the IBI Cloud Services provided by IBI and IBI's Cloud Provider, and it supersedes all other oral or written agreements or policies relating thereto. If there is a conflict between or among any of the documents referenced in

this Rider, they will govern in the following order: this Rider, the AUP and the MCSA. Additional or different terms in any written communication from Customer, including any purchase order or request for Services, are void.

**Accepted:**

**Information Builders, Inc.**

By \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print Name/Title*

\_\_\_\_\_  
*Date*

**Customer**

By \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Print Name/Title*

\_\_\_\_\_  
*Date*

## **STATEMENT OF WORK**

This Statement of Work sets forth the services to be provided hereunder ("Services") pursuant to the terms and conditions of the Information Builders, Inc. Master Services Agreement ("Agreement") dated \_\_\_\_\_, 2020 between Information Builders, Inc. ("Vendor") and City of Flint Police Department ("Client") and which terms and conditions are incorporated herein by reference.

### **SCOPE OF SERVICES**

Client seeks the assistance of Vendor's Professional Services personnel ("Consultants") to provide staff supplementation Services subject to the funding level set forth below in the Payment Terms. The Consultants shall work at the direction of the Client's Project Manager.

Vendor will provide Client with two (2) Consultants to work remotely, commencing on a mutually agreed date and continuing for an anticipated period of six (6) months.

### **CLIENT RESPONSIBILITIES**

Client's responsibilities and obligations are comprehensive of the project lifecycle and include, but are not limited to, the following:

#### **Pre-Engagement**

1. Client shall provide Vendor Consultants assigned to the Project with:
  - VPN access to all required environments
  - Network logon ID(s)
  - Environment:
    - Access to all necessary systems, metadata and documentation

Such access shall be comparable to what Client provides its own employees.

#### **Technical**

1. Any existing anomalies in reports or data must be rectified prior to development of the WebFOCUS reports. Vendor will not be responsible for correcting existing report or data anomalies.

### **ASSUMPTIONS**

Vendor used the following technical and business assumptions in preparing this Statement of Work.

#### **General**

1. Client shall be solely responsible for direction, supervision, and performance of the Consultants and will provide the Project Manager and other staff as appropriate to direct and support the Consultants. If Client cannot provide this support, both the work and the work schedule may be adversely affected.
2. Vendor does not assume the role of Project Manager, nor does Vendor assume the responsibilities implied by that role. The Client Project Manager will be responsible for resolving issues in a timely manner, securing appropriate systems access, and other project support as needed.
3. The parties acknowledge that the Consultants will be performing Services only and will provide no deliverables under this Statement of Work. All decisions made by Client relating to the implementation of Vendor's advice and recommendations are the sole responsibility of the Client.
4. This Statement of Work represents an open order for Services and in no way represents an estimate to complete any specific project or deliverable. If Client wishes to continue using Vendor



services beyond the days/resources estimated in this Statement of Work, a Change Order to the Statement of Work will be created.

5. Client will provide information regarding Client's business policy, processes, and its organization sufficient to support Vendor's provision of Services hereunder.

#### **Technical**

1. Client has established and is responsible for maintaining the appropriate development environment(s).

#### **Data**

1. The parties acknowledge that in the course of their business relationship and in the provision of Professional Services, that Vendor shall not have or receive any Client customer or personal information that can be used to identify an individual as part of their normal course of business dealings. It will be Client's responsibility to assess the necessity of providing such information to Vendor on a case by case basis and in the event that Client deems it necessary, then Client and Vendor shall agree as to the method and means of its dissemination and timely removal. To the extent Client is providing test data to Vendor, such data shall have any such customer or personal information removed or redacted unless the parties otherwise agree in writing.

#### **STAFFING**

Vendor will assign the following resource(s) with the following skill set(s).

1. One (1) Offshore Senior WebFOCUS Developer – full-time
2. One (1) Onshore WebFOCUS Coordinator – as scheduled

Vendor will schedule the appropriate resource(s) upon execution of the Agreement and this Statement of Work. A two to three week notice may be necessary.

#### **PAYMENT TERMS**

All Services, as outlined in this Statement of Work, shall be performed on a time and materials basis. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant and a forty (40) hour workweek per Consultant. The applicable billing rate for the Consultant shall be at the rates shown below. Any and all hours in excess of ten (10) hours per day per Consultant or fifty (50) hours per week per Consultant require the prior written consent of Vendor; however, all hours worked will be billed to and paid by Client. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

<b>Resource Level</b>	<b>Hourly Rate (US\$)</b>	<b>Hours</b>	<b>Total (US\$)</b>
Onshore WebFOCUS Coordinator	\$150	700	\$105,000
Offshore Senior WebFOCUS Developer	\$50	1,172	\$58,600
<b>Total Estimated Fees</b>			<b>\$163,600</b>

The estimated consulting hours provided above is for budgeting purposes only and should not be construed as a fixed-price quotation. Vendor does not promise to complete any tasks or deliverables for the amount estimated or within any specified timeframe. In the event additional hours are requested by Client, Vendor will extend these services subject to the availability of personnel, on a time and materials basis, upon receiving written authorization from Client.

**Expenses:** All reasonable travel, meals, and living expenses incurred shall be billable at cost and all such expenses shall be borne solely by Client.

**Payment:** All fees and charges shall be billed on a monthly basis and such bills shall be due and payable upon receipt. All invoices shall be provided to:

Client's Name: City of Flint Police Department  
Client's Address: 210 E Fifth Street  
City, State, Zip: Flint, MI 48502  
Attn: Name: Tyrone Booth  
Phone Number: 810.237.6924  
Email Address: Tbooth@cityofflint.com

Client shall inform Vendor promptly in writing if it changes the person to whom invoices should be sent. Client agrees that invoices are due and payable upon receipt.

Client shall be solely responsible for payment of any sales taxes (but expressly not for taxes on Vendor's income, employee benefits, employee, officer, director or affiliate salaries or other compensation or for licenses or other governmental permits required in order for Vendor to do business generally) associated with Vendor's provision of the Services; should Vendor be required to pay any taxes or other incidental charges associated with the provision of the Services outlined in this Statement of Work, then such taxes or other charges shall be billed to and paid in full by Client.

Miscellaneous: All pricing is valid through December 31, 2020 for the Services performed hereunder provided that this Statement of Work is executed on or before January 31, 2020. Vendor may utilize subcontractors to perform Services. The foregoing does not relieve Vendor of any of its obligations under this Statement of Work. Subcontracted personnel assigned will be invoiced to Client at the same rates set forth above. Except as otherwise stated in this Statement of Work with regard to the Services performed hereunder, Vendor reserves the right to change the services it offers to its Clients generally and the related rates at any time.

The Effective Date of this Statement of Work shall be \_\_\_\_\_.

**Executed By:**

CITY OF FLINT POLICE DEPARTMENT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Executed By:**

INFORMATION BUILDERS, INC.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(PROPOSAL #19000546)

RESOLUTION NO: 200099

PRESENTED: 2-24-2020

ADOPTED: \_\_\_\_\_

**Resolution Authorizing a Change Order to  
Wade Trim, Inc. for the Extension of the Preliminary Design for  
the Water Main Replacement**

**BY THE MAYOR:**

On February 20, 2019, Wade Trim was awarded (Resolution #190051) the preliminary engineering services for the Saginaw Street (Court St. to Flint River) rehabilitation project in the amount of \$315,000.00

The Department of Transportation is requesting an extension of the scope of work to include the preliminary design for the Water Main Replacement. The Department of Transportation is requesting an additional sixty thousand dollars (\$60,000) to complete additional preliminary engineering work by Wade Trim. Funding for said services will come from the following account: 496-555.000-801.052 (\$60,000); and

**IT IS RESOLVED**, that the proper city officials, upon City Council's approval, are hereby authorized to enter into change order #1 with Wade Trim for extension of the scope of work for preliminary design for the Water Main Replacement in an amount NOT-TO-EXCEED \$60,000.00 and a revised aggregate amount of \$375,000.00.

APPROVED

  
Joyce A. McClane  
Purchasing Manager

  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM

  
Angela Wheeler  
Chief Legal Officer

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

**CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, Council President

## RESOLUTION STAFF REVIEW

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**DATE:** February 4, 2020

**Agenda Item Title:** Wade Trim

**Prepared By:** Mark Adas for John H. Daly, III

**Background/Summary of Proposed Action:** On February 20, 2019, Wade Trim was awarded the preliminary engineering services for the Saginaw Street (Court St. to Flint River) rehabilitation project. The City of Flint is requesting the extension of the scope of work to include the preliminary design for the water main replacement. The City of Flint is requesting an additional sixty thousand dollars (\$60,000) to complete the additional preliminary engineering work by Wade Trim.

This is part of the WIIN funding for water main replacement

**Financial Implications:** Funding is available in the account listed below.

**Budgeted Expenditure?** Yes ☒ No ☐ Please explain if no:

**Account No.:** 496-555.000-801.052

*Handwritten initials and scribbles*

**Pre-encumbered?** Yes ☒ No ☐ Requisition # 190001674

**Other Implications (i.e., collective bargaining):**

**Staff Recommendation:** Recommend Approval

**Staff Person:**

*Handwritten signature of John H. Daly, III*  
John H. Daly, III, Interim Director of Transportation

(Proposal 19000546)

190051  
SUBMISSION NO.:

PRESENTED: 2-20-19

ADOPTED: 2-25-2019

**RESOLUTION TO WADE TRIM, INC. FOR PRELIMINARY ENGINEERING SERVICES FOR  
SAGINAW STREET REHABILITATION**

BY THE MAYOR

**RESOLUTION**

The Department of Purchases and Supplies solicited a proposal for preliminary engineering services for Saginaw St. rehabilitation and reconstruction; and

Wade Trim, Inc., 555 S. Saginaw Street, Suite 201, Flint, Michigan scored the highest and was the most responsive bidder from five solicitations received for said requirements. Funding for said services will come from the following account: 202-441.702-801.000; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Wade Trim for preliminary engineering services for the Saginaw St. rehabilitation and reconstruction in an amount not to exceed \$315,000.00. (Major Street Fund in the account listed above)


APPROVED PURCHASING DEPT.

  
Bryan D. Bond  
Interim Purchasing Manager

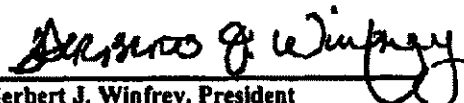
APPROVED AS TO FINANCE

  
Hughes Newsome  
Chief Financial Officer

APPROVED AS TO FORM.

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, President  
City Council



Wade Trim, Inc.  
555 S. Saginaw Street • Suite 201 • Flint, MI 48502  
810.235.2555 • [www.wadetrim.com](http://www.wadetrim.com)

**Saginaw Street Water Main Replacement  
Proposal #19-546  
Fee Proposal  
November 29, 2018**

**SCOPE**

**Geotechnical Investigation**

- 10-foot soil borings  
Fee = \$5,000

**Water Main Design and Study**

- Water Model Analysis and Main Sizing
- Water Main Route and Trench Alternatives
- Special Provisions, MDEQ Permitting, and Engineer's Opinion of Cost
- Construction Plans, per RFP  
Fee = \$55,000      Approximate Hours = 550

**TOTAL ESTIMATED FEE = \$60,000**

*The costs above indicate the fixed fee estimates, including all related costs, for the tasks outlined in the submitted work plan. Breakdowns for labor hour by employee, hourly labor rates, applied overhead, direct costs, subconsultant costs, and applied fixed fee will be provided upon request during the negotiation phase.*

**Department of  
Public Works**

**19-009**

# **CITY OF FLINT MICHIGAN**



## **CONTRACT**

**Wade Trim  
Preliminary Engineering Services  
For Saginaw St. Rehab  
\$315,000.00  
Approved by City Council on 2/25/19  
Resolution #190051**



200100

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 2-24-2020

ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO A SECOND  
AMENDMENT TO THE PARK PARTNERSHIP AGREEMENT WITH THE GENESEE  
COUNTY PARKS AND RECREATION COMMISSION**

**BY THE MAYOR:**

**WHEREAS**, The City of Flint Master Plan has set goals to provide and maintain a balanced and equitable system of parks and recreation for all citizens of the City of Flint; and

**WHEREAS**, The Genesee County Parks and Recreation Commission is dedicated to providing affordable, quality recreational facilities and programs to all citizens of Genesee County; and

**WHEREAS**, Pursuant to the mutual covenants contained in the Park Partnership Agreement adopted on June 27, 2014, the City of Flint and the Genesee County Parks and Recreation Commission seek to enter into the Second Amendment to the Park Partnership Agreement to transfer funds granted by the Charles Stewart Mott Foundation to the Commission; and

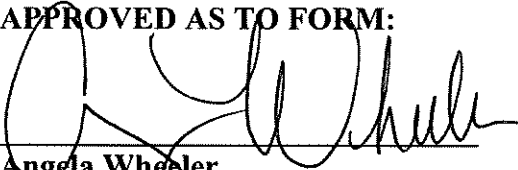
**WHEREAS**, Resolution 20006 adopted January 13, 2020, authorized the City of Flint to accept the Charles Stewart Mott Foundation award and appropriate funds in the amount of \$321,915.00 and establish a budget in PCSM-PARKS19 296-691.407-801.000;

**IT IS RESOLVED** that appropriate city officials are authorized to do all things necessary to enter into the Second Amendment to the Park Partnership Agreement with the Genesee County Parks and Recreation Commission in the amount of \$321,915.00 using funds available in PCSM-PARKS19 296-691.407-801.000

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
**Amanda Trujillo**  
Acting Finance Director

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Angela Wheeler**  
Chief Legal Officer

**ADMINISTRATION:**

\_\_\_\_\_  
**Sheldon A. Neeley**  
Mayor

**CITY COUNCIL:**

\_\_\_\_\_  
**Monica Galloway**  
City Council President





## RESOLUTION STAFF REVIEW FORM

---

**DATE:** February 21, 2020

**Agenda Item Title:** RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO A SECOND AMENDMENT TO THE PARK PARTNERSHIP AGREEMENT WITH THE GENESEE COUNTY PARKS AND RECREATION COMMISSION

**Prepared By:** Alissa Paquette, Planner I

**Background/Summary of Proposed Action:**

The Park Partnership Agreement was executed on June 27, 2014, for Genesee County Parks and Recreation Commission (the Commission) to maintain Max Brandon Park, Flint Park Lake Park, Thread Lake Park, and McKinley Park.

The First Amendment to the Park Partnership Agreement, effective May 10, 2016, gave the Commission authority and responsibility for seeking funds to construct and operate the Riverfront Restoration Project, which includes restoration to Chevy Commons, Riverbank Park, Vietnam Veteran's Park, Flint River Trail & Parkway, Lewis Street Park, West Boulevard Park, Riverside Park East, Riverside Forest Preserve, and Fabri and Hamilton Dams. It was agreed that the term of the Park Partnership Agreement be extended for an additional five (5) year term, beginning on the date the initial two (2) year term expires.

This Second Amendment to the Agreement to allow the City to transfer funds granted by the Charles Stewart Mott Foundation to the Commission, in the amount of \$321,915.00, to ensure proper maintenance and staffing of the agreed parks for the 2019-2020 fiscal year. The proper maintenance of City of Flint parks is pertinent in providing a good quality of life for Flint residents.

**Financial Implications:**

This grant leverages existing funds throughout the community, and delivers no impact to the City's General Fund accounts.

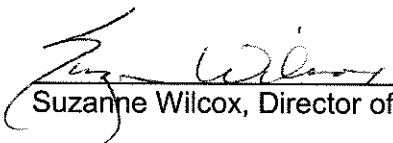
**Budgeted Expenditure:** Yes ☒ No ☐ Please explain, if no:

**Pre-encumbered:** Yes ☒ No ☐ Requisition Number: 200002850

**Account No.:** 296-691.407-801.000 PCSM-PARKS19 (established in Reso 200006 adopted 1/13/20)

**Staff Recommendations:**

The Director of the Department of Planning and Development recommends approval of this resolution.

  
Suzanne Wilcox, Director of Planning and Development

## SECOND AMENDMENT TO PARK PARTNERSHIP AGREEMENT

This Amendment is effective March 11, 2020, and is between Genesee County Parks and Recreation Commission, a Michigan municipal corporation whose principal place of business is located at 5045 Stanley Road, Flint, Michigan 48506 (the "Commission"), and the City of Flint, a Michigan municipal corporation, whose principal place of business is located at 1101 S. Saginaw Street, Flint, MI 48502 (the "City") (the Commission and the City together, the "Parties").

WHEREAS, the Parties executed a Park Partnership Agreement, effective June 27, 2014 (the "Agreement"), specific to the maintenance of City of Flint parks, including Max Brandon Park, Flint Park Lake Park, Thread Lake Park, and McKinley Park; and

WHEREAS, the Parties executed a First Amendment to the Park Partnership Agreement, effective May 10, 2016, to give the Commission authority and responsibility for seeking funds to construct and operate the Riverfront Restoration Project, which includes restoration to Chevy Commons, Riverbank Park, Vietnam Veteran's Park, Flint River Trail & Parkway, Lewis Street Park, West Boulevard Park, Riverside Park East, Riverside Forest Preserve, and Fabri and Hamilton Dams. It was agreed that the term of the Park Partnership Agreement be extended for an additional five (5) year term, beginning on the date the initial two (2) year term expires; and

WHEREAS, the Parties wish to amend the Agreement to allow the City to transfer funds granted by the Charles Stewart Mott Foundation to the Commission, in the amount of \$321,915.00, as shown in Appendix A, the award letter, to ensure proper maintenance and staffing of the agreed parks for the 2019-2020 fiscal year, according to the budget shown in Appendix B, the grant application; and

NOW THEREFORE, the Parties agree as follows:

1. The City will pay the Commission \$321,915.00 for the continued maintenance and staffing of agreed City of Flint parks for the 2019-2020 fiscal year, according to the budget shown in Appendix B, the grant application; and
2. The remaining terms of the agreement remain unchanged and in full effect.
3. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

CITY OF FLINT

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer

Date: \_\_\_\_\_

COUNTY OF GENESEE

By: \_\_\_\_\_  
Martin Cousineau, Chairman  
Board of County Commissioners  
Date: \_\_\_\_\_

GENESEE COUNTY PARKS &  
RECREATION COMMISSION  
By: \_\_\_\_\_  
Joe Krapohl, President

Date: \_\_\_\_\_



Charles Stewart Mott Foundation  
Mott Foundation Building  
503 S. Saginaw Street, Suite 1200  
Flint, Michigan 48502 USA

The Honorable Karen Weaver  
Mayor  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502-1420

NOV 19 12:18PM



Charles Stewart Mott Foundation  
Mott Foundation Building  
503 S. Saginaw Street, Suite 1200  
Flint, Michigan 48502 USA

Ms. Suzanne Wilcox  
Director of Department of Planning and Development  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502-1420

.....



October 28, 2019

The Honorable Karen Weaver  
Mayor  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502-1420

Project: Maintenance of City Parks  
(Grant No. 2019-05586)

Dear Mayor Weaver:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$321,915 to the City of Flint for the above-referenced project for the period October 1, 2019 through September 30, 2020.

Grant Payments

This grant will be paid upon receipt of your acceptance.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.
2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
3. Your organization's performance under the grant has not been satisfactory. The Mott Foundation in its sole and absolute discretion will determine whether performance has been satisfactory.

4. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

**Mott Foundation Contact Person and Resources**

Please direct all correspondence and questions relating to this grant to Jennifer Acree, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at <http://www.mott.org/grantee-resources>.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Suzanne Wilcox, can login at <https://mott.fluxx.io> with their registered email address.

**Use of Grant**

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted September 17, 2019.

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.



Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the "Reports" section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

#### Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records, and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

#### Reports

**The Mott Foundation requires the following report(s) to be submitted for this grant:**

<b>Report Type:</b>	<b>For Period Ending:</b>	<b>Due on or Before:</b>
Final Report	September 30, 2020	November 1, 2020

**The report must include the following parts, which must be submitted together:**

1. A **narrative report** summarizing what was accomplished by the expenditure of funds, including a description of progress made toward achieving the following reporting objectives:
  - a. provide adequate maintenance, equipment repair and debris removal in six parks and ten park properties;
  - b. patrol parks and properties as outlined in the partnership agreement; and
  - c. explore additional partnerships and opportunities to maintain and program parks.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and ten percent (10%) of the budgeted line item amount.

**Your organization must report against the approved budget of \$321,915 submitted on September 17, 2019** (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).





The Honorable Karen Weaver  
October 28, 2019  
Page 4 (Grant No. 2019-05586)

Reports and other grant requirements should be submitted online via the Mott Foundation's Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates (Word and Excel) are available for download via the Grantee Portal.

#### Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

#### Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

#### Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

#### Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please return, in the enclosed envelope, one complete copy of this letter with the **original signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.



The Honorable Karen Weaver  
October 28, 2019  
Page 5 (Grant No. 2019-05586)

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,



Mary A. Gailbreath  
Vice President-Administration and Secretary/Treasurer

MAG:cmm

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: City of Flint

Printed Name of Authorized Signer: Karen W. Weaver

Authorized Signature: Karen W. Weaver

(This must be an original signature of an authorized representative of the organization.)

Title: Mayor

Date Signed: 11-8-19





**Dr. Karen Weaver**  
Mayor

**CITY OF FLINT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
Suzanne Wilcox, Director



**Steve Branch**  
City Administrator

September 17, 2019

Mr. Ridgway White  
Charles Stewart Mott Foundation  
503 S. Saginaw Street, Suite 1200  
Flint, MI 48502

Dear Mr. White:

I would like to thank the C.S. Mott Foundation for your continued support of the City, particularly your recent contribution toward the fulfillment of the Flint Riverfront Restoration Project (FRRP). This support expands the City of Flint's efforts to create a more sustainable community. As you are aware, a key element in of the FRRP is the City's existing Partnership Agreement with the Genesee County Parks (GCP).

The Partnership Agreement was first established in June of 2014 in order to provide County Park resources to Flint residents at four City of Flint Parks: Max Brandon, Flint Park Lake, McKinley, and Thread Lake. The agreement required the City of Flint to contribute \$20,000. In exchange the Genesee County Parks provide weekly maintenance, event support, family programming, and security through deputized County Park Rangers. In 2016, the Agreement between the City and GCP was extended an additional five years and expanded to include Chevy Commons, Riverbank Park, and 10 other City of Flint Park properties along the Flint River. This expansion also allowed the Genesee County Parks to take the lead on grant applications that paid for the removal of the Fabri and Hamilton Dams, the transfer of Chevy Commons, and ultimately the Flint Riverfront Restoration Project. Without this expansion, the FRRP would not have advanced.

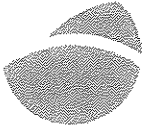
Currently, there are two more years remaining on the Partnership Agreement. The City recently learned that reductions in the Genesee County Parks budget will eliminate the services outlined above. These are services that Flint residents depend upon and feel very strongly that they are entitled to, given their support and ongoing contribution to the Genesee County Parks millage. The City of Flint is therefore requesting assistance from the Charles Stewart Mott Foundation in the amount of \$321,915 annually through 2021. This will allow the City to contract with the Genesee County Parks to provide the services outlined in the Partnership Agreement. Through your support, the City and Genesee County will be able to prevent any disruption of service to Flint residents in neighborhoods other than downtown, as well as ensure that the entire Riverfront will remain well maintained, safe, and activated.

The attached letter from the Genesee County Parks provides details regarding the anticipated costs and services provided to Flint residents through this Partnership Agreement.

If you have any questions or concerns about this grant request or Partnership Agreement, please contact Suzanne Wilcox, Director of Planning and Development at (810) 766 7426 Ext. 3001.

Thank you for your consideration,

Suzanne Wilcox  
Director



# GENESEE COUNTY PARKS

Barry June  
Director

September 5, 2019

Ted Henry  
County Commissioner

David Martin  
County Commissioner

Bryant Nolden  
County Commissioner

Michael J. Keeler  
Citizen Representative

Joe Krapohl  
Citizen Representative

Michael Lynch  
Citizen Representative

James Washington  
Citizen Representative

Cloyce Dickerson  
Ex-Officio

Gloria Nealy  
Ex-Officio

Jeffrey Wright  
Ex-Officio

A member of:

Michigan Recreation &  
Park Association

National Recreation &  
Park Association

Suzanne Wilcox, Director  
Department of Planning and Development  
City of Flint  
1101 S. Saginaw St.  
Flint, MI 48502

Subject: Parks Partnership Agreement, 2020

Dear Ms. Wilcox,

Thank you for the opportunity to provide a proposal to maintain the City of Flint's parks outlined in the Parks Partnership Agreement for the upcoming year, 2020.

After reviewing the costs from the current budget year, the following is proposed for the 2019-2020 budget year.

Equipment and Vehicle costs	\$83,000
Fuel	\$20,000
Grounds	\$10,000
Contract Services	\$5,000
Trash	\$5,780
Equipment Repair	\$10,000
Full Time maintenance cost	\$58,045
1 Seasonal Ranger Cost (7 days/8 hrs)	\$49,590
Seasonal Maintenance	\$80,500
<b>TOTAL</b>	<b>\$321,915</b>



We appreciate your time and attention to this request. The Genesee County Parks and Recreation Commission looks forward to providing quality recreational facilities and improving outdoor recreational opportunities for all citizens of Genesee County. If you have any questions or require additional information, please feel free to call me at 810.845.8306 or email [bjune@gcparks.org](mailto:bjune@gcparks.org).

Sincerely,

Barry M. June, Director  
Genesee County Parks and Recreation Commission

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 2-24-2020

ADOPTED: \_\_\_\_\_

**Resolution to Cancel Spending Authority and Revenue Recognition in 2019-2020 Community Development Block Grant (CDBG) Funds for Police Activities League (PAL) – City of Flint Police Department in the Amount of \$30,000 for Reprogramming Availability**

**BY THE MAYOR:**

Community Development Block Grant (CDBG) Program funds were previously allocated to activities and awarded to agencies through the 2019 – 2020 Action Plan process, resolution #190324.

Through this process, the Flint Police Department was awarded \$30,000 for its PAL program. The police department has prioritized law enforcement and has, therefore, elected to forgo the allocation.

In order to make funds available for future reprogramming, spending authority and revenue recognition needs to be cancelled for expense and revenue accounts associated with the existing activity as identified below. CDBG funds from the canceled accounts are to be transferred to unallocated CDBG accounts: revenue: FHUD-CDBG20 274-748.104-502.748 and expense: FHUD-CDBG20 274-748.104-700.100

<u>Agency</u>	<u>Amount</u>	<u>Revenue Account</u>	<u>Expense Account</u>
City of Flint Police Department	\$30,000	FHUD-CDBG20 274-748.220-502.748	FHUD-CDBG20 274-748.220-700.100

IT IS RESOLVED, that appropriate City officials are authorized to do all things necessary including budget amendments to cancel spending authority and revenue recognition in the revenue and expense accounts previously established and listed herein in the amount of \$30,000 in order to make available for future reprogramming to other CDBG eligible activities.

  
\_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer  
\_\_\_\_\_  
Amanda Trujillo  
Acting Chief Financial Officer\_\_\_\_\_  
Sheldon A. Neeley, Mayor\_\_\_\_\_  
Monica Galloway, Council President

## RESOLUTION STAFF REVIEW FORM

**DATE:** January 21, 2020

**Agenda Item Title:**

Resolution to Cancel Spending Authority and Revenue Recognition in 2019-2020 Community Development Block Grant (CDBG) Funds for Police Activities League (PAL) – City of Flint Police Department in the Amount of \$30,000 for Reprogramming Availability

**Prepared By:** Kevin L. Miller, CD Grant Coordinator

**Requestor:** Department of Planning and Development

**Background/Summary of Proposed Action:**

Community Development Block Grant (CDBG) Program funds were previously allocated to activities and awarded to agencies through the 2019 – 2020 Action Plan process, resolution #190324.

Through this process, the Flint Police Department was awarded \$30,000 for its PAL program. The police department has prioritized law enforcement and has, therefore, elected to forgo the allocation.

In order to make funds available for future reprogramming, spending authority and revenue recognition needs to be cancelled for expense and revenue accounts associated with the existing activity as identified below. CDBG funds from the canceled accounts are to be transferred to unallocated CDBG accounts: revenue: FHUD-CDBG20 274-748.104-502.748 and expense: FHUD-CDBG20 274-748.104-700.100

**Financial Implications:** Funds will be made for future reprogramming.

**Budgeted Expenditure:** Yes ☒ No ☐ Please explain, if no: *mmp*

**Account #:** Reviewed and approved by C. Dotson *C. Dotson*

Funds currently available in:

Revenue: FHUD-CDBG20 274-748.220-502.748 - \$30,000

Expense: FHUD-CDBG20 274-748.220-700.100 - \$30,000

**Pre-encumbered:**

Yes ☐ No ☒ N/A

**Requisition #:**

*City Department*

**Other Implications:** There are no other known implications at this time.

**Staff Recommendation:** Staff recommends approval of this resolution.

**APPROVAL**

*Suzanne Wilcox*

Suzanne Wilcox, Planning and Development Director

# RESOLUTION REVIEW FORM

FROM: DCED  
Division

DATE  
NO.

January 22, 2020  
20-1022  
Law Office Login #

RESOLUTION NAME:

Resolution to Cancel Spending Authority and Revenue Recognition in 2019-2020 Community Development Block Grant (CDBG) Funds for Police Activities League (PAL) – City of Flint Police Department in the Amount of \$30,000 for Reprogramming Availability

Date in:

## 1. RESOLUTION REVIEW - CED PROGRAM MANAGER

The attached RESOLUTION is approved by a Program Manager in the Division. By signing, the Program Manager approves this resolution to be processed for signatures.

By: Glenda Dunlap  
Program Manager

DATE:

(Date)

Date in:

## 2. RESOLUTION REVIEW - DEPT OF PLANNING AND DEV DIRECTOR

The attached RESOLUTION is approved by the DPD Director. By signing, the DPD Director approved this resolution to be processed for signatures.

By: Suzanne Wilcox  
Director

DATE:

(Date)

Date in:

## 3. RESOLUTION REVIEW - LEGAL

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY:  
The Legal Department has reviewed the RESOLUTION as to Form on this form approves as to FORM ONLY.

and by signing

By: Angela Wheler  
Chief Legal Officer

DATE:

Date in:

## 4. RESOLUTION REVIEW - FINANCE

The attached RESOLUTION is submitted to the FINANCE Department for approval as to **FINANCE COMPLIANCE**:  
The Finance Department reviewed this RESOLUTION, on this form approves as to FINANCE COMPLIANCE.

and by signing

By: Amanda Trujillo  
Acting Chief Financial Officer

DATE:

200102

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: 2-24-2020

ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING GRANT AMENDMENT TO INCREASE MICHIGAN  
DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)  
BROWNFIELD GRANT CONTRACT (SDEQ-19-BRDP) BY \$500,005.00 FOR TOTAL  
GRANT AWARD OF \$1,000,000.00**

**BY THE MAYOR:**

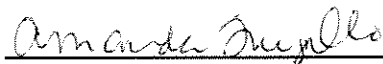
**WHEREAS**, Resolution 190147, adopted April 22, 2019, authorized the acceptance of a \$499,995 brownfield grant from EGLE for the purpose of environmental remediation within Choice Neighborhoods Phase I housing development; and

**WHEREAS**, EGLE has granted the City and housing partner an additional \$500,005 for the purpose of environmental remediation within Choice Neighborhoods Phase II housing development; and

**WHEREAS**, the total brownfield grant amount is now equal to \$1,000,000.00; and

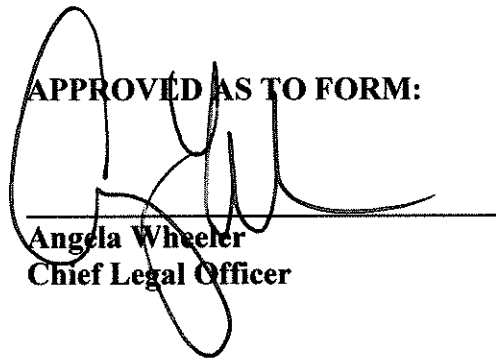
**IT IS RESOLVED** that appropriate City Officials are authorized to do all things necessary to amend existing grant agreement with EGLE, grant code SDEQ-19-BRDP, for an increase of \$500,005.00 and total award of \$1,000,000.00, recognized in expense account 296-721.200-801.000 and revenue account 296-721.200-539.000

**APPROVED AS TO FINANCE:**



**Amanda Trujillo**  
Acting Finance Director

**APPROVED AS TO FORM:**



**Angela Wheeler**  
Chief Legal Officer

**ADMINISTRATION:**

\_\_\_\_\_  
**Sheldon A. Neeley**  
Mayor

**CITY COUNCIL:**

\_\_\_\_\_  
**Monica Galloway**  
City Council President





## BUDGET AMENDMENT STAFF REVIEW FORM

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**DATE:** February 3, 2019

**Agenda Item Title:** RESOLUTION AUTHORIZING GRANT AMENDMENT TO INCREASE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE) BROWNFIELD GRANT CONTRACT (SDEQ-19-BRDP) BY \$500,005.00 FOR TOTAL GRANT AWARD OF \$1,000,000.00

**Prepared By:** Kristin Stevenson, Project Coordinator

**Background/Summary of Proposed Action:** In March 2019, the City was awarded \$499,995.00 in grant funds from the Michigan Department of Environmental Quality, presently the Dept. of Environment, Great Lakes & Energy (EGLE) to remove 18-24 inches of impacted soil throughout the Clark Commons Phase I development and replace it with imported, clean fill. This grant aligns with the Transformation Plan created through the South Flint Choice Neighborhoods Initiative. A grant contract was previously approved under resolution #190147. EGLE has since awarded an additional \$500,005 to the City to be used for Clark Commons Phase II environmental remediation. The new total grant award is \$1,000,000.00

The contract with EGLE allows for the City's development partner, Norstar Development USA and owner entity, Clark Commons LDHA, LLC to mitigate known contaminants on the sites planned for redevelopment within Clark Commons Phase 1. The owner entity of the new housing, Clark Commons LDHA, LLC will be receiving the grant dollars to execute the mitigation work. The authorization does not constitute a change order.

This Brownfield Redevelopment Grant and the corresponding contract with EGLE will allow the City and partner, Clark Commons LDHA LLC to further implement many strategies identified in the master plan and specifically "create multi-income housing by integrating public and affordable housing into new developments".

**Financial Implications:** This grant leverages existing funds throughout the community, and delivers no impact to the City's General Fund accounts.

**Budgeted Expenditure:** Yes \_\_\_ No \_\_\_ Please explain, if no: Grant not accepted *mmp*

**Pre-encumbered:** Yes \_\_\_ No ☒ X

**Account No.:** SDEQ-19-BRDP 296-721.200-801.000; 296-721.200-539.000 *C. Peterson 2-12-2020*

**Staff Recommendations:** The Director of Department of Planning and Development recommends approval of this budget amendment.

  
\_\_\_\_\_  
Suzanne Wilcox, Director of Planning and Development



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



LIESL EICHLER CLARK  
DIRECTOR

January 8, 2020

The Honorable Sheldon Neeley  
Mayor of Flint  
1101 South Saginaw Street  
Flint, Michigan 48502

Dear Mayor Neeley:

SUBJECT: Brownfield Redevelopment Grant  
Clark Commons I & II  
Tracking Code: 2019-1376  
Location Code: 8G02

The Department of Environment, Great Lakes, and Energy (EGLE) received your request for scope change and budget increase of the Brownfield Redevelopment Grant for the Clark Commons Redevelopment project. We support a modification to the project scope and budget to complete the work.

The amendment to modify the agreement must be signed by both your agency and EGLE in order to go into effect. Attached is the agreement amendment that reflects the revised budget. Please sign and return as **quickly as possible**, to ensure that the amendment will be processed.

Please return via email:

1. Print and sign the attached document
2. Scan the signed version
3. Email the scanned file to both myself and EGLE-Brownfields@michigan.gov

After the amendment has been signed by EGLE, a signed original will be returned to you for your records.

Thank you for keeping us informed of the project status. If you have any questions please contact me.

Sincerely,

Janet Michaluk, Brownfield Coordinator  
Brownfield Assessment and Redevelopment Section  
Remediation and Redevelopment Division  
517-643-0314  
MichalukJ@Michigan.gov

Enclosures

cc: Ms. Carrie Geyer, EGLE  
Mr. Ryan Londrigan, EGLE  
Ms. Dawn Austin, EGLE  
Mr. Mark Kussro, EGLE  
File #2019-1376



Tracking Code: **2019-1376**  
Location Code: **8G02**  
Amendment: **2**

**CLARK COMMONS I & II PROJECT  
AMENDMENT TO THE BROWNFIELD GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND THE  
CITY OF FLINT**

This Amendment modifies the grant agreement between the Michigan Department of Environment, Great Lakes, and Energy, (hereafter "State"), and the **City of Flint** (hereafter "Grantee"), signed by the State on **May 1, 2019**, for the **Clark Commons I Project**. This Amendment does not take effect until signed by both parties.

The revisions to the grant agreement are limited to those specified below. All other provisions of the agreement remain in effect.

**PROJECT SCOPE (WORK PLAN)**

The State and the Grantee agree to the following change in scope of work as described below.

This amendment allows for the addition of Phase II of the Clark Commons Redevelopment Project. The new project boundary includes scattered sites loosely bounded by Mary Street to the north, Saginaw Street to the east, East 5th Avenue to the south, and Avenue C to the west, Genesee County, Michigan. (See revised Figure 1 attached)

**COMPENSATION (BUDGET)**

The State and the Grantee agree to the budget modifications described below.

A budget increase of \$500,005 for Due Care Activities (Task 2) is being added to accommodate a portion of the activities needed to address due care obligations for both phases of the Clark Commons Redevelopment Project. The budget change is reflected in the table below.

Budget Amendment:

Eligible Activity	Original Grant Budget	Amended Grant Budget - 10/1/2019 (Amendment #1)	Amended Grant Budget (Amendment #2)
1. Investigation and BEA	\$102,965	\$0	\$0
2. Due care activities	\$373,030	\$499,995	\$1,000,000
3. Third-party environmental oversight professional	\$24,000	\$0	\$0
<b>Total</b>	<b>\$499,995</b>	<b>\$499,995</b>	<b>\$1,000,000</b>

## **AUTHORIZED SIGNATURES**

The individuals below certify by their signatures that they are authorized to sign this Grant Amendment on behalf of their agencies and agree to the changes included herein. This Amendment will go into effect upon signature of the State.

### **FOR THE GRANTEE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Honorable Sheldon Neeley  
Name

\_\_\_\_\_  
Mayor of Flint  
Title

\_\_\_\_\_  
Date

### **FOR THE STATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mike Neller  
Name

\_\_\_\_\_  
Director, Remediation and Redevelopment Division  
Title

\_\_\_\_\_  
Date





GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



LIESL EICHLER CLARK  
DIRECTOR

May 2, 2019

The Honorable Karen Weaver  
Mayor of Flint  
1101 South Saginaw Street  
Flint, Michigan 48502

Dear Mayor Weaver:

SUBJECT: Renew Michigan Fund Grant  
Clark Commons I  
Tracking Code: 2019-1376  
Location Code: 6E56

Enclosed for your records is an original signed contract for the Clark Commons I Brownfield Redevelopment grant project.

As a reminder, a detailed work plan, including a budget and schedule, must be submitted and approved in writing by the Department of Environment, Great Lakes, and Energy (EGLE) prior to conducting any activities. Activities that are not part of an approved work plan or amended work plan are ineligible. You may be responsible for payment of activities undertaken without prior EGLE approval.

Progress reports must be submitted to EGLE quarterly and must include invoices for expenses incurred during the quarter. A progress report describing project status must be submitted even if no expenses are incurred during the quarter.

If you have questions concerning your grant, or to request approval of a work plan, please contact me. I look forward to working with you on this project.

Sincerely,

Janet Michaluk, Brownfield Redevelopment Coordinator  
Brownfield Redevelopment Unit  
Remediation and Redevelopment Division  
517-643-0314

Enclosures

cc: Ms. Carrie Geyer, EGLE  
Ms. Dawn Austin, EGLE  
Mr. Mark Kussro, EGLE  
File #2019-1376



**BROWNFIELD GRANT CONTRACT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY  
AND CITY OF FLINT**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, Remediation and Redevelopment Division (hereafter "State"), and the City of Flint (hereafter "Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the funding sources identified in Appendix A. This Contract is subject to the terms and conditions specified herein.

Project Name: **Clark Commons I**  
Amount of Grant: **\$499,995**  
Start Date: **Date executed by DEQ**

Location Code: **8G02**  
Tracking Code: **2019-1376**  
End Date: **Two years after Start Date**

**GRANTEE CONTACT:**

Name/Title

Kristin Stevenson, Choice Neighborhood Coordinator

Organization

City of Flint

Address

1101 South Saginaw Street  
Flint, Michigan 48502

Telephone number

810-766-7426

E-mail address

kstevenson@cityofflint.com

Federal ID number

38-60044611

**STATE'S CONTACT:**

Name/Title

Janet Michaluk, Brownfield Coordinator

Division

Remediation and Redevelopment Division

Address

Constitution Hall, South Tower, 1<sup>st</sup> Floor  
525 West Allegan Street  
P.O. Box 30426  
Lansing, Michigan 48909

Telephone number


517-643-0314

E-mail address

michalukj@michigan.gov


The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

  
Honorable Karen Weaver  
Mayor of Flint

3-25-19  
Date

**FOR THE STATE:**

  
Susan Leeming, Director  
Remediation and Redevelopment Division  
Michigan Department of Environmental Quality

1 May 2019  
Grant Execution Date / Contract Start Date  
Contract End Date is two years after this date

## **I. PROJECT SCOPE**

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

## **II. CONTRACT PERIOD**

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

## **III. CHANGES**

Any changes to this Contract other than budget line item revisions less than 20 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with



the final project report and any other outstanding products within 30 days from the End Date of the Contract.

(C) The Grantee must provide three (3) copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Contract. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not

assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

#### **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

#### **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

#### **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

#### **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

#### **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

#### **XIII. ANTI-LOBBYING**

If all or a portion of this Contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the

State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

#### **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self-Service website (<http://www.michigan.gov/sigmavss>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

## **XX. CANCELLATION**

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Contract up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.

- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
  - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
  - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
  - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
  - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
  - c. Convicted under State or federal antitrust statutes; or
  - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
  - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

## **XXII. IRAN SANCTIONS ACT**

By signing this Contract the Grantee is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312.

## **XXIII. ACCESS AGREEMENTS**

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

## **XXIV. GRANT ADMINISTRATION**

The use of a Grant Administrator to review work plans, reports, and other documents prepared by the Contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of work and budget prior to incurring grant administration costs. Grant administration costs will be limited to three percent (3%) [ten percent (10%) (for areawides only)] of the total grant amount.

## **XXV. INELIGIBLE EXPENSES**

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Contract; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system ; operation and maintenance, defined as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training. Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

#### **XXVI. BIDS, CONTRACTORS**

(A) For contracts over \$20,000, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract over \$20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Grantee shall provide to the State, copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

(E) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

#### **XXVII. WORK PLANS AND PROJECT IMPLEMENTATION**

(A) Prior to conducting any activities except property acquisition under the Contract, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Grantee being responsible for payment of unapproved activities.

## **XXVIII. ECONOMIC DEVELOPMENT**

(A) The Grant Recipient acknowledges by its signature of this Contract that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

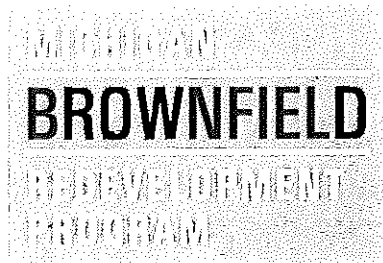
## **XXIX. OTHER TERMS AND CONDITIONS**

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Contract.

(C) The Grantee acknowledges, by signature of this Contract, that the State is not obligated to provide additional funding for this project. The Grantee shall assume responsibility for any additional environmental activity costs necessary to complete the project in excess of the approved Grant.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the contract. Contract extensions should be requested by the Grantee or the State in writing, prior to the contract end date. The term of the contract may be extended up to a maximum of four additional 1-year periods. This contract may only be extended by a signed agreement between both parties.



## BROWNFIELD REDEVELOPMENT GRANT / LOAN APPENDIX A

Project Details			
<b>Project name and address</b>	Clark Commons I Scattered sites bounded by North Saginaw Street, Merrill Place, Root Street, and Louisa Street	<b>Grantee / Borrower</b>	City of Flint
<b>Tracking code</b>	2019-1376	<b>Location Code</b>	6E56
<b>Private investment</b>	\$15,773,553	<b>Jobs created</b>	2 full time equivalent (FTE)
<b>Grant amount</b>	\$499,995	<b>Loan amount</b>	\$0
<b>Funding Source</b>	Renew Michigan Grant (RMG)		

**PROJECT DESCRIPTION:** The city of Flint is receiving a grant for investigation, baseline environmental assessment (BEA), and due care implementation to address soil, groundwater, and soil gas contamination including vapor intrusion mitigation and exposure barriers, as necessary.

Norstar Development USA, L.P. was the selected developer for Phase I of the Clark Commons project, the first segment of the South Flint Community Plan (SFCP). The SFCP is a community driven comprehensive mixed-use development plan focusing on mixed-income (public, affordable, and market rate) Infill housing units and the strengthening of the commercial corridor along Saginaw Street. Phase I will consist of 62 new housing units and at least one commercial building across 28 currently vacant parcels (see Figure 1).

### ANTICIPATED SCOPE OF WORK / BUDGET:

The scope of work includes, but is not limited to:

- Investigation and BEA
- Due care activities including, but not limited to, contaminated soil management, vapor intrusion mitigation and exposure barriers, and associated oversight, sampling, and reporting



Eligible activities include:

Eligible Activity	Grant
1. Investigation and BEA	\$102,965
2. Due care activities	\$373,030
3. Third-party environmental oversight professional (up to 5 percent of grant amount)	\$24,000
Total	\$499,995

In addition to the broad budget items listed above, grant and loan funds may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks approved by the Department of Environmental Quality (DEQ) grant coordinator. Tasks not listed above must be approved prior to the performance of those tasks.

Prior to the start of any grant or loan eligible work, a work plan must be submitted to the DEQ for review and approval. Work performed outside of an approved work plan may not be eligible for grant or loan reimbursement. Work plan development will be paid for under the budget items listed above. A budget maximum of up to \$5,000 is approved for work plan development. If an individual work plan or multiple work plans collectively exceed the \$5,000 cap, specific approval must be received prior to the development of the work plan or work plans beyond a development cost of \$5,000 in order to be considered grant or loan eligible.

Progress reports must be submitted quarterly even if there are not any expenses incurred for the quarter. Progress reports must include invoices for expenses incurred during the quarter and copies of checks or statements showing all consultants / contractors were paid for the previous quarter.

**SCHEDULE:** Work will be initiated on approved projects within two weeks of State approval unless otherwise approved by the State. The project will proceed on the following schedule:

Task	Schedule
1. Investigation and BEA	1 <sup>st</sup> quarter after start date
2. Due care activities	1 <sup>st</sup> - 4 <sup>th</sup> quarter after start date
3. Third-party environmental oversight professional	1 <sup>st</sup> - 4 <sup>th</sup> quarter after start date

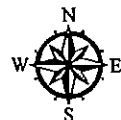
# CLARK COMMONS



— Project Scope

▨ Infill Locations

0 225 450 900 Feet

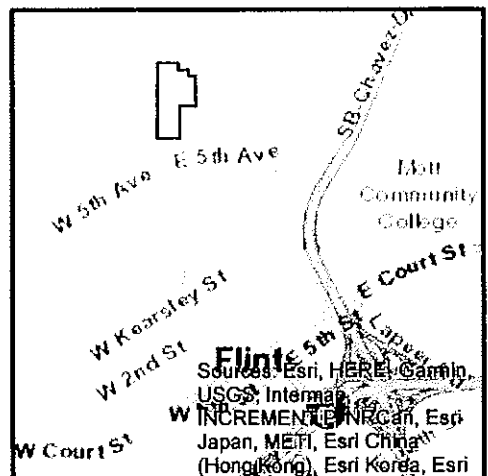


MICHIGAN  
**BROWNFIELD**  
REDEVELOPMENT  
PROGRAM

Datum: WGS 1984 Photo Source: MRS Data 2010 Resolution: 10

## VARIOUS ADDRESSES

FLINT, GENESSE  
T7N R6E  
FIGURE 1  
MDEQ Remediation &  
Redevelopment Division  
January 2019



**RESOLUTION REVIEW FORM**

FROM: PLANNING & ZONING  
Division

DATE  
NO.

2/13/20  
20-1029  
Law Office Login #

RESOLUTION NAME:

**RESOLUTION AUTHORIZING GRANT AMENDMENT TO INCREASE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE) BROWNFIELD GRANT CONTRACT (SDEQ-19-BRDP) BY \$500,005.00 FOR TOTAL GRANT AWARD OF \$1,000,000.00**

Date in:

**1. RESOLUTION REVIEW - DEPT OF PLANNING AND DEV DIRECTOR**

The attached RESOLUTION is approved by the DPD Director. By signing, the DPD Director approved this resolution to be processed for signatures.

By: Suzanne Wilcox  
Director

DATE:

2/12/20  
(Date)

Date in:

**2. RESOLUTION REVIEW - LEGAL**

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY. The Legal Department has reviewed the RESOLUTION as to Form on this form approves as to FORM ONLY.

By: Angela Wheeler  
Chief Legal Officer

DATE:

2/14/2020  
(Date) and by signing  
2/14/2020

Date in:

**3. RESOLUTION REVIEW - FINANCE**

The attached RESOLUTION is submitted to the FINANCE Department for approval as to **FINANCE COMPLIANCE**: The Finance Department reviewed this RESOLUTION, on this form approves as to FINANCE COMPLIANCE.

By: Amanda Trujillo  
Acting Finance Director

DATE:

2/19/2020

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

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

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

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

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

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

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

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

Adopted this \_\_\_\_\_ day of

\_\_\_\_\_, 2020 A.D.

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

APPROVED AS TO FORM:

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

## ORDINANCE REVIEW FORM

FROM: Planning and Development  
Department

NO. 20-  
Law Office Login #


ORDINANCE NAME:

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

### 1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

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

By: Director

  
Suzanne Wilcox, Director, P&D

DATE: 2/6/20

### 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:

Amanda Trujillo, Acting Chief Financial Officer

DATE: \_\_\_\_\_

### 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, Chief Legal Officer

DATE: 2-14-2020

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

The Grand on University, 422 W University Ave tax comparisons

1) Current taxable generated:	\$1,100	Pilot is based on 4%	
2) PILOT estimation	\$16,631.24	DIFFERENCE BETWEEN PILOT AND AD VALOREM TAX	\$38,355 per year

Based on the Schedule of Rents provided by Communities First, Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 48 units is \$415,781.

3) Estimated project ad valorem taxable value:

	One Bedroom	Two Bedroom	Three Bedroom
Market Rent	\$600	\$875	\$1,000
Number of Units	20	21	7
	\$12,000	\$18,375	\$7,000

Monthly Income	\$37,375
Yearly Income	\$448,500
Vacancy/Loss (10%)	(\$67,275)
Potential Gross Income	\$381,225
Expenses	(\$171,551)
Net Operating Income	\$209,674
Cap Rate of 13%	\$1,612,875
SEV/TV	806,438
Potential Taxes	\$54,986

FROM: DCED  
REQUESTOR

DATE: 2/4/2020  
DATE REQUIRED: 2/10/2020

DEPARTMENT: Community and Economic Development

DOCUMENT REQUIRING APPROVAL: "THE GRAND" PILOT APPLICATION

The below signed Department has reviewed and approved the attached PILOT application as presented. Through its approval, the Department is approving that a PILOT Ordinance will be prepared and routed.

**Approval: CED**

The attached document is approved by the Director of the Department. By signing, the Director acknowledges that they are aware of and authorizes this document to be approved and an ordinance resolution to be prepared and routed.

By: **Suzanne Wilcox** Suzanne Wilcox  
Director, Planning & Development

DATE: 2/7/20

**Approval: Zoning**

The attached document is approved by the Director of the Department. By signing, the Director acknowledges that they are aware of and authorizes this document to be approved and an ordinance resolution to be prepared and routed.

By: Adam Moore  
Zoning Coordinator

DATE: 2/12/20

**Approval: Planning Division**

The attached document is approved by the Director of the Department. By signing, the Director acknowledges that they are aware of and authorizes this document to be approved and an ordinance resolution to be prepared and routed.

By: **Adam Moore** Adam Moore  
Lead Planner/Planner III

DATE: 2/12/20

**Approval: Assessor**

The attached document is approved by the Director of the Department. By signing, the Director acknowledges that they are aware of and authorizes this document to be approved and an ordinance resolution to be prepared and routed.

By: **Stacey Kaake** Stacey Kaake  
Assessor

DATE: 2/10/2020

**Approval: Finance**

The attached document is approved by the Director of the Department. By signing, the Director acknowledges that they are aware of and authorizes this document to be approved and an ordinance resolution to be prepared and routed.

By: **Amanda Trujillo** Amanda Trujillo  
Acting Chief Financial Officer

DATE: 2/12/2020

**Approval: Administrator**

The attached document is approved by the Director of the Department. By signing, the Director acknowledges that they are aware of and authorizes this document to be approved and an ordinance resolution to be prepared and routed.

By: **Clyde Edwards** Clyde Edwards  
City Administrator

DATE: 2/14/20

The Grand on University, 422 W University Ave tax comparisons

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Number of Units	20	21	7
	\$12,000	\$18,375	\$7,000

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Potential Gross Income	\$381,225
Expenses	(\$171,551)
Net Operating Income	\$209,674
Cap Rate of 13%	\$1,612,875
SEV/TV	806,438
Potential Taxes	\$54,986



**The Grand on University (Previously University Park Apartments)**

**Address and Parcel:**

422 W University Ave, 40-12-457-008

**Current Owner:**

Giselle Farrah Trust

*\*CFI has a Purchase Option on the property through March 1, 2020.*

**Applicant:** Communities First, Inc.

**Requested PILOT: 4% (a reduction over previous applications)**  
*(Requested a 6% PILOT when called University Park)*

**Unit Mix:**

One-Bedroom Units: 20

Two-Bedroom Units: 21

Three- Bedroom Units: 7

*Plus, 3,300 sq. ft. of commercial space that will front Grand Traverse St.*

**Construction Start Date:** July 2020

*\*Note: Prior applications failed- once in 2018 and again in 2019.*

**Zoning Board Enforcement | EN19-0002478****Property Information**

40-12-457-008

422 W UNIVERSITY AVE

Subdivision:

FLINT MI, 48503

Lot:

Block:

**Name Information**

Owner: FARAH, GISELE TRUST

Phone:

Occupant:

Phone:

Filer: COMMUNITIES FIRST, INC

Phone: (810) 422 5358

**Enforcement Information**

Date Filed: 08/06/2019

Date Closed: 08/20/2019

Status: Approved

Complaint:

ZBA 19-2228 USE VARIANCE, MULTI-USE, MULTI-FAMILY RESIDENTIAL

HEARING DATE: 8/20/19

OUTCOME: APPROVED

Last Action Date:

Last Inspection:

Last Action:

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**Planning Commission Enforcement | EN19-0003034****Property Information**

40-12-457-008

422 W UNIVERSITY AVE  
FLINT MI, 48503

Subdivision:

Lot:

Block:

**Name Information**

Owner: FARAH, GISELE TRUST

Phone:

Occupant:

Phone:

Filer: GLENN WILSON

Phone: (810) 422 5358

**Enforcement Information**

Date Filed: 09/25/2019

Date Closed:

Status: Paid

Complaint:

PLANNING COMMISSION SITE PLAN REVIEW

Last Action Date:

Last Inspection:

Last Action:

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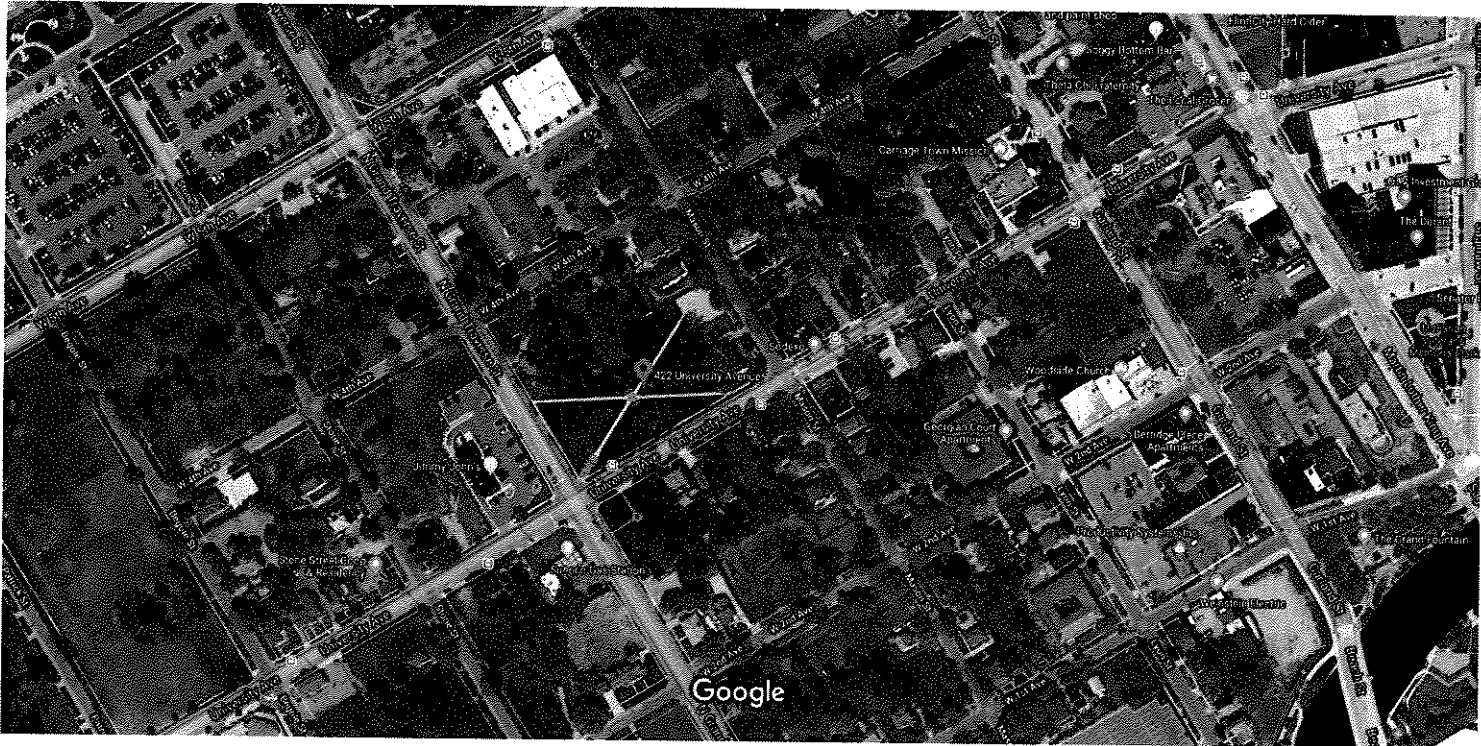
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Go gle Maps 422 University Ave  
GOOGLE MAPS SATELLITE VIEW



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 100 ft

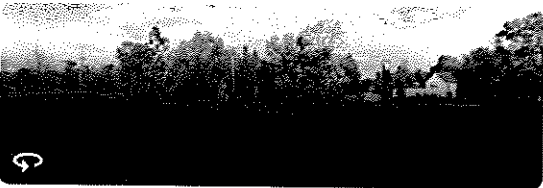


422 University Ave  
Flint, MI 48503

- Directions
- Save
- Nearby
- Send to your phone
- Share

2892+R7 Flint, Michigan

Photos



## CONNECTEXPLORER®



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# 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 2<sup>nd</sup> and 4<sup>th</sup> Mondays of each month.

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

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

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

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

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

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

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



## **APPLICATION REQUIREMENTS**

1) Completed Application Form

2) Narrative:

a. Background information:

i. Development experience of team

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

ii. Describe the corporate partnership structure

Please see attached proposed organization chart.

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

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

ii. **Economic impact** – At this time, we do not have final pricing but we expect the project to cost over \$13 million with a large multiplier effect from construction and long term economic impact to local businesses in the immediate walking area (Carriage Town and University Avenue Corridor). Additionally, the project will likely create hundreds of construction jobs and additional jobs for property a management office and maintenance staffing and contracts.

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

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

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

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

vii. **Architectural renderings to include the number and type of units** – Planned unit mix – twenty (20) one-bedroom units; twenty-one (21) two-bedroom units; and seven (7) (forty-eight (48) total units); See attached site concept plan.

viii. **Any other information to fully explain the project**

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

The Project will be marketed through local media advertising, as well as word of mouth. Given current demand for housing in Flint, we expect full occupancy to take approximately 4 to 8 months.

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

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

**ii. Name of the property owner at the time of application.** Gisele Farah Trust

**iii. If the applicant is not the current owner of record, attach a valid option to purchase.** See Attached Option to Purchase Real Estate Agreement, dated March 18, 2019 and Option to Purchase Real Estate Agreement Amendment, dated March 18, 2019.

**iv. Describe any and all financing, options, and liens on the property** We are not aware of any liens on the property. We plan to finance the development through low income housing tax credit equity, debt, and grant funds.

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

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

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

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

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

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

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

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

**i. Closing of the loan or contributing financing** July 2020

**ii. First expenditure of funds with regards to the project** January 2019

iii. Anticipated date construction will begin July 2020

iv. Anticipated date of completion August 2020

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

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

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

ii. **Energy efficiency and green practices** Project will be certified by Enterprise Green Communities.

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

We have had several meetings with neighborhood residents and the neighborhood association, including attendance at a board meeting.

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

The property's Walkscore is 52, however it is within 1/3 of mile of an 81 walkscore and downtown Flint, and just under ½ mile from Hurley Hospital. Additionally, we expect the walkscore to increase dramatically once the property is placed in service. The property is located in the Carriage Town Historic District, one block away from Factory 1.

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



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

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

**APPLICANT INFORMATION**

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

**GUARANTORS INFORMATION**

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

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

## **PROJECT INFORMATION**

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

## **DEVELOPMENT TEAM**

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

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

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

EMPOWERING PEOPLE.  
BUILDING COMMUNITIES.



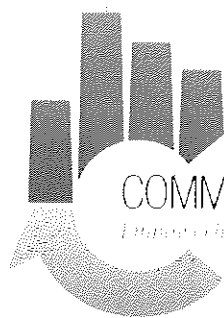
## QUALITY OF LIFE STARTS WITH COMMUNITY.

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

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

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

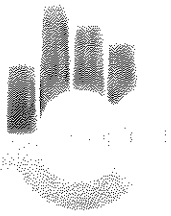
If you believe in the power of community like we do, we welcome you to learn more and join us in making a difference.



COMMUNITIES FIRST, INC.  
*Empowering People. Building Communities.*

810.422.5358 | COMMUNITIESFIRSTINC.ORG





## ***Communities First, Inc. Overview***

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

### **Affordable Housing**

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

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

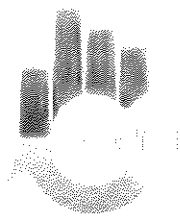
### **Economic Development**

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

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

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

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

#### Green Life Community Education Program

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

#### Culture Shock

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

#### The Essence of Communities First, Inc.

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

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

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COMMUNITIES FIRST, INC.



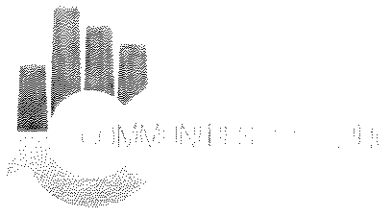


leverage federal, state and local resources to operate as a catalyst for positive change in distressed communities. The success of CFI in Flint has led to plans for expansion into other cities throughout Michigan with similar needs.

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

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COMMUNITY DEVELOPMENT | ECONOMIC DEVELOPMENT | HOUSING DEVELOPMENT  
COMMUNITY SERVICES | ENVIRONMENTAL JUSTICE | POLITICAL PARTICIPATION



## **Glenn Wilson** **President/CEO**

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

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

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

## **Essence Wilson** **Chief Strategy Officer**

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

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

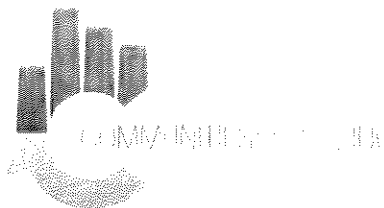
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415 W. COURT ST.  
FLINT MI 48503

PO BOX 152  
FLINT MI 48501

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



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

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

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

### **Michael E. Wright** **Real Estate Development Director**

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

### **Lisa Mauzey** **Financial Management Consultant**

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

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## Project: Oak Street Senior Apartments



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

**Project Type:** Permanent Supportive Housing for Elderly

**Unit Mix:** 24 Units Permanent Supportive Housing

**Year of Completion:** 2014

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

**Total Project Cost:** \$5.1 Million

**Additional Details:** Please visit [https://www.youtube.com/watch?v=Velpu15\\_184](https://www.youtube.com/watch?v=Velpu15_184) for a video of the ribbon cutting ceremony and [https://www.youtube.com/watch?v=c6W\\_D0\\_WNXA](https://www.youtube.com/watch?v=c6W_D0_WNXA) for more information.

## Project: Swayze Court Apartments



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

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

**Unit Mix:** 28 PSH Units, 8 Units Mixed Affordable

**Year of Completion:** 2016

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

**Total Project Cost:** \$8.3 Million

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

## Project: Coolidge Park Apartments



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

**Project Type:** Low Income Housing Tax Credits (LIHTC)

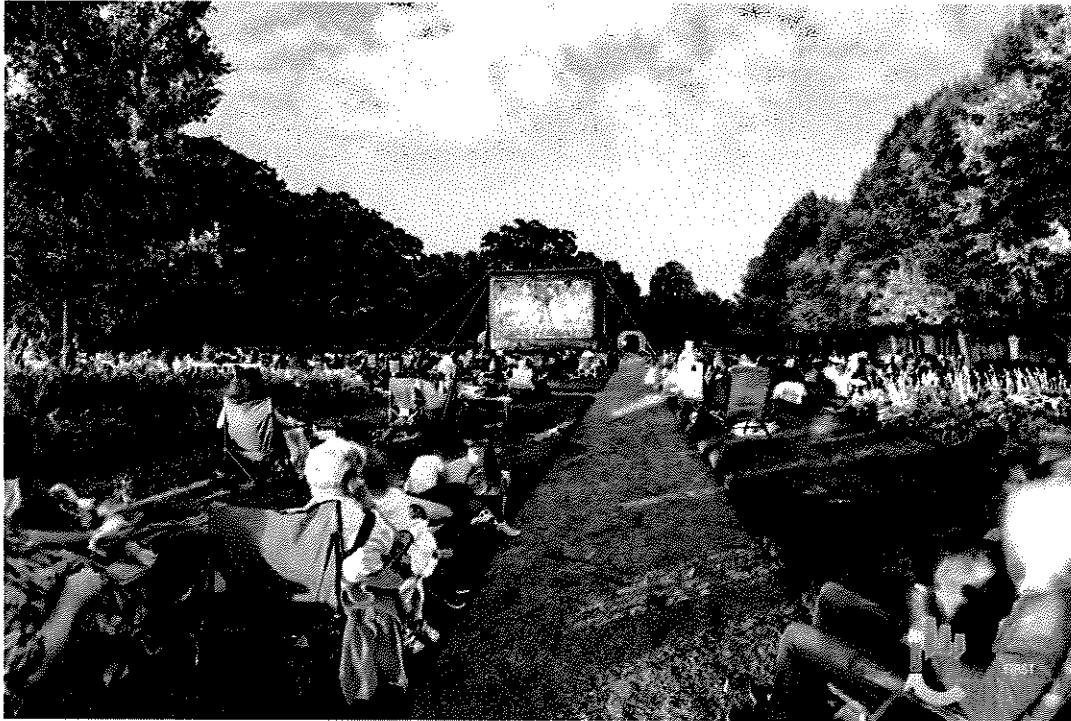
**Unit Mix:** 54 LIHTC Units, 9 market rate units, 9,000 sq. feet commercial space

**Estimated Year of Completion:** Early 2019

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

**Total Project Cost:** \$16.3 Million

## **Event: Movies Under the Stars**



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

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

**Program Years:** 2014-2017

## Project: Flint Artist Market



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

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

**Community Engagement Timeframe:** Two community engagement events in 2016.



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

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



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



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

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



# Making Public-Private Partnerships Work

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

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

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

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

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



**RAD Conversion Specialists**

10000 E. 10th Avenue, Suite 100, Detroit, MI 48202-3200



### SHOWCASE COMMUNITIES

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

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

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

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

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

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

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

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

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

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

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

### RAD PROGRAM

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Recent Experience**

#### **Cornerstone Estates – Phase III**

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

#### **Woodbridge Estates – Phase VI**

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

#### **Bridgeport Apartments**

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

**Paw Paw Housing Commission**

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

**Swayze Court Apartments**

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

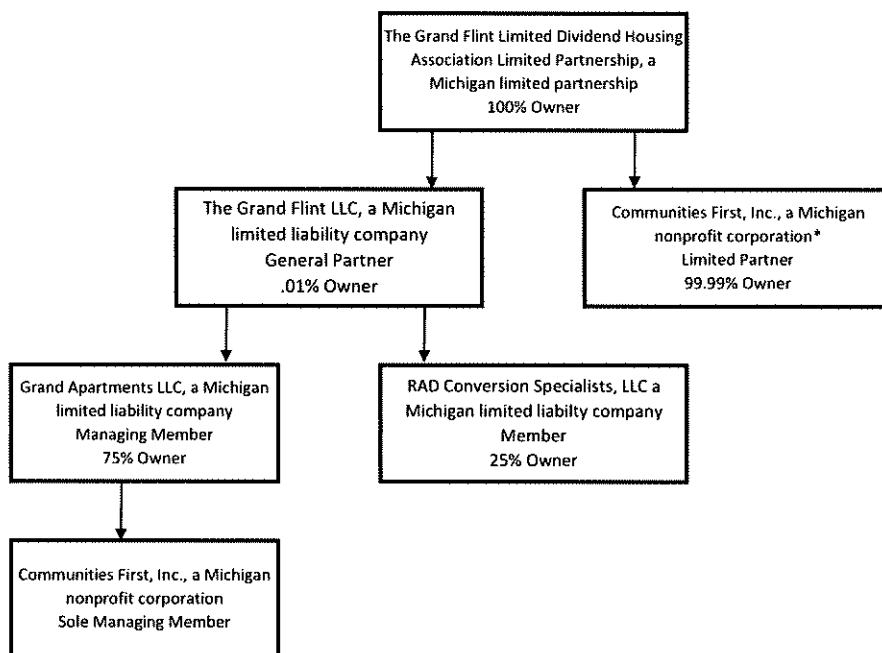
**Woodbridge Estates – Senior Apartments**

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

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



## Proposed Organization Chart for The Grand on University



\*Will be replaced by the Investor Limited Partner upon syndication

PROPOSED LATE MAINTENANCE ZONE REOPENINGS

**Figure 1: Calculation of the 'cost of capital'**

**Flowchart:**

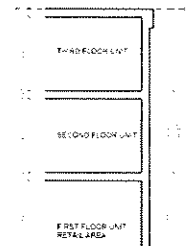
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graph TD
    A[Total Assets] --> B[Total Liabilities]
    B --> C[Equity]
    B --> D[Debt]
    C --> E[Cost of Equity]
    D --> F[Cost of Debt]
    E --> G[Weighted Average Cost of Capital]
    F --> G
  
```

**Table:**

Item	Value	Percentage	Value	Percentage
Total Assets	\$100.00	100%	\$100.00	100%
Total Liabilities	\$40.00	40%	\$40.00	40%
Equity	\$60.00	60%	\$60.00	60%
Debt	\$40.00	40%	\$40.00	40%
Cost of Equity	12.00	20%	12.00	20%
Cost of Debt	4.00	10%	4.00	10%
Weighted Average Cost of Capital	8.00	8%	8.00	8%

32.0 mg/L, 6 mg/L, 4 mg/L, 2 mg/L, 1 mg/L  
TVA/US: 100, 200, 300, 400, 500



.....  
 9. ...  
 10. ...



**PROJECT** **EDGEWICK ARCHITECTS**  
410 East Court Street Flint, MI 48503  
TEL: 810-238-9647 | FAX: 810-238-4900  
[www.sarch.us](http://www.sarch.us)



REV	DATE	BY	DESCRIPTION	APPROVED
1	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
2	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
3	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
4	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
5	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
6	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
7	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
8	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
9	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.
10	11/11/11	J. L. L. L.	Initial Design	J. L. L. L.

**422 West University Housing  
Project**

## Conceptual Site Plan

**A1**

## OPTION TO PURCHASE REAL ESTATE AGREEMENT

This Option to Purchase Real Estate Agreement (the "Agreement") is made and entered into effective this June 7, 2018, by and between Gisele Farah Trust with an address of P.O. Box 3597, Flint, Michigan 48502 (the "Seller") and Communities First, Inc., a Michigan non-profit corporation or an affiliate entity to be formed (the "Purchaser") with an address of 415 W. Court Street, Flint, MI 48503.

### RECITALS:

**WHEREAS**, the Seller is the owner of certain land in the City of Flint, County of Genesee, State of Michigan legally described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, the Purchaser desires to purchase the Property and the Seller has agreed to sell the Property to Purchaser;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements stated herein and in consideration of the earnest money paid, receipt of which is hereby acknowledged, the parties agree as follows:

### I. OPTION TO PURCHASE

A. Option Grant and Consideration. Seller hereby grants to Purchaser the exclusive and irrevocable option to purchase the Property upon the terms and provisions of this Agreement (the "Option"). The Option shall only be exercisable during the period commencing on the date of execution of this Agreement and ending July 1, 2019 (the "Option Term"). As consideration for the Option during the Option Term, Purchaser will deliver to Cinnaire Title Company (the "Title Company") within three (3) days of the execution hereof the sum of Ten 00/100 Dollars (\$10.00) in the form of check payable to Seller (the "Option Consideration") which shall be held by the Title Company and shall be applied as hereinafter provided. Purchaser may request an extension of the Option Term for no more than two (2) additional six (6) month terms ("Extension") by payment of an additional One Thousand and 00/100 Dollars (\$1,000.00) for each Extension no later than the date of the commencement of each Extension of the Option Term. In no event shall the Expiration Date occur later than July 1, 2019. Any additional payment made hereunder shall be considered part of the Option Consideration, and shall be held by the Title Company and shall be applied as hereinafter provided.

B. Exercise of Option. The Option may be exercised by Purchaser by delivery to Seller during the Option Term or the Extensions of notice in writing of the exercise of the Option.

C. Expiration of Option. If Purchaser fails to properly exercise the Option as provided herein the Option shall expire absolutely and Purchaser shall have no right to purchase the Property or any remaining portion thereof. In such event Seller shall retain the Option Consideration as its sole and exclusive consideration for the Option and Seller shall be entitled to no other remedy or recourse whatsoever against Purchaser arising out of Purchaser's failure to exercise the Option.

D. Option Consideration applied at Closing. The Option Consideration shall each be applied against the Purchase Price upon Closing (as hereinafter defined).

## **II. PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE.**

A. Price. The purchase price (the "Purchase Price") for the Property upon exercise of the Option is Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars (the "Purchase Price"). The Purchase Price is payable by the Purchaser to the Seller in US Dollars at the Closing plus or minus prorations or other adjustments made pursuant to the terms of this Agreement.

## **III. TITLE AND TITLE COMMITMENT.**

A. Title. At the Closing, Seller shall transfer the Property to Purchaser, by Warranty Deed, free of any liens or encumbrances made by the Seller except for those expressly waived or approved by the Purchaser in writing or specifically authorized by the terms of this Agreement.

B. Title Commitment. Following the delivery of the notice of exercise of this Option for the Property, Title examination will be conducted and completed prior to the closing in the following manner:

(1) The Purchaser shall obtain an updated title commitment (the "Title Commitment") for an owner's title insurance policy in the amount of the Purchase Price of the Property together with legible copies of all exceptions of record referenced therein.

(2) Purchaser shall have twenty (20) days after receipt of Title Commitment to examine title to the Property. If the title documents show conditions unacceptable to Purchaser, Purchaser shall notify the Seller in writing of its specific objections within the 20-day period. Purchaser shall be deemed to have waived any title objections not made within the 20-day period provided for above. Said waiver, however, shall not operate as a waiver of the Seller's covenants in the Warranty Deed. The following exceptions ("Permitted Exceptions") shall not be considered objections to marketable title:

- (a) Reservation of any minerals or mineral rights to State of Michigan;
- (b) Utility, drainage and highway easements that do not interfere with the use of the Property;
- (c) Building and zoning laws, ordinances and state and federal regulations;
- (d) Terms and conditions of this Agreement and those referenced herein and attached hereto;
- (e) Easements, encroachments and restrictions shown on the Plat.

(3) The Seller shall have forty-five (45) days from receipt of Purchaser's written objections (the "Objections") to make title marketable. Upon receipt of Purchaser's Objections, the Seller shall, within ten (10) days, notify Purchaser of the Seller's intent to make title marketable or

insurable within the 45-day period. Pending correction of title, Closing shall be postponed, but the Seller shall pursue cure of defects in a diligent manner. Within twenty (20) days of written notice to Purchaser of correction of title, the parties shall perform this Agreement in accordance with its terms. Upon failure of the Seller to provide notice of intention to make title marketable, or if notice is furnished but the 45-day period expires without title being made marketable and said 45-day period has not been extended by written agreement signed by both parties, Purchaser may terminate this Agreement and receive a refund of the Earnest Money. Neither party shall be liable to the other party for damages hereunder, and both parties agree to sign a cancellation of purchase agreement if requested by the other party. If title is found marketable or is made marketable within the allowable time and Purchaser shall default in any of the terms of this Agreement and stay in default for a period of twenty (20) days, the Seller may terminate this Agreement and upon such termination be entitled to the remedies provided herein and such other remedies as the law allows.

C. Possession. Possession of the Property shall be delivered by the Seller to Purchaser on the date of Closing.

#### **IV. INSPECTION AND ENVIRONMENTAL.**

A. As Is. Purchaser shall take the Property in an "as is" condition and shall assume the risk of any and all adverse environmental conditions. The Seller represents and warrants that during its ownership, to its knowledge, it has taken no actions that would negatively impact the environmental condition of the Property.

B. Copies of Information. Upon the execution of this Agreement, the Seller shall provide Purchaser with true and correct copies of all studies, correspondence and other data in the Seller's possession with respect to the environmental condition of the Property.

C. Inspection. Purchaser shall have the right to have prepared, at its sole cost, a survey of the Property. Purchaser shall have the right until the expiration of the Option Term and any applicable Extensions (such period being referred to herein as the "Inspection Period") to enter onto the Property for the purposes of preparing a survey. The Seller will deliver to the Purchaser any survey it has in its possession. Purchaser shall also have the right to make inspections, measurements and tests, soil and other tests it deems desirable at its sole cost. Purchaser agrees to indemnify, defend and hold the Seller and the Property harmless from any cost, charge, lien and/or claim associated with, occasioned by, or arising out of Purchaser's such entry on the Property.

#### **V. CONDITIONS PRIOR TO CLOSING.**

A. Performance by Purchaser. Closing shall be held as provided in Article VIII herein upon the completion by the Purchaser of certain conditions to the satisfaction of the Seller.

#### **VI. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER AND THE PURCHASER.**

A. The Purchaser Warranties, Representations, and Covenants. The Purchaser represents, warrants and covenants as follows:

(1) The execution and delivery of this Agreement by Purchaser and the consummation of the transaction contemplated hereby are within the powers of Purchaser, and this Agreement shall be binding and valid;

(2) That Purchaser has the financial capacity to meet its obligations specified in this Agreement.

(3) That Purchaser will comply with and timely perform all of its obligations specified in this Agreement and all documents referenced herein and/or attached hereto.

(4) Purchaser will indemnify the Seller, its successors and assigns against, and will hold the Seller, its successors and assigns, harmless from any expenses or damages, including reasonable attorney's fees, that the Seller incurs because of the breach of any of its representations and warranties, whether such breach is discovered before or after Closing. Consummation of this Agreement by the Seller with knowledge of any such breach by the Purchaser will not constitute a waiver or release by the Seller of any claims due to such breach.

These representations and warranties shall be true and correct on the Closing Date and shall survive the Closing.

B. Seller's Warranties, Representations and Covenants. The Seller represents, warrants and covenants as follows:

(1) In accordance with the terms of this Agreement, the Seller shall convey fee title to the property by Warranty Deed with all such warranties and representations that such deed implies.

(2) Neither the Seller nor any agent or employee of Seller has knowledge of or has received notice of any suits, judgments or violations relating to or at the Property of any laws, ordinances or regulations, including but not limited to zoning, building, fire, health, pollution, environmental protection or waste disposal ordinances, codes, laws or regulations, which have not been corrected.

(3) To the Seller's knowledge, there are no hazardous wastes, wells, abandoned wells, underground storage tanks or individual sewage treatment facilities on the Property, and there has been no dumping during its ownership which would adversely affect the development of the Property.

(4) The Property is not within a designated 100-year flood plain area.

(5) There are no existing private covenants, conditions or restrictions of record with respect to the Property except as disclosed herein.

(6) The Seller makes no representations regarding future real estate taxes or assessments for the Property.

(7) There are no delinquent taxes against the Property.

(8) At the time of Closing, the Property shall not be subject to any outstanding leases or rights of occupancy, or any unrecorded documents containing interests in the Property.

(9) There has been no labor or material furnished to the Property for which complete payment has not been made and acknowledged.

(10) The Seller will cooperate with the Purchaser and join with Purchaser in executing any applications required by Purchaser in connection with rezoning as required by Purchaser's intended use of the Property as described herein. All costs and expenses incurred in obtaining such approvals shall be borne by Purchaser.

(11) Acceptable access to and egress from the Property is available and provided by public streets or roads; and, to the best of the Seller's knowledge, there are no federal, state, county, municipal or other governmental plans to change the highway or road system in the vicinity of the Property or to restrict or change access from any such highway or road to the Property.

(12) The Seller will indemnify the Purchaser, its successors and assigns, against, and will hold Purchaser, its successors and assigns harmless from, any expenses or damages, including reasonable attorney's fees, that Purchaser incurs because of the breach of any of its representations and warranties, whether such breach is discovered before or after the conveyance of the Property.

These representations and warranties shall be true and correct on the Closing Date and shall survive the Closing.

## **VII. TAXES AND ASSESSMENTS, FEES AND PRORATIONS.**

A. Taxes Shall Be Prorated. Real estate taxes attributable to the Property due and payable in the year of closing shall be prorated to the date of Closing. Real estate taxes attributable to the Property and due and payable in years prior to the year of Closing shall be paid by the Seller. The Purchaser shall pay real estate taxes attributable to the Property and due and payable in the years following the year of closing.

B. Prorations. All items customarily prorated and adjusted in connection with the closing of the sale of the Property shall be prorated as of the date of Closing. It shall be assumed that the Seller shall own the Property for the entire day of Closing.

C. Special Assessment. The Seller shall pay all special assessments as of the date of Closing if they are pending, assessed, or levied and unpaid but payable.

## **VIII. CLOSING.**

A. Closing Date. The Closing of the purchase and sale contemplated by this Agreement shall occur within ninety (90) days of the Option Term and any applicable Extension; or such other time as is mutually agreed upon by the parties.

B. Closing Location. The Closing shall take place at such time and place to be mutually agreed upon by the parties.

C. Seller's Closing Documents and Obligations. The Seller will execute and deliver the following.

- (1) A Warranty Deed conveying the Property to Purchaser

(2) An Affidavit of Title by the Seller indicating that there are no unsatisfied judgments, tax liens or bankruptcies against or involving the Seller affecting the Property, and that there has been no labor or material furnished to the Property contracted for by Seller for which payment has not been made or for which mechanics' liens could be filed, and there are no other unrecorded interests in the Property created by the Seller.

(3) All other documents reasonably required by this Agreement to transfer Property to the Purchaser in accordance with this Agreement.

D. Purchaser's Closing Documents and Obligations. Purchaser will execute and deliver the following:

(1) The balance of the Purchase Price.

(2) Such other documents as may be reasonably required in order to record the Closing Documents and complete the transaction contemplated herein.

E. Allocation of Costs at Closing. The Seller and the Purchaser agree that all prorations of costs and expenses for the sale and purchase contemplated by this Agreement will be made at closing unless otherwise specifically stated in accordance with local standards and/or rules. Each party shall pay its own real estate brokerage fees or real estate commissions or finder's fees. All other costs shall be allocated in accordance with the customs prevailing in similar transactions.

#### **IX. COMMISSIONS.**

A. Indemnity by Seller. Seller hereby agrees to indemnify and to hold Purchaser harmless from any claim for any real estate brokerage fee or real estate commission or finder's fee that may be claimed by any other party through the Seller.

B. Indemnity by Purchaser. Purchaser hereby agrees to indemnify and to hold the Seller harmless from any claim for any real estate brokerage fee or real estate commission or finder's fee that may be claimed by any other party through the Purchaser.

#### **X. DEFAULT AND REMEDIES UPON TERMINATION.**

A. Purchaser's Remedies. If the Seller defaults under this Agreement for any reason (other than Purchaser's default), Purchaser shall be entitled to terminate this Agreement in which event the Earnest Money, plus interest if any, shall be promptly refunded to Purchaser. Purchaser may recover from the Seller any and all damages suffered by Purchaser as a result of such default, provided however, that such damages shall include only the actual costs and expenses incurred by Purchaser in preparation for the consummation of the transaction contemplated by this Agreement, including, without limitation, fees and charges paid to consultants in connection with Purchaser's due diligence efforts, including reasonable attorneys' fees, but shall not include lost profits or other compensatory or punitive damages.

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B. Seller's Remedies. If Purchaser defaults under this Agreement for any reason (other than the Seller's default) prior to the Closing Date, the Seller shall be entitled to terminate this Agreement and to retain the Earnest Money paid by Purchaser pursuant to this Agreement.

C. No delay or omission to exercise any right or power accruing upon any default shall in any way impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

#### **XI. NOTICES.**

A. Any notice required or permitted hereunder shall be deemed to have been given when i) the recipient acknowledges receipt via written communication to sender or ii) said notice is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested addressed to the Seller or the Purchaser, as the case may be, at the address noted above.

#### **XII. MISCELLANEOUS.**

A. Amendments. This Agreement may be amended only by written instrument executed by both the Seller and the Purchaser.

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

C. Survival. All warranties, representations and covenants of the Seller and the Purchaser in this Agreement shall survive and not be merged into the documents of conveyance, and shall be enforceable after the closing. The Seller and the Purchaser shall indemnify the other against any breach by such party.


D. Entire Agreement, Modifications. This Agreement constitutes the complete agreement between the parties regarding the transactions contemplated herein and supersedes any prior oral or written agreements regarding the Property. There are no agreements, covenants, representations, warranties or restrictions between the parties, other than those stated herein. No covenant, term, or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

E. Severability. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be affected or impaired thereby.

F. Successors. This Agreement shall be binding upon the successors, heirs, and assigns of the Seller and the Purchaser.

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

**PURCHASER: Communities First, Inc.**

By: 

Print Name: Glenn A. Wilson

Title: President & CEO

Date: 6-7-18

**SELLER: Gisele Farah Trust**

By: 

Print Name: Troy S. Farah

Title: Trustee

Date: June 7, 2018

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

MCFARLAN & CO'S WESTERN ADDITION LOTS 5, 8, 10, 13 AND 14; ALSO SLY 33 FT OF  
LOTS 6 AND 11; ALSO WLY ½ OF LOTS 7 AND 9. BLK 38

Parcel ID: 40-12-457-008

Commonly Known as 424 W. Third Avenue

## **OPTION TO PURCHASE REAL ESTATE AGREEMENT AMENDMENT**

This Option to Purchase Real Estate Agreement Amendment (the "Amendment Agreement") is made and entered into effective this March 18, 2019, by and between Gisele Farah Trust with an address of 140 E. Second Street, Flint, Michigan 48502 (the "Seller") and Communities First, Inc., a Michigan non-profit corporation or an affiliate entity to be formed (the "Purchaser") with an address of 415 W. Court Street, Flint, MI 48503.

### **RECITALS:**

**WHEREAS**, the Seller is the owner of certain land in the City of Flint, County of Genesee, State of Michigan legally described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Seller and Purchaser previously executed an Option to Purchase Real Estate Agreement, effective June 7, 2018 ("Agreement"); and

**WHEREAS**, Purchaser has delivered to Cinnaire Title Company the Option Consideration sum as described in the Agreement; and

**WHEREAS**, the Purchaser desires to purchase the Property and the Seller has agreed to sell the Property to Purchaser pursuant to that certain Agreement, effective June 7, 2018, and this Amendment Agreement, effective March 18, 2019.

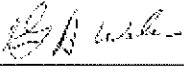
**NOW, THEREFORE**, in consideration of the mutual promises and agreements stated herein and in consideration of the earnest money paid, receipt of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

### **The Option to Purchase Real Estate Agreement is amended as follows:**

The Option shall only be exercisable during the First Extension Period commencing on the effective date of this Amendment Agreement and ending March 1, 2020 (the "First Extension Period"). As consideration for the First Extension Period, Purchaser will deliver to Cinnaire Title Company (the "Title Company") within three (3) days of the execution hereof the sum of One Thousand and 00/100 Dollars (\$1,000.00) in the form of check payable to Seller (the "Option Consideration") which shall be held by the Title Company and shall be applied as hereinafter provided. Purchaser may request an extension of the Option Term for no more than one (1) additional six (6) month term ("Second Extension Period") by payment of an additional One Thousand and 00/100 Dollars (\$1,000.00) for each Extension no later than the date of the commencement of each Extension of the Option Term. Any additional payment made hereunder shall be considered part of the Option Consideration, and shall be held by the Title Company and shall be applied as hereinafter provided.

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

**PURCHASER: Communities First, Inc.**

By: 

Print Name: Glenn A. Wilson

Title: President & CEO

Date: 3-14-19

**SELLER: Gisele Farah Trust**

By: 

Print Name: Troy S. Farah / Trustee / 3.18.19

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

MCFARLAN & CO'S WESTERN ADDITION LOTS 5, 8, 10, 13 AND 14; ALSO SLY 33 FT OF LOTS 6 AND 11; ALSO WLY ½ OF LOTS 7 AND 9. BLK 38

Parcel ID: 40-12-457-008

**Property: The Grand on University**  
**Sources and Uses Analysis**

		LIHTC	Total Apartments	Commercial	Total Project
<b>Sources of Funds:</b>					
Mott Foundation		600,000	\$600,000	\$400,000	\$1,000,000
MEDC			\$0	\$84,072	\$84,072
Conventional Financing		\$ 1,300,000	\$ 1,300,000	\$100,000	\$1,400,000
Tax Credit Equity @	0.9100	\$ 10,709,929	\$10,709,929		\$10,709,929
Deferred Developer Fees	47%	\$703,144	\$703,144	\$3,521	\$706,665
<b>TOTAL SOURCES</b>		<b>\$13,313,073</b>	<b>\$13,313,073</b>	<b>\$587,594</b>	<b>\$13,900,667</b>
<b>Uses of Funds</b>					
<b>Acquisition Costs:</b>					
Land Acquisition		\$241,400	\$241,400	8,600	250,000
Building Acquisition		-	-	-	-
<b>Total Acquisition Costs</b>		<b>241,400</b>	<b>241,400</b>	<b>8,600</b>	<b>250,000</b>
<b>Hard Costs:</b>					
Site Work - Other		463,488	463,488	16,512	480,000
Hard Construction Costs - New Bldg		7,906,275	7,906,275	320,000	8,226,275
General Conditions	6.00%	502,186	502,186	20,191	522,377
Contractor Overhead	2.00%	167,395	167,395	6,730	174,126
Contractor Profit	6.00%	502,186	502,186	20,191	522,377
Permits & Fees		106,602	106,602	3,798	110,400
Bond Premium	0.58%	55,619	55,619	1,981	57,600
Contingency	5.00%	485,188	485,188	19,470	504,658
<b>Total Hard Costs</b>		<b>10,188,938</b>	<b>10,188,938</b>	<b>408,873</b>	<b>10,597,811</b>
<b>Soft Costs:</b>					
<b>Architectural &amp; Engineering:</b>					
Architectural Fee - Constr. Documents		254,000	254,000		254,000
Architectural Fee - Constr. Admin.		40,000	40,000		40,000
Survey/Engineering		40,000	40,000		40,000
<b>Total Architectural &amp; Engineering</b>		<b>334,000</b>	<b>334,000</b>	<b>-</b>	<b>334,000</b>
<b>Construction Period:</b>					
Insurance & Bldrs Risk Ins.		40,000	40,000		40,000
Construction Period Interest		400,000	400,000		400,000
Construction Loan Fees		65,000	65,000		65,000
Cost Certification		15,000	15,000		15,000
Title & recording		15,000	15,000		15,000
Property Taxes		10,000	10,000		10,000
Enterprise Green - Consulting & Certification		15,000	15,000		15,000
<b>Total Construction Period Expenses</b>		<b>560,000</b>	<b>560,000</b>	<b>-</b>	<b>560,000</b>
<b>Other Soft Costs:</b>					
Legal - Syndication/Org.		50,000	50,000		50,000
Legal - Real Estate		60,000	60,000	-	60,000
Market Study		8,500	8,500		8,500
Appraisal		8,000	8,000		8,000
Environmental		15,000	15,000		15,000
Tax Credit Application & Allocation Fees		62,160	62,160		62,160
Tax Credit Compliance Fees		40,800	40,800		40,800
Construction/Permanent Financing		25,000	25,000		25,000
Lease-up		25,000	25,000		25,000
Furniture, fixtures and equipment		50,000	50,000		50,000
Contingency-soft costs	10%	34,446	34,446	50,000	84,446
<b>Total Other Soft Costs</b>		<b>378,906</b>	<b>378,906</b>	<b>50,000</b>	<b>420,906</b>
<b>Developer Fees:</b>					
Developer Fee and Overhead	15.00%	1,500,000	1,500,000	70,121	1,570,121
<b>Total Developer Fees</b>		<b>1,500,000</b>	<b>1,500,000</b>	<b>70,121</b>	<b>1,570,121</b>
<b>Reserves:</b>					
Operating Reserve*		109,829	109,829	50,000	159,829
Other Operating Reserves		-	-	-	-
Debt Service Reserve		-	-	-	-
Replacement Reserves		-	-	-	-
<b>Total Reserves</b>		<b>109,829</b>	<b>109,829</b>	<b>50,000</b>	<b>159,829</b>
<b>Total Soft Costs</b>		<b>2,882,735</b>	<b>2,882,735</b>	<b>170,121</b>	<b>3,044,856</b>
<b>Total Development Costs</b>		<b>\$13,313,073</b>	<b>\$13,313,073</b>	<b>\$587,594</b>	<b>\$13,892,667</b>

<b>LIHTC Basis</b>	
<b>Rehab</b>	
Eligible Basis	12,580,884
Less Historic Credits and Grants	-
Adjusted Eligible Basis	12,580,884
Applicable Rate	100.00%
Basis Boost	120%
Qualified Basis	15,097,061
Credit Rate (as of August 2017)	9.00%
Annual Credit	\$1,358,736
Annual Credit Awarded	1,177,033

as of Dec 2017

Total eligible annual LIHTCs  
Total Requested Annual LIHTC

Property: The Grand on University      RESIDENTIAL  
Flint, MI

Income	Initial Inflator	Future Inflator	Begin in Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Annual Rental Income	2.00%	2.00%	6	413,781	424,096	432,578	441,230	450,055	459,056	468,237	477,601	487,153	496,897	506,834	516,971	527,311	537,857	548,614
Annual Non-Rental Income	2.00%	2.00%	6	8,500	8,670	8,843	9,020	9,201	9,385	9,572	9,764	9,959	10,158	10,361	10,569	10,780	10,996	11,216
Commercial Rental Income	2.00%			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential Vacancy Loss	5.00%	5.00%	6	20,789	21,205	21,629	22,061	22,503	22,953	23,412	23,880	24,358	24,845	25,342	25,849	26,366	26,893	27,431
Commercial Vacancy Loss	15.00%	10.00%	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Revenue				409,492	411,562	419,793	428,189	438,752	449,488	460,397	471,485	482,755	494,210	505,854	517,691	529,725	541,960	554,389
Expenses																		
Management	3.00%			19,733	20,325	20,935	21,563	22,210	22,876	23,562	24,269	24,997	25,747	26,520	27,315	28,133	28,979	29,855
Administration	3.00%			21,837	24,552	25,289	26,047	26,829	27,634	28,463	29,317	30,196	31,102	32,035	32,996	33,984	35,005	36,056
Project-paid Fuel	3.00%	3.00%	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Common Electricity	3.00%	3.00%	6	22,035	22,698	23,377	24,074	24,801	25,546	26,311	27,100	27,913	28,751	29,613	30,502	31,417	32,359	33,330
Water & Sewer	3.00%	3.00%	6	24,505	25,740	25,997	26,777	27,581	28,408	29,260	30,138	31,042	31,973	32,933	33,921	34,938	35,986	37,066
Operating & Maintenance	3.00%			51,934	53,492	55,097	56,750	58,452	60,206	62,012	63,872	65,788	67,762	69,795	71,889	74,045	76,267	78,555
Payment in Lieu of Taxes				13,945	21,818	22,225	22,640	23,062	23,492	23,930	24,375	24,828	25,289	25,758	26,236	26,722	27,217	27,720
Insurance	3.00%			14,400	14,832	15,277	15,735	16,207	16,694	17,194	17,710	18,243	18,789	19,352	19,933	20,531	21,147	21,781
Other - taxes, licenses, fees	3.00%			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Payroll & Benefits	3.00%			65,209	67,165	69,180	71,256	73,393	75,595	77,863	80,199	82,605	85,083	87,635	90,265	92,972	95,762	98,634
Total Operating Expenses				235,588	250,320	257,377	264,846	272,535	280,440	288,595	296,980	305,611	314,496	323,642	333,056	342,746	352,722	362,998
Rep. Reserve	2.00%			14,400	14,688	14,982	15,281	15,587	15,899	16,217	16,541	16,872	17,209	17,554	17,905	18,263	18,628	19,000
Net Operating Income				153,493	146,753	147,434	148,061	148,631	149,140	149,586	149,964	150,272	150,505	150,659	150,731	150,716	150,610	150,408



Last edit date: 1/21/2020

**Property:** The Grand on University

							Proforma Rents	
							CFI Proforma	
							FY 2021	
Unit Type	Avg. Unit Size (SF)	# of units	Gross Rent per unit (\$)	Utility Allowance (\$)	Contract Rent per unit (\$)	Total (\$)	\$ per unit	Total \$
1BR (PSH)(60%)	850	12	664	-	664	7,973	664	7,973
2BR (PSH)(60%)	1,026	4	862	-	862	3,450	862	3,450
3BR (PSH)(60%)	1,716	1	925	-	925	925	925	925
1BR/1BA (60%)	850	6	687	91	596	3,576	596	3,576
2BR/1BA (60%)	1,026	15	825	121	704	10,560	704	10,560
3BR/2BA (60%)	1,716	5	953	150	803	4,015	803	4,015
1BR/1BA (Mkt)	850	2	750		750	1,500	750	1,500
2BR/1BA (Mkt)	1,026	2	850		850	1,700	850	1,700
3BR/2BA (Mkt)	1,716	1	950		950	950	950	950
Total:		48				34,648		34,648
Annual Total:						415,781		415,781

**Gisele Farah Trust  
P.O. Box 3597  
Flint, Michigan 48502**

**August 16, 2019**

Re: Communities First Project  
Northeast Corner of University Ave. & Grand Traverse

To whom it may concern:

The Farah family has owned the property at the northeast corner of Third (University Ave.) and Grand Traverse for approximately 40 years. During that time period the property and neighborhood have gone through many transitions.

Over the past 10 years, we have been blessed to be able to partner with the Carriage Town Ministries (CTM) and offer them the property at no charge so that they could implement a vision that they had to improve the property and neighborhood, and we believe that they've done a tremendous job over the past decade, in that regard.

Over a few years ago, we were approached by Glenn Wilson with Communities First (CF) regarding a vision CF had to develop the property into a mixed-use project with apartments and commercial space. Having seen other recent projects by CF such as the Oak School Project and Swayze Court Apartments, and now the nearly complete Coolidge Park, we felt comfortable that we were working with a developer that could deliver a quality project that should be well received by the community.

The agreement with Carriage Town Ministries was always meant to be a "place holder" until the right opportunity came around to redevelop the property. We obviously discussed the proposed CF project with CTM before we decided to proceed and, at that time, offered the property to CTM first. But they weren't ready to discuss acquiring the property and at the conclusion of that discussion we understood that that Carriage Town Mission was supportive of the redevelopment concept.

We believe that the proposed development is very attractive and is the right project for this Gateway Corner of Third and Grand Traverse. We understand that it is consistent with the City's Master Plan and will significantly contribute to the quality of life in the neighborhood.

We strongly support the project because we believe it will enhance the University corridor and bring much needed residences back into a neighborhood that has been depleted of residents over the decades.

We hope that you approve the project as we believe that it will contribute to the improvement of the University Corridor.

Yours truly,



Troy S. Farah  
On behalf of the Farah Family  
And The Gisele Farah Trust



One Hurley Plaza  
Flint, Michigan 48503

August 19, 2019

Glenn Wilson  
President & CEO  
Communities First, Inc.  
415 W. Court St.  
Flint, MI 48503

Re: University Park

Dear Mr. Wilson

I am pleased to offer this letter of support to Communities First Inc. ("CFI") for the development and construction of University Park Apartments in the historic Carriage Town neighborhood in Flint, Michigan. The development is the new construction of a mixed-use development to include a small amount of commercial space along Grand Traverse St. and the corner of University Ave. as well as forty-eight (48) apartment units.

University Park is located near Hurley Hospital, a major employer and medical care provider and Kettering University. The development is within ¼ mile of the Flint River, Downtown Flint, and Riverbank Park. University Park is adjacent to a public transit stop and across the street from a multi-tenanted commercial building housing several businesses and helps introduce the historic Carriage Town neighborhood while connecting downtown Flint to the University Avenue Corridor.

CFI brought on local architect Sedgewick + Ferweda Architects to design a development that will be contextual with nearby business buildings and housing design. We understand that the building is much lower in height than the City's proposed zoning code allows to accommodate neighborhood concerns and oriented near the street to maximize pedestrian scale, walkability, and traffic calming effect.

The proposed project supports the Carriage Town neighborhood revitalization goals, including preserving and promoting the neighborhood, stimulating future reinvestment in the area, and building a sense of community to make Carriage Town an attractive, clean, and safe neighborhood in which to live.

The proposed project also supports the City's goals as described in the Imagine Flint Master Plan by increasing density, promoting mixed use development in key corridors and neighborhood centers, increasing multi-family dwelling units and the proportion of multifamily dwellings compared to single family homes.

To address the concerns about a lack of green space in the University Avenue Corridor, Hurley Hospital is working to develop another property on University Avenue between Hurley and Atwood Stadium as community green space. The space will feature walking paths and will be available for neighborhood events and recreation.



One Hurley Plaza  
Flint, Michigan 48503

There is significant unmet demand in the Flint area for decent, sanitary, and safe affordable housing. We see this need every day in our interactions with patients and we are excited to see additional housing options being produced for those that need it.

Thank you for your hard work in leading the way for future investment and development in the City of Flint. We are hopeful that this development moves forward and to working with Communities First, Inc. on this and future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read "MB", followed by a long horizontal line that ends in a stylized flourish.

Michael Burnett MBA, MSW  
Vice President  
Service Line Development and  
Chief Strategy Officer



Communities First, Inc.  
415 W. Court Street  
Flint, MI 48503

Dear Glenn Wilson:

As a business owner in Flint, Michigan I am writing to express my support of the University Park Development proposed by Communities First, Inc., to be located on the corner of University Ave. and Grand Traverse St.

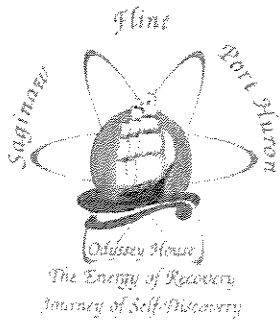
The proposed housing development will attract young professionals as well as cater to those already in our community that are in search for quality housing options to meet their needs. The mixed-use building will provide space for new businesses and provide quality housing within walking distance of the heart of the city.

Being located just blocks away, we are excited about the increased traffic and density in our neighborhood. We believe both the Grand Traverse and University Avenue corridors are wonderful today and have the potential to even better tomorrow.

I support this project as it is an important development for the community and look forward to seeing this come to fruition.

Thank you,

Jason Caya  
Partner, Tenacity Brewing



# Flint Odyssey House, Inc.

A Non-Profit Agency

MAKING A DIFFERENCE

## Main Office, Residential Services

529 M. L. King, Jr. Ave.  
Flint, Michigan 48502  
(810) 238-7226  
(810) 238-0483  
Fax: (810) 239-5518

## Outpatient Services

1108 Lapeer Rd.  
Flint, Michigan 48503  
(810) 232-7919  
Fax: (810) 232-7913

## Supportive Housing

1225 M. L. King, Jr. Ave.  
Flint, Michigan 48503  
(810) 238-7438  
Fax: (810) 238-8635

January 22, 2020

**Communities First, Inc.**  
415 W. Court Street  
Flint, MI 48503

Dear Glenn Wilson:

I write on behalf of Flint Odyssey House, Inc. in support of the University Park Development proposed by Communities First, Inc. to be located on the corner of W. University Ave. and Grand Traverse St.

One of the challenges our community faces is access to quality, affordable housing. The proposed housing development would expand access to quality housing to area residents while providing new retail space for our growing economy. Being steps away from downtown, the complex would encourage a more walkable, active community, which is vital for thriving cities.

Our community is in a period of growth and transition, which requires careful development to preserve the qualities that make Flint, Flint while expanding the market to attract new residents. Communities First, Inc. has shown the ability to produce high-quality mixed-income housing, including the recently completed Coolidge Park Apartments development. Supporting developments that attract new residents as well as existing Flintstonians is key to growing our city and making it a place young professional's call home.

I support this project as it is an important development for the community and look forward to seeing this development come to fruition. Communities First, Inc. has created the excitement of new development in our historic Carriage Town Neighborhood.

Thank you,

**Ronald S. Brown**  
Executive Director

Delegate Agency of Region 10 Funded by Michigan Department of Health and Human Services,  
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CCDP-D, CCS-M, CPRM  
Director of Program Operations  
810-516-8313

Jacqueline Blair, BA, CADC-M, CCS-M  
Director of Residential  
Program Services  
810-933-3092

RONNI TYSON, LMSW, CAADC, CCS  
Director of Outpatient Services  
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F. HILL DELONEY, MA  
Director of Health Awareness Center  
1202 M. L. King Ave  
(810) 767-1157

JOE KLOBUCHAR, CPA  
Finance Director  
810-610-8502

ADMISSIONS  
(810) 238-5888

For more information visit us at:

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