



**BOARD COORDINATOR
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
FAX: (810) 257-3008

AMY ALEXANDER
COORDINATOR

**COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE
Monday, April 11, 2016, 9:30 a.m.
AGENDA**

- I. CALL TO ORDER
- II. ROLL CALL
- III. MINUTES – March 7, 2016
- IV. PUBLIC COMMENTS TO THE COMMITTEE
- V. COMMUNICATIONS
 - A. C041116VA: 2016 Spring Household Hazardous Waste Collection Event
- VI. COMMUNITY DEVELOPMENT
 - A. C041116VIA: Transfer of Community Development Block Grant Program Funds
 - B. C041116VIB: Approval of the 2016 Genesee County Action Plan
 - C. C041116VIC HOME Investment Partnerships Program Contract Approval
- VII. ECONOMIC DEVELOPMENT
- VIII. ENVIRONMENTAL BUSINESS
- IX. OTHER BUSINESS
- X. ADJOURNMENT

MEMORANDUM

TO: Commissioner Tony Brown, Chairperson
Community and Economic Development Committee

FROM: Derek Bradshaw, Director-Coordinator
Genesee County Metropolitan Planning Commission

Date: April 11, 2016

SUBJECT: 2016 Spring Household Hazardous Waste Collection Event

The spring Household Hazardous Waste and Electronic Waste Collection Event will be held on Saturday, May 21, 2016 from 10:00 a.m. until 2:00 p.m. at Grand Blanc High School West Campus. Informational materials will be distributed as soon as possible.



An Equal Opportunity Organization

Equal Housing Opportunity



MEMORANDUM

TO: Commissioner Tony Brown, Chairperson
Community and Economic Development Committee

FROM: Derek Bradshaw, Director-Coordinator
Genesee County Metropolitan Planning Commission

DATE: April 11, 2016

SUBJECT: Transfer of Community Development Block Grant Program Funds

The following transfers were requested by the local units of government.

Amount	To Project	From Project	Comments
\$49,055.54	2016 Genesee Township Demolition	2015 Genesee Township Street Improvements #2133	Project Completed
\$12,586.48	2015 Vienna Township Street Improvements #2138	2015 Vienna Township Senior Center Improvements #2137	Project Completed

At this time, the Genesee County Allocation Committee is recommending approval of the Community Development Program fund transfers by the Community and Economic Development Committee.

MEMORANDUM

TO: Commissioner Tony Brown, Chairperson
Community and Economic Development Committee

FROM: Derek Bradshaw, Director-Coordinator
Genesee County Metropolitan Planning Commission

DATE: April 11, 2016

SUBJECT: **Approval of the 2016 Genesee County Action Plan**

The Genesee County 2016 Annual Action Plan has been prepared. The Plan contains a description of the needs within Genesee County and goals to address those needs, along with all activities proposed for 2016 Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds.

A 30-day Public Comment period began February 17, 2016 and ended on March 18, 2016. A Public Needs Hearing was held on March 7, 2016 at 9:30 a.m. during the Genesee County Community and Economic Development Committee meeting. There were no comments received regarding the Plan.

The Plan can be viewed in its entirety by clicking the following link:
<http://gcmprc.org/wp-content/uploads/2016/03/Draft-2016-Action-Plan.pdf>

The Genesee County Allocation Committee is recommending approval to submit the 2016 Annual Action Plan to HUD and approval for Commissioner Curtis to sign Standard Forms 424 and Certifications for submittal.



Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

B.County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U.S. Department of Housing and Urban Development, Office of Community Planning and Development

11. Catalog of Federal Domestic Assistance Number:

14.218 _____

CFDA Title:

Community Development Block Grant/Entitlement Grants _____

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Genesee County, Michigan - Townships, Cities, Villages

***15. Descriptive Title of Applicant's Project:**

Provide a program that assists with developing Genesee County as a viable community by providing decent housing, and a suitable living environment, and by expanding economic opportunities, principally for persons of low and moderate incomes.

Application for Federal Assistance SF-424
02

Version

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	*Other (Specify) _____
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3. Date Received:	4. Applicant Identifier:
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5a. Federal Entity Identifier:	*5b. Federal Award Identifier:
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION:

*a. Legal Name: Genesee County

*b. Employer/Taxpayer Identification Number (EIN/TIN): 38-600-4849	*c. Organizational DUNS: 07-840-4738
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d. Address:

*Street 1: 1101 Beach Street
Street 2: Room 223
*City: Flint
County: Genesee
*State: MI
Province: _____
*Country: USA
*Zip / Postal Code 48502

e. Organizational Unit:

Department Name: Genesee County Metropolitan Planning Commission	Division Name: Community Development Program
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr *First Name: Derek
Middle Name: _____
*Last Name: Bradshaw
Suffix: _____

Title: Director/Coordinator

Organizational Affiliation:
Genesee County Metropolitan Planning Commission

*Telephone Number: 810-257-3010 Fax Number: 810-257-3185

*Email: dbradshaw@co.genesee.mi.us

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

B.County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U.S. Department of Housing and Urban Development, Office of Community Planning and Development

11. Catalog of Federal Domestic Assistance Number:

14.218 _____

CFDA Title:

Emergency Solutions Grant/Entitlement Grants _____

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Genesee County, Michigan - Townships, Cities, Villages

***15. Descriptive Title of Applicant's Project:**

Provide a program that assists the prevention of homelessness.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: 5

*b. Program/Project: 5

17. Proposed Project:

*a. Start Date: May 1, 2016

*b. End Date: April 30, 2017

18. Estimated Funding (\$):

*a. Federal	_____	\$154,654
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	\$154,654

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Commissioner *First Name: Jamie

Middle Name: _____

*Last Name: Curtis

Suffix: _____

*Title: Chairperson, Genesee County Board of Commissioners

*Telephone Number: 810-257-3020

Fax Number: 810-257-3008

* Email: jcurtis@co.genesee.mi.us

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance SF-424
02

Version

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

B.County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

10 Name of Federal Agency:*U.S. Department of Housing and Urban Development, Office of Community Planning and Development****11. Catalog of Federal Domestic Assistance Number:**

14.239

CFDA Title:

HOME Investment Partnerships Program / Participating Jurisdiction Grants

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):**Genesee County, Michigan - Townships, Cities, Villages*****15. Descriptive Title of Applicant's Project:**

Provide a program in Genesee County for housing rehabilitation, tenant based rental assistance, assistance to home buyers, acquisition of housing, and new construction of affordable housing for low and moderate income residents.

Application for Federal Assistance SF-424
02

Version

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official

Date

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2016 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Signature/Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature/Authorized Official

Date

Title

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

Discharge Policy – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature/Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

MEMORANDUM

TO: Commissioner Tony Brown, Chairperson
Community and Economic Development Committee

FROM: Derek Bradshaw, Director-Coordinator
Genesee County Metropolitan Planning Commission

DATE: April 11, 2016

SUBJECT: HOME Investment Partnerships Program Contract Approval

Project applications for the HOME Investment Partnerships (HOME) Program for Community Housing Development Organizations (CHDO) were due on January 8, 2016. Genesee County Habitat for Humanity submitted applications for both CHDO certification and a construction project.

Habitat is proposing to complete three new construction homes in Genesee Township, Grand Blanc Township and Mt. Morris Township, and one rehabilitation in Mt. Morris Township. The recommendation in the 2016 Action Plan to the U.S. Department of Housing and Urban Development (HUD) is that Genesee County Habitat for Humanity be awarded \$300,716 to complete three new construction homes and rehabilitate one home. The contract has been reviewed by Genesee County Corporation Counsel, however, will not be signed until funding is released from HUD following approval of the Action Plan.

At this time, the Genesee County Allocation Committee is recommending approval to enter into a contract with Genesee County Habitat for Humanity for \$300,716 in HOME Program funds.



AGREEMENT

BETWEEN

THE COUNTY OF GENESEE

Acting By and Through the
Genesee County Metropolitan Planning Commission (GCMPC)
Community Development Program
Room 223, Genesee County Administration Building
1101 Beach Street, Flint, Michigan 48502-1470
Hereinafter referred to as the "County"

and

Genesee County Habitat For Humanity
101 Burton Street, Flint, Michigan 48503

A Michigan Non-Profit Corporation
Hereinafter referred to as the "CHDO"

THIS AGREEMENT entered into this _____ day of _____, 2016, between the County of Genesee, a Michigan Municipal Corporation, acting by and through the Genesee County Metropolitan Planning Commission, located at Room 223, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470 (the "County"), and the Genesee County Habitat For Humanity, located at 101 Burton Street, Flint, Michigan 48503 (the "CHDO").

WITNESSETH:

WHEREAS, the County has applied for and received funds from the U. S. Department of Housing and Urban Development ("HUD"), under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "Act"), and hereby offers financial assistance to the CHDO to rehabilitate existing housing and build new construction, affordable housing in accordance with the requirements of the HOME Investment Partnerships Program, Section 24, Code of Federal Regulations, Parts 91 and 92 (24 CFR 91 and 92) (the "HOME Program").

WHEREAS, the County, by Resolution pursuant to the Act, has, under the approved Consolidated Plan, identified the provision of eligible, affordable housing activities to be funded with grant assistance authorized under the HOME Program, and

WHEREAS, the purpose of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing for persons and households of low income; and

WHEREAS, the County as a defined Grantee of HUD HOME Program funds under 24 CFR 92, is also responsible for assuring compliance with the pertinent federal requirements as set forth in 24 CFR 92 et. seq.; and

WHEREAS, the CHDO has applied for funding from the County HOME Program for the purpose of providing safe, decent and affordable housing to households of low income through the construction or rehabilitation of non-luxury, accessible housing, and subsequent sale to low income homebuyers in Genesee County, Michigan, hereinafter referred to as the "Project"; and

WHEREAS, the CHDO has represented to the County that it fully intends to undertake a project planned to meet the purposes of the HOME Program; and

WHEREAS, the County has accepted and approved the CHDO proposal to undertake the Project as described and incorporated herein, and the CHDO is thus eligible to receive an interest-free loan pursuant to the HOME Program in order to undertake the Project activities; and

WHEREAS, the CHDO agrees that the terms and conditions set forth herein is a reasonable and appropriate means to assure the use of loan funds in compliance with the Act and the provisions of 24 CFR 92, et. seq.; and

WHEREAS, the objectives of the County HOME Program being coincident with the objectives of

the CHDO, the two parties have therefore entered into this Agreement for the County to loan funds to the CHDO for the purpose of creating new construction housing or rehabilitating existing housing on real property, and subsequent sale of those properties to eligible, low income homebuyers.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements herein, the two parties hereto intending to be legally bound hereby, do agree for themselves and their respective successors and assigns, as follows:

1. **The Commitment:**

The County shall commit the sum of **\$300,716.00 (Three Hundred Thousand, Seven Hundred Sixteen Dollars and Zero Cents)** of HOME Program funds as a loan to the CHDO as of the execution date of this Agreement (the "Loan"). The committed funds shall be used solely for, and limited to, eligible, reasonable, and necessary costs associated with the construction or rehabilitation of affordable, single family housing as described on Attachment A of this Agreement (the "Project"). Such development shall be located at a maximum of four (4) properties consisting of lands and premises located within the participating jurisdiction of Genesee County, Michigan, and further described on Attachment A of this Agreement (the "Project Properties").

The Loan will be evidenced by a promissory note given by the CHDO to the County, a copy of which is attached to this Agreement as Attachment B (the "Promissory Note"). The Loan shall be secured by a property lien on the Project Properties executed by the CHDO in favor of the County, a copy of which is attached to this Agreement as Attachment C (the "Property Lien").

The CHDO shall maintain the Project Properties as affordable housing, and shall meet the affordability requirements described in Section 6 of this Agreement (the "Affordability Requirements") for a minimum of fifteen (15) years (the "Period of Affordability"), commencing from the date of the Project Completion, established as _____, 2017, and ending on _____, 2031. This Agreement shall terminate on _____, 2031.

The committed funds shall be used solely for, and be limited to eligible, reasonable, and necessary costs as listed in Section 2A: "Use of HOME funds". Committed funds shall not be used for prohibited activities as listed in Section 2B: "Use of HOME funds".

The minimum amount of HOME funds to be provided to the Project is One Thousand Dollars and Zero Cents (\$1,000.00) per property. The maximum per-unit assistance of HOME funds to be invested per each Project property may not exceed the per-unit dollar limits established under Section 221(d)(3)(ii) of the National Housing Act (U.S.C. 17151(D)(3)(ii) as referenced in Attachment D of this Agreement.

The CHDO shall begin the Project within twelve (12) months from the date of execution of this Agreement and will complete development of the Project no later than _____, 2017. The County will de-commit any portion of the committed funds that are not expended as of that date and the Loan, Property Lien, and Promissory Note will be amended to reflect the total HOME funds utilized for the Project.

2. **Use of HOME funds:**

These funds are to be used solely for eligible, reasonable, and necessary costs of new construction or rehabilitation on a maximum of four (4) units of affordable, single family housing. The CHDO shall submit a Project Development Budget for the performance of this Project. The CHDO and the County shall negotiate reasonable line item changes, and the County shall approve the Budget prior to the beginning of any work on this Project. Any subsequent revisions to the Budget shall be approved in writing by the County prior to implementation by the CHDO.

In accordance with 24 CFR §92.300(a)(2), the CHDO and the County agree that proceeds generated from the Project shall be available to and be used by the CHDO for HOME-eligible or other affordable housing activities to benefit low-income Genesee County households. However, Project proceed funds will be recaptured to the County if the Project no longer meets the Affordability Requirements under 24 CFR §92.254 during the Period of Affordability.

A. **The following eligible Project costs may be assisted with committed funds:**

- a. Project "Hard Costs" including:

1. Costs to meet property standards in accordance with 24 CFR §92.251(a)(1-4) including all applicable codes, construction standards, municipal ordinances, and zoning ordinances at the time and at project completion.
 2. Essential improvements including energy-related repairs or improvements; improvements necessary to permit use by persons with disabilities, and the testing and abatement of lead-based paint hazards as required in accordance with 24 CFR §92.355.
 3. Utility connections including off-site connections from the property line to the adjacent street; and
 4. Improvements to the Project property(ies) site(s) that are in keeping with surrounding property improvements including sewer and water lines necessary to the construction of housing on the site(s).
 5. Construction materials and labor.
 6. Securing of Project structures.
- b. Acquisition costs of real property and existing structures specifically for the Project.
- c. Reasonable and necessary Project "Soft Costs" including:
1. Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 2. Costs to include fees for title search, title insurance, fees for recordation and filing of legal documents; building permits, and job progress inspections; certificates of occupancy, attorneys' fees directly related to the Project; private appraisal fees and fees for an independent cost estimate.
 3. Costs of a project audit that the County may require with respect to the development of the Project.
 4. Costs to provide information services such as affirmative marketing and fair housing information to prospective Tenants as required by 24 CRR §92.351.
 5. Initial leasing costs to include and not limited to, water and utility services incurred prior to Tenants' assumption of costs.
 6. Accounting fees including cost certification.

B. Prohibited Uses of Committed Project funds:

COUNTY HOME funds committed to this Project may **NOT** be used to:

1. Provide project reserve accounts or operating income.
2. Provide tenant-based rental assistance for any purpose including special purposes of the Section 8 Program, in accordance with section 212(d) of the Act.
3. Provide non-federal matching contributions required under any Federal program.
4. Provide assistance authorized under section 9 of the 1937 Act (Public Housing Capital and Operating Funds).
5. Pay delinquent taxes, fees, or charges on Project Properties.
6. Pay for any cost that is not eligible under 24 CFR §§92.206 through 92.209, and any under 24 CFR §92.214 that are not specifically authorized by this Agreement.
7. Pay for CHDO operating expenses.

3. The Repayment:

If terms of this Agreement are fulfilled and, the CHDO complies with the Affordability Requirements described in Section 6 of this Agreement for the entire Period of Affordability, the Loan, as evidenced by the Promissory Note, and Project Property Lien will be One Hundred Percent (100%) forgiven, and zero dollars of the Commitment, Project proceeds, or Project income will be subject to repayment to the Genesee County Home Investment Trust Fund. At the end of the Period of Affordability, each Property Lien shall automatically release.

In the event of a default by the CHDO, the County may terminate the Project by issuing a notice to the CHDO in writing, and, regardless of whether the Project is terminated, may demand, in writing, that the CHDO repay the Loan in accordance with the terms of this Agreement and the Promissory Note, and the CHDO shall repay such amounts as demanded. The amount of such repayment shall be determined in accordance with the terms of the Promissory Note. Any Loan funds repaid by the CHDO to the County will be deposited in the Genesee County HOME Investment Trust Fund.

4. Requests for Disbursement:

During Project activities, HOME funds committed to the Project shall be disbursed according to

a Payout Schedule which shall be negotiated between the County and the CHDO to the satisfaction of the County. The CHDO may only request HOME Project funds for specific activities and purposes authorized by this Agreement for the Project. The CHDO may not request disbursement of HOME Program funds under this Agreement until the funds are needed for payment of eligible Project costs incurred when carrying out specific Project activities. Requests for payment must be submitted on a HOME Program Request for Reimbursement Form included in this Agreement as Attachment E. Genesee County HOME Program funds will be disbursed directly to the CHDO.

The County shall reimburse the CHDO for eligible expenses within 30 days of receipt of an approved request inclusive of required, appropriate documentation including the Project schedule, budget, and supportive documentation for each cost type incurred, and inclusive of any other such documentation as may be required by the County.

The disbursement of the Loan proceeds under this section shall not constitute any type of warranty or representation to the CHDO, or any other party regarding the condition of the Project.

5. **Project Schedule:**

In conjunction with the HOME Program funds commitment to the Project, the CHDO agrees to provide a proposed schedule for completion of development, acquisition, construction, final Certificate of Occupancy, and subsequent sale for each of the Project Properties that are to be assisted with HOME Program funds. The County shall review and approve the proposed schedule. The CHDO shall complete the Project in accordance with the approved schedule.

Should a revision of the schedule be necessary, the CHDO shall submit a request to the County in writing detailing the reasons for the revision. The County, in its discretion, shall determine in writing whether a revision is necessary.

Following the approval of the initial schedule and throughout the term of this Agreement, the CHDO shall submit to the County a monthly progress report as provided in Attachment F of this Agreement, which will include the provision of an updated schedule.

6. **Affordability Requirements:**

The HOME Program assisted units within the Project must be occupied only by households that are qualified and eligible as low-income households as determined in accordance with 24 CFR §92.203 (*Income determinations*) and 24 CFR §92.254, as applicable (*Qualification as affordable housing: homeownership*), and must be the principal residence of such household(s) until the end of the 15 Year Period of Affordability.

A minimum of twenty percent (20%) of the Project Properties shall be occupied by households whose annual incomes are fifty percent (50%) or less of the current Area Median Family Income for Genesee County throughout the Period of Affordability.

7. **Affirmative Marketing Requirements:**

In connection with the Project commitment, and prior to determining income eligibility of any potential homebuyer, the CHDO shall provide the County with an Affirmative Marketing Plan that demonstrates actions taken to publicize the Project and attract eligible persons in the housing market area to the Project, without regard to race, color, national origin, sex, religion, familial status, disability, age or marital status.

- a. The Affirmative Marketing Plan for the Project shall include methods for informing the public and prospective homebuyers about the Project and Federal Housing laws. Such methods shall include the use of commercial media, use of community contacts, and informational posters or displays. All media shall include the Equal Housing Opportunity logotype or slogan, and a reference to funding partners, including, at a minimum, the CHDO, the County, and the U.S. Department of Housing and Urban Development (HUD) as partners and co-sponsors of the Project. The CHDO shall agree to post an on-site sign at each of the Project Properties, recognizing the referenced partners.
- b. The Affirmative Marketing Plan shall include procedures to be used by the CHDO to inform and solicit applications from persons who are not likely to apply as potential homebuyers for the Project without special outreach (e.g., use of community organizations; places of worship; employment centers; fair housing groups; or housing counseling agencies).

- c. The Affirmative Marketing Plan shall include a method of evaluating the success of the Affirmative Marketing Plan. The method of evaluating the success of the Affirmative Marketing Plan shall state, at a minimum, descriptions of the types of records the CHDO will use to assess the results of the Marketing Plan, and a description of how the CHDO will assess the success of marketing methods used throughout the term of this Agreement.
- d. The Affirmative Marketing Plan shall include procedures used throughout the term of this Agreement to ensure the inclusion, to the maximum extent possible, of outreach activities conducted by the CHDO, to minorities and women, and entities owned by minorities and women, including actions taken to assure that disadvantaged business enterprises (DBE) including minority business enterprises (MBE); women business enterprises (WBE); and handicapped business enterprises (HBE) are utilized when possible in the procurement of property and services for the Project.
- e. The CHDO shall document and provide records to the County of public announcements and notices provided to agencies notifying them of the availability of Project properties.

8. **Section 3:**

a. **Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County, the CHDO, and any of the CHDO Contractors and Subcontractors. Failure to fulfill these requirements shall subject the County, the CHDO and any of the CHDO Contractors and Subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. With the execution of this Agreement, the CHDO certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The CHDO further agrees to comply with these Section 3 requirements and to include the following language in all Prime and Subcontracts executed under this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The CHDO further agrees to define Section 3 Residents as one of the following:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

The CHDO further agrees to define Section 3 Business Concerns as one of the following:

1. Businesses that are 51% or more owned by Section 3 residents;
2. Business whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents.
3. Businesses that provide evidence of a commitment to subcontract in excess of 25% of the contract amount to businesses that meet the qualifications described above.

b. Notifications

The CHDO agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The CHDO will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The CHDO will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Genesee County will verify and certify Section 3 Business Concerns and Residents to be utilized for work assisted with HOME funds under this Agreement. The 2016 Genesee County Section 3 Business and Resident Certification Forms are included within this Agreement as Attachment G.

Through the execution of this Agreement, the CHDO certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

9. Default by CHDO:

The following are events of default by the CHDO:

- (i) the CHDO fails to observe or comply with any of the obligations and covenants contained in this Agreement, the Promissory Note, and the Property Lien, and such failure remains uncured for 30 days after County provides written notice of such failure. In the event that cure of the default reasonably requires more than 30 days, it shall be an

event of default if the CHDO shall not have commenced reasonable efforts to cure such default within said 30-day period and diligently pursued such efforts thereafter;

(ii) the CHDO sells any Project Property without the express written consent of the County;

(iii) the CHDO fails to adhere to and comply with the Affordability Requirements during the Period of Affordability;

(iv) any representation or warranty made by the CHDO is determined by the County to be false or misleading in any material respect during the term of the Loan, and such default remains uncured for 30 days after the County provides written notice of such default (or, if the cure reasonably requires more than 30 days, if the CHDO shall not have commenced reasonable efforts to cure such default within said 30-day period and diligently pursued such efforts thereafter);

(v) the filing of a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, guardian, or trustee by or against the CHDO, which petition is not dismissed or stayed within a 90-day period from the date of its filing; or

(vi) the CHDO makes an assignment for the benefit of creditors,

the County may, at its option, do any of the following:

- a. Terminate the Project by issuing a notice to the CHDO in writing. Any unspent Project funds shall be returned to the County.
- b. Call the Note amount and any interest accrued due and immediately payable in full to Genesee County as recaptured HOME funds. Recaptured HOME funds will be deposited in the Genesee County HOME Investment Trust Fund. At the discretion of the County, such repayment may be reduced pro rata based on the amount of the Period of Affordability remaining after the default.
- c. Take any action authorized under this Agreement, the Note, the Property Lien, or applicable law to collect such sums due or to cure such default, including, without limitation, foreclosure upon the Project Properties.

No waiver by the County of any of the events of default previously described in this section shall be held or construed to be a waiver of any event of default subsequently occurring, whether for that same event of default or any other event of default. The remedies in the event of default set forth in this section are cumulative, and the County may pursue any one, several, or all of such remedies upon the occurrence of any event of default.

10. **Repayment of Investment:**

Any repayment of HOME Program funds (including repayment required upon any default), and any payment of interest, project proceeds, or project income derived through the investment of HOME Program funds, shall be submitted to the County for deposit in the Genesee County HOME Investment Trust Fund.

11. **Compliance Monitoring:**

The CHDO acknowledges that the County shall monitor the CHDO's compliance with the terms and conditions of this Agreement, and that the County's decisions relating to the foregoing shall be final.

12. **Indemnification of County:**

The County shall not be responsible for any costs or damages arising out of CHDO's performance of the obligations of this Agreement, or arising out of any dispute between the CHDO, CHDO agents, and/or tenants of the Project. The CHDO shall indemnify and hold the County harmless from any costs or damages resulting from such disputes or CHDO's performance of the obligations of this Agreement, including without limitation, any additional costs necessary to complete the Project.

13. **No Third Party Benefit:**

This Agreement is intended for the exclusive benefit of the parties. Nothing contained in this

Agreement shall be construed as creating any rights or benefits in or to any third party.

14. **Records and Reports:**

The CHDO shall maintain and submit Project records and reports to the County in accordance with provisions of 24 CFR §92.508 as applicable. Affirmative marketing documentation shall be maintained in accordance with 24 CFR §92.351.

15. **Records Retention:**

The CHDO shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement (the "Retention Period").

Notwithstanding the above, if the CHDO becomes aware of any litigation, claims, audits, negotiations or other actions that involve any of the records cited before the expiration of the Retention Period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the Retention Period, whichever occurs later. Records regarding Project specific requirements, and requirements that apply for the duration of the Period of Affordability (24 CFR §92.350, 92.351, and 92.358), as well as written agreements and inspection and monitoring reports must be retained for three years after the required Period of Affordability as specified in 24 CFR §92.252, as applicable.

16. **Conflicts:**

Notwithstanding any other provisions of this Agreement, in the event that any provision herein conflicts with the terms, conditions, and provisions of HUD regulations, handbooks and administrative requirements (the "HUD Requirements"), the provisions of the HUD Requirements shall control.

17. **No Recourse Obligation:**

The Loan evidenced by this Agreement and the Promissory Note is a non-recourse obligation. In the event of default hereunder, the County, its successors and assigns, shall not be entitled to a deficiency judgment hereunder, it being understood that the liability of the CHDO under the Loan, Promissory Note, and Property Lien is limited to the CHDO interest in the Project Property. None of the partners, directors, officials, agents, or employees of the CHDO shall have any personal liability for repayment of the Loan.

18. **Enforcement of Agreement:**

The CHDO acknowledges and agrees that it shall be subject to sanctions set forth in HOME Regulation 24 CFR 92, incorporated within this Agreement as Attachment H, if determined to be applicable by the County and 24 CFR 85.36(i), Attachment I.

SIGNATURE PAGE TO FOLLOW

CHDO

COUNTY

Genesee County Habitat for Humanity
A Michigan Non Profit Corporation

County of Genesee

By: _____
Margaret Kato, Executive Director
Genesee County Habitat For Humanity

By: _____
Derek Bradshaw, Director-Coordinator
Genesee County Metropolitan Planning Commission

Date: _____

Date: _____

For the County of Genesee:

County of Genesee)
)§
State of Michigan

On this _____ day of _____ 2016 before me a Notary Public in and for said County, personally appeared Derek Bradshaw who being by me sworn did acknowledge and say that he/she is authorized to sign this agreement.

Notary Public, State of Michigan, County of Genesee
Date Notarial Act Performed: _____
My Commission Expires: _____

For Genesee County Habitat For Humanity:

County of Genesee)
)§
State of Michigan

On this _____ day of _____ 2016 before me a Notary Public in and for said County, personally appeared Margaret Kato who being by me sworn did acknowledge and say that he/she is authorized to sign this agreement.

Notary Public, State of Michigan, County of Genesee
Date Notarial Act Performed: _____
My Commission Expires: _____

Attachment A

Project Description

The Genesee County Habitat for Humanity CHDO Project, consists of the construction of three (3) homes and the rehabilitation of one (1) home. Homes will be sold to homeowners through zero interest mortgages. All units will be Genesee County HOME assisted units and must follow the affordability period of 15 years.

PROJECT PROPERTY DESCRIPTION:

V/L Bray Road, Genesee Township
V/L Hill Road, Grand Blanc Township
4171 Hunter Road, Mt. Morris Township
3479 Tamarack Trail, Mt. Morris Township

V/L Bray Road, Genesee Township
Parcel ID# 11-16-501-007

V/L Hill Road, Grand Blanc Township
Parcel ID# 12-01-577-010

4171 Hunter Road, Mt. Morris Township
Parcel ID# 14-27-551-285

3479 Tamarack Trail, Mt. Morris Township
Parcel ID# 14-03-551-009

The costs allowable for reimbursement are stated in Attachment H, HOME Investment Partnership Regulations.

The reimbursement schedule agreed to by both parties hereby becomes part of this agreement.

Attachment B

**GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
0.0% INTEREST PAYMENT LOAN PROMISSORY NOTE**

GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

**0.0% INTEREST DEFERRED PAYMENT
LOAN PROMISSORY NOTE**

KNOWN BY ALL PERSONS PRESENT THAT Genesee County Habitat for Humanity, a Michigan Non Profit Corporation, (the "Maker"), whose address is 101 Burton Street, Flint, Michigan 48503 hereby acknowledges itself to owe, and for value received through the HOME Project Loan Agreement, promises to pay to the order of Genesee County (the "County"), through its HOME Investment Trust Fund, or its successors, the principal sum of \$300,716.00 (Three Hundred Thousand, Seven Hundred Sixteen Dollars and Zero Cents).

It is agreed and understood by the undersigned and Genesee County that repayment of this Loan shall be deferred while the undersigned remains the owner of the Project and Project Properties described in an Agreement dated contemporaneously with this Note between the Owner and the County (the "Loan Agreement"), and while Project properties described in the Agreement remain affordable to low income households as their principal residence until _____, 2031, in accordance with the Agreement. This obligation is secured by a property lien on each Project property executed contemporaneously with this Note (the "Property Lien").

A default under the Loan Agreement shall constitute a default under this Note, and shall cause the full amount of this Note to become due and payable according to the following repayment schedule. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: \$300,716.00

- (1) Default within one year from the date of the Loan will require a repayment of 100% of the Loan funds utilized at that date and not to exceed \$300,716
- (2) Default within two years but more than one year from the date of Project Completion in accordance with the Loan will require a repayment of fourteen/fifteenths of the Loan, i.e., \$280,668
- (3) Default within three years but more than two years from the date of Project Completion in accordance with the Loan will require a payment of thirteen/fifteenths of the Loan, i.e., \$260,620
- (4) Default within four years but more than three years from the date of Project Completion in accordance with the Loan will require a payment of twelve/fifteenths of the Loan, i.e., \$240,564
- (5) Default within five years but more than four years from the date of Project Completion in accordance with the Loan will require a payment of eleven/fifteenths of the Loan, i.e., \$220,517
- (6) Default within six years but more than five years from the date of Project Completion in accordance with the Loan will require a payment of ten/fifteenths of the Loan, i.e., \$200,470
- (7) Default within seven years but more than six years from the date of Project Completion in accordance with the Loan will require a payment of nine/fifteenths of the Loan, i.e., \$180,423
- (8) Default within eight years but more than seven years from the date of Project Completion in accordance with the Loan will require a payment of eight/fifteenths of the Loan, i.e., \$160,376
- (9) Default within nine years but more than eight years from the date of Project Completion in accordance with the Loan will require a payment of seven/fifteenths of the Loan, i.e., \$140,329
- (10) Default within ten years but more than nine years from the date of Project Completion in accordance with the Loan will require a payment of six/fifteenths of the Loan, i.e., \$120,282
- (11) Default within eleven years but more than ten years from the date of Project Completion in accordance with the Loan will require a payment of five/fifteenths of the Loan, i.e., \$100,235
- (12) Default within twelve years but more than eleven years from the date of Project Completion in accordance with the Loan will require a payment of four/fifteenths of the Loan, i.e., \$80,188

- (13) Default within thirteen years but more than twelve years from the date of Project Completion in accordance with the Loan will require a payment of three/fifteenths of the Loan, i.e., \$60,141
- (14) Default within fourteen years but more than thirteen years from the date of Project Completion in accordance with the Loan will require a payment of two/fifteenths of the Loan, i.e., \$40,094
- (15) Default within fifteen years but more than fourteen years from the date of Project Completion in accordance with the Loan will require a payment of one/fifteenths of the Loan, i.e., \$20,047

IN THE EVENT the Maker defaults in any terms of this Note, the Note shall become due and payable as provided above, and the Maker shall pay all costs of collection, if any, including attorney's fees and legal expenses.

This Note is secured by the Property Lien described above of contemporaneous date with this Note and recorded with the Register of Deeds in Genesee County, Michigan. The indebtedness evidenced by this Note is a non-recourse obligation. In the event of default hereunder, the County, its successors and assigns, shall not be entitled to a deficiency judgment hereunder, it being understood that the liability of the Maker is limited to its interest in the property subject to the Property Lien. None of the partners, directors, officials, agents, or employees of the CHDO shall have any personal liability for repayment of the Loan.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this

_____ day of _____, 2016.

OWNER: Margaret Kato, Executive Director
Genesee County Habitat for Humanity

WITNESS:

STATE OF MICHIGAN)
) §
COUNTY OF GENESEE

On this _____ day of _____, 2016, before me a Notary Public for said County, personally came the above named Margaret Kato known to be to be the person who executed the foregoing instrument, and did acknowledge the same to be his/her free act and deed.

Notary Public, State of Michigan, County of Genesee
Date Notarial Act performed: _____
My Commission expires: _____

Approved as to form by:
Andrew C. Thompson, Assistant Corporation Counsel
Genesee County Office of Corporation Counsel

Attachment C

PROPERTY LIEN

V/L Bray Road, Genesee Township

Parcel ID# 11-16-501-007

Legal: LOT 6 LEATHERS ESTATE SEC 16 T8N R7E

V/L Hill Road, Grand Blanc Township

Parcel ID# 12-01-577-010

Legal: N-2008-52 LOT 212 ORCHARD HAVEN NO 4 SEC 12 T6N

4171 Hunter Road, Mt. Morris Township

Parcel ID# 14-27-551-285

Legal: LOTS 11 & 12 BLK K MAYFAIR (07) FR 14-27-551-176 & 177

3479 Tamarack Trail, Mt. Morris Township

Parcel ID# 14-03-551-009

Legal: LOT 9 BRENT CREEK VALLEY ESTATES

GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
PROPERTY LIEN

WITNESSETH BY THIS INDENTURE, made this _____ day of _____, 2016 and recorded,

THAT Genesee County Habitat For Humanity, 101 Burton Street, Flint, Michigan 48503 (the "Owner"), hereby grants and conveys to Genesee County, through Genesee County Metropolitan Planning Commission, Room 223, 1101 Beach Street, Flint, Michigan 48502 (the "County"), a lien in the following described lands and premises situated in the County of Genesee and State of Michigan:

Property Description:

See Attachment C.

TOGETHER with all improvements and appurtenances thereon, now or hereinafter constructed (the "Property"), to secure the repayment of a promissory note of even date with this Property Lien in the amount of Three Hundred Thousand, Seven Hundred Sixteen Dollars and Zero Cents (\$300,716.00) at interest of zero percent (0 %) per annum (the "Note"), payable according to the terms described in the Note. This loan (the "Loan") has been made by the County to the Owner for the sole purpose of assisting the Owner with a project for the acquisition, construction, rehabilitation and subsequent sale of units to low income households as described in the HOME Investment Partnerships Program Project Agreement Loan between Owner and the County executed contemporaneously with the Note and this Project Lien.

The Owner further covenants:

1. That it will not sell, transfer or otherwise alienate the Property or any portion thereof without the express written agreement of the County during the 15 Year Period of Affordability ending on _____, 2031. If Owner sells, transfers, rents other than to eligible low income Tenants, or otherwise alienates the said premises, it shall be an event of default, and the full amount due hereunder at that time in accordance with the terms of the Promissory Note.
2. In the event of a default during the Period of Affordability, the entire amount of the HOME Investment Partnerships Program Loan shall be due in full to be paid by the Owner to the Genesee County HOME Investment Trust Fund in accordance with the terms of the Promissory Note.
3. If default occurs during the Period of Affordability and the Note is not satisfied in accordance with its terms, the County may foreclose on this Property Lien in accordance with applicable law.
4. This Property Lien shall expire automatically at 5:00 P.M. on _____, 2031.

The covenants herein shall bind, and the benefits and advantages inure to the respective heirs, assigns, and successors of the parties.

SIGNED AND DELIVERED by the Owner(s) to the County on the day and year first above written.

Margaret Kato, Executive Director
On behalf of Genesee County Habitat
for Humanity

Derek Bradshaw, Director Coordinator
Genesee County Metropolitan Planning
Commission

NOTARY PAGE TO FOLLOW

NOTARY FOR THE COUNTY OF GENESEE

County of Genesee)
§
State of Michigan)

On this _____ day of _____, 2016, before me a Notary Public in and for said County, personally appeared Derek Bradshaw who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

Notary Public, State of Michigan, County of Genesee
Date Notarial Act performed: _____
My Commission expires: _____

NOTARY FOR THE PROPERTY OWNER

County of Genesee)
§
State of Michigan)

On this _____ day of _____, 2016, before me a Notary Public in and for said County, personally appeared Margaret Kato who being by me sworn, did acknowledge and say that she is authorized to sign this agreement.

Notary Public, State of Michigan, County of Genesee
Date Notarial Act performed: _____
My Commission expires: _____

Approved as to form by:
Andrew C. Thompson, Assistant Corporation Counsel
Genesee County Office of Corporation Counsel

Prepared by and return to:

Genesee County Metropolitan Planning Commission
Community Development Program
Room 223, Genesee County Administration Building
1101 Beach Street
Flint, Michigan 48502-1470

Attachment D

Maximum Subsidy Limits

FHA Mortgage Limits - Genesee County, Michigan

The following table is an Example of Current FHA Mortgage Limits for Genesee County, Michigan and is provided only as an example. Mortgage limits are constantly updated. Please refer to HUD's website for current FHA Mortgage Limits.

Mortgage Maximums Last Revised as of November 2014 for 2016

County Name	State	One-Family	Two-Family	Three-Family	Four-Family
GENESEE	MI	\$271,050	\$347,000	\$419,425	\$521,250

Attachment E

Genesee County HOME Reimbursement Request Form

**HOME PROGRAM
REQUEST FOR REIMBURSEMENT**

Agency Name: <u>Habitat for Humanity</u>	Contact Name: <u>Margaret Kato</u>
Type of Request: Final <input type="checkbox"/> Partial: <input type="checkbox"/>	Partial Request Number: _____
Property Address:	
Prime Contractor:	Contractor Address: <u>101 Burton Street, Flint, 48503</u>
Phone Number:	GEMS Number:
Total Contract Amount: \$	IDIS Activity Number:

REIMBURSEMENT REQUEST

	Requested:		Staff Review/Approved/Comment:
Professional Costs:	_____	/	
Site Work:	_____	/	
Construction Costs:	_____		
Land Acquisition:	_____		
Soft Costs:	_____	/	
Permits:	_____		
Bonds:	_____	/	
Printing/Advertise:	_____	/	
General Requirements:	_____	/	
Builder Overhead/Profit:	_____	/	
Developer Fee:	_____	/	
TOTAL REQUEST:	_____	/	

REHABILITATION/CONSTRUCTION SUPPORTING DOCUMENTATION

Partial Payment		Final Payment	
<input type="checkbox"/> Payment Request	<input type="checkbox"/> Conditional Waivers	<input type="checkbox"/> Payment Request	<input type="checkbox"/> Conditional Waivers
<input type="checkbox"/> Invoice	<input type="checkbox"/> Warranty Papers, etc.	<input type="checkbox"/> Invoice	<input type="checkbox"/> Warranty Papers, etc.
<input type="checkbox"/> Sworn Statement	<input type="checkbox"/> Permit Copies	<input type="checkbox"/> Sworn Statement	<input type="checkbox"/> Permit Copies
<input type="checkbox"/> Unconditional Waivers from suppliers		<input type="checkbox"/> Unconditional Waivers from suppliers	
<input type="checkbox"/> Inspection Copies		<input type="checkbox"/> Inspection Copies	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Copies of Checks written to Contractors		<input type="checkbox"/> Copies of Checks written to Contractors	
Organization Requesting Reimbursement		CD Staff Reimbursement Review	
Organization Name: _____		Staff Reviewed: _____	
Authorized Signature: _____		Rehab Staff Inspected: _____	
Date Submitted: _____		Principal Planner Review: _____	
		(Asst) Dir-Coord Review: _____	

Attachment F

Genesee County HOME Program Monthly Progress Report

Attachment G

Section 3 Business and Resident Certification Forms

Attach the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation in a public assistance program
- Copy of previous year's income tax returns for Section 3 residents

For business claiming Section 3 status due to at least 30% of its current workforce is Section 3 residents, or were Section 3 residents when first hired (if within the last three years) please provide:

- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Copy of previous year's income tax returns for Section 3 residents

For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses:

- List of subcontracted Section 3 business(es), subcontract amount, and date of subcontract

FY 2015 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$53,800

MAXIMUM HIP INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$11,770	\$19,000	\$22,650	\$30,350
Two Person	\$15,930	\$21,700	\$25,850	\$34,700
Three Person	\$20,090	\$24,400	\$29,100	\$39,500
Four Person	\$24,250	\$27,100	\$32,300	\$43,350
Five Person	\$28,410	\$29,300	\$34,900	\$46,850
Six Person	\$31,450	\$31,450	\$37,500	\$50,300
Seven Person	\$33,650	\$33,650	\$40,100	\$53,800
Eight Person	\$35,800	\$35,800	\$42,650	\$57,250

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RESIDENT EMPLOYMENT OPPORTUNITY DATA

GENESEE COUNTY, MICHIGAN
ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____
_____ and meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Copy of the most recent year's income tax return
<input type="checkbox"/> Other evidence _____	

Signature

Print Name

Date

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

SECTION 3 INCOME LIMITS

All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

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Attachment H

HOME Investment Partnership Act (HOME Program)

PART 92

Attachment I

HUD Contract Provisions per 24 CFR 85.36(i)

It is agreed between the Parties that the Contractor affirms to follow all the provisions in 24 CFR 85.36(i) as follows:

A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). [53 FR 8068, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19642, Apr. 19, 1995]
14. Compliance with Genesee County's Drug Free Workplace Act of 1988.