

OFFICE OF THE CITY COUNCIL



**MEMORANDUM**

To: Whom It May Concern  
From: Christel Snider - City Council Secretary CS  
Date: April 29, 2025  
RE: **CITY COUNCIL APPROVED RESOLUTIONS/ORDINANCES  
(April 28, 2025)**

The attached copies of City Council APPROVED resolutions and ordinances (as listed below) are being distributed to you as a matter of record.

Agenda items that were FAILED and/or POSTPONED INDEFINITELY/DROPPED by council are noted here as well. Thank you.

**RESOLUTIONS (as ADOPTED by City Council – April 28, 2025)**

**240546.1-T**

**NOTE:**

**ORDINANCES (as ADOPTED by City Council – April 28, 2025)**

*NOTE: (Every adopted ordinance is subject to veto by the Mayor)*

**MISC AGENDA ITEMS (as FAILED or POSTPONED INDEFINITELY/DROPPED by City Council – April 28, 2025)**

**FAILED –**

**POSTPONED INDEFINITELY –**

**MUNICIPAL CENTER**

1101 S. SAGINAW STREET

FLINT, MICHIGAN 48502

(810) 766-7418

FAX (810) 766-7480



## CITY OF FLINT

### RESOLUTION

RESOLUTION NO.:

240546.1-7

PRESENTED:

4-23-2025

ADOPTED:

4-28-2025

### RESOLUTION FOR AMENDMENT NO. 1 TO THE FLINT COMMERCE CENTER BROWNFIELD PLAN

**WHEREAS**, The City of Flint has approved the Brownfield Plan for Flint Commerce Center Redevelopment Project, on August 14, 2023;

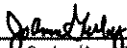
**WHEREAS**, Flint Commerce Center has created an amendment to the approved plan, which will add eligible property and reduce the total approved eligible activity cost for reimbursement;

**WHEREAS**, The City of Flint Brownfield Redevelopment Authority met on November 11, 2024 and unanimously recommended the amended Brownfield Plan to City Council for approval;

**WHEREAS**, a public hearing is scheduled to be held at City Council on April 28, 2025;


**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enact the amended Brownfield Plan and reimbursement agreement and to complete the necessary steps to completion for the Brownfield Plan during its life cycle.

#### APPROVED AS TO FORM:

  
JoAnne Gurley (Apr 17, 2025 11:04 EDT)


JoAnne Gurley, Chief Legal Officer

#### APPROVED AS TO FINANCE

  
Phillip Moore (Apr 16, 2025 08:13 EDT)


Phillip Moore, Chief Financial Officer

#### CITY ADMINISTRATION:

  
Clyde D. Edwards / A0426 (Apr 17, 2025 11:09 EDT)

Clyde Edwards, City Administrator

#### CITY COUNCIL:





## CITY OF FLINT

### CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

*October 9, 2024*

**TODAY'S DATE:** November 19, 2024

**BID/PROPOSAL#** n/a

**AGENDA ITEM TITLE: Resolution recommending Setting a Public Hearing regarding the RESOLUTION TO APPROVE AMENDMENT #1 TO FLINT COMMERCE CENTER BROWNFIELD PLAN TO ADD ELIGIBLE PROPERTY, REMOVE FORMER PARCEL 9, AND DECREASE TOTAL APPROVED ELIGIBLE ACTIVITY COST FOR REIMBURSEMENT**

**PREPARED BY:** Emily Doerr, Director – Department of Business and Community Services

**VENDOR NAME:** n/a

#### **Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

This is a resolution for City Council to set a public hearing regarding the approval of Amendment #1 to the Brownfield Plan from Ashley Capital which was approved by the Flint City Council on August 14, 2023 to facilitate redevelopment of the Project site.

This amendment to the Brownfield Plan is to Add eligible property (the development is acquiring 3 more parcels of land west of Industrial Avenue. Acquisition of this property allows for expansion of Building 4 from the 100,000 square feet that was anticipated in the Brownfield Plan to 326,834 square feet. The expanded building size will result in increased tax revenue for the city); Remove former Parcel 9 as eligible property; and Reduce the total approved eligible activity cost for reimbursement (Because the revised plan for Building 4 is larger, approximately \$4.8 million of additional brownfield eligible activity costs will be incurred for redevelopment. However, the developer has successfully applied for an additional \$5.9 million of grant funds since Brownfield Plan approval, which will be used to offset these costs as well as other eligible activity costs within the Brownfield Plan eligible property. The net effect of the cost increase and additional grant funds is to reduce the total projected reimbursement by approximately \$1.1 million. Several other buildings also increased in size, but Flint Commerce Center did not request additional eligible activities for these buildings).

The updated total parcels after Amendment #1 is 16 occupying approximately 294.56 acres of land.

The packet for approval also includes the updated Reimbursement Agreement.



## CITY OF FLINT

### Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

Resolution 230225.2 was the original approved Brownfield Plan on August 14, 2023.

### Section III.

#### POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:

The anticipated investment in building construction is still estimated at over \$300M. The updated total eligible activity cost is \$71,361,778. The total estimated eligible activities totals \$94,261,778 but it is reduced by \$22.9 million due to city, county, state and foundation grant funding.

The 80% tax capture proposed to repay the upfront costs is now decreased to an estimated 21 years.

**Section IV: FINANCIAL IMPLICATIONS:** Because of the proposed 80/20 split, there will be new taxes collected by the City starting in year one and after an estimated 21 years, all taxes paid will go to the city.

IF ARPA related Expenditure: No

Has this request been reviewed by E&Y Firm: YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
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## CITY OF FLINT

		<b>FY25 GRAND TOTAL</b>		

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

Note: this is referring to the Reimbursement Agreement which is the document enforcing the repayment laid out in the Brownfield Plan

### Section V: RESOLUTION DEFENSE TEAM:

(Place the names of those who can defend this resolution at City Council)

	NAME	PHONE NUMBER
1	Mark Quimby	734.260.2756
2	Emily Doerr	810.880.3371
3	Tyler Bailey	810.908.6521

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

DEPARTMENT HEAD SIGNATURE:

  
Emily Doerr (Nov 22, 2024 15:01 EST)

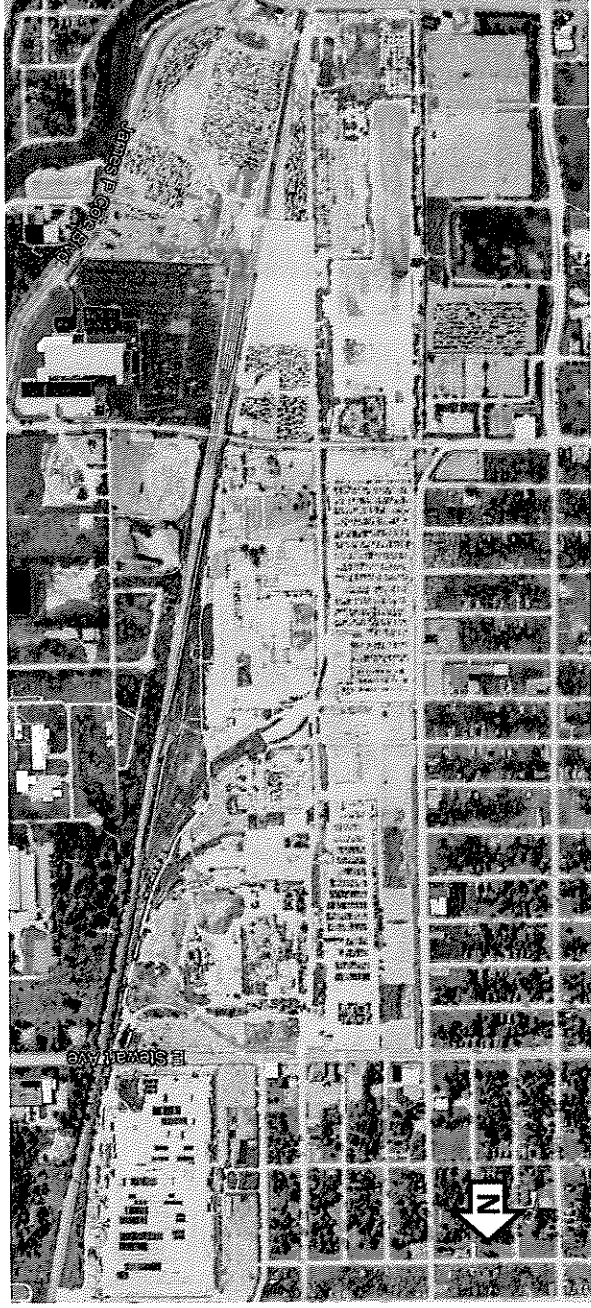
Emily Doerr, Director – Dept of Business and Community Services

ADMINISTRATION APPROVAL:

CLYDE D EDWARDS / A0352  
CLYDE D EDWARDS / A0352 (Nov 25, 2024 10:56 EST)

(for \$20,000 or above spending authorizations)

# Flint Commerce Center Brownfield Plan – Amendment 1



November 11, 2024

# ***AshleyCapital***

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## Table of Contents

- Summary of 2023 Approved Brownfield Plan
- Summary of 2024 Brownfield Plan Amendment 1

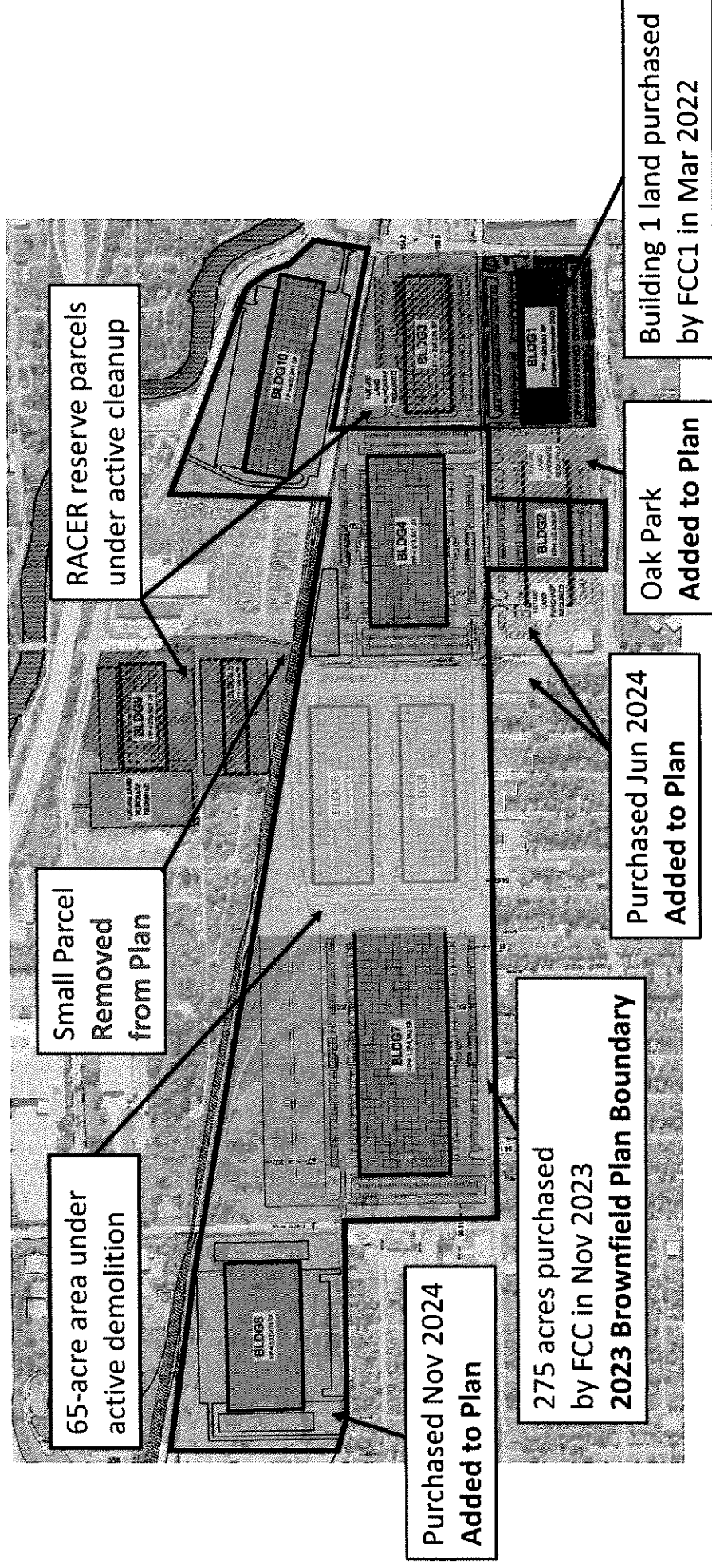
## Summary of 2023 Approved Brownfield Plan

- Eligible activities approved were \$72.5M. This accounted for \$17M in grants.
- Brownfield Plan Captures 80% of new incremental taxes and 20% pass-through to regular jurisdictions.
- Projected reimbursement over 25 years with 80% capture. This assumes 2% annual inflation.
- Assumed project buildout period is approximately 16 years with a new building approximately every 2 years. This assumption is subject to market conditions.
- No interest paid on reimbursement.
- Plan reserves the right of Flint BRA to capture 80% of new taxes for 5 years after developer reimbursement for Local Brownfield Revolving Fund (LBRF) estimated at \$21.4M.



# AshleyCapital

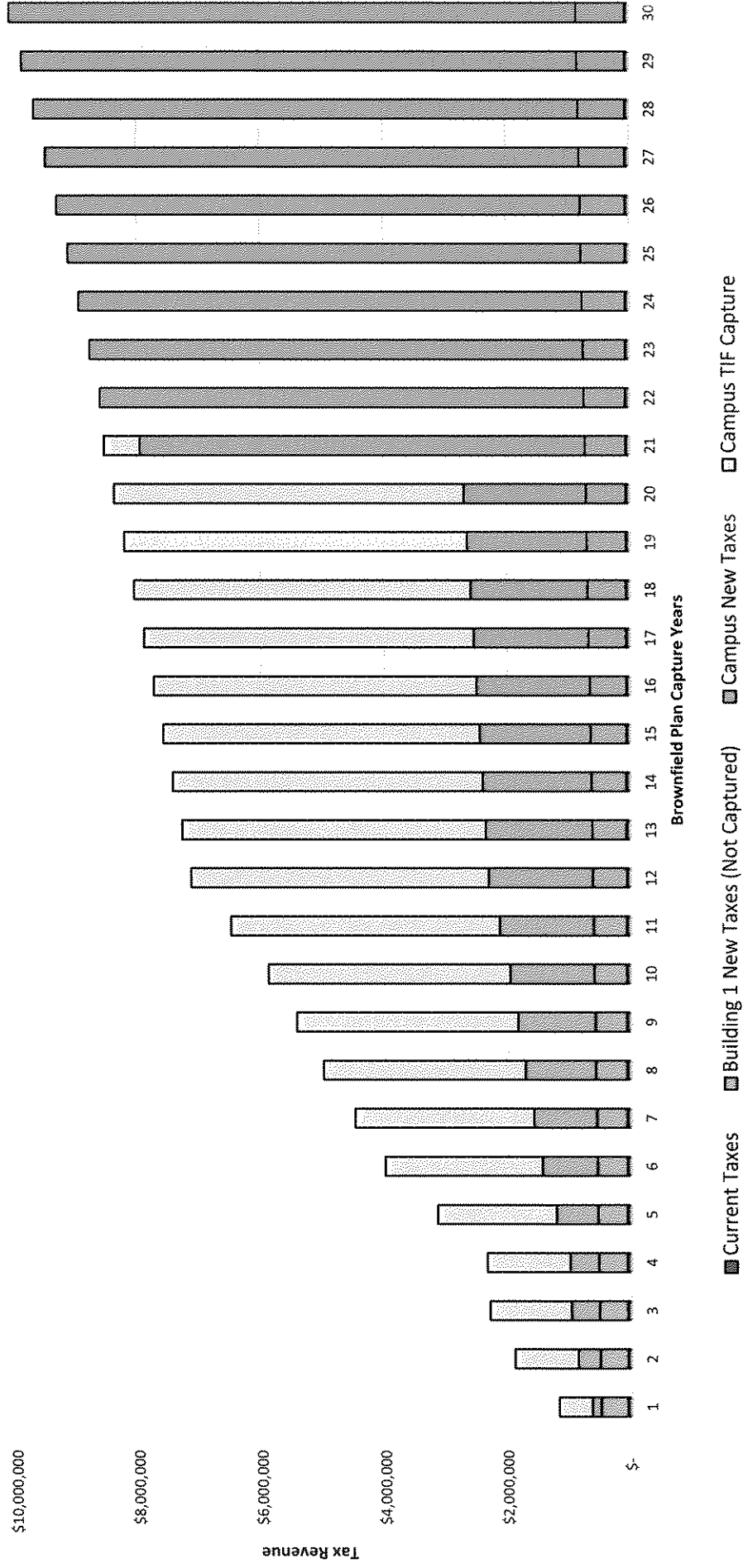
## FCC Conceptual Site Plan and Brownfield Plan Amendment 1



## Summary of 2024 Brownfield Plan Amendment 1

- Added 4 new parcels to Brownfield Plan and removed 1 parcel.
- The two of the new parcels will be combined to support a larger Building 2 for Nanograf.
- Added in \$4.8M in new eligible activities from Nanograf project.
- Increased size of Buildings 5 and 6; project is now larger with estimated 3.9M SF up from 3.5M SF.
- Subtracted \$5.9M from eligible activities to account for SSRP grant from MSF.
- New eligible activities total is \$71.4M (net reduction of \$1.1M).
- Capture remains 80% with 20% passthrough.
- Reimbursement estimate decreased from 25 years to 21 years.
- Amendment reserves right of city to collect LBRF, estimate increased to \$34.6M.
- **This amendment brings MORE investment and LESS cost.**

## Estimated Taxes Generated by Development – 2024 Brownfield Plan Amendment 1



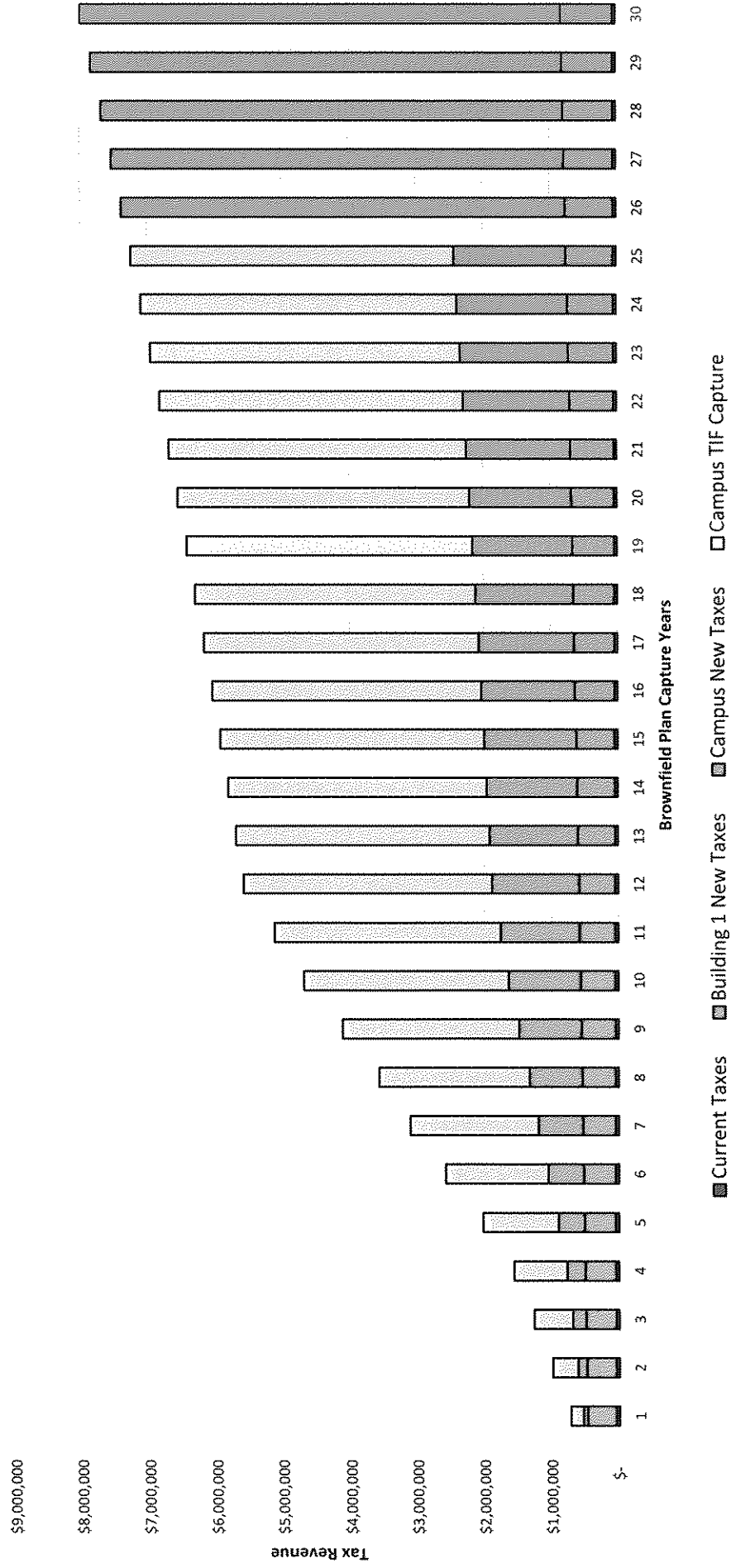
***AshleyCapital***

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Thank you for your time

Questions can be emailed to: [flint@ashleycapital.com](mailto:flint@ashleycapital.com)

## Estimated Taxes Generated by Development – 2023 Brownfield Plan



**CITY OF FLINT**  
**DEVELOPMENT AND REIMBURSEMENT AGREEMENT – AMENDMENT 1**

**THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT AMENDMENT 1** (“Agreement”) is made by and between **CITY OF FLINT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporation (“FBRA”), whose address is 1101 S. Saginaw Street, Flint, MI 48502, **CITY OF FLINT**, a Michigan municipal corporation (“CITY”), whose address is 1101 S. Saginaw Street, Flint, MI 48502, and **FLINT COMMERCE CENTER, LLC**, a Michigan limited liability company (“the Developer”; “FCC”), whose address is 2575 Haggerty Road, Suite 500, Canton Michigan. This Agreement shall be effective on the date when both FBRA and FCC have executed it (“Effective Date”) and replace the project Development and Reimbursement Agreement previously executed on August 25, 2023.

**RECITALS**

- A. The FBRA was created by the CITY pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended (“Act 381”), and, pursuant to Act 381, the FBRA has prepared a Brownfield Plan Amendment 1 (the “Brownfield Plan Amendment 1”) which was duly approved by the FBRA on November 12, 2024 and the City Council of the City on December 9, 2024, to facilitate redevelopment of the Project Site.
- B. The Developer is the owner and/or under contract to purchase 16 parcels of real property totaling 294.56 acres of land located generally south of Pierson Road and Stewart Avenue, west of James P Cole Boulevard, north of Cornelia Street, and east of Industrial Drive and North Street in Flint, Michigan. This real property legally described in “Exhibit A” attached is subsequently referred to in this Agreement as the “Project Site.” The general location of the Project Site and the basis for each parcel’s qualification as “Eligible Property” under Act 381 are shown on Figures 1 and 2, respectively, also provided in Exhibit A.
- C. FCC is undertaking a substantial redevelopment of the Project Site as described in Exhibit B (“the Eligible Activities”). Included in the Project are activities for which FCC may be eligible for reimbursement from FBRA funds pursuant to and in accordance with the approved Brownfield Plan, as amended. Estimated costs of eligible reimbursable activities for the Project total \$71,361,778. This amount includes \$64,096,372 non-environmental activities costs and \$30,165,406 environmental activities costs, discounted by \$22,900,000 in city, county, and state grants as detailed in Exhibit B. The Project and Improvements will have the effect of assisting in the redevelopment and reuse of the Property, increasing the tax base within the City, and otherwise enhancing the economic vitality and quality of life in the City.
- D. Act 381 permits the FBRA to capture and use the property tax revenues generated from the Increment increase in property value of a redeveloped brownfield site constituting an “Eligible Property” under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of “eligible activities” (herein after “Eligible Costs”).

- E. By undertaking the Improvements, the Developer will incur Eligible Costs estimated at a cost of up to \$71,361,778, all as defined in attached Exhibit B.
- F. In addition to the reimbursement of Developer's Eligible Costs, tax increment revenues may be deposited in the Local Brownfield Revolving Fund (LBRF) during the Term of this Agreement after the reimbursement of Developer's Eligible Costs.
- G. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real property resulting from the redevelopment of the Property which the FBRA is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs and to fund the City's LBRF pursuant to Act 381.
- H. The parties are entering into this Agreement to establish the requirements and procedures for such reimbursement and funding.

## **TERMS AND CONDITIONS**

Therefore, in exchange for the consideration in, and referred to, by this Agreement, the parties agree as follows:

**1. Capture of Taxes.** During the term of this Agreement, the FBRA shall capture all Tax Increment Revenues from the Property in accordance with the Brownfield Plan and use those Tax Increment Revenues as provided in this Agreement.

**2. Submission of Costs.** For those Eligible Costs for which the Developer seeks reimbursement from the FBRA, the Developer shall submit to the FBRA:

- (1) a written statement detailing the Eligible Costs;
- (2) a written explanation as to why they are Eligible Costs;
- (3) copies of invoices from contractors, engineers or others who provided such services, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
- (4) any other information which may be reasonably required by the FBRA or its respective auditors.
- (5) a \$5,000 review fee.

**3. Payments**

(a) Eighty percent (80%) of the Tax Increment Revenues (excluding school or state taxes - they will be paid in accordance with Act 381) received by the FBRA shall be paid to the Developer to reimburse it for Eligible Costs up to a maximum of \$71,361,778 or 30 years of capture, whichever occurs first. The FBRA may retain 80% of the Tax Increment Revenues (excluding

school or state taxes) for administrative fees and deposits to the LBRF for five (5) years following completion of reimbursement of Developer's Eligible Costs, but in no case shall tax increment revenues be retained such that capture extends beyond 30 years. The FBRA shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the FBRA after 30 years of capture and reimbursement.

(b) The FBRA shall engage the services of a qualified third-party professional firm (the "Reviewer") to evaluate Developer's periodic submissions of Eligible Costs. Developer and the FBRA shall mutually agree upon the selection of the Reviewer. Developer shall submit statements of Eligible Costs in full compliance with the terms and conditions in Paragraph 2 of this Agreement. The FBRA shall submit the Eligible Costs to the Reviewer within ten (10) days of receipt from Developer. Reviewer shall have thirty (30) days to either; i) request more information from Developer; or ii) approve all Eligible Costs and inform the FBRA and Developer of its approval; or iii) deny any or all Eligible Costs and inform, in writing, the FBRA and Developer of the specific reasons each of the Eligible Costs has been denied. The Developer shall have thirty (30) days to respond to the written response from the FBRA and/or the Reviewer specifying the reasons for the denial of certain Eligible Costs. Where there is disagreement between the Developer and the FBRA/Reviewer, each party will work in good faith with the other to resolve such disagreements. Either party may request, and receive, an extension period of fifteen (15) days for its response period.

(c) In lieu of collecting administrative fees during the Developer's reimbursement period, the Developer will be responsible for paying the FBRA a fee of \$5,000 with each submission to cover the Reviewer's cost. If the Reviewer's level of effort exceeds \$5,000 for a submission, the FBRA will notify the Developer of the additional costs, and these costs will be paid to the FBRA within 30 days of notice. These invoices shall be included in the Developer's Eligible Costs for the project. The FBRA will retain unspent review fees in their administrative fund; these funds will be applied to future submissions and kept at the end of the project.

(d) Unless it disputes whether all or a portion such costs are Eligible Costs or the accuracy of such costs, the FBRA shall, after approval, pay to the Developer the amounts for which submissions have been approved within 30 days after the FBRA has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid. If a partial payment is made by the FBRA because of insufficient Tax Increment Revenues, the FBRA shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been approved, have been fully paid to the Developer or to the end of the Term, whichever occurs first.

**4. Adjustments.** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the FBRA is required to reimburse any Tax Increment Revenues to the City or any other tax levying unit of government, the FBRA may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the FBRA is no longer obligated to make any further payments to the Developer, the FBRA shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the FBRA such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced



and paid to the FBRA by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

**5. Development.** The Developer shall commence work on the Project as soon as possible after obtaining all necessary approvals for the Project.

**6. Reporting.** The Developer shall submit a written report to the FBRA following completion of the Project indicating as of such date the number of new jobs located at the Project, if any, the total private investment and such other information as may be required by the FBRA for reporting purposes. Reimbursement Requests shall be reviewed by FBRA. FCC shall cooperate in the review by FBRA by providing information and documentation to supplement the Reimbursement Request as deemed reasonable and necessary by FBRA. Within thirty (30) days after submission of a Reimbursement Request, FBRA shall either approve the Reimbursement Request or identify in writing to FCC any costs in the Reimbursement Request deemed ineligible for reimbursement and the basis for the determination. FCC shall be given thirty (30) days thereafter within which to provide supplemental information or documents in support of the Reimbursement Request or portion of it deemed ineligible by FBRA. Thereafter, except as otherwise agreed to in writing by FCC and FBRA, FBRA shall make a decision on the eligibility of the disputed cost and inform FCC in writing of its determination, which determination shall be final. The FBRA shall act on a Reimbursement Request after receipt of the requested supplemental information from FCC at the next scheduled meeting of the FBRA, and if the Reimbursement Request is deemed eligible, the FBRA shall approve the payment of the Reimbursement Request.

**7. Interpretation.** The Brownfield Plan and this Agreement constitute the entire agreement between the parties as to its subject. This Agreement shall not be amended or modified except in writing signed by the parties. The Agreement shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

**8. Assignment; Binding Effect.** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the FBRA, *provided*, any such assignee shall acknowledge to the FBRA in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by FBRA's legal counsel and approval of the FBRA's Executive Director. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

**9. Term.** It is understood and agreed that the reimbursement obligation of the FBRA under this Agreement shall commence with taxes collected beginning with the Summer 2026 tax bill (the

"Commencement Date"), and shall be satisfied with the Tax Increment Revenues collected after the Commencement Date and otherwise available under the Brownfield Plan. The reimbursement obligation of the FBRA shall terminate upon the payment of all outstanding reimbursement requests up to \$71,361,778 but in no event later than Tax Increment Revenues collected beyond 30 years of capture and reimbursement (2055).

**10. Miscellaneous.**

10.1 Notices. All requests, demands, notices, certificates or communications desired, permitted or required to be given under this Agreement shall be in writing and deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or if received if mailed and delivered through overnight mail:

If to FCC:

Susan Harvey  
Senior Vice President  
Ashley Capital, LLC  
2575 S. Haggerty Road, Suite 500  
Canton, MI 48188  
Email: [sharvey@ashleycapita.com](mailto:sharvey@ashleycapita.com)

Copy to:

Robert Auskalnis, Vice President  
Ashley Capital, LCC  
9810 S. Dorchester Ave, Chicago, IL 60628  
[rauskalnis@ashleycapital.com](mailto:rauskalnis@ashleycapital.com)

If to FBRA:

Flint Brownfield Redevelopment Authority  
CITY OF FLINT  
1101 S. Saginaw Street, Flint, MI 48502  
Attn: \_\_\_\_\_

or to such other address as such party may specify by appropriate notice.

10.2 Amendment and Waiver. No amendment or modification of this Agreement shall be binding upon any party to this Agreement until such amendment or modification is reduced to writing and executed by all parties. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other party to this Agreement.

10.3 Entire Agreement. This Agreement contains all agreements between the parties regarding the subject matter of this Agreement. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the parties, except to the extent reference is made to such matters in this Agreement.

10.4 Execution in Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on FCC and FBRA. This Agreement may be executed by either or both parties by electronic signature in lieu of an original signature.

10.5 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

10.6 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

10.7 No Waiver. No waiver by a party of any Default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future Default, whether like or different in character.

10.8 Survival of Covenants. The covenants and provisions into this Agreement shall survive any termination of this Agreement.

CITY OF FLINT, FBRA and FCC have caused this Agreement to be duly executed and delivered as of the date last executed below.

**FLINT COMMERCE CENTER, LLC**

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

By: \_\_\_\_\_

Susan Harvey

Its: Senior Vice President of Ashley Capital, LLC agent for  
FLINT COMMERCE CENTER, LLC

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing Reimbursement Agreement was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2025 by \_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_ corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**FLINT BROWNFIELD REDEVELOPMENT  
AUTHORITY,**  
a Michigan public body corporation

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

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

Its: Chairperson \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing Reimbursement Agreement was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2025 by \_\_\_\_\_ of the CITY OF FLINT  
Brownfield Redevelopment Authority, a Michigan municipal corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY OF FLINT,**  
a Michigan municipal corporation

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

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

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

By: \_\_\_\_\_

Approved as to Form:

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
JoAnne Gurley, City Attorney

The foregoing Reimbursement Agreement was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2024 by \_\_\_\_\_, of the CITY  
OF FLINT, a Michigan municipal corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Legal Description of Property

EXHIBIT B

Brownfield Plan Amendment 1 for FLINT COMMERCE CENTER Redevelopment

Approved by Flint BRA on November 12, 2024

Approved by Flint City Council on December 9, 2024