



City of Flint, Michigan

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

Meeting Agenda – FINAL Wednesday, May 7, 2025 5:00 PM

City Council Chambers

LEGISLATIVE COMMITTEE

VACANT, Chairperson

Leon El-Alamin, Ward 1	Ladel Lewis, Ward 2
VACANT, Ward 3	Judy Priestley, Ward 4
Jerri Winfrey-Carter, Ward 5	Tonya Burns, Ward 6
Candice Mushatt, Ward 7	Dennis Pfeiffer, Ward 8
Jonathan Jarrett, Ward 9	
Davina Donahue, City Clerk	

ROLL CALL

REQUEST FOR AGENDA CHANGES/ADDITIONS

PUBLIC COMMENT

Members of the public who wish to address the City Council or its committees must register before the meeting begins. A box will be placed at the entrance to the Council Chambers for collection of registrations. No additional speakers or slips will be accepted after the meeting begins.

Members of the public shall have no more than three (3) minutes per speaker during public comment, with only one speaking opportunity per speaker.

COUNCIL RESPONSE

Councilmembers may respond once to all public speakers only after all public speakers have spoken. An individual Councilmember's response shall be limited to two (2) minutes.

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, April 22, 2024), the Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda – it shall be voted on or adopted without objection.

ORDINANCES

250148-T Ordinance/Code Amendment/Ordinance/Chapter 25 (Community Development)/Article I (Community Benefits Agreements)/Sections 25-1 to 25-7

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 25, Community Development, by the addition of Article I, Community Benefits Agreements. [NOTE: This Ordinance to become effective 30 days after adoption.].

ADJOURNMENT

250148-T

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FLINT CITY CODE OF ORDINANCES BY AMENDING CHAPTER 25.

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

SEC. 1. AN ORDINANCE TO AMEND THE FLINT CITY CODE OF ORDINANCES BY AMENDING CHAPTER 25, COMMUNITY DEVELOPMENT, BY ADDING ARTICLE I, COMMUNITY BENEFITS AGREEMENTS, BY ADDING SECTIONS 25-1 THROUGH 25-7, WHICH SHALL READ IN THEIR ENTIRETY AS FOLLOWS:

§25-1. PURPOSE.

- (1) IT SHALL BE THE POLICY OF THE CITY OF FLINT TO REQUIRE, WHEREVER FEASIBLE, PROPORTIONAL COMMUNITY BENEFITS AS A CONDITION OF SIGNIFICANT PUBLIC SUPPORT FOR DEVELOPMENT IN THE FORM OF SUBSIDIES, TAX ABATEMENTS, BELOW-MARKET PRICED LAND, OR OTHER ENHANCED PUBLIC RESOURCES.
- (2) THIS ARTICLE SHALL BE KNOWN AS THE "CITY OF FLINT COMMUNITY BENEFITS ORDINANCE."

§25-2. DEFINITIONS.

THE FOLLOWING WORDS, TERMS, AND PHRASES WHEN USED IN THIS ARTICLE SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THIS SECTION, EXCEPT WHERE THE CONTEXT CLEARLY INDICATES A DIFFERENT MEANING:

COMMUNITY BENEFITS MEAN THE AMENITIES, BENEFITS, COMMITMENTS, OR PROMISES TO THE CITY OF FLINT BY A DEVELOPER, AS DISCUSSED FURTHER IN THIS ORDINANCE.

COMMUNITY BENEFITS AGREEMENT MEANS A VOLUNTARY CONTRACT NEGOTIATED AND AGREED TO BY THE CITY OF FLINT AND A DEVELOPER TO PROVIDE COMMUNITY BENEFITS IN RETURN FOR THE RECEIPT OF PUBLIC SUPPORT.

DEPARTMENT MEANS THE CITY OF FLINT DEPARTMENT OF BUSINESS & COMMUNITY SERVICES, OR ITS SUCCESSOR DEPARTMENT.

CITYWIDE ADVISORY COUNCIL MEANS THE CITYWIDE ADVISORY COUNCIL CHARGED WITH NEGOTIATING THE COMMUNITY BENEFITS AGREEMENTS AND WILL INCLUDE TWO MEMBERS OF THE AFFECTED WARD(S).

ENFORCEMENT COMMITTEE MEANS A COMMITTEE ESTABLISHED TO MONITOR AND ENFORCE THE COMMUNITY BENEFITS AGREEMENT BETWEEN THE CITY OF FLINT AND THE DEVELOPER, ITS AGENTS, ASSIGNEES, OR DESIGNEES.

DEVELOPER MEANS ANY FOR PROFIT PERSON, FIRM, PARTNERSHIP, LIMITED LIABILITY COMPANY, CORPORATION, JOINT VENTURE, PROPRIETORSHIP, OR OTHER ENTITY THAT IS THE PURCHASER OR LESSEE IN THE SALE OR LEASE OF CITY- OWNED LAND, THE RECIPIENT OF A FINANCIAL INCENTIVE, OR ANY COMBINATION THEREOF, INCLUDING SUB-CONTRACTORS.

IMPACT AREA MEANS AN AREA DETERMINED BY THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES THAT INCLUDES ALL CENSUS TRACTS OR CENSUS BLOCK GROUPS WITHIN THE AFFECTED WARD(S) IN WHICH THE PROJECT IS LOCATED.

DIRECTOR MEANS THE DIRECTOR OF THE CITY OF FLINT'S DEPARTMENT OF BUSINESS & COMMUNITY SERVICES.

FINANCIAL INCENTIVE MEANS CASH OR NEAR-CASH ASSISTANCE PROVIDED ON THE DISCRETIONARY BASIS BY THE CITY OF FLINT TO ATTRACT OR RETAIN A PROJECT. THESE BENEFITS PRINCIPALLY ENCOMPASS TAX AND ECONOMIC INCENTIVES PROVIDED BY FEDERAL, STATE, OR LOCAL GOVERNMENTAL BODIES.

INTERESTED PARTIES MEANS THE RESIDENTS OF THE WARD(S) IN WHICH A PROJECT IS PROPOSED TO BE LOCATED.

PROJECT MEANS EITHER A TIER 1 PROJECT, TIER 2 PROJECT, OR TIER 3 PROJECT.

PUBLIC SUPPORT MEANS A FINANCIAL INCENTIVE OR THE SALE OR LEASE OF CITY-OWNED LAND BELOW MARKET VALUE, AS DETERMINED BY THE CITY ASSESSOR. PUBLIC SUPPORT SHALL NOT INCLUDE INCENTIVES THROUGH THE NEIGHBORHOOD ENTERPRISE ZONE ACT, PUBLIC ACT 147 OF 1992 (MCL 207.771 ET SEQ).

QUADRUPLE BOTTOM LINE PHILOSOPHY MEANS THE EFFECT A PROJECT MAY HAVE ON THE WELL-BEING OF THE COMMUNITY IN TERMS OF CULTURAL VITALITY, SOCIAL EQUITY, ECONOMIC PROSPERITY, AND ENVIRONMENTAL SUSTAINABILITY. THIS INCLUDES THE PUBLIC SUPPORT AND COMMUNITY BENEFITS AGREED TO AS PART OF THE PROJECT.

REGISTERED GROUP MEANS ANY GROUP OR ORGANIZATION WITH AT LEAST ONE MEMBER THAT IS A RESIDENT OF THE CITY OF FLINT THAT FILES THEIR CONTACT INFORMATION WITH THE OFFICE OF BUSINESS AND COMMUNITY SERVICES TO RECEIVE NOTIFICATION UNDER THIS ORDINANCE. THE OFFICE OF BUSINESS AND COMMUNITY SERVICES SHALL KEEP THIS INFORMATION ON FILE. THE REGISTERED GROUP SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SUBMITTED TO THE DEPARTMENT.

SALE OR LEASE OF CITY-OWNED LAND MEANS THE CONVEYANCE OF TITLE OF REAL PROPERTY FROM THE CITY OR OTHER PUBLIC ENTITY TO A PURCHASER OR A LEASE OF CITY OR OTHER PUBLIC PROPERTY TO A LESSEE. THE CONVEYANCE OF CITY RIGHT-OF-WAYS, CONVEYANCES UNDER THE PROPERTY DISPOSITION POLICY, AND THE CONVEYANCE OR LEASE OF PROPERTIES LESS THAN ONE-QUARTER (1/4) OF AN ACRE IN SIZE ARE NOT INCLUDED IN THIS DEFINITION.

TIER 1 PROJECT MEANS ANY PROJECT, DEVELOPMENT, OR REDEVELOPMENT IN WHICH THE DEVELOPER IS REQUESTING PUBLIC SUPPORT IN THE FORM OF FINANCIAL INCENTIVES OR IN THE FORM OF THE SALE OR LEASE OF CITY- OWNED LAND FOR A PROJECT ESTIMATED AT 20 MILLION DOLLARS OR MORE AT THE TIME OF THE FIRST PUBLIC HEARING.

(1) ANY TRANSFER TO THE DEVELOPER OF CITY-OWNED LAND PARCELS THAT HAVE A CUMULATIVE MARKET VALUE OF \$1,000,000.00 OR MORE, AS DETERMINED BY THE CITY ASSESSOR OR INDEPENDENT APPRAISAL, WITHOUT OPEN BIDDING AND PRICED BELOW MARKET RATES WHERE ALLOWED BY LAW; OR

(2) PROVISION OR APPROVAL BY THE CITY OF TAX ABATEMENTS OR OTHER TAX BREAKS THAT ABATE MORE THAN \$1,000,000.00 OF CITY TAXES OVER THE TERM OF THE ABATEMENT THAT INURE DIRECTLY TO THE DEVELOPER, BUT NOT INCLUDING NEIGHBORHOOD ENTERPRISE ZONE TAX ABATEMENTS.

TIER 2 PROJECT MEANS ANY PROJECT, DEVELOPMENT, OR REDEVELOPMENT IN WHICH THE DEVELOPER IS REQUESTING PUBLIC SUPPORT IN THE FORM OF A FINANCIAL INCENTIVES OR IN THE FORM OF THE SALE OR LEASE OF CITY-OWNED LAND FOR A PROJECT ESTIMATED AT 1 MILLION DOLLARS OR MORE AT THE TIME OF THE FIRST PUBLIC HEARING.

(1) ANY TRANSFER TO THE DEVELOPER OF CITY OWNED LAND PARCELS THAT HAVE A CUMULATIVE MARKET VALUE OF \$150,000.00 OR MORE, AS DETERMINED BY THE CITY ASSESSOR OR INDEPENDENT APPRAISAL, WITHOUT OPEN BIDDING AND PRICED BELOW MARKET RATES WHERE ALLOWED BY LAW; OR

(2) PROVISIONS OR APPROVAL BY THE CITY OF TAX ABATEMENTS THAT ABATE MORE THAN \$150,000.00 OF CITY TAXES OVER THE TERM OF THE ABATEMENT THAT INURE DIRECTLY TO THE DEVELOPER, BUT NOT INCLUDING NEIGHBORHOOD ENTERPRISE ZONE TAX ABATEMENT.

TIER 3 PROJECT MEANS ANY PROJECT, DEVELOPMENT, OR REDEVELOPMENT IN WHICH THE DEVELOPER IS REQUESTING PUBLIC SUPPORT IN THE FORM OF FINANCIAL INCENTIVES OR IN THE FORM OF THE SALE OR LEASE OF CITY-OWNED LAND FOR SPECIFIC PROJECTS ESTIMATED TO BE BELOW 1 MILLION DOLLARS AT THE TIME OF THE FIRST PUBLIC HEARING.

(1) ANY LAND TRANSFER TO THE DEVELOPER OF CITY OWNED LAND PARCELS THAT HAVE A CUMULATIVE MARKET VALUE OF \$25,000.00 OR MORE, AS DETERMINED BY THE CITY ASSESSOR OR INDEPENDENT APPRAISAL, WITHOUT OPEN BIDDING AND PRICED BELOW MARKET RATES WHERE ALLOWED BY LAW; OR

(2) PROVISIONS OR APPROVAL BY THE CITY OF TAX ABATEMENTS THAT ABATE MORE THAN \$25,000.00 OF CITY TAXES OVER THE TERM OF THE ABATEMENT THAT INURE DIRECTLY TO THE DEVELOPER, BUT NOT INCLUDING NEIGHBORHOOD ENTERPRISE ZONE TAX ABATEMENT.

§25-3. COMMUNITY BENEFITS AGREEMENT REQUIRED.

(A) A COMMUNITY BENEFITS AGREEMENT IS REQUIRED BETWEEN THE CITY OF FLINT AND A DEVELOPER CONSISTENT WITH TIER 1, TIER 2, AND TIER 3 AS DEFINED IN SECTION 25-2 OF THIS ORDINANCE PRIOR TO THE CITY COUNCIL'S FINAL APPROVAL OF PUBLIC SUPPORT. THE CITY COUNCIL MAY GRANT PRELIMINARY APPROVAL OF PUBLIC SUPPORT SUBJECT TO THE EXECUTION OF A COMMUNITY BENEFITS AGREEMENT.

(B) THE CITY COUNCIL MUST ACCEPT OR AMEND A FINAL COMMUNITY BENEFITS AGREEMENT WITHIN 28 DAYS AFTER PRESENTMENT TO THE CITY COUNCIL BY RESOLUTION. THE COMMUNITY BENEFITS AGREEMENT WILL TAKE EFFECT IF NO ACTION IS TAKEN BY THE CITY COUNCIL AFTER 28 DAYS.

(C) THE FOLLOWING MINIMUM STANDARDS SHALL BE REQUIRED OF ANY COMMUNITY BENEFITS AGREEMENT CONTRACT:

(1) SHALL INCORPORATE, TO THE EXTENT PRACTICABLE, THE QUADRUPLE BOTTOM LINE PHILOSOPHY AS DEFINED IN SECTION 25- 2 OF THIS ORDINANCE: THE EFFECT A PROJECT MAY HAVE ON THE WELL-BEING OF THE COMMUNITY IN TERMS OF CULTURAL VITALITY, SOCIAL EQUITY, ECONOMIC PROSPERITY, AND ENVIRONMENTAL SUSTAINABILITY. THIS INCLUDES THE PUBLIC SUPPORT AND COMMUNITY BENEFITS AGREED TO AS PART OF THE PROJECT.

(2) LEGALLY ENFORCEABLE AND THE RESULT OF THE PROCEDURE SPECIFIED UNDER THE PROVISIONS OF THIS ARTICLE.

(3) THE COMMUNITY BENEFITS PROVIDED REFLECT THE SCALE OF AND ARE IN PROPORTION TO THE PUBLIC SUPPORT APPROVED.

(4) IDENTIFY SPECIFIC METHODS FOR MONITORING AND COMPLIANCE WITH THE PROVISIONS OF THE COMMUNITY BENEFITS AGREEMENT.

- (5) PROVIDE FOR ENFORCEMENT TERMS AND SPECIFIC REMEDIES UPON THE BREACH OR NONCOMPLIANCE OF A PARTY. SUCH REMEDIES MAY INCLUDE, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, LIQUIDATED DAMAGES, CLAW BACKS OF FINANCIAL INCENTIVES AND/OR LAND, OR THE REVOCATION OR WITHDRAWAL OF PUBLIC SUPPORT.**
- (6) THE PROVISIONS OF A COMMUNITY BENEFITS AGREEMENT SHALL BE BINDING UPON ALL PARTIES, INCLUDING THEIR AGENTS, SUCCESSORS, AND ASSIGNS. AFTER APPROVAL AND EXECUTION BY THE PARTIES, COMMUNITY BENEFITS AGREEMENTS SHALL BE RECORDED AGAINST THE PROPERTY IN WHICH A PROJECT IS LOCATED AND RUN WITH THE LAND.**
- (7) WHERE POSSIBLE, PROVIDE MEANS TO MEASURE, VALUE, AND ASSESS THE FACTORS DISCUSSED TIER 1, TIER 2, AND TIER 3 PROJECTS TO THE CITYWIDE ADVISORY COUNCIL.**
- (8) INCLUSION OF LOCAL SMALL BUSINESSES, MINORITY-OWNED BUSINESS ENTERPRISES, WOMEN OWNED BUSINESS ENTERPRISES, AND OTHER RELEVANT BUSINESS ORGANIZATIONS IN PRE-BID MEETINGS AND CONFERENCES WITH ADVANCE NOTICE.**
- (9) COMPLIANCE OF DEVELOPER WITH ANY COMPETITIVE REQUIREMENTS, AS APPLICABLE, PROVIDED FOR IN THE CITY CODE OF ORDINANCES, STATE, OR FEDERAL LAWS.**
- (10) NO OUTSTANDING BACK TAXES, FINES, JUDGMENTS, OR LIENS ARE OWED TO THE CITY.**
- (11) COMPLIANCE OF DEVELOPER WITH THE PROVISIONS CONTAINED IN CHAPTER 2, ARTICLE V, SEC. 2-19.2 OF THE FLINT CODE OF ORDINANCES, REGARDING DISCRIMINATORY PRACTICES.**
- (12) PROVIDE FOR THE CLEANUP OF CONTAMINATION ON SITE, AS REQUIRED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.**
- (13) THE REQUIREMENTS OF THIS ORDINANCE MAY BE WAIVED BY RESOLUTION OF THE CITY COUNCIL UPON SUBMISSION BY EITHER THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES OR THE DEVELOPER IDENTIFYING REASONS THAT THE REQUIREMENTS OF THIS ORDINANCE ARE IMPRACTICAL OR INFEASIBLE AND IDENTIFYING HOW THE DEVELOPER WILL PROVIDE COMMUNITY BENEFITS.**

- (14) ANY HOUSING PROJECT THAT RECIEVES AN APPROVED PILOT FOR SERVICING PERSONS OF LOW AND MODERATE INCOME WHO MEET THE IDENTIFIED AND DEMONSTRABLE NEED FOR CREATING OR PRESERVING 50% OF THE PROJECT'S TOTAL HOUSING UNITS FOR AFFORDABLE HOUSING, MAY BE EXEMPT FROM A COMMUNITY BENEFITS AGREEMENT UPON THE APPROVAL OF THE FLINT CITY COUNSEL.**

§25-4. COMMUNITY ENGAGEMENT PROCESS.

THE DIRECTOR AND THE CITYWIDE ADVISORY COMMITTEE WILL DEVELOP AN APPLICATION PROCESS TO CREATE A POOL OF CANDIDATES FROM THE IMPACTED AREA TO ASSIST THE CITYWIDE ADVISORY COUNCIL IN NEGOTIATING A COMMUNITY BENEFITS AGREEMENT FOR THAT PROJECT. THIS POOL WILL BECOME PART OF THE REGISTERED GROUP AS DEFINED IN SECTION 25-2 OF THIS ORDINANCE. THE OFFICE OF BUSINESS AND COMMUNITY SERVICES SHALL KEEP THIS INFORMATION ON FILE. THE REGISTERED GROUP SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SUBMITTED TO THE OFFICE OF BUSINESS AND COMMUNITY DEVELOPMENT.

- (1) THE DIRECTOR WILL SELECT TWO (2) RESIDENTS FROM THE POOL OF APPLICANTS FROM THE IMPACTED AREA.**
- (2) IF THE DIRECTOR RECEIVES LESS THAN THREE APPLICANTS, THE DIRECTOR OF BUSINESS AND COMMUNITY SERVIVES MAY SEEK OUT ADDITIONAL APPLICATIONS FROM INDIVIDUALS THAT LIVE OUTSIDE THEIMPACTED AREA.**
- (3) THE TWO RESIDENTS NOMINATED BY THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES MUST BE APPROVED BY A MAJORITY OF THE CITYWIDE ADVISORY COUNCIL.**
- (4) THE TWO RESIDENTS SELECTED WILL SERVE ON THE CITYWIDE ADVISORY COUNCIL UNTIL THE COMPLETION OF THE PROJECT AS DETERMINED BY THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES AND THE ADVISORY COUNCIL**

- (5) ALL RESIDENTS OVER THE AGE OF 18 THAT RESIDE IN THE IMPACT AREA ARE ELIGIBLE FOR NOMINATION, PROVIDED THAT, ANY PERSON WHO IS AN AGENT, EMPLOYEE, OR OFFICIAL OF THE DEVELOPER, OR AN EMPLOYEE OF A CITY DEPARTMENT OR AUTHORITY DIRECTLY INVOLVED IN THE DEVELOPMENT, MUST DISCLOSE SUCH RELATIONSHIP PRIOR TO THEIR SELECTION. IF A CONFLICT EXISTS, THE PERSON IS PROHIBITED FROM SERVING ON THE ENFORCEMENT COMMITTEE. A CONFLICT OF INTEREST FOR THIS PURPOSE MEANS ANY FINANCIAL INTEREST HELD PERSONALLY OR BY AN IMMEDIATE FAMILY MEMBER IN THE DEVELOPMENT PROJECT.
- (6) THE CITY CLERK SHALL FORWARD NOTICE OF THE FIRST PUBLIC MEETING VIA FIRST CLASS MAIL NO LESS THAN TEN DAYS BEFORE SUCH MEETING TO ALL CITY OF FLINT RESIDENTS WITHIN THE IMPACT AREA.
- (7) NO MEETING SHALL BE HELD WITH LESS THAN TWO-THIRDS OF THE CITYWIDE ADVISORY COUNCIL PRESENT, NOT INCLUDING MEMBERS SERVING FROM THE IMPACTED AREA. ALL MEETINGS MUST CONFORM TO FEDERAL, STATE, AND LOCAL LAWS THAT GOVERN THE OPEN MEETINGS ACT.
- (8) PRIOR TO SUBMITTING TO CITY COUNCIL, A REQUEST FOR APPROVAL OF LAND TRANSFERS OR TAX ABATEMENTS RELATED TO A TIER 1, TIER 2, OR TIRE 3 PROJECTS, THE DIRECTOR SHALL HOLD NO FEWER THAN FIVE PUBLIC MEETINGS, UNLESS A MAJORITY OF THE CITYWIDE ADVISORY COUNCIL VOTES TO WAIVE ONE OR MORE OF THE REQUIRED MEETINGS, BUT NOT LESS THAN TWO PUBLIC MEETINGS SHALL BE HELD IN ALL CIRCUMSTANCES.
- (9) ALL ACTIONS OF THE CITYWIDE ADVISORY COUNSEL MAY BE TAKEN WITH THE CONSENT OF A MAJORITY OF CITYWIDE ADVISORY COMMITTEE MEMBERS PRESENT, PLUS AT LEAST ONE OF THE TWO MEMBERS SERVING ON THE COMMITTEE, THAT IS PRESENT, OF THE IMPACT AREA.
- (10) IN ADDITION TO THE MEETING REQUIREMENT IN THIS SECTION, THE DIRECTOR SHALL FACILITATE AT LEAST ONE MEETING BETWEEN THE CITYWIDE ADVISORY COUNCIL AND THE DEVELOPER TO ALLOW THE CITYWIDE ADVISORY COUNCIL TO LEARN MORE DETAILS ABOUT THE PROJECT AND TO PROVIDE AN OPPORTUNITY FOR THE CITYWIDE ADVISORY COUNCIL TO MAKE THE DEVELOPER AWARE OF CONCERNS RAISED BY THE RESIDENTS OF THE IMPACTED AREA.

- (11) COMMUNITY BENEFITS REPORT AND AGREEMENT: THE DIRECTOR SHALL PROVIDE A COMMUNITY BENEFITS REPORT TO THE CITY COUNCIL REGARDING TIER 1, TIER 2, AND TIER3 PROJECTS PRIOR TO THE REQUEST FOR ANY APPROVALS RELATED TO THOSE PROJECTS.**

THE COMMUNITY BENEFITS REPORT SHALL CONTAIN:

- A. A DETAILED ACCOUNT OF HOW NOTICE WAS PROVIDED TO ORGANIZE THE PUBLIC MEETING.**
- B. A LIST OF CANDIDATES SELECTED FROM THE IMPACT AREA TO ASSIST THE CITYWIDE ADVISORY COUNCIL MEMBERS AND HOW THEY WERE SELECTED.**
- C. AN ITEMIZED LIST OF THE CONCERNS RAISED BY THE CITYWIDE ADVISORY COUNCIL.**
- D. A METHOD FOR ADDRESSING EACH OF THE CONCERNS RAISED BY THE CITYWIDE ADVISORY COUNCIL OR WHY A PARTICULAR CONCERN WILL NOT BE ADDRESSED; AND**
- E. A DETAILED LIST OF COMMUNITY OUTREACH STRATEGIES, INCLUSIVE OF A LANGUAGE ACCESS PLAN, THAT HAVE BEEN USED TO SOLICIT AND RECORD FEEDBACK.**
- F. THE DIRECTOR, WHERE POSSIBLE, SHALL PROVIDE A COPY OF THE COMMUNITY BENEFITS REPORT TO THE CITYWIDE ADVISORY COUNCIL PRIOR TO SUBMISSION TO THE CITY COUNCIL.**
- G. THE CITYWIDE ADVISORY COUNCIL SHALL HAVE AT LEAST ONE WEEK TO REVIEW THE COMMUNITY BENEFITS AGREEMENT PRIOR TO RECEIVING A REQUEST FROM THE DEVELOPER TO EITHER VOTE TO APPROVE OR SIGN A LETTER IN SUPPORT OF THE PROPOSED BENEFITS PROVIDED THAT, IF A MAJORITY OF THE CITYWIDE ADVISORY COUNCIL VOTES AGAINST THE PROPOSAL, THEN ADDITIONAL TIME SHALL BE PROVIDED FOR DISCUSSION AND NEGOTIATION.**
- H. THE DIRECTOR SHALL WORK WITH THE CITY COUNCIL TO ASSURE THAT, TO THE MAXIMUM EXTENT POSSIBLE, ALL APPROVALS REQUIRED OF THE CITY COUNCIL MAY BE CONSIDERED SIMUTANEOUSLY AND SUBJECT TO ONE APPROVAL VOTE.**
- I. THE DIRECTOR WORK WITH OTHER CITY DEPARTMENTS TO FACILLITATE THAT ALL PROJECTS RECEIVE EXPEDITED CITY-REQUIRED APPROVAL.**

§25-5. DEVELOPMENT AGREEMENT.

ALL DEVELOPMENT AGREEMENTS MADE BETWEEN THE DEVELOPER AND THE CITY RELATED TO THE LAND TRANSFERS OR TAX ABATEMENTS ASSOCIATED WITH A TIER 1, TIER 2, OR TIER 3 PROJECTS SHALL INCLUDE THE COMMUNITY BENEFITS PROVISION, WHICH SHALL INCLUDE:

- (1) ENFORCEMENT MECHANISMS FOR FAILURE TO ADHERE TO COMMUNITY BENEFITS PROVISIONS, THAT MAY INCLUDE BUT ARE NOT LIMITED TO, CLAW BACK OF CITY-PROVIDED BENEFITS, REVOCATION OF LAND TRANSFERS OR LAND SALES, DEBARMENT PROVISIONS AND PROPORTIONATE PENALTIES AND FEES.**
- (2) THE PROCEDURE FOR COMMUNITY MEMBERS TO REPORT VIOLATIONS OF THE COMMUNITY BENEFITS PROVISION TO THE ENFORCEMENT COMMITTEE.**
- (3) THE LENGTH OF TIME THAT ANNUAL COMPLIANCE REPORTS WILL BE SUBMITTED TO THE CITYWIDE ADVISORY COMMITTEE.**
- (4) CONTINUED COMMUNITY ENGAGEMENT OR COMMUNITY MEETING REQUIREMENTS.**
- (5) THE DEVELOPER SHALL NOT BE REQUIRED TO ENTER INTO A LEGALLY BINDING AGREEMENT WITH ANY INDIVIDUAL OR ORGANIZATION OTHER THAN THE CITY FOR THE EXPRESS PURPOSE OF FULFILLING THE REQUIREMENTS OF THIS ORDINANCE OR OTHER CITY-MANDATED COMMUNITY ENGAGEMENT PROCESS.**

§25-6. STANDARDS.

THE FOLLOWING MINIMUM STANDARDS SHALL BE REQUIRED OF ANY COMMUNITY BENEFITS AGREEMENT:

- (1) LEGALLY ENFORCEABLE AND THE RESULT OF THE PROCEDURE SPECIFIED.**
- (2) THE COMMUNITY BENEFITS PROVIDED REFLECT THE SCALE OF AND BE IN PROPORTION TO THE PUBLIC SUPPORT APPROVED.**
- (3) IDENTIFY SPECIFIC METHODS REGARDING MONITORING AND COMPLIANCE WITH THE PROVISIONS OF THE COMMUNITY BENEFITS AGREEMENT.**
- (4) PROVIDE FOR ENFORCEMENT TERMS AND SPECIFIC REMEDIES UPON THE BREACH OR NONCOMPLIANCE OF A PARTY. SUCH REMEDIES MAY INCLUDE, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, LIQUIDATED DAMAGES, CLAW BACKS, OR REVOCATION OR WITHDRAWAL OF PUBLIC SUPPORT.**

- (5) THE PROVISIONS OF A COMMUNITY BENEFITS AGREEMENT SHALL BE BINDING UPON ALL PARTIES, INCLUDING THEIR AGENTS, SUCCESSORS, AND ASSIGNS. AFTER APPROVAL AND EXECUTION BY THE PARTIES, COMMUNITY BENEFITS AGREEMENTS SHALL BE RECORDED AGAINST THE PROPERTY IN WHICH A PROJECT IS LOCATED AND RUN WITH THE LAND.
- (6) INCLUSION OF LOCAL SMALL BUSINESSES, MINORITY-OWNED BUSINESS ENTERPRISES, WOMEN OWNED BUSINESS ENTERPRISES, AND OTHER RELEVANT BUSINESS ORGANIZATIONS IN PRE-BID MEETINGS AND CONFERENCES WITH ADVANCE NOTICE.
- (7) THE DEVELOPER SHALL PROMOTE THE HIRING, TRAINING AND EMPLOYABILITY OF CITY OF FLINT RESIDENTS CONSISTENT WITH THE CITY OF FLINT, STATE, AND FEDERAL LAW
- (8) THE DEVELOPER WILL PAY WAGES CONSISTENT WITH THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1992 (SECTION 3) WHERE FUNDING IS DERIVED FROM THIS AGENCY BY THE CITY OF FLINT, DEVELOPER, ANY THIRD PARTY ENGAGED IN THE PROJECT.
- (9) NO OUTSTANDING PAYMENTS, BACK TAXES, FINES, OR LIENS ARE OWED TO THE CITY OF FLINT.
- (10) PROVIDE FOR THE CLEANUP OF CONTAMINATION ON SITE, AS REQUIRED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.

§25-7. ENFORCEMENT.

AN ENFORCEMENT COMMITTEE SHALL BE ESTABLISHED TO MONITOR TIER 1, TIER 2, AND TIER 3 PROJECTS AND SHALL BE COMPRISED OF, AT MINIMUM, THE FOLLOWING INDIVIDUALS:

- (1) THE CITY ATTORNEY FOR THE CITY OF FLINT; OR THEIR DESIGNEE.
- (2) A REPRESENTATIVE FROM THE DEPARTMENT OF BUSINESS & COMMUNITY SERVICES.
- (3) A REPRESENTATIVE OF THE CITYWIDE ADVISORY COUNCIL WHO REPRESENTS THE IMPACTED AREA.

- (4) THE DIRECTOR APPLICATIONS TO THE ENFORCEMENT COMMITTEE FROM ANY PERSON THAT RESIDES IN THE IMPACTED AREA TO SERVE THROUGHOUT THE DEVELOPMENT PROCESS WHO ARE PRESENT AT THE INITIAL PUBLIC MEETING.**
- (5) THE DIRECTOR, THE CITYWIDE ADVISORY COUNCIL MEMBER, AND THE CITY ATTORNEY OR THEIR DESIGNEE, WILL JOINTLY SELECT ONE (1) RESIDENT FROM THE IMPACTED AREA TO SERVE ON THE ENFORCEMENT COMMITTEE.**
- (6) IN ADDITION TO THE MEMBERS OF THE ENFORCEMENT COMMITTEE AS IDENTIFIED IN THIS SECTION, THE DIRECTOR REQUIRE THAT OTHER DEPARTMENTS PARTICIPATE IN THE ENFORCEMENT COMMITTEE AS NEEDED.**
- (7) THE ENFORCEMENT COMMITTEE SHALL PROVIDE A BIENNIAL COMPLIANCE REPORT TO THE CITY COUNCIL AND THE CITYWIDE ADVISORY COUNCIL FOR THE TIME IDENTIFIED IN THE COMMUNITY BENEFITS PROVISION.**
- (8) THE DIRECTOR FACILITATE AT LEAST TWO MEETINGS PER CALENDAR YEAR BETWEEN THE NEIGHBORHOOD ADVISORY COUNCIL AND THE DEVELOPER TO DISCUSS THE STATUS OF TIER 1, TIER 2, OR TIER 3 PROJECTS FOR THE TIME IDENTIFIED IN THE COMMUNITY BENEFITS AGREEMENT.**
- (9) THE CITYWIDE ADVISORY COUNCIL SHALL REVIEW ANY ALLEGATIONS OF VIOLATIONS OF THE COMMUNITY BENEFITS PROVISION PROVIDED TO IT BY THE DEVELOPER AND MAY REPORT VIOLATIONS TO THE ENFORCEMENT COMMITTEE IN WRITING.**
- (10) UPON RECEIPT OF WRITTEN NOTIFICATION OF ALLEGATIONS OF VIOLATION FROM THE CITYWIDE ADVISORY COUNCIL, THE ENFORCEMENT COMMITTEE SHALL INVESTIGATE SUCH ALLEGATIONS AND SHALL PRESENT THEIR WRITTEN FINDINGS TO THE CITYWIDE ADVISORY COUNCIL BASED UPON THE FOLLOWING:**

 - (A) WHETHER THE DEVELOPER IS IN COMPLIANCE WITH THE COMMUNITY BENEFITS PROVISION(S).**
 - (B) HOW THE COMMUNITY BENEFITS PROVISION(S) WILL BE ENFORCED OR HOW VIOLATIONS WILL BE MITIGATED.**

(C) THE FINDINGS OF THE ENFORCEMENT COMMITTEE SHALL BE PRESENTED TO THE NEIGHBORHOOD ADVISORY COUNCIL NO LATER THAN 21 DAYS FROM THE DATE THE VIOLATIONS WERE REPORTED TO THE ENFORCEMENT COMMITTEE UNLESS THE NEED FOR ADDITIONAL TIME IS REPORTED TO CITY COUNCIL AND THE NEIGHBORHOOD ADVISORY COMMITTEE WITHIN THE ORIGINAL 21-DAY TIME FRAME.

(D) THE DIRECTOR SUBMIT THE ENFORCEMENT COMMITTEE'S REPORT TO THE CITY COUNCIL WITHIN 14 DAYS UNLESS MORE TIME IS GRANTED BY THE CITY COUNCIL.

SEVERABILITY: IF ANY CLAUSE, SENTENCE, SECTION, PARAGRAPH, OR PART OF THIS ORDINANCE, OR THE APPLICATION THEREOF TO ANY PERSON, FIRM, CORPORATION, LEGAL ENTITY, OR CIRCUMSTANCES, SHALL BE FOR ANY REASON ADJUDGED BY A COURT OR TRIBUNAL, OF COMPETENT JURISDICTION TO BE UNCONSTITUTIONAL OR INVALID, SUCH JUDGMENT SHALL NOT EFFECT, IMPAIR, OR INVALIDATE THE REMAINDER OF THIS ORDINANCE AND THE APPLICATION OF SUCH PROVISION TO OTHER PERSONS, FIRMS, CORPORATIONS, LEGAL ENTITIES, OR CIRCUMSTANCES BY SUCH JUDGMENT SHALL BE CONFINED IN ITS OPERATION TO THE CLAUSE, SENTENCE, SECTION, PARAGRAPH, OR PART OF THIS ORDINANCE THEREOF DIRECTLY INVOLVED IN THE CASE OR CONTROVERSY IN WHICH SUCH JUDGMENT SHALL HAVE BEEN RENDERED AND TO THE PERSON, FIRM, CORPORATION, LEGAL ENTITY, OR CIRCUMSTANCES THEN AND THERE INVOLVED. IT IS HEREBY DECLARED TO BE THE LEGISLATIVE INTENT OF THIS BODY THAT THE ORDINANCE WOULD HAVE BEEN ADOPTED HAD SUCH INVALID OR UNCONSTITUTIONAL PROVISIONS HAVE NOT BEEN INCLUDED IN THIS ORDINANCE.

SEC. 2. THIS ORDINANCE SHALL BECOME EFFECTIVE THIS _____, 2024, A.O. giving 30-day effect.

Adopted this ____ day of _____, 2024, A.D.

FOR THE CITY:

For the City Clerk

Sheldon A. Neeley,

Mayor APPROVED AS TO FORM:

Joseph N. Kuptz, Acting City Attorney