COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE
Wednesday, June 11, 2014, 9:30 a.m.
AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES - May 14, 2014

IV. PUBLIC COMMENTS TO THE COMMITTEE

V. COMMUNICATIONS
   A. C061114VA: Region 6 Regional Prosperity Plan Update

VI. COMMUNITY DEVELOPMENT
   A. C061114VIA: 2014 HOME Investment Partnerships Program Funding Awards
   B. C061114VIB: Transfer of Community Development Block Grant Funds

VII. ECONOMIC DEVELOPMENT

VIII. ENVIRONMENTAL BUSINESS

IX. OTHER BUSINESS
   A. C061114IXA: Request for Letter of Support - ArtServe Michigan (ROLL CALL VOTE REQUESTED)

X. ADJOURNMENT
MEMORANDUM

TO: Ted Henry, Chairperson
Community and Economic Development Committee

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

DATE: June 11, 2014

SUBJECT: Region 6 Regional Prosperity Plan Update

Responses to the Request for Qualifications (RFQ) for the selection of the Region 6 Regional Prosperity Plan consultant were due May 14th. One response was received and the firm was interviewed by the Consultant Selection Committee on May 20th. At that time, the Consultant Selection Committee determined that they would like to extend the deadline of the RFQ to May 30th in hopes of receiving additional responses.

Six responses were received on May 30th, including a resubmittal from the firm previously interviewed. The members of the Consultant Selection Committee scored each proposal and the three with the best average scores were asked to interview. The interviews will be held June 5, 2014 at the City of Lapeer. The Selection Committee will then make a recommendation, which will be taken to a Special Meeting of the Genesee Lapeer Shiawassee Region V Planning and Development Commission on June 9, 2014 for approval to enter into a contract.

The next Region 6 Steering Committee meeting will be on June 12, 2014 at the Lapeer County Health Department. The agenda for the meeting will include the election of a Chair and Vice Chair for the Steering Committee.
MEMORANDUM

TO: Commissioner Ted Henry, Chairperson

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

DATE: June 11, 2014

SUBJECT: 2014 HOME Investment Partnerships Program Funding Awards

Project applications for the HOME Investment Partnership (HOME) Program for Community Housing Development Organizations (CHDO) were due on April 14, 2014. Genesee County Habitat for Humanity submitted the only application for both CHDO certification and a construction project. Metro Community Development also sent a request for additional funds under their current Affordable Mortgage Program.

Habitat is requesting $368,600 to rehabilitate one single family home, located in the City of Burton, and to complete four new construction homes, one in the City of Fenton, one in Mt. Morris Township and two in Thetford Township.

Metro Community Development (MCD) submitted a request for $150,000 in additional HOME funding for the HOME Affordable Mortgage program. MCD is currently under contract with GCMPC to provide mortgage lending services to very low-income residents to assist with the purchase of Neighborhood Stabilization Program (NSP) homes. The current contract amount is $210,000, which has funded six mortgages, with one additional mortgage in progress, for NSP buyers. The funding also covers loan servicing.

The additional HOME funding will provide assistance to approximately three to six families, depending on mortgage amounts. This funding will also help the County in meeting the NSP set-aside requirement that 25% of NSP grant funds be used to assist very low-income (50% AMI) households.

At this time, the Allocation Committee is recommending approval of awarding HOME Investment Partnership Program funds to Genesee County Habitat for Humanity for $368,600 and to Metro Community Development for $150,000, along with the contractual agreements with language that substantially conforms to the agreements attached. It is requested that these recommendations be forwarded to the Genesee County Board of Commissioners for approval.

VIA

An Equal Opportunity Organization

Equal Housing Opportunity
AMENDMENT #2 to the
Affordable Mortgage Program Agreement
Between The County of Genesee
And
Metro Community Development

This Amendment is effective the _____ day of June, 2014, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and Metro Community Development a Michigan non-profit corporation, whose principal place of business is located at 503 S. Saginaw Street, Suite 804, Flint, MI (the “Contractor”) (the Contractor and the County together, the “Parties”).

WHEREAS, the Parties executed an Affordable Mortgage Program effective June 19, 2013 (the “Agreement”), pursuant to which the Contractor would provide mortgage lending services to very low-income homebuyers and funds to acquire single-family properties rehabilitated under Genesee County’s Neighborhood Stabilization Program.; and

WHEREAS, the Parties wish to amend the Agreement to Scope of Services:

NOW THEREFORE, the Parties agree as follows:

1. The County will provide the Contractor up to an additional $150,000 in HOME Program grant funds for a total project cost of $360,000. The funding will be set up to provide mortgage lending services to very low-income homebuyers and funds to acquire single-family properties rehabilitated under Genesee County’s Neighborhood Stabilization Program.

2. The remaining terms of the agreement remain unchanged and in full effect.

METRO COMMUNITY DEVELOPMENT  GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

By: ____________________________  By: ____________________________
Ravi Yalamanchi, Director  Derek Bradshaw, Director-Coordinator

Date:_________________________  Date:_________________________

Approved as to form:

__________________________________  Corporation Counsel
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 _________________, 2014, 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, 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 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 rehabilitation of 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 $368,600.00 (Three Hundred Sixty-Eight Thousand, Six Hundred Dollars) 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 be limited to, eligible, reasonable, and necessary costs associated with the rehabilitation of affordable, single family housing as described on Attachment A of this Agreement (the "Project"), such development to be located at a maximum of five (5) 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 April 17, 2013, and ending on April 17, 2028. This Agreement shall terminate on April 17, 2028.

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 April 17, 2014. The County will uncommit 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 rehabilitating and constructing a maximum of five (5) 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, rehabilitation 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 rehabilitation of the site(s).

5. Construction materials and labor.


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 CFR §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 rental 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 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 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 original, sex, religion, familial status or disability.

   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 Project, 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. Business that provide evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded 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 2011 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. The CHDO must submit annually for review and approval, tenant rents and income verifications and recalculation of maximum rents for each HOME assisted unit within the Project.

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
Genesee County Habitat For Humanity
A Michigan Non Profit Corporation

County
County of Genesee

By: ______________________________
Margaret Kato, Executive Director
Genesee County Habitat For Humanity
Date: ___________________________

By: ______________________________
Derek Bradshaw, Director-Coordinator
Genesee County Metropolitan Planning Commission
Date: _____________________________

For the County of Genesee:

County of Genesee)
)SS
State of Michigan

On this __________ day of ______________ 2014 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)
)SS
State of Michigan

On this __________ day of ______________ 2014 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 rehabilitation of one (1) property and the construction of four (4) homes. 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 20 years.

PROJECT PROPERTY DESCRIPTION:

6249 Mercury Burton $40,000.00 (Rehabilitation)
703 Main Street Fenton $80,000.00
5253 Linden Road Mt Morris $80,000.00
V/L N Center Road Thetford $84,300.00
V/L N Center Road Thetford $84,300.00

6249 Mercury, Burton
Parcel ID#5913502038

703 Main Street, Fenton
Parcel ID#5325400002, vacant land

5253 Linden Road, Mt. Morris
Parcel ID#4105251037, commonly known as Linden Road, vacant lot

9053 V/L N Center Road, Thetford
Parcel ID#251733400007

9053 V/L N Center Road, Thetford
Parcel ID#251733400007

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

The reimbursement schedule agreed to by both parties hereby become 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 $368,600.00 (Three Hundred Sixty-Eight Thousand, Six Hundred 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 March 1, 2034, 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: $368,600.00

(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 $368,600

(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 nineteen/twentieths of the Loan, i.e., $350,170

(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 eighteen/twentieths of the Loan, i.e., $331,740

(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 seventeen/twentieths of the Loan, i.e., $313,310

(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 sixteen/twentieths of the Loan, i.e., $294,880

(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 fifteen/twentieths of the Loan, i.e., $276,450

(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 fourteen/twentieths of the Loan, i.e., $258,020

(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 thirteen/twentieths of the Loan, i.e., $239,590

(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 twelve/twentieths of the Loan, i.e., $221,160

(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 eleven/twentieths of the Loan, i.e., $202,730

(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 ten/twentieths of the Loan, i.e., $184,300

(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 nine/twentieths of the Loan, i.e., $165,870
(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 eight/twentieths of the Loan, i.e., $147,440

(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 seven/twentieths of the Loan, i.e., $129,010

(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 six/twentieths of the Loan, i.e., $110,580

(16) 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 five/twentieths of the Loan, i.e., $92,150

(17) 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 four/twentieths of the Loan, i.e., $73,720

(18) 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 three/twentieths of the Loan, i.e., $55,290

(19) 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 two/twentieths of the Loan, i.e., $36,860

(20) 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/twentieths of the Loan, i.e., $18,430

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.

SIGNATURE PAGE TO FOLLOW
IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this
______ day of ____________, 2014.

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

WITNESS

_______________________________
GENESEE COUNTY HABITAT FOR HUMANITY

STATE OF MICHIGAN)
) SS.
COUNTY OF GENESEE

On this _____ day of _____________, 2013, 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

6249 Mercury, Burton
Parcel ID#5913502038, Lot 52 Garden Acres Sub

703 Main Street, Fenton
Parcel ID#5325400002, vacant land

5253 Linden Road, Mt. Morris
Parcel ID#4105251037, commonly known as Linden Road, vacant lot

9053 V/L N Center Road, Thetford
Parcel ID#251733400007

9053 V/L N Center Road, Thetford
Parcel ID#251733400007
GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
CORRECTIVE PROPERTY LIEN

WITNESSETH BY THIS INDENTURE, made this _____ day of ________________, 2014 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 Charter Township of Flint, County of Genesee and State of Michigan:

Property Description:

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 Sixty-Eight Thousand, Six Hundred and no/100 Dollars ($368,600.00) 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, 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 Period of Affordability ending on March 1, 2034. 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 P.M. on March 1, 2034.

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.

PROPERTY OWNER                         GENESEE COUNTY
PRINTED NAME           PRINTED NAME
______________________
PROPERTY OWNER
______________________
PRINTED NAME
NOTARY FOR THE COUNTY OF GENESEE

County of Genesee) )SS
State of Michigan) )

On this _______ day of ___________ 2014, 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: _____________________

NOTARY FOR THE PROPERTY OWNER

County of Genesee) )SS
State of Michigan) )

On this __________ day of _____________ 2014, 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: _____________________

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
## 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 Maximum as of January 1, 2014**

<table>
<thead>
<tr>
<th>County Name</th>
<th>County Code</th>
<th>State</th>
<th>One-Family</th>
<th>Two-Family</th>
<th>Three-Family</th>
<th>Four-Family</th>
<th>Last Revised</th>
<th>Limit Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENESEE</td>
<td>049</td>
<td>MI</td>
<td>$271,050</td>
<td>$347,000</td>
<td>$419,425</td>
<td>$521,250</td>
<td>12/06/13</td>
<td>CY 2014</td>
</tr>
</tbody>
</table>
Attachment F

GENESEE COUNTY HOME PROGRAM

MONTHLY PROGRESS REPORT
**Please submit the applicable information on a monthly basis throughout the terms of the Agreement**

1. Please describe in detail the activities undertaken in the reporting period that demonstrate progress towards the Project. (Attach additional pages if necessary).

2. Provide a copy of the current Pro forma / Budget for individual housing units within the Project.

3. Provide an updated timeline for project completion and discuss issues related to individual housing units within the Project.

4. Provide status of Homebuyers to date. Include those that have been pre-qualified as income and mortgage eligible, and the associated Project address for which HOME assistance will be provided.

5. Explain what affirmative marketing activities were conducted by your agency during the reporting period to attract prospective Homebuyers.
Attachment G

Section 3 Business and Resident Certification Forms
CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business:____________________________________________________

Address of Business:__________________________________________________

Type of Business:  
☐ Corporation  ☐ Partnership  ☐ Joint Venture  
☐ Limited Liability Corporation  ☐ Sole Proprietorship

Type of Work:_________________________________________________________

I _________________________________________, hereby certify that the business
(Print Name and Title)
known as __________________________________________________
(Print business name)

_____ is not a Section 3 business (sign below)

_____ is a Section 3 business because (check one of the following, sign and complete page 2)

______ 51 percent (51%) or more is owned by Section 3 residents*; or

______ 30 percent (30%) of the permanent full time employees are currently
Section 3 residents* or were Section 3 residents* when first hired (if
within the last three years); or

______ The business commits in writing to subcontract over 25 percent (25%)
of the total dollar amount of all subcontracts to be let to businesses
that meet the requirements of paragraphs 1 and 2 of this definition;

AND

The business was formed in accordance with state law and is licensed under state, county or
municipal law to engage in the business activity for which it was formed.

* A Section 3 Resident is a person living in Genesee County who is a Public Housing resident or
who is low income.

Low Income Persons means families whose incomes do not exceed 80% of the annual median
income as adjusted by HUD, for Genesee County (see income limits on page 2).

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.

____________________________    ________________________
Authorizing Name and Signature    Date
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
- PHA/IHA Residential lease less than 3 years from day of employment
- List of employees claiming Section 3 status
- 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 2014 Median Family Income for Flint and Genesee County - $53,300](image)

<table>
<thead>
<tr>
<th>Household Size</th>
<th>30% Extremely Low Income</th>
<th>50% Very Low Income</th>
<th>60% Low Income</th>
<th>80% Moderate Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Person</td>
<td>$11,200</td>
<td>$18,700</td>
<td>$21,850</td>
<td>$29,900</td>
</tr>
<tr>
<td>Two Person</td>
<td>$12,800</td>
<td>$21,350</td>
<td>$25,000</td>
<td>$34,150</td>
</tr>
<tr>
<td>Three Person</td>
<td>$14,400</td>
<td>$24,000</td>
<td>$28,100</td>
<td>$38,400</td>
</tr>
<tr>
<td>Four Person</td>
<td>$16,000</td>
<td>$26,650</td>
<td>$31,200</td>
<td>$42,650</td>
</tr>
<tr>
<td>Five Person</td>
<td>$17,300</td>
<td>$28,800</td>
<td>$33,700</td>
<td>$46,100</td>
</tr>
<tr>
<td>Six Person</td>
<td>$18,800</td>
<td>$30,950</td>
<td>$36,200</td>
<td>$49,500</td>
</tr>
<tr>
<td>Seven Person</td>
<td>$19,850</td>
<td>$33,050</td>
<td>$38,700</td>
<td>$52,900</td>
</tr>
<tr>
<td>Eight Person</td>
<td>$21,150</td>
<td>$35,200</td>
<td>$41,200</td>
<td>$56,300</td>
</tr>
</tbody>
</table>
**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:

- Copy of lease
- Copy of Evidence of participation in a public assistance program
- Copy of receipt of public assistance
- Copy of the most recent year's income tax return
- 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.

<table>
<thead>
<tr>
<th>Number in Household</th>
<th>Very Low Income</th>
<th>Low Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 individual</td>
<td>$11,200</td>
<td>$18,700</td>
</tr>
<tr>
<td>2 individuals</td>
<td>$12,800</td>
<td>$21,350</td>
</tr>
<tr>
<td>3 individuals</td>
<td>$14,400</td>
<td>$24,000</td>
</tr>
<tr>
<td>4 individuals</td>
<td>$16,000</td>
<td>$26,650</td>
</tr>
<tr>
<td>5 individuals</td>
<td>$17,300</td>
<td>$28,800</td>
</tr>
<tr>
<td>6 individuals</td>
<td>$18,600</td>
<td>$30,950</td>
</tr>
<tr>
<td>7 individuals</td>
<td>$19,950</td>
<td>$33,050</td>
</tr>
<tr>
<td>8 individuals</td>
<td>$21,150</td>
<td>$35,200</td>
</tr>
</tbody>
</table>
Attachment H

HOME INVESTMENT PARTNERSHIPS ACT (HOME PROGRAM)

PART 92
Attachment I

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:

**CONTRACT PROVISIONS**

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

MEMORANDUM

TO:           Ted Henry, Chairperson  
              Community and Economic Development Committee

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

DATE:         June 11, 2014

SUBJECT:      Transfer of Community Development Block Grant Funds

The following projects have been completed. To close out the projects, the remaining funds must be transferred out of the project.

At this time, staff is requesting approval of the following transfers of CDBG funds.

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Project</th>
<th>From Project</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,923.00</td>
<td>Recapture</td>
<td>2012 Village of Otisville Sidewalk Improvements, Athletic Street #1965</td>
<td>Project Complete</td>
</tr>
<tr>
<td>$2,815.00</td>
<td>Recapture</td>
<td>2012 City of Montrose Park Improvements, Blueberry Park #1939</td>
<td>Project Complete</td>
</tr>
<tr>
<td>$1,498.00</td>
<td>Recapture</td>
<td>2012 Village of Otter Lake Removal of Architectural Barriers, Village Hall Entrance #1966</td>
<td>Project Complete</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Ted Henry, Chairperson  
Community and Economic Development Committee

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

DATE: June 11, 2014

SUBJECT: Request for Letter of Support - ArtServe Michigan

ArtServe Michigan, located in Wixom, Michigan, is applying to the U.S. Economic Development Administration for up to $100,000 under its Planning and Technical Assistance Grant Program for Phase 2 of the Creative Industries Research, Reporting and Dissemination Project. The grant application is due June 13, 2014.

The project will conduct research on Michigan’s creative industries statewide, with regional focus on Detroit (Wayne, Oakland, and Macomb Counties), Ann Arbor (Washtenaw County) and Flint (Genesee County). The Phase 2 initiative will focus on updating research and data analysis, benchmarking Michigan against state and regional competitors in the U.S. for creative and design industries. This information will help guide strategies to attract and retain talent and businesses. Highlights of the results from Phase I are attached for your review.

At this time, staff is requesting a Letter of Support for the ArtServe Michigan Creative Industries Research, Reporting and Dissemination, Phase 2 project.
Dear Ms. Goulet:

Thank you for sharing information regarding ArtServe Michigan’s proposal to the U.S. Economic Development Administration, under its Planning and Technical Assistance Grant Program, to conduct Phase 2 research on Michigan’s creative industries on a statewide basis, with regional focus areas including Detroit (Wayne, Oakland and Macomb Counties), Ann Arbor (Washtenaw County), Flint (Genesee County) and Grand Rapids (Kent County). This letter confirms that Genesee County supports ArtServe’s proposed initiative and its efforts to seek funding from the U.S. Economic Development Administration and affirms that the organization is acting in cooperation with the County.

ArtServe Michigan’s proposed research initiative provides valuable information to document the extent, composition and contributions of the creative and design industries in the Flint region and statewide. ArtServe’s 2014 Creative Industries Report, released in January under its Creative State Michigan brand, revealed that Genesee County was in the top six counties by the number of creative establishments, employees and wages, and defined the top five core creative industries in advertising, design, literary/publishing/print, film/audiovisual/broadcasting and architecture.

The second comprehensive study will deepen our understanding of the creative and design industries in our region and engage local creative leaders to identify key relationships, growth sectors, supply chain gaps and opportunities that will position our region to develop strategies to cultivate economic growth of these industries and attract creative talent to our region. This will provide important information to guide strategies for attracting and retaining talent and cultivating a vibrant business climate. The project will also further the goal of strengthening the region’s community assets, with its focus and inclusion of both the nonprofit and for profit creative industries, including the rich array of arts and cultural resources that contribute powerfully to our region’s quality of place.

Thank you again for sharing the information on this proposed project and the invitation to participate as the design of the study gets underway and community creative leadership is convened for discussion and strategy work. Genesee County looks forward to partnering with you in this endeavor.

Sincerely,

NAME, TITLE
Genesee County, Michigan
Introduction
In 2014, ArtServe Michigan will initiate a second phase of comprehensive research, analysis and reporting on the extent, composition and contributions of Michigan's creative and design industries – statewide and in key regions including Detroit, Ann Arbor, Flint and Grand Rapids – and providing a solid foundation for the development of economic strategies cultivating growth opportunities for creative jobs and businesses. This effort is designed as an expansion of ArtServe’s Creative State Michigan research initiative, launched in 2012 with a series of annual reports on the economic and social contributions of Michigan's nonprofit arts and cultural sector (www.creativestatemi.org).

With an aim of cultivating growth opportunities for Michigan’s creative economy – for profit and nonprofit – in spring 2013 ArtServe embarked on a new research project, in partnership with the Detroit Creative Corridor Center and Data Driven Detroit, to comprehensively define and measure the influence of the creative and design industries — to Michigan’s economy. Released in January 2014, ArtServe’s first Creative Industries Report provides a comprehensive snapshot of Michigan's creative and design industries – sole proprietor individual artists and independent creative entrepreneurs, for profit creative businesses and nonprofit arts and cultural organizations – in core industries such as advertising, literary/publishing/print, design, film/audiovisual/broadcasting, and architecture.

The Phase 2 initiative will focus on updating research and data analysis, benchmarking Michigan against state and regional competitors in the US, engaging creative industry leaders and stakeholders in evaluating the findings, discussing needs and opportunities for cultivating sector growth, highlighting case study models, and disseminating and promoting findings and recommendations via interactive web, online and print media. ArtServe seeks to position Phase 2 findings and recommendations as a framework for the development of state and regional economic development priorities, strategies and investments to strengthen and grow jobs and businesses in across Michigan's creative and design industries.

Data Sources and Key Analytics
The research includes county, Metropolitan Statistical Areas (MSA), State of Michigan and US breakdowns for data. The research uses data from US Census Nonemployer Statistics - self employed sole proprietorships, unincorporated businesses, incorporated small businesses without employees (NES); US Bureau of Labor Statistics Quarterly Census of Employment and Wages (QCEW); and US Bureau of Labor Statistics Occupational Employment Statistics (OES). All sources are publicly available through the Bureau of Labor Statistics or the US Census Bureau. ArtServe selected and categorized NAICS and SOC codes for this research based on a review of existing research and research methodologies of other groups undertaking similar work in the US and internationally. A key resource used was America’s Creative Economy, a study by The Creative Economy Coalition of the National Creativity Council released in August.
2013 documenting 27 creative industries research initiatives in the US and their similarities in defining the creative industries.

Key analytics include:

1) Ranking in the area by industry
2) Revenue generated by and distributed through creative industries
3) Comparison of jobs – total direct jobs, number of total jobs by industry, and job gains/losses over time
4) Average salary by industry and of creative industry by sector
5) Self-employed/non employers
6) List of sectors with the most self-employed
7) Number of firms in the creative industry by sector – self-employed
8) Industry Snapshot by Sector – number of establishments, jobs, revenue and wages

Phase 1 Research Findings
In 2011, the creative industries put nearly 75,000 people to work in more than 9,700 businesses in Michigan – 3.1% of state employment totals and 4.6% of state business totals -- in leading core industries such as advertising, the publishing and printing industry, design, film/media and broadcasting and architecture. Michigan has an outstanding tradition of producing creative ideas, content, products and services of global significance. The value of Michigan’s creative industries sector is shown in its rich artistic, cultural, and creative offerings produced by individuals, companies and organizations. The creative sector in Michigan represents a strategic opportunity for economic growth and this research is designed as the foundation for creating an evidenced-based approach for assessing its impact and growth trends over time.

Highlights of the report include:

- ArtServe Michigan selected and categorized 141 NAICS and 96 SOC codes for the full study based on a review or existing research and research methodologies of other groups undertaking similar work in the US. This report focuses on a total of 67 6-digit NAICS codes for QCEW study.
- In 2011, Michigan’s creative industries accounted for 9,758 workplaces and 74,049 employees -- 3.1% of the $115,089,029,996 total state wages and 4.6% of 211,030 businesses statewide.
- A select list of 37 NAICS codes represents 53.8% of all wages for core creative industry establishments totaling $1,913,876,155. These selected creative industry wage snapshots reveal the top 5 earners including: advertising ($560,900,780), literary/publishing/print ($357,658,310), design ($321,817,509), film/audiovisual/broadcasting ($233,472,123) and architecture ($196,214,862).
- 2010 non-employer data in Michigan's 22 core creative industry accounts for $2.5 million ($2,552,107) in total sales and $80,652 in total non-employer establishments.
- The top 5 counties for creative industries, determined by wages, employees and number of establishments, listed in order are Oakland, Wayne, Kent, Washtenaw and Macomb counties. Oakland County’s total employee wages exceeded $1.3 billion; Wayne County, $808 million; Kent County, $248 million; Washtenaw County, $181 million; and Macomb County, $175 million.

Phase 2 Research, Reporting and Dissemination
In June 2014, ArtServe will submit a proposal to the US Economic Development Administration requesting up to $100,000 through the 2012 Planning and Technical Assistance program to support the Phase 2 Creative Industries Research, Reporting and Dissemination project. The project will be designed for
 statewide and regional focus in Detroit, Ann Arbor, Flint and Grand Rapids. ArtServe is partnering with the Michigan Economic Development Corporation, Detroit Creative Corridor Center and Prima Civitas Foundation for Phase 2.

For this phase, ArtServe seeks to engage federal, state and regional partners such as the US Economic Development Administration, Michigan Economic Development Corporation, and regional economic development groups such as the Detroit Creative Corridor Center, Design West Michigan, Kendall College of Art & Design at Ferris State University, University Research Corridor as examples.

ArtServe is also interested in developing partnerships with the Michigan Prosperity Regions to align research and recommendations with Governor Snyder’s efforts to align all state programs and services across 10 regions statewide.

The proposed Phase 2 scope of work includes the following activities:

- Engage a national advisor from The Creative Economy Coalition of the National Creativity Network to guide and counsel ArtServe and its partners in the planning, design and implementation of this project.
- Engage a research consultant partner with demonstrated professional and technical experience and expertise in creative industries research and analysis at the national and international levels, to be responsible for conducting the research and analysis using the baseline data from Phase 1 and other sources as appropriate, and to assist with producing the written report and related dissemination resources and tools.
- Update prior contextual literature review, as may be necessary, to document international and national best practice models for creative and design industries research, reporting, case-making and public policy initiatives employed to advance the sector.
- Evaluate and further refine the quantitative methodology for defining and tracking the economic influence of the creative industries in Michigan and key regions (specifically to investigate whether the NESTA dynamic mapping methodology using creative intensity measures can be exported to the US/Michigan).
- Assess and benchmark Phase 2 research findings against selected cities, regions or states identified as strategic comparative models and including, at a minimum: Austin, Boston, Chicago, Cleveland, Los Angeles, Milwaukee, Minneapolis/St. Paul, New Orleans, Pittsburgh, San Francisco and Seattle.
- Coordinate with other entities conducting related research or studies in Michigan to maximize opportunities to align, utilize, share and learn from such complementary initiatives while avoiding duplication of efforts.
- Convene regional/statewide partner and stakeholder conversations to evaluate findings and develop recommended regional and statewide policy/program/investment recommendations as part of a strategic plan to advance economic growth in Michigan’s creative industries.
- Convene a series of interdisciplinary brainstorming and ideation workshops with key state/regional stakeholders, and individual meetings as necessary, to evaluate and discuss findings and implications, identify other critical analytics and data needed on the sector, define opportunities and recommended actions/strategies, and identify model projects for case study purposes.
- Develop qualitative case studies documenting Michigan’s creative and design industries through stories to illuminate the data and growth opportunities of the sector.
- Define existing infrastructure, gaps and opportunities to strengthen resources and supports needed to cultivate sector growth and prosperity, and develop a Creative Industries Resource Toolkit.
• Prepare, publish and disseminate a comprehensive written report and design an interactive website using data visualization to share findings and recommendations. ArtServe will seek bids from Michigan-based firms to design and produce these strategic communication tools.

• Host a Creative and Design Industries Summit by the second quarter of 2015, in collaboration with key partners such as the Michigan Economic Development Corporation, Detroit Creative Corridor Center and Prima Civitas Foundation, to disseminate findings, highlight case studies, and engage key state and regional stakeholders in dialogue on strategic opportunities to cultivate growth of Michigan’s creative and design industries – jobs and businesses.

The completion of phase 2 would ensure that the research is robust, easy to update and benchmark, that in its dissemination makes an impact on state and regional decision-makers and stakeholders, and that it leads to informed evidenced-based advocacy and policy development aimed at developing economic growth and prosperity for Michigan’s creative and design industries.
ABOUT CREATIVE STATE MICHIGAN
Creative State Michigan is an initiative of ArtServe Michigan to provide the source for data and information on the significant contributions and impacts of the arts, culture, arts education and creative industries to Michigan, its people, communities and economy. Under the Creative State Michigan brand, ArtServe Michigan is conducting and reporting research and information, and sharing case studies, models, and media articles illustrating the vital role of the creative economy and its growth sector opportunities in Michigan’s reinvention. http://creativestatemi.artservemichigan.org/

ABOUT ARTSERVE MICHIGAN
ArtServe Michigan is the statewide nonprofit organization leading advocacy for the transformative power of the creative economy in Michigan. Our case – the creative sector is an essential ingredient to Michigan’s reinvention; contributing jobs and economic benefits, creating vibrant communities to attract/retain business and talent, supporting statewide cultural tourism aims, and transforming the lives of people of all ages.

http://artservemichigan.org/