



# City of Flint, Michigan

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

## Meeting Agenda – AMENDED

Monday, January 13, 2025

4:30 PM

**AGENDA AMENDED to add Appointments No. 250007-T and  
250008-T**

**City Council Chambers**

### SPECIAL AFFAIRS COMMITTEE

Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1

VACANT, Ward 3

Jerri Winfrey-Carter, Ward 5

Dennis Pfeiffer, Ward 8

Ladel Lewis, Ward 2

Judy Priestley, Ward 4

Tonya Burns, Ward 6

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

\*\*\*\*\*

### ROLL CALL

### READING OF DISORDERLY PERSON 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 will be removed from the meetings.*

## **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.*

### **RESOLUTIONS**

**240455-T** Comprehensive Plan Update/Memorandum of Understanding (MOU)/City of Flint Planning Commission

Resolution resolving that the appropriate City officials are authorized to do all things necessary to enact the Memorandum of Understanding that is being recommended by the Planning Commission from their August 13<sup>th</sup>, 2024 meeting. [NOTE: The Administration would like to enact an updated MOU to define the roles of the Planning Commission, Steering Committee, Department

of Business and Community Services, City Administration, and the City Council in the Plan update process.]

## APPOINTMENTS

**240522-T** Appointment/Marsu Hussey/Flint Housing Commission/Resident Commissioner

Resolution resolving that the Flint City Council approves the appointment of Marsu Hussey to serve a three [four]-year term on the Board of the Flint Housing Commission [as Resident Commissioner], with such term commencing immediately and expiring on November 30, 2028. [NOTE: Marsu Hussey will complete a 4-year term as a Resident Commissioner and fill the 5th seat on the board which has been vacant]

**240523-T** Appointment/Tredale Kennedy/Flint Housing Commission

Resolution resolving that the Flint City Council approves the appointment of Tredale Kennedy to serve [the remainder of] a three-year term on the Board of the Flint Housing Commission, with such term commencing immediately and expiring on August 31, 2026. [NOTE: Tredale Kennedy will complete a [3]-year term replacing Leon El-Alamin, who resigned due to being elected to serve on the Flint City Council.]

**250007-T** Appointment/Hurley Board of Hospital Managers/ Dr. Khalid M. Ahmed

Resolution resolving that the Flint City Council approves the appointment of Dr. Khalid M. Ahmed (Flint MI 48503) to serve a five-year term on the Hurley Board of Hospital Managers, with such term commencing immediately and expiring on April 30, 2029. [NOTE: Dr. Ahmed is replacing Jason Caya whose term expired April 30, 2024.]

**250008-T** Appointment/Hurley Board of Hospital Managers/Jalil Carter

Resolution resolving that that the Flint City Council approves the appointment of Jalil Carter (Flint MI 48507) to serve a five-year term on the Hurley Board of Hospital Managers, with such term commencing immediately and expiring on April 30, 2028. [NOTE: Mr. Carter will fill the open vacancy for Robert Jones.]

## **ORDINANCES**

**240426.1-T** Amended Ordinance/Code Amendment/Ordinance/Chapter 24 (Housing)/Article IV (Fair Chance Access to Rental Housing)/Sections 24-114 to 24-127

An amended ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing, by the addition of Article IV, Fair Chance Access to Rental Housing, Sections 24-114 to 24-127. [NOTE: This ordinance to become effective 30 days after adoption.]. [NOTE: Ordinance amended to add specific information under Section 24-119(B)(2) with regard to criminal sexual conduct.]

**240430.1-T** Amended Ordinance/Code Amendment/Ordinance/Chapter 25 (Community Development)/Article I (Community Benefits Agreements)/Sections 25-1 to 25-7

An amended 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.]. [NOTE: Ordinance amended to add Developer definition information, Tier Project estimations and public hearing details, agreement specifications, and community engagement processes.]

## **ADJOURNMENT**



240455-T

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

PRESENTED: 10-9-2024

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

**RESOLUTION FOR FLINT CITY COUNCIL TO ADOPT COMPREHENSIVE PLAN UPDATE MOU WITH CITY OF FLINT PLANNING COMMISSION**

The Imagine Flint Comprehensive Plan ("the Plan"), adopted on October 28, 2013, was reviewed by the Planning Commission per the Michigan Planning Enabling Act, being P.A. 33 of 2008, as amended, M.C.L. 125.3801 et seq., and the determination was made that an update was needed at the February 19<sup>th</sup>, 2024 regular meeting. Part of the creation of the plan included a Memorandum of Understanding (MOU) between the City of Flint, City of Flint Planning Commission, and City Council for City of Flint, signed March 28, 2011, to define roles and responsibilities between the partnering entities. Now the Administration would like to enact an updated MOU to define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council in the Plan update process.

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to enact the Memorandum of Understanding that is being recommended by the Planning Commission from their August 13<sup>th</sup>, 2024 meeting.

For the City:

For the City Council:

CLYDE D. EDWARDS / A0311  
CLYDE D. EDWARDS / A0311 (CCLL 2024 1024 001)  
Clyde D. Edwards, City Administrator

\_\_\_\_\_

Approved as to Form:

Approved as to Finance:

JK  
Joseph Kuptz (CCLL 2024 1024 001)  
Joseph Kuptz, Acting City Attorney

PM  
Phillip Moore (CCLL 2024 1024 001)  
Phillip Moore, Chief Financial Officer

**RESOLUTION STAFF REVIEW**

**TODAY'S DATE:** September 25, 2024

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:** RESOLUTION FOR FLINT CITY COUNCIL TO ADOPT COMPREHENSIVE PLAN UPDATE MOU WITH CITY OF FLINT PLANNING COMMISSION

**PREPARED BY:** Emily Doerr

**VENDOR NAME:** N/A

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

The Imagine Flint Comprehensive Plan ("the Plan") was reviewed by the Planning Commission per the Michigan Planning Enabling Act, being P.A. 33 of 2008, as amended, M.C.L. 125.3801 *et seq.*, and the determination was made that an update was needed at the February 13<sup>th</sup>, 2024 regular meeting. A Memorandum of Understanding ("MoU") was drafted to define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council in the Plan update process. The Planning Commission reviewed the attached MOU and approved it with amendment at the August 13<sup>th</sup>, 2024 regular meeting.

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

MOU between City of Flint, City of Flint Planning Commission, and City Council for City of Flint Master Plan signed 3/28/2011 (enclosed)

**Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

The Plan update process is focused on resident engagement and there are multiple references to "the Steering Committee" in the MOU which will be a group of stakeholders up to 21 people – 90% of whom must be city residents – who will provide additional time for review and recommendations for updating on top of the hundreds, if not thousands of residents who will be engaged through the 18-month process that will include no less than 50 community meetings.

**Section IV: FINANCIAL IMPLICATIONS:**

Having an updated Comprehensive Plan will allow the City of Flint to apply for more grant funding.

**BUDGETED EXPENDITURE?** YES  NO  IF NO, PLEASE EXPLAIN: N/A



**MEMORANDUM OF UNDERSTANDING**

**CITY OF FLINT COMPREHENSIVE PLAN**

This Memorandum Of Understanding – City of Flint Comprehensive Plan (“Memorandum”) is executed to be effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the administration of the City of Flint, a Michigan municipal corporation (“Administration”), City of Flint Planning Commission (“PC”) and the City Council of the City of Flint (“Council”); the Administration, the PC and the Council are individually a “Branch” and collectively the “Branches”.

The following is a recital of certain facts which underlie this Memorandum:

- A. The Branches wish to work together to develop an update to the “Comprehensive Plan” pursuant to the Michigan Planning Enabling Act, being P.A. 33 of 2008, as amended, M.C.L. 125.3801 *et seq.* (the “Act”); and
- B. The Comprehensive Plan shall fulfill the role required by section 4-503 of the Charter of the City of Flint (the “Charter”); and
- C. Each Branch understands that the Act contains procedures and requirements in order to adopt a statutorily valid comprehensive plan; and
- D. The Branches wish to document their preliminary understandings and intent by this Memorandum; and
- E. While each Branch understands that this Memorandum is not a binding contract, each Branch intends to proceed through the procedures contained in this Memorandum.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. **Introduction and Intent.** This Memorandum is intended to be a non-binding expression of the present intent of the Branches to research, prepare, adopt and implement an updated “Comprehensive Plan” pursuant to the Act (the “Plan”). Each Branch understands that additional documents will be negotiated and adopted by each of the Branches before the full Plan is approved and binding, and that the Act requires specific roles from each Branch. While this Memorandum is not a binding contract, each Branch intends to act in accordance with the terms contained in this Memorandum.
- 2. **The Plan.** The Plan refers to a plan adopted or amended under the Act, and used to satisfy the requirement of section 203(1) of the Michigan Zoning Enabling Act, being P.A. 110 of 2006, as amended, M.C.L. 125.3101 *et seq.* Also referred to as the “Comprehensive Plan”, “Imagine Flint Comprehensive Plan”, and previously referred to as the “Imagine Flint Master Plan”.
- 3. **Branch Roles.** The Branches will share the Plan tasks, pursuant to Michigan law, in the following areas:



a. **Administration.**

The role of the Administration in connection with the development of the Plan will include the following:

i. **Mayor.**

The Mayor of the City shall do the following:

1. The Mayor will appoint, pursuant to section 4-202 of the Charter, a "Director of Business and Community Services".
2. The Mayor will appoint, pursuant to Article 6, Section 6-302 of the Flint Code of Ordinances, any vacancies for permanent positions of the Planning Commission.
3. The Mayor will appoint members to the Steering Committee per the selection process noted in subsection (c).

ii. **City Administrator.**

The City Administrator shall do the following:

1. The City Administrator or his or her designee shall engage in discussions with all other City departments and commissions regarding positioning, leveraging, and coordinating City resources as part of the comprehensive planning and development process in connection with the development and adoption of the Plan.

iii. **Department of Business and Community Services ("DBCS").**

The role of the Department of Business and Community Services ("DBCS") in connection with the development of the comprehensive plan will be the following:

1. The DBCS Director shall communicate to and coordinate with the Mayor, Administration, and the City Council regarding positioning/leveraging current City resources as part of the comprehensive planning and development process, including internal coordination of resources and projects utilizing community and economic development funding.
2. The DCBS Director shall be the liaison for the City Administration and all City departments, agencies, committees, and commissions in preparation of proposals relative to the comprehensive planning process.
3. The DBCS Director shall oversee functions relating to developmental matters as defined in the Charter, section 4-502 ("Development Matters"), so far as such functions relate to the comprehensive planning process.

4. The DCBS Director shall receive all reports concerning Development Matters and other information which they request. The DCBS Director shall, with the head of any agency involved, evaluate all reports and information in light of the policies, programs, and priorities of the Mayor and Plan.
5. The DCBS Director will coordinate with the Planning Administrator in the administration of any grants awarded to the City in connection with the comprehensive planning process and management of the comprehensive planning process.
6. The DBCS shall prepare procurement resolutions, including those for the hiring of professional consultants. Each such resolution shall require legal review as to form and financial review as to budget.
7. The DBCS will coordinate comprehensive planning consultants and/or partners in consultation with the Planning Commission and manage the professional consultants to assist the City in the comprehensive planning process.

b. **Planning Commission ("PC")**.

The role of the PC in connection with the development of the Plan will include the following:

- i. Pursuant to the procedure contained in the Act, make and approve the Plan as a guide for development within the City of Flint.
- ii. Provide policy direction and input regarding matters such as goals and objectives, and concepts for funding proposals.
- iii. Ensure that guiding principles identified in the initial steps of the planning process are adhered to throughout the comprehensive planning process.
- iv. Steer and guide the comprehensive planning process, subject to the authority reserved and vested in the Administration as described above and the Council below.
- v. Form advisory groups which may involve additional people and partners to address specific components such as parks, public works, transportation, etc.
- vi. Communicate at least monthly with the DBCS Director, Planning Administrator, and Steering Committee about the comprehensive planning process.
- vii. Participate in and sponsor comprehensive planning workshops.
- viii. Hold public hearings for community input in accordance with the procedure contained in the Act.
- ix. Approve the final Plan in accordance with the Act and the Charter.

**c. Steering Committee.**

The role of the Steering Committee in connection with the development of the Plan will include the following:

- i. In matters concerning the comprehensive planning process, the Steering Committee will be led by no less than four (4) and no more than six (6) co-chairs consisting of community leaders who are residents of the City of Flint.**
  - 1. The Steering Committee will consist of no more than 21 members that includes representatives of community residents, the business community, neighborhood organizations, faith-based organizations, comprehensive plan partners, other local stakeholders, at least one member of the Flint City Council and at least one member of the Flint Planning Commission. A minimum of 90% of members shall reside in the City of Flint. Additional advisory groups may be formed involving additional people and partners to address specific components such as parks, public works, transportation, etc.**
  - 2. The Planning Commission may set criteria or guidelines for selecting Steering Committee members and co-chairs by majority vote of the PC membership.**
  - 3. Two (2) co-chairs will be selected from the Planning Commission by majority vote of the Commission membership.**
  - 4. Four (4) co-chairs and the remaining Steering Committee members will be selected by a panel of the PC co-chairs, the City Council President, and the Mayor.**
  - 5. The Steering Committee will not be a board assigned with decision-making authority over the Plan. Its role will be to help channel community resources towards the comprehensive planning effort and ensure the broadest feasible community ownership of the comprehensive planning process.**

**d. Flint City Council ("Council").**

The role of the Council in connection with the development of the Plan will include the following:

- i. Adopt a resolution allowing for the right of the Council to approve or reject the Plan, pursuant to section 43 of the Act.**
- ii. Participate in the procurement process by adopting procurement resolutions, including those for the hiring of professional consultants.**
- iii. Participate in comprehensive planning workshops.**
- iv. Receive quarterly updates on the planning process from a designated co-chair of the Steering Committee, the Planning Commission Chairperson, or the DCBS or their designee, and provide input regarding goals and objectives.**

- v. Review, approve or reject (but not amend) the final Plan in accordance with the Act, including the following provisions of Section 43 of the Act:

*“(3) Approval of the proposed comprehensive plan by the planning commission under subsection (2) is the final step for adoption of the comprehensive plan, unless the legislative body by resolution has asserted the right to approve or reject the comprehensive plan. In that case, after approval of the proposed comprehensive plan by the planning commission, the legislative body shall approve or reject the proposed comprehensive plan...”*

*“(4) If the legislative body rejects the proposed comprehensive plan, the legislative body shall submit to the planning commission a statement of its objections to the proposed comprehensive plan. The planning commission shall consider the legislative body's objections and revise the proposed comprehensive plan so as to address those objections. The procedures provided in subsections (1) to (3) and this subsection shall be repeated until the legislative body approves the proposed comprehensive plan.”*

4. Miscellaneous.

- a. Further Assurances. Each party to this Memorandum shall act in good faith to give effect to the intent of this Memorandum and agrees to execute and deliver such other documents and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Memorandum.
- b. Counterparts. It is understood and agreed that this Memorandum may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.
- c. Governing Law. This Memorandum is executed in and shall be governed by, and construed under, the internal laws of the State of Michigan, without regard to conflicts of laws principles.

*(the remainder of this page is intentionally blank)*

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date listed above.

**WITNESS:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ADMINISTRATION:**

Administration for the City of Flint, a Michigan municipal corporation

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

**PLANNING COMMISSION:**

City of Flint Planning Commission

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

**CITY COUNCIL:**

City Council for the City of Flint

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

## MEMORANDUM OF UNDERSTANDING

### CITY OF FLINT MASTER PLAN

This Memorandum Of Understanding – City of Flint Master Plan ("Memorandum") is executed to be effective as of this 28th day of March 2011, by and between the administration of the City of Flint, a Michigan municipal corporation ("Administration"), City of Flint Planning Commission ("PC") and the City Council of the City of Flint ("Council"); the Administration, the PC and the Council are individually a "Branch" and collectively the "Branches".

The following is a recital of certain facts which underlie this Memorandum:

- A. The Branches wish to work together to develop a "Master Plan" pursuant to 2008 PA 33, being MCL 125.3801 et seq. (the "Act"); and
- B. The Master Plan shall fulfill the role of the "Comprehensive Plan" required by section 4-504 of the Charter of the City of Flint (the "Charter"); and
- C. Each Branch understands that the Act contains procedures and requirements in order to adopt a statutorily valid master plan; and
- D. The Branches wish to document their preliminary understandings and intent by this Memorandum; and
- E. While each Branch understands that this Memorandum is not a binding contract, each Branch intends to proceed through the procedures contained in this Memorandum.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Introduction and Intent. This Memorandum is intended to be a non-binding expression of the present intent of the Branches to research, prepare, adopt and implement a "Master Plan" pursuant to the Act (the "Plan"). Each Branch understands that additional documents will be negotiated and adopted by each of the Branches before the full Plan is approved and binding, and that the Act requires specific roles from each Branch. While this Memorandum is not a binding contract, each Branch intends to act in accordance with the terms contained in this Memorandum.
2. The Plan. The Plan refers to a plan adopted or amended under the Act, and used to satisfy the requirement of section 203(1) of the Michigan Zoning Enabling Act, 2006 PA 110, MCL 25.3203.
3. Branch Roles. The Branches will share the Plan tasks, pursuant to Michigan law, in the following areas:
  - a. Administration. The role of the Administration in connection with the development of the Plan will include the following:
    - i. Mayor. The Mayor of the City shall do the following:

1. The Mayor will appoint, pursuant to section 4-202 of the Charter, a "Chief Planning Officer" as contemplated by section 4-501 of the Charter.
- ii. City Administrator. The City Administrator shall do the following:
    1. The City Administrator or his or her designee shall engage in discussions with all other City departments and commissions regarding positioning, leveraging and coordinating City resources as part of the master planning and development process in connection with the development and adoption of the Plan.
  - iii. Department of Community and Economic Development ("DCED"). The role of the Department of Community and Economic Development ("DCED") in connection with the development of the master plan will be the following:
    1. The DCED Director shall communicate to and coordinate with the Chief Planning Officer, Administration and the City Council regarding positioning/leveraging current City resources as part of the master planning and development process, including internal coordination of resources and projects utilizing community and economic development funding.
    2. The DCED shall prepare procurement resolutions, including those for the hiring of professional consultants. Each such resolution shall require legal review as to form and financial review as to budget.
    3. The DCED will select master planning consultants in consultation with the Planning Commission and manage the professional consultants to assist the City in the master planning process.
  - iv. Chief Planning Officer. The Chief Planning Officer shall do the following:
    1. The Chief Planning Officer shall report to the DCED Director, the City Administrator, and the Mayor.
    2. The Chief Planning Officer shall oversee functions relating to development matters as defined in the Charter, section 4-502 ("Development Matters"), so far as such functions relate to the master planning process.
    3. The Chief Planning Officer shall be the liaison for the City Administration and all City departments, agencies, committees and commissions (including the PC and the Master Planning Steering Committee) in preparation of proposals relative to the master planning process.

4. The Chief Planning Officer shall obtain all information and conduct all studies required by the Mayor and the heads of agencies in the preparation of proposals relative to Development Matters.
5. The Chief Planning Officer shall receive all reports concerning Development Matters and other information which it requests. The Chief Planning Officer shall, with the head of any agency involved, evaluate all reports and information in light of the policies, programs, and priorities of the Mayor and Plan.
6. The Chief Planning Officer will coordinate with the Planning Administrator in the administration of any grants awarded to the City in connection with the master planning process ("Grants") and management of the master planning process.

b. Planning Commission (PC). The role of the PC in connection with the development of the Plan will include the following:

- i. Pursuant to the procedure contained in the Act, as summarized on the attached Exhibit 2, make and approve the Plan as a guide for development within the City of Flint.
- ii. Provide policy direction and input regarding matters such as goals and objectives, concepts for funding proposals, desired qualities for Chief Planning Officer candidates, and criteria for selecting master planning consultants.
- iii. Ensure that guiding principles identified in the initial steps of the planning process are adhered to throughout the Master Planning Initiative.
- iv. Steer and guide the master planning process, subject to the authority reserved and vested in the Administration as described above and the Council below.

~~services. Steering Committee~~ no more than 20 members. ~~includes~~ includes representatives of community residents, the business community, neighborhood organizations, faith-based organizations, master plan partners, other local stakeholders, at least one member of the Flint City Council and at least two members of the Flint Planning Commission. Additional advisory groups may be formed involving additional people and partners to address specific components such as parks, public works, transportation, etc.

1. The Master Planning Steering Committee will be led with 2 co-chairs consisting of 1 member of the Planning Commission and 1 community leader.
2. The members of the Master Planning Steering Committee will be selected by a four person panel consisting of the 2 co-chairs, a member of the City Council, and the Mayor.
3. The Master Planning Steering Committee will not be a board assigned with decision making authority, nor will it be a public



body. Its role will be to help channel community resources towards the master planning effort and ensure the broadest possible community ownership of the master planning process.

4. The Master Planning Steering Committee will reflect the social makeup of the City of Flint in its membership (including by race, gender, age, geography, etc.) At least 75% of the Master Plan Steering Committee must be people who reside in the City of Flint. Each ward of the City shall have at least one resident of that ward who is a member of the Master Plan Steering Committee.

- vi. Communicate at least monthly with the Chief Planning Officer, Planning Administrator, and Steering Committee about the master planning process.
  - vii. Participate in and sponsor master planning workshops.
  - viii. Hold public hearings for community input in accordance with the procedure contained in the Act.
  - ix. Approve the final Plan in accordance with the Act and the Charter.
- c. Flint City Council ("Council"). The role of the Council in connection with the development of the Plan will include the following:
- i. Adopt a resolution allowing for the right of the Council to approve or reject the Plan, pursuant to section 43 of the Act.
  - ii. Participate in the procurement process by adopting procurement resolutions, including those for the hiring of professional consultants.
  - iii. Participate in master planning workshops.
  - iv. Receive monthly updates on the planning process and provide input regarding goals and objectives.
  - v. Review, approve or reject (but not amend) the final Plan in accordance with the Act, including the following provisions of section 43 of the Act:

*"(3) Approval of the proposed master plan by the planning commission under subsection (2) is the final step for adoption of the master plan, unless the legislative body by resolution has asserted the right to approve or reject the master plan. In that case, after approval of the proposed master plan by the planning commission, the legislative body shall approve or reject the proposed master plan..."*

*(4) If the legislative body rejects the proposed master plan, the legislative body shall submit to the planning commission a statement of its objections to the proposed master plan. The planning commission shall consider the legislative body's objections and revise the proposed master plan so as to address those objections. The procedures provided in subsections (1) to*

*(3) and this subsection shall be repeated until the legislative body approves the proposed master plan."*

4. Work Plan. Attached as Exhibit 1 is a "Work Plan" describing the sequence of tasks and events necessary to research, prepare, adopt and implement the Plan.
5. Master Plan Flow Chart. Attached as Exhibit 2 is a "Master Plan Development and Adoption Process" describing the sequence of legal steps necessary to adopt the Plan.
6. Miscellaneous.
  - a. Further Assurances. Each party to this Memorandum shall act in good faith to give effect to the intent of this Memorandum and agrees to execute and deliver such other documents and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Memorandum.
  - b. Counterparts. It is understood and agreed that this Memorandum may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.
  - c. Governing Law. This Memorandum is executed in and shall be governed by, and construed under, the internal laws of the State of Michigan, without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date listed above.

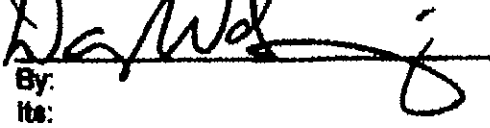
**WITNESS:**

  
Maxine Murray

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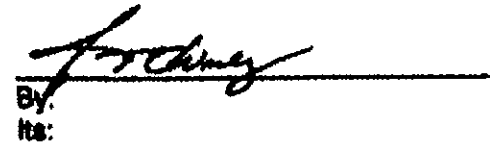
**ADMINISTRATION:**

Administration for the City of Flint, a Michigan municipal corporation

  
By:  
Its:

**PLANNING COMMISSION:**

City of Flint Planning Commission

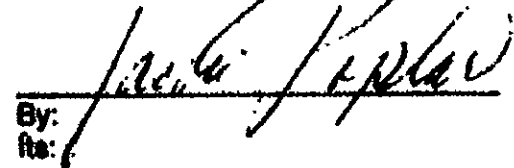
  
By:  
Its:

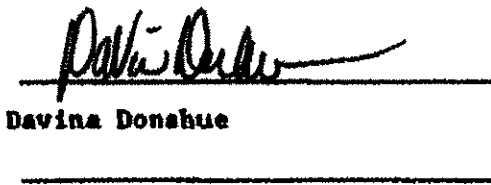
  
Sherree J. Pierce

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**CITY COUNCIL:**

City Council for the City of Flint

  
By:  
Its:

  
Davina Donahue

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**Master Planning Roles and Responsibilities  
Adapted from City of Flint Master Plan MOU, approved March 28, 2011**

Administration	Planning Commission	City Council	Steering Committee
<p><b>Mayor</b></p> <p>Appoints Chief Planning Officer (CPO)</p>	<p>Makes and approves plan as a guide for development within the City of Flint</p>	<p>Adopts a resolution allowing for the right of the Council to approve or reject the Plan</p>	<p>The Committee will be co-chaired by a member of the Planning Commission and a community leader</p>
<p><b>City Administrator</b></p> <p>Positions, leverages, and coordinates City resources</p>	<p>Provides policy direction and input regarding goals and objectives of planning process, concepts for funding proposals, desired qualities for Chief Planning Officer (CPO), and criteria for selecting master planning consultants</p>	<p>Participates in the procurement process by adapting procurement resolutions, including those for the hiring of professional consultants</p>	<p>The members of the Master Planning Steering Committee will be selected by a four-person panel consisting of the 2 co-chairs, a member of the City Council, and the Mayor</p>
<p><b>Department of Community and Economic Development (DCED)</b></p> <p>DCED Director communicates to and coordinates with CPO, Administration, and City Council regarding positioning/leveraging City resources</p>	<p>Ensures that guiding principles identified in the initial steps of the planning process are adhered to throughout the Master Planning initiative</p>	<p>Participates in master planning workshops</p>	<p>The Committee will be comprised of up to 21 members and shall include representatives of:</p> <ul style="list-style-type: none"> <li>-community residents</li> <li>-the business community</li> <li>-neighborhood organizations</li> <li>-faith-based organizations</li> <li>-master plan partners</li> <li>-other local stakeholders</li> <li>-at least one member of the Flint City Council</li> <li>-at least two members of the Flint Planning Commission.</li> </ul>
<p>Prepares RFPs/RFF(s) for consultant(s)</p> <p>In consultation with Planning Commission, selects and manages consultants</p>	<p>Steers and guides the master planning process, subject to the authority reserved and vested in the Administration and Council</p>	<p>Reviews, approves or rejects (but does not amend) the final Plan</p>	<p>Additional advisory groups may be formed, involving additional people and partners, to address specific elements of the Plan</p>
<p><b>Chief Planning Officer (CPO)</b></p> <p>Reports to DCED Director, City Administrator, and Mayor</p>	<p>Coordinates Steering Committee [Selects commissioner to co-chair the committee]</p>	<p>(Council is empowered to submit statement of objections to Commission; Commission shall review plan to address objections; process is repeated until Council approves proposed plan.)</p>	<p>The Steering Committee "will not be a board assigned with decision making power, nor will it be a public body. Its role will be to help channel community resources towards the master planning effort and ensure the broadest feasible community ownership of the master planning process."</p>
<p>Oversees functions related to development matters, so far as functions relate to the master planning process</p> <p>Acts as liaison to all City agencies regarding preparation of proposals for planning process</p> <p>Obtains information and conducts studies as required by Mayor and heads of agencies</p> <p>Upon request, receives reports concerning development matters. In conjunction with pertinent agency head(s), evaluates reports in light of policies, programs, and priorities of the Mayor and Plan</p> <p>In coordination with Planning Administrator, administers grants awarded to City in connection with master planning process</p>	<p>Communities at least monthly with the CPO, Planning Administrator, and Steering Committee about the master planning process.</p> <p>Sponsors and participates in master planning workshops</p> <p>Holds public hearings for community input on Plan</p> <p>Approves final Master Plan</p>		<p>The steering Committee "will reflect the social makeup of the City of Flint in its membership (including by race, gender, age, geography, etc.). At least 75% of the advisory group must be people who reside in the City of Flint. Each ward of the City shall have at least one resident of that ward who is a member of the Master Plan Steering Committee."</p>

MASTER PLAN FC SUSTAINABLE FLINT  
DRAFT WORK PLAN

Approx. Time (quarters)  
one - two

Phase 1  
Assemble team

Hire or designate a "Chief Planning Officer"  
Select Steering Committee  
Hire professional consultants  
Collect and identify current and critical data.  
Collect and review institutional and neighborhood planning documents.

Data collection and Analysis  
Review current plan documents  
Review innovative Planning  
Principles

Analyze data and review opportunities for integrated planning efforts.  
Create maps from the analyzed data and planning documents that depict the current picture of the existing conditions and identify trends to use in decision making.  
Review of innovative planning and development strategies.

Phase 2  
Develop Planning Framework and  
Guiding Principles  
Community and Stakeholder  
Engagement

Develop planning training curriculum and organize educational sessions on plan development and implementation for residents, city administrators, city officials, and stakeholders.  
Conduct Community Vision Sessions that develop consensus around a set of guiding Principles and city-wide Strategic Planning Framework for future planning.

three - six

Develop Planning Toolbox

Develop a "Planning Toolbox" that will define a methodology for identifying different types of planning areas within the City. It will also serve as a set of best planning practices, policies and priorities specific to each type of planning area for neighborhood and community groups to use to complete small area land use plans.

seven - ten

Phase 3  
Develop Master Plan  
Adoption of Master Plan

Develop sub area plans.  
Develop Draft Master Plan for a sustainable Flint.  
Complete statutory procedures, including all public hearings, required for adoption of Master Plan.

ten - twelve

Phase 4  
Implementation of Master Plan

Amend existing City Zoning Ordinances to reflect Master Plan principles, goals, and objectives.  
Write and adopt capital improvements plan.  
Develop GIS mapping and statistical data base system for access to comprehensive information on each parcel located in the City for planning and development purposes.  
Develop community educational materials regarding the Master Plan, related plans and tools.  
Corridor Plan(s)

total 12 calendar quarters

## MASTER PLAN DEVELOPMENT AND ADOPTION PROCESS

City of Flint decides to update the City Master Plan



The City of Flint's Planning Commission sends a "Notice of Intent to Plan" explaining that they intend to prepare a master plan and request the recipient's cooperation and comment:

- The Planning Commission of each contiguous municipality or the legislative body if there is no Planning Commission. (Flint Twp., Mt. Morris Twp., Genesee Twp., City of Burton, Mundy Twp.)
- The County Planning Commission of the county the municipality is located in (Genesee County Metropolitan Planning Commission). The notice to the County will include a statement that a notice to other required municipalities has been sent and a list of those it was sent to.
- Each public utility and railroad company and any government entity that registers its name with the municipality.
- The Genesee County Road Commission and MDOT if the plan will include a master street plan.

The notice may include a statement that further notice shall be via e-mail unless there is a request for a paper copy sent by first-class mail delivery.



Flint Planning Commission Prepares Draft Master Plan



Flint Planning Commission submits a draft master plan to the Flint City Council for review and comment. Flint City Council approves distribution of the draft master plan. Flint Planning Commission sends a copy of the draft Master Plan and an explanation of where to send any comments (which may include of notice of public hearing) to everyone required to be sent the initial notice at the beginning of the planning process. The notice must be sent at least 63 days prior to the Flint Planning Commission's public hearing for a new or updated master plan. The statements are advisory only.



At least 15 days prior to the public hearing the Flint Planning Commission publishes a notice of the public hearing in a local newspaper. A notice of the public hearing shall be sent to each entity that was sent the initial notice at the beginning of the planning process.



The Flint Planning Commission holds the public hearing. It may vote to adopt the master plan at that meeting or at a subsequent meeting. Approval requires a 2/3 vote of the members of the Planning Commission. Adoption is by resolution.



If the Flint City Council has not passed a resolution asserting its right to final approval, the action of the Planning Commission is final



If the Flint City Council has passed a resolution asserting its right to final approval, the Flint Planning Commission forwards a copy of the plan as approved by them to Flint City Council for approval.



The Flint City Council may vote to approve or reject the plan, but may not change it. If they approve the plan, it is adopted. If they reject the plan, it is sent back to the Flint Planning Commission with an explanation of their objections. The Flint Planning Commission shall revise the plan to address the objections and may then vote to approve the plan again and send it back to the Flint City Council.



The Flint Planning Commission sends a copy of the adopted Master Plan to everyone required to be sent the initial notice at the beginning of the planning process.

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time of appoint-

ment. The Ombudsman is not eligible to hold any City office for two (2) years after leaving the position

#### **3-514 REMEDIES CUMULATIVE**

The remedies of this Chapter are additional to those provided under any other law

#### **3-515 SALARY AND OTHER COMPENSATION**

The salary and other compensation of the Ombudsman is equal to that of the City Clerk

#### **3-516 STAFF**

The Ombudsman shall be granted a budget adequate to allow such staff as is reasonable and proper for the performance of the duties of said office. All staff members shall be appointed by and serve at the pleasure of the Ombudsman

#### **3-517 REFERENDUM**

The question of whether the office of Ombudsman shall be retained shall be submitted to the voters of the City of Flint at the general election of November, 1980. If the question fails, the office will terminate on the first day of the following January.

#### **4-101 MAYOR**

The Mayor is the chief executive officer of the City and shall have such powers and duties as are granted by state law or this Charter

#### **4-102 TERM OF OFFICE**

The Mayor shall serve for a period of four (4) years commencing at 12 o'clock noon on the Monday following the regular Mayoral general election

#### **4-103 OBLIGATION OF LEADERSHIP**

The Mayor shall take care that the laws be enforced and shall recommend to the City Council from time to time proposals for dealing with the problems of the City. At least once a year, the Mayor shall present a State of the City Address to the City Council and to the public-at-large.

#### **4-201 CITY ADMINISTRATOR**

- A. The Mayor, with the approval of the City Council, shall appoint a City Administrator who shall be the chief administrative officer of the City.
- B. The City Administrator shall serve at the pleasure of the Mayor.

#### **4-202 EXECUTIVE STAFF**

- A. The Mayor shall, in accordance with law, appoint the principal officials responsible for budget, personnel, planning, legal counsel, and administrative services; they shall serve at the pleasure of the Mayor.
- B. Other principal staff officials and their responsibilities may be created by the City by law
- C. There shall be no more than ten (10) principal staff officials serving at the pleasure of the Mayor

a position in the Classified Service, and if such person is an elected or appointed officer or employee of the City he or she shall forfeit the office or position.

#### **4-401 APPOINTMENT OF CITY TREASURER AND CITY ASSESSOR**

- A The Mayor shall appoint a City Treasurer and a City Assessor. They shall perform the duties required by law or assigned to them by the Mayor or any person designated by the Mayor.
- B They shall not serve at the pleasure of the Mayor, but shall be subject to removal in the manner provided by law or this Charter.

#### **4-501 DUTIES AND RESPONSIBILITIES OF THE CHIEF PLANNING OFFICER**

- A The chief planning officer shall obtain all information and conduct all studies required by the Mayor and the heads of agencies in the preparation of proposals relative to development matters.
- B The chief planning officer shall have continuing liaison with all agencies of the executive branch, and may assign any relevant study to any agency. Any agency, with the knowledge and consent of the chief planning officer, may undertake the study of any development matter within the scope of its duties.
- C The chief planning officer shall receive all reports concerning development matters and other information which it requests. The chief planning officer shall, with the head of any agency involved, evaluate all reports and information in light of the policies, programs and priorities of the Mayor and the master plan.

#### **4-502 DEVELOPMENT MATTERS**

The term "development matters" as used in this Charter includes:

- A The Master plan for social, economic and physical development and conservation;
- B The annual capital agenda and capital budget;
- C Any development or renewal project on or affecting public real property or public interests in real property, or requiring public assistance;
- D Proposed ordinances for the regulation of development or conservation;
- E Proposals for the demolition, disposition or relinquishment of, or encroachments upon, public real property or public interests in real property;
- F Any other items added by ordinance.

#### **4-503 PURPOSE OF THE PLAN**

"Plan" or "master plan" has the same meaning as "comprehensive plan." The plan shall be a set of guidelines to assist the Mayor and others in evaluating and implementing specific proposals for the total development of the City and its residents.

#### **4-504 COMPREHENSIVE PLAN**

The Mayor shall propose and the City Council, after review by the Planning Commission, shall approve, with the modifications the Council deems necessary, a comprehensive plan of policies for the social, economic and physical development and conservation of the City.



240522-T



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

PRESENTED: 11-25-2024

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

**RESOLUTION APPROVING APPOINTMENT OF MARSU HUSSEY TO THE BOARD OF THE FLINT HOUSING COMMISSION**

Mayor Sheldon A. Neeley appoints Marsu Hussey, Flint resident, to the Board of the Flint Housing Commission to complete a 4-year term as a Resident Commissioner and filling the 5<sup>th</sup> seat on the board which has been vacant.

**BE IT RESOLVED** that the Flint City Council approves the appointment of Marsu Hussey to serve a three-year term on the Board of the Flint Housing Commission, with such term commencing immediately and expiring on November 30, 2028.

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

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

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joseph Kuptz, Acting City Attorney

# Marsu Hussey Sr.

- 2261 Morningside Dr., Flint, MI 48505 (810) 522-3869 • husseysr.marsu@yahoo.com

**Construction Trades & Community Volunteer** I have been in the area for all of my life. I like to help in any way that I can. I also like to do what I can to help our community improve. I love to work with area youth to encourage them to be positive while they are growing up. I have volunteered throughout the entire City of Flint. I have a proven track record of using my excellent personal, communication and organization skills to lead in this community. I volunteered with the Resident Councils of the Flint Housing Commission, and I was a member of the Resident Advisory Board (RAB).

## Experience

2016 – PRESENT

**Construction Trades | First Construction | Flint, MI**

I paint and perform construction duties at various apartment complexes.

## Resident Council

2016 – 2019

**Resident Council** – I served as President & Sargent-At -Arms at Garland-Chase Apartments.

**Resident Council** – I served as Sargent-At-Arms at Howard Estates in 2019.

## Education

**High School** – Flint Northwestern High School

**Mott College** – Flint, MI, **Baker College** – Accounting Major

## Activities

Bowling • Life Coach • Football Coach – Youth

Volunteer – Boys & Girls Club of Greater Flint

**Certificate** – Janitorial & Maintenance Services

240523-T



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

PRESENTED: 11-25-2024

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

**RESOLUTION APPROVING APPOINTMENT OF TREDALE KENNEDY TO THE BOARD OF THE FLINT HOUSING COMMISSION**

Mayor Sheldon A. Neeley appoints Tredale Kennedy, Flint resident, to the Board of the Flint Housing Commission to complete the 4-year term of Leon El-Alamin (who resigned due to being elected to serve on the Flint City Council) until 8/31/2026.

**BE IT RESOLVED** that the Flint City Council approves the appointment of Tredale Kennedy to serve a three-year term on the Board of the Flint Housing Commission, with such term commencing immediately and expiring on August 31, 2026.

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

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

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joseph Kuptz, Acting City Attorney

**Tredale Kennedy**  
**3218 Emerson St.**  
**Flint, Michigan 48504**  
**810-210-7565**  
**Tredalekennedy@yahoo.com**

Tredale Kennedy, a proud disabled veteran and lifelong resident of Flint, Michigan, has dedicated his life to serving others. As the CEO and Founder of Alternative Veterans Solutions (AVS), a 501(c)(3) nonprofit organization established in 2010, Tredale has created a transformative one-stop-shop to support veterans and their families. Under his leadership, AVS provides resources and advocacy in areas such as VA claims, housing assistance, and opioid crisis awareness, ensuring veterans and their families receive the care and support needed to transition into civilian life.

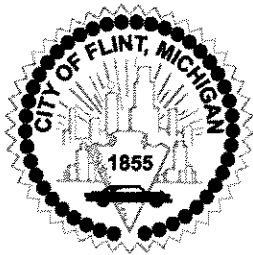
Tredale's military career spans 13 years, including deployments in Korea, Germany, Norway, and the Gulf War. As an E5 with the 82nd Airborne, he contributed to significant missions, such as the liberation of Iraq and supporting Kurdish refugees. His service earned him prestigious honors, including the Iraq Liberation Medal, Good Conduct Medal, and jump wings. Following his service, he pursued higher education through the University of Maryland in Germany and received pre-licensing insurance and is awaiting his VA OGC Accreditation.

Beyond his role at AVS, Tredale is a passionate advocate for addressing the opioid crisis among veterans. He co-developed the "1V3" Veteran Opioid Prevention Program in response to Michigan's opioid settlement, leveraging partnerships and innovative approaches to combat addiction. He has also been instrumental in housing referrals and claims assistance, achieving a 96% success rate in VA claim approvals.

A proficient leader and community advocate, Tredale's efforts have been recognized by local policymakers and organizations including American Legion, DAV, Play To Win, Davenport University, Department of Veterans Affairs, and the Veteran's Administration.

Despite facing challenges such as downsizing, he has strengthened AVS's outreach, demonstrating persistence and devoted dedication. His commitment to enhancing veterans' lives and his continuous efforts has left a lasting impact in Genesee County.

Tredale looks forward to bringing his leadership, expertise, and passion to the Flint Housing Commission, where he will further serve his community and advocate for veterans' needs.



250007-7

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

PRESENTED: 1-13-2025

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

**RESOLUTION APPROVING THE APPOINTMENT OF DR. KHALID M. AHMED TO THE HURLEY BOARD OF HOSPITAL MANAGERS.**

Section 6-201(A) of the Flint City Charter provides that members of the Board of Hospital Managers shall “consist of fifteen (15) members appointed by the mayor with the approval of the City Council.”

Pursuant to that authority, Mayor Sheldon A. Neeley appoints Dr. Khalid M. Ahmed, of Flint, MI 48503, to the Board of Hospital Managers, to replace Jason Caya whose term expired April 30, 2024

**BE IT RESOLVED** that the Flint City Council approves the appointment of Dr. Khalid M. Ahmed (Flint MI 48503) to serve a five-year term on the Hurley Board of Hospital Managers, with such term commencing immediately and expiring on April 30, 2029.

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
**Clyde Edwards, City Administrator**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Joanne Gurley, City Attorney**

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# KHALID M. AHMED, M.D

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2700 Robert T-longway Blvd. Suite B, Flint, MI 48503 ♦ P. 810-235-2004 ♦ F.810-235-2841 ♦ [kahmed2700@gmail.com](mailto:kahmed2700@gmail.com)

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## EDUCATION

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- 2006** American Board of Internal Medicine
- 1992** Royal College of Physicians of Ireland
- 1981** M.B.B.S., Faculty of Medicine University of Khartoum, Khartoum, Sudan

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## CURRENT POSITIONS

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- 2021 - Present** Chief of Staff, Hurley Medical Center, Flint, MI
- 2021 - 2022** President, Genesee County Medical Society
- 2018 - Present** Board member, Genesee County Medical Society
- 2018 - Present** Board member, Islamic Medical Association of Mid-Michigan
- 2012 - 2016** Board member, Genesee Academy School
- 2014 - Present** Clinical Director, Internal Medicine, Hurley Medical Center. Flint, MI
- 2013 - 2021** Chairman, Department of Medicine, Hurley Medical Center, Flint, MI.
- 2010 - 2019** Vice Chief of Staff, Interim Chief of staff, Hurley Medical Center, Flint, MI
- 1996 - Present** Attending & Consultant Physician, Department of Internal Medicine. Hurley Medical Center and Michigan Health Specialists, Flint, MI
- 1996 - Present** Associate Professor of Internal Medicine, Michigan State University, College of Human Medicine, Flint, MI.
- 1996 - Present** Internal Medicine Physician, Flint, MI

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## AWARDS

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- Pinnacle Award, Hurley Medical Center, **2013**
- Physician of the Year, Arab American Heritage Council, **2019**

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## ORGANIZATION

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Active Member of the African American Physicians Association.

Active Member of the Genesee County Medical Society.

Active Member of the Michigan State Medical Society.

Active Member of the American Medical Association.

Active Member of the American College of Physicians

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## AFFILIATION WITH RESEARCH CENTER

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**2015-Present** Principal investigator, Flint Clinical Research PLLC, Flint, MI

**2015-Present** Sub-investigator, Elite Research Center, Flint, MI

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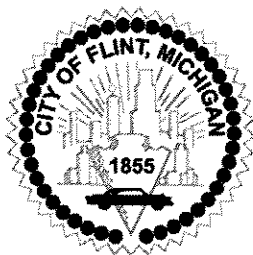
## CLINICAL RESEARCH EXPERIENCE AND PUBLICATIONS

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- A Phase 2b, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Study to Assess the Efficacy and Safety of Oral Etrasimod as Induction Therapy in Subjects with Moderately to Severely Active Crohn's Disease(CULTIVATE ). **2020**
- A Phase 2, Multi-Center, Randomized, Double-Blind, Placebo-Controlled Parallel-Group Study to Evaluate the Safety, Tolerability, and Efficacy of Olorinab in Subjects with Irritable Bowel Syndrome Experiencing Abdominal Pain (CAPTIVATE). **2019**
- A Phase 3, Randomized, Double-Blind, Placebo-Controlled, 52-Week Study to Assess the Efficacy and Safety of Etrasimod in Subjects with Moderately to Severely Active Ulcerative Colitis (ELEVATE). **2019**
- A randomized, double blind controlled factorial clinical trial of edetate disodium-based chelation and high dose oral vitamins and minerals to prevent recurrent cardiac events in diabetic patients with a prior myocardial infarction. **2018**
- A randomized, Parallel –group , Placebo-Controlled, clinical endpoint bioequivalence study of generic Fluticasone Propionate 100 ug and Salmeterol Xinafoate 50 ug inhalation powder compared with Advair DiskusR 100/50 in subjects with Asthma. **2018**
- A randomized, double blind controlled factorial clinical trial of Edetate disodium-based chelation and high-dose oral vitamins and minerals to prevent recurrent cardiac events in diabetic patients with a prior myocardial infarction. **2018**
- A Phase IV, 12-week, randomized, double-blind, triple dummy study to compare single inhaler triple therapy, Fluticasone Furoate/ Umeclidinium/ Vilanterol (FF/UMEC/VI) with multiple inhaler therapy (Budesonide/Formoterol plus Tiotropium) based on lung function and symptoms in participants with chronic obstructive pulmonary disease. **2018**

- A Phase 3, multi-center, multi-national, placebo controlled, randomized, double-blind 26-week study to assess the safety and efficacy of CaPre® in patients with severe hypertriglyceridemia. **2018**
- Inflammatory Bowel Disease registry. Corrona. **2017**
- A double-blind, placebo-controlled, randomized dose ranging trial to determine the safety and efficacy of three dose levels of EMA401 in reducing 24-hour average pain intensity score in patients with post-herpetic neuralgia (EMPHENE). **2017**
- A randomized, double-blind, placebo-controlled, event-driven trial of weekly low-dose methotrexate (LDM) in the prevention of cardiovascular events among stable coronary artery disease patients with type 2 diabetes or metabolic syndrome. **2017**
- A Phase 2, Randomized, Double-Blind, Placebo-Controlled, Multicenter Study to Assess the Efficacy, Safety, and Tolerability of VK2809 Administered for 12 Weeks Followed by a 4-Week Off-Drug Phase in Patients with Primary Hypercholesterolemia and Non-Alcoholic Fatty Liver Disease, VK2809-201. **2017**
- A double-blind, randomized, placebo-controlled, parallel-group, phase IV study to evaluate to effect of Acridinium Bromide on long-term cardiovascular safety and COPD exacerbations in patients with moderate to very severe COPD (ASCENT COPD). **2016**
- A Multi-Center, Randomized, Double-Blind, Active-Controlled, Parallel Group, Phase III Trial to Evaluate the Safety and Efficacy of Saxagliptin 5 mg Co – administered with Dapagliflozin 5 mg compared to Saxagliptin 5 mg or Dapagliflozin 5 mg all given as add –on therapy to metformin in Patients with Type 2 Diabetes who have inadequate Glycemic Control on Metformin Alone. **2016**
- A phase 2 Randomized, Double Blind, Placebo-Controlled Study to Assess the Efficacy and Safety of Gemcabene in Patients with Severe Hypertriglyceridemia (INDIGO-1). **2016**
- A phase 3, randomized, double-blind, placebo controlled study of the efficacy and safety of Roxadustat (FG-4592) for the treatment of anemia in chronic kidney disease patients not on dialysis. **2015**
- An open label, long-term study to assess the immunogenicity of Linaclotide administered orally to adult patients with irritable bowel syndrome with constipation or chronic idiopathic constipation. **2015**
- Ahmed K., Managing Malnutrition in Inflammatory Bowel Disease, Hospital Physicians. Vol 30 12:13-17 1994
- Ahmed K., Saeed E. Nephrotic Syndrome and Pulmonary Artery Thrombosis, case report, American Journal of Nephrology. 1995; 15:181-185
- Ahmed K., Jackson L. Heparin Use In Right Arterial Thrombosis, Oral Presentation ACP Michigan Chapter Annual Meeting, Traverse City 1995
- Ahmed K. , Chan S. Mixed Lineage Hematologic Malignancy (Myeloblastic and T Lymphoblastic), Abstract, Blood Vol 86 No. 10 Supp. Nov. 1995
- Ahmed K. , Issawi I. Use of Flecainide for Refractory Arterial Tachycardia of Pregnancy, A case report, Manuscript Accepted for Publication, American Journal of Critical Care.
- Ahmed K., Filos O., Rapid Infusion of Magnesium Sulfate In Severe Acute Asthma, Case Series, Oral Presentation, ACP Michigan Chapter Conference, Sept. 1995
- Ahmed K., Seedahmed E . Holt-Oram Syndrome. Cases Presentations Community Wide Research Forum, April 2005. Flint, Michigan.





250008-T

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

PRESENTED: 1-13-2025

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

**RESOLUTION APPROVING THE APPOINTMENT OF JALIL CARTER TO  
THE HURLEY BOARD OF HOSPITAL MANAGERS.**

Section 6-201(A) of the Flint City Charter provides that members of the Board of Hospital Managers shall “consist of fifteen (15) members appointed by the mayor with the approval of the City Council.”

Pursuant to that authority, Mayor Sheldon A. Neeley appoints Jalil Carter, of Flint, MI 48507, to the Board of Hospital Managers, to fill open vacancy for Robert Jones.

**BE IT RESOLVED** that the Flint City Council approves the appointment of Jalil Carter (Flint MI 48507) to serve a five-year term on the Hurley Board of Hospital Managers, with such term commencing immediately and expiring on April 30, 2028.

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
**Clyde Edwards, City Administrator**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Joanne Gurley, City Attorney**

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

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing, by adding Article IV. Fair Chance Access to Rental Housing, Sections 24-114 to 24-127, which shall read in its entirety as follows:

**§24-114 PURPOSE.**

**THE PURPOSE OF THIS ARTICLE IS TO ENHANCE THE HEALTH, SAFETY AND GENERAL WELFARE OF THE PUBLIC BY ENSURING CITIZENS WITH ARREST AND CONVICTION RECORDS HAVE A FAIR OPPORTUNITY TO SECURE HOUSING BY REGULATING THE USE OF CRIMINAL BACKGROUND CHECKS AS PART OF THE TENANT SCREENING PROCESS, THEREBY FACILITATING RE-INTEGRATION INTO SOCIETY, REDUCING RECIDIVISM AND ITS ASSOCIATED CRIMINAL JUSTICE AND SOCIETAL COSTS. BARRIERS TO OPPORTUNITIES FOR PEOPLE WITH ARREST OR CONVICTION RECORDS INCREASE RECIDIVISM AND JEOPARDIZE THE SAFETY OF THE PUBLIC, DISRUPT THE FINANCIAL AND OVERALL STABILITY OF AFFECTED FAMILIES AND COMMUNITIES, AND IMPEDE THE CITY FROM ACHIEVING ITS MAXIMUM POTENTIAL OF ECONOMIC GROWTH.**

**§24-115 SCOPE.**

- (A) THIS ARTICLE DOES NOT INTEND, AND SHALL NOT BE CONSTRUED, TO REQUIRE A HOUSING PROVIDER TO GIVE PREFERENCE TO ANYONE OR TO RENT TO AN UNQUALIFIED TENANT WITH AN ARREST OR CONVICTION RECORD. MOREOVER, THIS ARTICLE SHALL NOT BE CONSTRUED TO LIMIT A HOUSING PROVIDER'S ABILITY TO CHOOSE THE MOST QUALIFIED AND APPROPRIATE CANDIDATE FROM APPLICANTS FOR HOUSING.**
  
- (B) THIS ARTICLE DOES NOT INTEND, AND SHALL NOT BE CONSTRUED, TO CREATE OR IMPOSE A DUTY, OR TO CREATE A PRIVATE CAUSE OF ACTION AGAINST THE CITY, ITS ELECTED OFFICIALS, APPOINTEES, OFFICERS, AGENTS, OR EMPLOYEES.**

**§24-116 DEFINITIONS.**

**FOR THE PURPOSES OF THIS ARTICLE, THE FOLLOWING WORDS AND PHRASES SHALL HAVE THE MEANING RESPECTIVELY ASCRIBED TO THEM BY THIS SECTION:**

***ADMINISTERING AGENCY*** MEANS THE OFFICE OF THE OMBUDSPERSON.

***ADVERSE ACTION*** MEANS TO EVICT AN INDIVIDUAL, FAIL OR REFUSE TO RENT OR LEASE REAL PROPERTY TO AN INDIVIDUAL, FAIL OR REFUSE TO CONTINUE TO RENT OR LEASE REAL PROPERTY TO AN INDIVIDUAL, FAIL OR REFUSE TO ADD A HOUSEHOLD MEMBER TO AN EXISTING LEASE, OR TO REDUCE ANY TENANT SUBSIDY. THE ADVERSE ACTION MUST RELATE TO REAL PROPERTY LOCATED IN THE CITY OF FLINT.

***APPLICANT*** MEANS AN INDIVIDUAL APPLYING TO RENT OR LEASE ELIGIBLE HOUSING. IT ALSO INCLUDES AN INDIVIDUAL APPLYING TO BE ADDED TO AN EXISTING LEASE FOR ELIGIBLE HOUSING.

***ARREST*** MEANS A RECORD FROM ANY JURISDICTION THAT DOES NOT RESULT IN A CONVICTION AND INCLUDES INFORMATION INDICATING THAT A PERSON HAS BEEN QUESTIONED, APPREHENDED, TAKEN INTO CUSTODY OR DETAINED, OR HELD FOR INVESTIGATION BY A LAW ENFORCEMENT, POLICE OR A PROSECUTORIAL AGENCY, OR CHARGED WITH, INDICTED, OR TRIED AND ACQUITTED FOR ANY FELONY, MISDEMEANOR, OR OTHER CRIMINAL OFFENSE. ARREST IS A TERM THAT IS SEPARATE AND DISTINCT FROM, AND THAT DOES NOT INCLUDE, UNRESOLVED ARREST AS DEFINED IN THIS SECTION.

***BACKGROUND CHECK REPORT*** MEANS ANY CRIMINAL HISTORY REPORT ACCESSIBLE THROUGH THE MICHIGAN STATE POLICE INTERNET CRIMINAL HISTORY ACCESS TOOL (I-CHAT), COURTS, OR BY ANY CONSUMER REPORTING, OR TENANT SCREENING, AGENCY OR BUSINESS.

***CONVICTION*** MEANS A RECORD FROM ANY JURISDICTION, WHICH INCLUDES INFORMATION INDICATING THAT A PERSON HAS BEEN CONVICTED OF A FELONY OR MISDEMEANOR, PROVIDED, THAT THE CONVICTION IS ONE FOR WHICH THE PERSON HAS BEEN PLACED ON PROBATION, FINED, IMPRISONED OR PAROLED. THOSE MATTERS IDENTIFIED IN SECTION 24-118, WHICH A HOUSING PROVIDER MAY NOT MAKE AN INQUIRY AND WHICH THEY MAY NOT BASE AN ADVERSE ACTION, ARE NOT CONSIDERED CONVICTIONS FOR PURPOSES OF THIS ARTICLE.

***CONVICTION HISTORY*** MEANS INFORMATION REGARDING ONE OR MORE CONVICTIONS OR UNRESOLVED ARRESTS, TRANSMITTED ORALLY OR IN WRITING OR BY ANY OTHER MEANS, AND OBTAINED FROM ANY SOURCE, INCLUDING, BUT NOT LIMITED TO, THE INDIVIDUAL TO WHOM THE INFORMATION PERTAINS OR A BACKGROUND CHECK REPORT.

***DIRECTLY RELATED CONVICTION*** MEANS THAT THE CONDUCT FOR WHICH THE PERSON WAS CONVICTED OR THAT IS THE SUBJECT OF AN UNRESOLVED ARREST THAT HAS A DIRECT AND SPECIFIC NEGATIVE BEARING ON THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY PERSONS AND INCLUDES ONE OR MORE OF THE OFFENSES LISTED IN SECTION 24-119(B) OF THIS CODE. IN DETERMINING WHETHER THE

CONVICTION OR UNRESOLVED ARREST IS DIRECTLY RELATED TO THE HOUSING, THE HOUSING PROVIDER SHALL CONSIDER WHETHER THE HOUSING OFFERS THE OPPORTUNITY FOR THE SAME OR SIMILAR OFFENSE TO OCCUR, WHETHER CIRCUMSTANCES LEADING TO THE CONDUCT FOR WHICH THE PERSON WAS CONVICTED WILL RECUR IN THE HOUSING, AND WHETHER SUPPORTIVE SERVICES THAT MIGHT REDUCE THE LIKELIHOOD OF A RECURRENCE OF SUCH CONDUCT ARE AVAILABLE ON-SITE. THOSE MATTERS IDENTIFIED IN SECTION 24-118(A)(2) OF THIS CODE, WHICH A HOUSING PROVIDER MAY NOT MAKE AN INQUIRY AND WHICH THEY MAY NOT BASE AN ADVERSE ACTION, MAY NOT QUALIFY AS A DIRECTLY RELATED CONVICTIONS.

*DWELLING OR DWELLING UNIT* MEANS A SINGLE UNIT PROVIDING COMPLETE, INDEPENDENT LIVING FACILITIES OCCUPIED, OR INTENDED TO BE OCCUPIED, IN WHOLE OR IN PART BY ONE OR MORE PERSONS, INCLUDING PERMANENT SPACE AND PROVISIONS FOR LIVING, COOKING, EATING, SANITATION, AND SLEEPING.

*ELIGIBLE HOUSING* MEANS ANY RENTAL PROPERTY IN THE CITY OF FLINT AVAILABLE FOR RENT OR LEASE WHERE A SINGLE STRUCTURE CONTAINS MORE THAN FOUR DWELLING UNITS OR MORE THAN FOUR RENTAL PROPERTIES ARE OWNED BY THE SAME PERSON.

*ENFORCING AGENCY* MEANS THE POLICE DEPARTMENT.

*EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS* MEANS, BUT SHALL NOT BE LIMITED TO, A PERSON'S SATISFACTORY COMPLIANCE WITH ALL TERMS AND CONDITIONS OF PAROLE OR PROBATION, EXCEPT INABILITY TO PAY FINES, FEES, AND RESTITUTION DUE TO INDIGENCE SHALL NOT BE CONSIDERED NONCOMPLIANCE WITH TERMS AND CONDITIONS OF PAROLE OR PROBATION OR BOTH; EMPLOYER RECOMMENDATIONS, ESPECIALLY CONCERNING A PERSON'S POST-CONVICTION EMPLOYMENT; EDUCATIONAL ATTAINMENT OR VOCATIONAL OR PROFESSIONAL TRAINING SINCE THE CONVICTION, INCLUDING TRAINING RECEIVED WHILE INCARCERATED; COMPLETION OR ACTIVE PARTICIPATION IN REHABILITATIVE TREATMENT, FOR EXAMPLE, ALCOHOL OR DRUG TREATMENT; LETTERS OF RECOMMENDATION FROM COMMUNITY ORGANIZATIONS, COUNSELORS OR CASE MANAGERS, TEACHERS, COMMUNITY LEADERS OR PROBATION OR PAROLE OFFICERS WHO HAVE OBSERVED THE APPLICANT SINCE HIS OR HER CONVICTION(S); AND THE AGE OF THE PERSON AT THE TIME OF THE CONVICTION. SUCCESSFUL COMPLETION OF PAROLE, PROBATION, MANDATORY SUPERVISION, OR POST-RELEASE COMMUNITY SUPERVISION SHALL CREATE A PRESUMPTION OF REHABILITATION. EXAMPLES OF MITIGATING FACTORS THAT ARE OFFERED VOLUNTARILY BY THE PERSON MAY INCLUDE, BUT ARE NOT LIMITED TO, EXPLANATION OF THE PRECEDENT COERCIVE CONDITIONS, INTIMATE PHYSICAL OR EMOTIONAL ABUSE, OR UNTREATED SUBSTANCE ABUSE OR MENTAL ILLNESS THAT CONTRIBUTED TO THE CONVICTION.

***HOUSING PROVIDER*** MEANS ANY ENTITY THAT OWNS, MASTER LEASES, MANAGES, OR RENTS ELIGIBLE HOUSING IN THE CITY OF FLINT. ANY AGENT, SUCH AS A PROPERTY MANAGEMENT COMPANY, WHICH MAKES TENANCY DECISIONS ON BEHALF OF THE AFOREMENTIONED ENTITIES, SHALL ALSO BE CONSIDERED A HOUSING PROVIDER.

***INQUIRE*** MEANS ANY DIRECT OR INDIRECT CONDUCT INTENDED TO GATHER INFORMATION FROM OR ABOUT AN APPLICANT, OR A POTENTIAL APPLICANT OR CANDIDATE, USING ANY MODE OF COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, APPLICATION FORMS, INTERVIEWS, AND BACKGROUND CHECK REPORTS.

***PERSON*** MEANS ANY INDIVIDUAL, PARTNERSHIP, FIRM, COMPANY, CORPORATION, ASSOCIATION, SOLE PROPRIETORSHIP, LIMITED-LIABILITY COMPANY, JOINT VENTURE, ESTATE, TRUST, OR ANY OTHER LEGAL ENTITY.

***RENTAL PROPERTY*** MEANS A NON-OWNER-OCCUPIED DWELLING UNIT OR UNITS THAT:

- (1) IS OR ARE LET, OR OCCUPIED, BY PERSONS, INCLUDING A FAMILY MEMBER OF THE OWNER, PURSUANT TO AN ORAL OR WRITTEN RENTAL CONTRACT, OR LEASE, OR OTHER ORAL OR WRITTEN AGREEMENT OR UNDERSTANDING FOR OCCUPATION, WITH OR WITHOUT, MONETARY COMPENSATION; OR
- (2) WILL BE OFFERED FOR OCCUPANCY UNDER AN ORAL OR WRITTEN RENTAL CONTRACT OR LEASE, OR OTHER ORAL OR WRITTEN AGREEMENT OR UNDERSTANDING FOR OCCUPATION, WITH OR WITHOUT, MONETARY COMPENSATION TO ANY PERSON; OR
- (3) IS OR ARE CONTAINED WITHIN A BUILDING WITH TWO OR MORE DWELLING UNITS THAT ARE NOT OCCUPIED BY THE OWNER; OR
- (4) HAS OR HAVE BEEN ADVERTISED TO THE PUBLIC OR PREVIOUSLY REGISTERED WITH THE CITY AS RENTAL PROPERTY.

***UNRESOLVED ARREST*** MEANS AN ARREST THAT IS UNDERGOING AN ACTIVE PENDING CRIMINAL INVESTIGATION OR TRIAL THAT HAS NOT YET BEEN RESOLVED. AN ARREST HAS BEEN RESOLVED IF THE ARRESTEE WAS RELEASED AND NO ACCUSATORY PLEADING WAS FILED CHARGING HIM OR HER WITH AN OFFENSE, OR IF THE CHARGES HAVE BEEN DISMISSED OR DISCHARGED BY THE PROSECUTING ATTORNEY OR THE COURT.

**§24-117 APPLICABILITY; ELIGIBLE HOUSING.**

**THIS ARTICLE SHALL APPLY TO ALL HOUSING PROVIDERS WITH ELIGIBLE HOUSING AS DEFINED IN THIS ARTICLE AVAILABLE FOR RENT OR LEASE LOCATED IN THE CITY OF FLINT.**

**§24-118 PROHIBITION ON HOUSING PROVIDER INQUIRING INTO CRIMINAL CONVICTIONS OF APPLICANTS AND THEIR HOUSEHOLD MEMBERS UNTIL BEING INTERVIEWED OR QUALIFIED; BASIS FOR ADVERSE ACTION.**

**(A) EXCEPT AS PROVIDED IN SECTION 24-119 OF THIS CODE, HOUSING PROVIDERS SHALL NOT:**

**(1) INQUIRE ABOUT OR REQUIRE APPLICANTS TO DISCLOSE CONVICTION HISTORY AS PART OF TENANT SCREENING PROCESS UNTIL THE HOUSING PROVIDER:**

**A. HAS DETERMINED THE APPLICANT IS QUALIFIED TO RENT THE HOUSING UNIT UNDER ALL OF THE HOUSING PROVIDER'S CRITERIA NOT RELATED TO POTENTIAL PAST CRIMINAL CONVICTIONS OR AN UNRESOLVED ARREST; AND**

**B. HAS PROVIDED TO THE APPLICANT A CONDITIONAL LEASE AGREEMENT THAT COMMITS THE UNIT TO THE APPLICANT AS LONG AS THE APPLICANT PASSES THE CONVICTION HISTORY REVIEW.**

**(2) BASE AN ADVERSE ACTION IN WHOLE OR IN PART:**

**A. ON AN UNRESOLVED ARREST OR AN ARREST NOT LEADING TO A CONVICTION;**

**B. ON PARTICIPATION IN OR COMPLETION OF A DIVERSION OR A DEFERRAL OF JUDGMENT PROGRAM;**

**C. ON A CONVICTION THAT HAS BEEN JUDICIALLY DISMISSED, EXPUNGED, VOIDED, INVALIDATED OR OTHERWISE RENDERED INOPERATIVE BY A COURT OF LAW OR BY EXECUTIVE PARDON.**

**D. ON A CONVICTION OR ANY OTHER DETERMINATION OR ADJUDICATION IN THE JUVENILE JUSTICE SYSTEM, OR INFORMATION REGARDING A MATTER CONSIDERED IN OR PROCESSED THROUGH THE JUVENILE JUSTICE SYSTEM;**

**E. ON A MISDEMEANOR CONVICTION THAT IS MORE THAN FIVE YEARS OLD, CALCULATED FROM THE DATE OF SENTENCING; OR**

F. ON INFORMATION PERTAINING TO AN OFFENSE OR VIOLATION OTHER THAN A FELONY OR MISDEMEANOR, SUCH AS A CIVIL INFRACTION.

(3) A HOUSING PROVIDER SHALL NOT INCLUDE QUESTIONS REGARDING OR REQUIRE APPLICANTS TO DISCLOSE ON ANY HOUSING APPLICATION THE FACTS OR DETAILS OF ANY CONVICTION HISTORY OR ANY MATTER IDENTIFIED IN SUBSECTION (2) OF THIS SECTION.

(B) IT IS THE RESPONSIBILITY OF A HOUSING PROVIDER TO ENSURE THAT ITS EMPLOYEES AND AGENTS COMPLY WITH THIS ARTICLE.

**§24-119 EXCEPTIONS TO PROHIBITION.**

(A) THIS ARTICLE DOES NOT LIMIT THE RIGHT OF A HOUSING PROVIDER TO TAKE ANY OF THE FOLLOWING ACTIONS:

(1) CONDUCT CONVICTION HISTORY OR OBTAIN BACKGROUND CHECK REPORTS ON APPLICANTS WHERE THERE IS A STATUTORY DUTY TO DO SO; OR

(2) NOTIFY APPLICANTS THAT APPLICABLE LAWS, INCLUDING THOSE SET FORTH IN SUBSECTION (B) OF THIS SECTION WILL DISQUALIFY AN INDIVIDUAL WITH A PARTICULAR CONVICTION HISTORY FROM ELIGIBILITY FOR TENANCY.

(B) REGARDING APPLICANTS AND THEIR HOUSEHOLD MEMBERS, A HOUSING PROVIDER MAY BASE AN ADVERSE ACTION IN WHOLE OR IN PART ON DIRECTLY RELATED CONVICTIONS THAT INCLUDES ONE OR MORE OF THE FOLLOWING:

(1) ANY CONVICTION WHERE STATE OR FEDERAL LAW PROHIBITS THE APPLICANT FROM BEING ELIGIBLE FOR PUBLIC HOUSING; OR

(2) ANY CONVICTION UNDER MCL 750.520B (CRIMINAL SEXUAL CONDUCT IN THE FIRST DEGREE), 750.520C (CRIMINAL SEXUAL CONDUCT IN THE SECOND DEGREE), 750.520D (CRIMINAL SEXUAL CONDUCT IN THE THIRD DEGREE), 750.520E (CRIMINAL SEXUAL CONDUCT IN THE FOURTH DEGREE), OR THAT OTHERWISE LEADS TO THE APPLICANT BECOMING A LIFETIME REGISTERED SEX OFFENDER; OR

(3) ANY CONVICTION FOR VIOLENT OR DRUG-RELATED FELONIES; OR

(4) CONVICTION FOR FELONIES COMMITTED WITHIN THE LAST TEN YEARS OR IMPRISONMENT FOR FELONIES WITHIN THE LAST FIVE YEARS; OR

(5) ANY CONVICTION FOR CRIMES AGAINST LANDLORDS, MANAGEMENT AGENTS, THEIR EMPLOYEES OR AGENTS, OR OTHER TENANTS OR REAL PROPERTY; OR

(6) ANY CONVICTION OR PLEA TO ANY CRIME INVOLVING ARSON; OR

(7) ANY CONVICTION OR PLEA TO ANY CRIME INVOLVING METAL THEFT, VANDALIZING, OR OTHERWISE DAMAGING REAL PROPERTY.

**§24-120 PROCEDURES FOR USE OF EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS IN HOUSING DECISIONS; REQUIREMENT FOR INDIVIDUALIZED ASSESSMENT.**

(A) CONSISTENT WITH THE PROCEDURES IN THIS SECTION AND SUBJECT TO STATE AND FEDERAL LAW, A HOUSING PROVIDER SHALL OFFER THE APPLICANT A REASONABLE OPPORTUNITY TO PRESENT EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS RELATED TO CONVICTIONS WITHIN THE PREVIOUS FIVE YEARS.

(B) IN REVIEWING AN APPLICANT'S CRIMINAL HISTORY AND MAKING A DECISION RELATED TO ELIGIBLE HOUSING BASED ON SUCH HISTORY, A HOUSING PROVIDER SHALL CONDUCT AN INDIVIDUALIZED ASSESSMENT, CONSIDERING ONLY:

(1) CONVICTIONS THAT WARRANT DENIAL BASED ON LOCAL, STATE, OR FEDERAL LAW; AND

(2) TIME THAT HAS ELAPSED SINCE THE CONVICTION; AND

(3) WHETHER IT IS A DIRECTLY RELATED CONVICTION, AS DEFINED IN SECTION 24-116 OF THIS CODE, THAT HAS DIRECT AND SPECIFIC NEGATIVE BEARING ON THE SAFETY OF PERSONS OR REAL PROPERTY; AND

(4) ANY EVIDENCE OF INACCURACY OR EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS PRESENTED BY THE APPLICANT.

(C) IF A HOUSING PROVIDER INTENDS TO BASE AN ADVERSE ACTION RELATED TO ELIGIBLE HOUSING ON AN ITEM OR ITEMS IN THE APPLICANT'S CONVICTION HISTORY, PRIOR TO TAKING ANY ADVERSE ACTION THE HOUSING PROVIDER SHALL PROVIDE THE APPLICANT WITH A COPY OF THE BACKGROUND CHECK REPORT AND SHALL NOTIFY THE APPLICANT OF THE PROSPECTIVE ADVERSE ACTION AND THE ITEMS FORMING THE BASIS FOR THE PROSPECTIVE ADVERSE ACTION.



**(D) IF, WITHIN 14 CALENDAR DAYS OF THE DATE THAT THE NOTICE DESCRIBED IN SUBSECTION (C) OF THIS SECTION IS PROVIDED BY THE HOUSING PROVIDER TO THE APPLICANT, THE APPLICANT GIVES THE HOUSING PROVIDER NOTICE IN WRITING OF EVIDENCE OF THE INACCURACY OF THE ITEM OR ITEMS OF CONVICTION HISTORY OR EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS SET FORTH IN THIS SECTION, THE HOUSING PROVIDER SHALL DELAY ANY ADVERSE ACTION FOR A REASONABLE PERIOD OF NOT LESS THAN FIVE CALENDAR DAYS AFTER RECEIPT OF THE INFORMATION. DURING THAT TIME THE HOUSING PROVIDER SHALL RECONSIDER THE PROSPECTIVE ADVERSE ACTION IN LIGHT OF THE INFORMATION PROVIDED BY THE APPLICANT OR POTENTIAL APPLICANT.**

**(E) THE HOUSING PROVIDER SHALL PROMPTLY NOTIFY THE APPLICANT OF ANY FINAL ADVERSE ACTION BASED UPON THEIR CONVICTION HISTORY OR CONTENTS OF THE CRIMINAL BACKGROUND CHECK.**

**(F) IT SHALL BE UNLAWFUL FOR ANY HOUSING PROVIDER TO ENGAGE IN ANY COMMUNICATION, INCLUDING THE PRODUCTION OR DISSEMINATION OF ADVERTISEMENTS, RELATED TO ELIGIBLE HOUSING, WHICH EXPRESSES, DIRECTLY OR INDIRECTLY, THAT ANY PERSON WITH AN ARREST OR CONVICTION RECORD WILL NOT BE CONSIDERED FOR THE RENTAL OR LEASE OF REAL PROPERTY OR THAT MAY NOT APPLY FOR THE RENTAL OR LEASE OF REAL PROPERTY, EXCEPT AS REQUIRED BY LOCAL, STATE, OR FEDERAL LAW. FOR PURPOSES OF THIS SUBSECTION, ENGAGING IN A COMMUNICATION INCLUDES, BUT IS NOT LIMITED TO, MAKING A VERBAL STATEMENT OR PRODUCING OR DISSEMINATING ANY SOLICITATION, ADVERTISEMENT, OR SIGNAGE.**

**§24-121 NOTICE AND POSTING REQUIREMENTS FOR HOUSING PROVIDERS.**

**(A) A HOUSING PROVIDER SHALL STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR THE RENTAL OR LEASE OF ELIGIBLE HOUSING, OR MADE ON THEIR BEHALF, THAT THE HOUSING PROVIDER SHALL CONSIDER QUALIFIED APPLICANTS CONSISTENT WITH THIS ARTICLE. THIS LANGUAGE SHALL INCLUDE, AT MINIMUM, THE FOLLOWING STATEMENT:**

**"THE RENTAL OR LEASE OF THIS PROPERTY MUST COMPLY WITH CHAPTER 24, ARTICLE IV OF THE FLINT CITY CODE OF ORDINANCES REGULATING THE USE OF CRIMINAL BACKGROUND CHECKS AS PART OF THE TENANT SCREENING PROCESS TO PROVIDE CITIZENS WITH CRIMINAL BACKGROUNDS A FAIR OPPORTUNITY. FOR ADDITIONAL INFORMATION, PLEASE CONTACT THE CITY OF FLINT OFFICE OF THE OMBUDSPERSON."**

**(B) THE ADMINISTERING AGENCY SHALL PUBLISH AND MAKE AVAILABLE TO HOUSING PROVIDERS, IN ALL LANGUAGES SPOKEN BY MORE THAN FIVE PERCENT OF THE CITY'S POPULATION, A NOTICE SUITABLE FOR POSTING THAT INFORMS APPLICANTS FOR ELIGIBLE HOUSING OF THEIR RIGHTS UNDER THIS ARTICLE. THIS NOTICE SHALL BE UPDATED ON OR BEFORE DECEMBER 1ST OF ANY YEAR WHEN THERE IS A CHANGE IN THE LANGUAGES SPOKEN BY MORE THAN FIVE PERCENT OF THE CITY'S POPULATION.**

**(C) IN ADDITION TO THE REQUIREMENTS FOR SOLICITATIONS OR ADVERTISEMENTS IN SUBSECTION (A) OF THIS SECTION, HOUSING PROVIDERS SHALL POST A NOTICE PROMINENTLY ON THEIR WEBSITE AND AT ANY LOCATION UNDER THEIR CONTROL THAT IS FREQUENTLY VISITED BY APPLICANTS OR POTENTIAL APPLICANTS FOR THE RENTAL OR LEASE OF ELIGIBLE HOUSING IN THE CITY. IN ADDITION, THIS NOTICE SHALL BE AVAILABLE TO APPLICANTS IN HARD COPY AND PROVIDED WITH AN APPLICATION. THE NOTICE REQUIREMENTS IN THIS SECTION SHALL CONTAIN THE FOLLOWING ADDITIONAL INFORMATION, WHICH MAY BE SUMMARIZED BY THE HOUSING PROVIDER OR AVAILABLE FROM THE ADMINISTERING AGENCY PURSUANT TO SECTION 24-127(A)(1) OF THIS CODE:**

**(1) A DESCRIPTION OF THOSE MATTERS IDENTIFIED IN SECTION 24-118 OF THIS CODE THAT MAY NOT BE CONSIDERED BY THE HOUSING PROVIDER;**

**(2) A DESCRIPTION OF THE RESTRICTIONS AND REQUIREMENTS THAT SECTION 24-118 OF THIS CODE IMPOSES ON HOUSING PROVIDERS WHEN INQUIRING ABOUT CONVICTION HISTORY IN CONNECTION WITH AN APPLICATION FOR THE RENTAL OR LEASE OF ELIGIBLE HOUSING IN THE CITY;**

**(3) THE CIRCUMSTANCES AND TIMELINE UNDER WHICH THE APPLICANT OR POTENTIAL APPLICANT HAS A RIGHT TO PROVIDE EVIDENCE OF REHABILITATION AND OTHER MITIGATING FACTORS AS PROVIDED IN SECTION 24-120 OF THIS CODE; AND**

**(4) THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS OF THE ADMINISTERING AGENCY THAT THE APPLICANT OR POTENTIAL APPLICANT MAY USE TO MAKE A REPORT WHERE HE OR SHE BELIEVES THE HOUSING PROVIDER HAS VIOLATED THIS ARTICLE IN THEIR INTERACTIONS WITH THE APPLICANT OR POTENTIAL APPLICANT.**

**§24-122 HOUSING PROVIDER RECORDS.**

**(A) UNLESS PROHIBITED BY FEDERAL OR STATE LAW, A HOUSING PROVIDER SHALL MAINTAIN AND RETAIN RECORDS OF TENANT APPLICATION FORMS, AND OTHER PERTINENT DATA AND RECORDS REQUIRED UNDER THIS ARTICLE, FOR A MINIMUM OF ONE YEAR FROM THE DATE OF APPLICATION, AND SHALL ALLOW THE ADMINISTERING OR ENFORCING AGENCIES ACCESS TO SUCH RECORDS, WITH APPROPRIATE NOTICE AND AT A MUTUALLY AGREEABLE TIME, TO MONITOR OR VERIFY COMPLIANCE WITH THE REQUIREMENTS OF THIS ARTICLE.**

**(B) AT NO TIME SHALL THE ADMINISTERING OR ENFORCING AGENCIES REQUIRE A HOUSING PROVIDER TO PROVIDE THE DISCLOSURE OF ANY INFORMATION OR DOCUMENTS, WHICH WOULD VIOLATE STATE OR FEDERAL LAW, OR THIS CODE.**

**(C) WHERE A HOUSING PROVIDER DOES NOT MAINTAIN OR PROVIDE ADEQUATE RECORDS DOCUMENTING COMPLIANCE WITH THIS ARTICLE OR DOES NOT ALLOW REASONABLE ACCESS TO SUCH RECORDS, THE OFFICE OF THE CHIEF FINANCIAL OFFICER OR OTHER CITY DEPARTMENT OR AGENCY SHALL HAVE THE AUTHORITY TO PROVIDE ALL NON-FINANCIAL INFORMATION NECESSARY TO FULFILL THE ADMINISTERING OR ENFORCING AGENCIES RESPONSIBILITIES UNDER THIS ARTICLE SUBJECT TO CONFIDENTIALITY PROVISIONS OF THIS ARTICLE AND ALL APPLICABLE LAWS.**

**§24-123 EXERCISE OF PROTECTED RIGHTS; RETALIATION PROHIBITED.**

**(A) IT SHALL BE UNLAWFUL FOR A HOUSING PROVIDER OR ANY OTHER PERSON TO INTERFERE WITH, RESTRAIN, OR DENY THE EXERCISE OF, OR THE ATTEMPT TO EXERCISE, ANY RIGHT PROVIDED UNDER THIS ARTICLE.**

**(B) IT SHALL BE UNLAWFUL FOR A HOUSING PROVIDER TO INTERRUPT, TERMINATE, OR FAIL OR REFUSE TO INITIATE OR CONDUCT A TRANSACTION INVOLVING THE RENTAL OR LEASE OF ELIGIBLE HOUSING, INCLUDING FALSELY REPRESENTING THAT SUCH PROPERTY IS NOT AVAILABLE FOR RENTAL OR LEASE, OR OTHERWISE TAKE ADVERSE ACTION AGAINST A PERSON IN RETALIATION FOR EXERCISING RIGHTS PROTECTED UNDER THIS ARTICLE. SUCH RIGHTS INCLUDE BUT ARE NOT LIMITED TO:**

**(1) THE RIGHT TO FILE A COMPLAINT OR INFORM ANY PERSON ABOUT A HOUSING PROVIDER'S ALLEGED VIOLATION OF THIS ARTICLE;**

(2) THE RIGHT TO INFORM THE ADMINISTERING AGENCY ABOUT A HOUSING PROVIDER'S ALLEGED VIOLATION OF THIS ARTICLE;

(3) THE RIGHT TO COOPERATE WITH THE ADMINISTERING OR ENFORCING AGENCIES OR OTHER PERSONS IN THE INVESTIGATION OR PROSECUTION OF ANY ALLEGED VIOLATION OF THIS ARTICLE; OR

(4) THE RIGHT TO INFORM ANY PERSON OF HIS OR HER RIGHTS UNDER THIS ARTICLE.

(C) PROTECTIONS OF THIS SECTION SHALL APPLY TO ANY PERSON WHO MISTAKENLY, BUT IN GOOD FAITH, ALLEGES VIOLATIONS OF THIS ARTICLE.

(D) TAKING ADVERSE ACTION AGAINST A PERSON WITHIN 90 CALENDAR DAYS OF THE EXERCISE OF ONE OR MORE OF THE RIGHTS DESCRIBED IN THIS SECTION SHALL CREATE A REBUTTABLE PRESUMPTION IN THE ADMINISTERING AGENCY'S INVESTIGATION THAT SUCH ADVERSE ACTION WAS TAKEN IN RETALIATION FOR THE EXERCISE OF THOSE RIGHTS.

#### §24-124 COMMUNITY OUTREACH.

(A) THE ADMINISTERING AGENCY MAY ESTABLISH A COMMUNITY-BASED OUTREACH PROGRAM TO CONDUCT EDUCATION AND OUTREACH TO APPLICANTS AND POTENTIAL APPLICANTS FOR HOUSING REGARDING RIGHTS AND PROCEDURES UNDER THIS ARTICLE. THE PROGRAM MAY BE TARGETED AT INDIVIDUALS OR COMMUNITIES WHERE, IN THE JUDGMENT OF THE ADMINISTERING AGENCY, THE NEED FOR EDUCATION AND OUTREACH IS GREATEST.

(B) IN ESTABLISHING AN OUTREACH PROGRAM PURSUANT TO SUBSECTION (A) OF THIS SECTION, THE ADMINISTERING AGENCY MAY PARTNER WITH COMMUNITY-BASED ORGANIZATIONS. NOTHING IN THIS SECTION SHALL PRECLUDE THE ADMINISTERING AGENCY, BY CONTRACT OR GRANT, AND CONSISTENT WITH OTHER PROVISIONS OF LOCAL LAWS, FROM ENGAGING THE SERVICES OF SUCH ORGANIZATIONS IN ESTABLISHING SUCH COMMUNITY-BASED OUTREACH PROGRAMS, PARTICIPATING IN SUCH PROGRAMS, OR DEVELOPING MATERIALS FOR SUCH PROGRAMS. NOTHING IN THIS SECTION SHALL PRECLUDE THE ADMINISTERING AGENCY FROM COMBINING THE OUTREACH PROGRAMS REQUIRED BY SUBSECTION (A) OF THIS SECTION WITH OTHER RELATED COMMUNITY OUTREACH PROGRAMS.

**§24-125 CONFIDENTIALITY**

**THE CITY SHALL KEEP CONFIDENTIAL, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ANY IDENTIFYING INFORMATION OR OTHER DATA PERTAINING TO AN APPLICANT'S CRIMINAL HISTORY.**

**§24-126 IMPLEMENTATION AND ENFORCEMENT; PENALTIES**

**(A) THE ADMINISTERING AGENCY SHALL INVESTIGATE COMPLAINTS REGARDING A HOUSING PROVIDER'S ALLEGED VIOLATION OF THIS ARTICLE. THE ADMINISTRATIVE AGENCY MAY ENGAGE THIRD-PARTY ASSISTANCE TO CONDUCT ITS INVESTIGATION.**

**(1) WHERE THE DIRECTOR OF THE ADMINISTERING AGENCY DETERMINES THAT A VIOLATION HAS NOT OCCURRED, HE OR SHE SHALL ISSUE A DETERMINATION THAT A HOUSING PROVIDER IS NOT IN VIOLATION OF THIS ARTICLE. THIS DETERMINATION SHALL BE PROVIDED TO THE HOUSING PROVIDER AND THE COMPLAINANT.**

**(2) WHERE THE DIRECTOR OF THE ADMINISTERING AGENCY DETERMINES THAT A VIOLATION HAS OCCURRED, HE OR SHE SHALL ISSUE A DETERMINATION THAT A HOUSING PROVIDER IS IN VIOLATION OF THIS ARTICLE, PROVIDED, HOWEVER, FOR A FIRST VIOLATION, OR FOR ANY VIOLATION DURING THE FIRST 12 MONTHS FOLLOWING THE EFFECTIVE DATE OF THIS ARTICLE, THE DIRECTOR MUST ISSUE WARNINGS AND NOTICES TO CORRECT, AND OFFER THE HOUSING PROVIDER TECHNICAL ASSISTANCE ON HOW TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE. FOR A SECOND VIOLATION, THE ADMINISTERING AGENCY SHALL REFER ITS DETERMINATION FOR EACH APPLICANT TO WHOM THE VIOLATION OCCURRED, OR IS CONTINUING, TO THE ENFORCING AGENCY FOR ACTION, TO THE HOUSING PROVIDER, AND TO THE COMPLAINANT.**

**(3) WHERE THE DIRECTOR OF THE ADMINISTERING AGENCY DETERMINES THAT A VIOLATION HAS OCCURRED, HE OR SHE SHALL FORWARD A COPY OF THE DETERMINATION TO THE MICHIGAN DEPARTMENT OF CIVIL RIGHTS FOR CONSIDERATION.**

**(B) THE ADMINISTERING AGENCY IS AUTHORIZED TO TAKE APPROPRIATE STEPS TO ASSIST IN THE ENFORCEMENT OF THIS**

ARTICLE, INCLUDING THE INVESTIGATION OF ANY POSSIBLE VIOLATIONS OF THIS ARTICLE. THE ADMINISTERING OR ENFORCING AGENCIES SHALL NOT FIND A VIOLATION BASED ON A HOUSING PROVIDER'S DECISION THAT AN APPLICANT'S CONDUCT IS A DIRECTLY-RELATED CONVICTION, AS DEFINED IN SECTION 24-116 OF THIS CODE, UNLESS THE HOUSING PROVIDER FAILED TO CONDUCT THE INDIVIDUALIZED ASSESSMENT AS REQUIRED UNDER SECTION 24-120 OF THIS CODE.

(C) IF MULTIPLE APPLICANTS ARE IMPACTED BY THE SAME VIOLATION AT THE SAME TIME, FOR EXAMPLE, ALL APPLICANTS FOR A CERTAIN HOUSING UNIT ARE ASKED FOR THEIR CONVICTION HISTORY ON THE INITIAL APPLICATION, EACH VIOLATION SHALL BE TREATED AS A SEPARATE VIOLATION.

(d) IN ACCORDANCE WITH SECTION 4I(K) OF THE MICHIGAN HOME RULE CITIES ACT, BEING MCL 117.4I(K), THE PENALTY UPON CONVICTION FOR VIOLATION OF THIS ARTICLE SHALL BE IMPRISONMENT FOR NOT MORE THAN 90 DAYS OR A FINE OF NOT MORE THAN \$500.00, OR BOTH, FOR EACH SUCH VIOLATION, IN THE DISCRETION OF THE COURT.

(E) AN APPLICANT OR POTENTIAL APPLICANT MAY REPORT TO THE ADMINISTERING AGENCY ANY SUSPECTED VIOLATION OF THIS ARTICLE WITHIN 60 CALENDAR DAYS OF THE DATE THE SUSPECTED VIOLATION OCCURRED. THE CITY SHALL ENCOURAGE REPORTING PURSUANT TO THIS SUBSECTION BY KEEPING CONFIDENTIAL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; THE NAME AND OTHER IDENTIFYING INFORMATION OF THE APPLICANT OR POTENTIAL APPLICANT REPORTING THE VIOLATION, PROVIDED, HOWEVER, THAT WITH THE AUTHORIZATION OF SUCH PERSON, THE CITY MAY DISCLOSE HIS OR HER NAME AND IDENTIFYING INFORMATION AS NECESSARY TO ENFORCE THIS ARTICLE OR FOR OTHER APPROPRIATE PURPOSES, WHICH SHALL INCLUDE ENABLING THE HOUSING PROVIDER TO RESPOND TO THE ALLEGED VIOLATION AS PART OF AN INVESTIGATION BY THE ADMINISTERING AGENCY.

#### **§24-127 IMPLEMENTATION AND ENFORCEMENT; ADMINISTRATIVE RULES AND ANNUAL REPORTING REQUIREMENTS.**

(A) WITHIN 120 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF THIS ARTICLE, THE ADMINISTERING AGENCY SHALL PROMULGATE ADMINISTRATIVE RULES PURSUANT TO SECTION 1-801 OF THE FLINT CITY CHARTER. THESE RULES SHALL INCLUDE, AT MINIMUM, PROCEDURES FOR THE FOLLOWING:

**(1) PREPARING STANDARDIZED LANGUAGE FOR THE NOTICE IN SECTION 24-121(C) OF THIS CODE THAT HOUSING PROVIDERS MAY USE TO SATISFY THE REQUIREMENTS OF THAT SUBSECTION.**

**(2) TIMEFRAME AND PROCESS, INCLUDING NOTIFICATION, FOR THE FOLLOWING:**

**A. TO HOUSING PROVIDERS THAT A COMPLAINT HAS BEEN FILED ALLEGING VIOLATION OF THIS ARTICLE AND THAT AN INVESTIGATION WILL OCCUR;**

**B. TO PROVIDE THE HOUSING PROVIDER A RIGHT TO RESPOND TO THE ALLEGATIONS IN THE COMPLAINT;**

**C. TO OBTAIN VERIFICATION FROM THE BUILDING & SAFETY INSPECTIONS DIVISION THAT THE ELIGIBLE HOUSING IS IN COMPLIANCE WITH THE REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES IN ACCORDANCE WITH SECTION 24-4, *ET SEQ.* OF THIS CODE;**

**D. TO OBTAIN VERIFICATION FROM THE BUILDING & SAFETY INSPECTIONS DIVISION THAT THE ELIGIBLE HOUSING HAS A VALID CERTIFICATE OF COMPLIANCE REQUIRED BY SECTION 24-4, *ET SEQ.* OF THIS CODE OR BY OTHER PROVISIONS OF THIS CODE;**

**E. RECEIPT AND CONSIDERATION BY THE ADMINISTERING AGENCY OF ANY RESPONSE AND SUPPORTING INFORMATION FROM A HOUSING PROVIDER REGARDING THE ALLEGED VIOLATION; AND**

**F. DISSEMINATION OF THE ADMINISTERING AGENCY'S DETERMINATION OF WHETHER AN ALLEGED VIOLATION IN THE COMPLAINT WAS SUBSTANTIATED TO THE HOUSING PROVIDER AND COMPLAINANT. IF A VIOLATION IS SUBSTANTIATED, DISSEMINATION TO THE ENFORCING AGENCY AND MICHIGAN DEPARTMENT OF CIVIL RIGHTS.**

**(B) THE ADMINISTERING AND ENFORCING AGENCIES SHALL PREPARE AND JOINTLY SUBMIT AN ANNUAL REPORT TO THE MAYOR AND CITY COUNCIL THAT INCLUDES, AT A MINIMUM, THE FOLLOWING INFORMATION FOR THE PRECEDING YEAR:**

**(1) THE NUMBER AND TYPES OF COMPLAINTS RECEIVED ALLEGING VIOLATIONS OF THIS ARTICLE;**

**(2) THE NUMBER AND TYPES OF VIOLATIONS OF THIS ARTICLE REPRESENTED BY THE NUMBER OF DETERMINATIONS ISSUED BY THE DIRECTOR OF THE ADMINISTERING AGENCY SUBSTANTIATING THE ALLEGED VIOLATIONS;**

(3) THE NUMBER AND TYPES OF VIOLATIONS OF THIS ARTICLE REPRESENTED BY THE NUMBER OF DETERMINATIONS ISSUED BY THE DIRECTOR OF THE ADMINISTERING AGENCY WHERE THE ALLEGATIONS OF VIOLATIONS OF THIS ARTICLE WERE UNSUBSTANTIATED;

(4) THE NUMBER AND TYPES OF DETERMINATIONS FORWARDED TO THE MICHIGAN DEPARTMENT OF CIVIL RIGHTS;

(5) THE NUMBER AND TYPES OF TICKETS BY THE ENFORCING AGENCY;

(6) DATA REGARDING THE JUDICIAL DISPOSITION OF TICKETS ISSUED BY THE ENFORCING AGENCY ITEMIZING THE NUMBER OF DISMISSALS, CONVICTIONS OR PLEA ARRANGEMENTS, INCLUDING THE PENALTIES ASSESSED; AND

(7) THE COSTS ASSOCIATED WITH THE IMPLEMENTATION AND ADMINISTRATION OF THIS ARTICLE.

Sec. 2. This Ordinance shall become effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024, A.D.

**FOR THE CITY:**

\_\_\_\_\_  
For the City Council

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joseph N. Kuptz, Acting City Attorney



240430.1-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 1, 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 SERVICES MAY SEEK OUT ADDITIONAL APPLICATIONS FROM INDIVIDUALS THAT LIVE OUTSIDE THE IMPACTED 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