



GENESEE COUNTY METROPOLITAN
PLANNING COMMISSION

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION COMMUNITY DEVELOPMENT PROGRAM

1101 Beach Street – Room 223, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmnpc.org



DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

COMMUNITY DEVELOPMENT PROGRAM ALLOCATION COMMITTEE MEETING

Monday, April 20, 2020

11:00 A.M.

Conference Call Meeting
Dial-In Number: (425) 436-6260
Access Code: 827 3437

AGENDA

- I. Call to Order
- II. Roll Call
- ***III. Minutes of the February 27, 2020 Meeting (attached)
- ***IV. Approval of 2020-2024 Genesee County Consolidated Plan and 2020 Action Plan (attached)
- ***V. Neighborhood Stabilization Program (NSP) and HOME Program Participating Lender Agreements – TCF Bank (attached)
- ***VI. Forest Township 2019 CDBG Project Request (attached)
- ***VII. Metro Community Development HOME Program Contract Approval (attached)
- ***VIII. Genesee: Our County, Our Future Plan Approval (attached)
- IV. HUD Update
- X. Other Business
- XI. Adjournment

****Indicates Action Item*



Equal Housing Opportunity

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**COMMUNITY DEVELOPMENT PROGRAM
ALLOCATION COMMITTEE MEETING
February 27, 2020 11:00 a.m.**

MINUTES

The Allocation Committee met at 11:00 a.m. on Thursday, February 27, 2020, in the Conference Room of the Genesee County Metropolitan Planning Commission (GCMPC), 1101 Beach Street, Room 223, Flint, Michigan.

 **I. CALL TO ORDER**

Sheila Taylor called the meeting to order at 11:00 a.m.

 **II. ROLL CALL**

Present: Colleen Brown, Brad Dick, David Martin, Kim Courts, Sheila Taylor, Stephen Fuhr, and Terry Peck.

Absent: Christine Durgan, Ellen Ellenburg, Mark Emmendorfer, and Jeff Lutze.

Others Present: Damon Fortney, Katie Mehl, and Nichole Odette.

 **III. MINUTES OF THE JANUARY 23, 2020 MEETING**

 **Motion: Action:** Approve, **Moved by** Stephen Fuhr, **Seconded by** Terry Peck, to approve the minutes of the January 23, 2020 meeting as presented.

Motion passed unanimously.

 **IV. BUDGET TRANSFER REQUEST – VIENNA TOWNSHIP**

Damon Fortney explained that Vienna Township completed their 2018 Blight Elimination and Prevention project with \$43,586.35 in funds remaining. The Township had planned to demolish two additional properties with those funds; however, the properties were privately owned, and only publicly owned properties may be demolished using CDBG funding. The Township has requested to move the remaining funds to the Home Improvement Program (HIP). Staff keeps track of HIP funds spent in each community and will be able to update Vienna Township on how much funding was awarded to its residents.

 **Motion: Action:** Approve, **Moved by** Kim Courts, **Seconded by** Stephen Fuhr, to approve the transfer of \$43,586.35 from Vienna Township's 2018 Blight Elimination and Prevention project to 2018 CDBG Home Improvement Program funds.

Motion passed unanimously.

 **V. DRAFT 2020-2024 GENESEE COUNTY CONSOLIDATED PLAN AND 2020 ACTION PLAN**

Katie Mehl explained that the 2020-2024 Consolidated Plan identifies the priorities, goals and expected outcomes for programs, projects and activities funded by HUD, such as the CDBG, HOME, and ESG Programs. The City of Flint receives its own funding from HUD and 29 of the remaining 32 municipalities participate in Genesee County's Community Development Program. The Plan's primary goals were determined using data provided by HUD, Census data, a housing conditions survey, a public needs survey, public input sessions, discussions with local agencies, and stakeholder interviews. Genesee County is estimated to receive \$13.9 million in funding over the next five years. For 2020, the County's total allocation increased by \$53,000; the County will receive \$1,843,072 in CDBG funding, \$834,928 in HOME funding, and \$160,607 in ESG funding. The public comment period for the Consolidated Plan and Action Plan will begin on March 1st and end on March 31st, with a public hearing on March 11th during the Community and Economic Development Committee meeting. The public will also be able to comment on the Plan at three public input sessions being held during the last week of March. Final approval will be requested from this Committee prior to sending the Plan to HUD. Discussion ensued.

 **Motion: Action:** Approve, **Moved by** Stephen Fuhr, **Seconded by** Kim Courts, to approve the Draft 2020-2024 Genesee County Consolidated Plan and 2020 Action Plan to go out for public comment.

Motion passed unanimously.

VI. GENESEE: OUR COUNTY, OUR FUTURE UPDATE

Damon Fortney explained that staff has been working to incorporate comments received from agencies and committees regarding the *Genesee: Our County, Our Future* Plan. Public comment for the Plan will begin on March 9th. Along with the 2020-2024 Consolidated Plan, the public will be able to comment on the Plan during the three public input sessions being held the last week of March. Staff is also working to update the www.ourfuturegenesee.org website, including the on-line mapping tool, and changing all reports to a flip book format. Final approval for the *Genesee: Our County, Our Future* Plan will be requested from this Committee in April.

VII. HUD UPDATE

Damon Fortney explained that during January and February staff has been monitoring local units that participate in the CDBG Program to ensure they are meeting federal requirements. Included in the monitoring visit are the review of individual project files, review of the municipality's conflict of interest policy, and procedures for handling cash. Over-all, the visits have been going very well.

Mr. Fortney stated that staff was recently notified that the Shelter of Flint no longer wants to be the designated Housing Assessment and Resource Agency (HARA) for Genesee County. MSHDA requires each county have a designated HARA agency in order to receive state funding. Continuum of Care staff held a brainstorming meeting today in regard to which local agency may assume the responsibility

 **VIII. OTHER BUSINESS**

David Martin stated that he attended the ribbon cutting for the Community Navigation desk in the lobby of the Consumer's Energy building. Now customers will be offered resources when they are experiencing difficulty in paying not only their energy bills, but other household bills.

 **IX. ADJOURNMENT**

Ms. Taylor adjourned the meeting at 11:30 a.m.

Respectfully submitted,
Nichole Odette, Secretary
Genesee County Metropolitan Planning Commission

Draft



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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: April 20, 2020

SUBJECT: **Approval of the 2020-2024 Consolidated Plan and 2020 Genesee County Action Plan**

Genesee County has received their expected Program Year 2020 allocations for all Community Development Programs. The total award is \$2,838,607.44 and includes \$1,843,072.44 for Community Development Block Grant, \$834,928 for the HOME Investment Partnerships Program and \$160,607 for Emergency Solutions Grant.

Staff has completed the 2020-2024 Consolidated Plan and the 2020 Genesee County Action Plan for the three programs. Contained within the Plan is a description of the needs within Genesee County and goals to address those needs, along with all proposed activities for 2020 Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) funds. A list of proposed projects is attached. A 30-day comment period ended March 31, 2020. Three public input sessions were held to receive comments on the projects and a public hearing was also held on March 11th. Please note that some of the CDBG projects within the 2020 Action Plan will be funded using available 2015/2016/2017 CDBG funds.

The Plan can be viewed in its entirety by clicking the following link:
<http://gcmnpc.org/wp-content/uploads/2020/04/ConPlan-Final-4.9.20.pdf>

At this time, staff is requesting approval of the 2020-2024 Consolidated Plan and 2020 Action Plan and the HUD grant submittal and acceptance forms (including SF 424 forms, Certifications, Request for Release of Funds, and Grant Agreements), along with the attached budget adjustments.



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DRAFT Projects

Proposed 2020 Genesee County Annual Action Plan Projects

2020 Community Development Block Grant (CDBG) Program - 2020 Grant Award:
\$1,843,072

Genesee County – 2020 CDBG Planning and Administration

Genesee County Metropolitan Planning Commission shall provide Community Development Block Grant funding for Planning and Administration of CDBG projects.

This activity will be funded with **\$368,614** of 2020 Genesee County CDBG funds.

Genesee County – 2020 CDBG Home Improvement Program (HIP)

Genesee County shall provide funding for the Community Development Block Grant Home Improvement Program throughout Genesee County.

This activity will be funded with **\$657,156** of 2020 Genesee County CDBG funds (Includes \$31,583 allocation from Mundy Township).

City of Burton – Senior Center Operations

The City of Burton shall fund the Senior Citizen Center Director's salary at the Burton Senior Citizen Center located at 3410 S. Grand Traverse Street, Burton, MI 48529.

This activity will be funded with **\$18,048** of 2020 Genesee County CDBG funds.

City of Fenton – Parks Programming for Seniors

The City of Fenton shall assist in the operations of senior programs at the Fenton Community Center, which are managed by the Southern Lakes Parks and Recreation Authority at 150 S. Leroy Street, Fenton, MI 48430.

This activity will be funded with **\$4,280** of 2020 Genesee County CDBG funds.

City of Flushing – Removal of Architectural Barriers

The City of Flushing shall provide funding for the Removal of Architectural Barriers, by installing a new ADA compliant entryway to the rear entrance of the Flushing Area Senior Center, located at 106 Elm Street, Flushing, MI 48433.

This activity will be funded with **\$19,258** of 2020 Genesee County CDBG funds.

City of Flushing – Public Facility Improvements

The City of Flushing shall fund repairs to the parking lot at the Flushing Area Senior Center located at 106 Elm Street, Flushing, MI 48433. Repairs will include seal coating, hot crack repair, infrared asphalt repair, and re-striping.

This activity will be funded with **\$28,245** of 2020 Genesee County CDBG funds.

City of Grand Blanc – Public Facility Improvements

The City of Grand Blanc shall fund drainage improvements at the Grand Blanc Senior Center, located at 12632 Pagels Drive, Grand Blanc, MI 48439. Improvements will correct a consistent overflow and drainage issue in the kitchen at this facility.

This activity will be funded with **\$8,345** of 2020 Genesee County CDBG funds.

City of Grand Blanc – Senior Center Operations

The City of Grand Blanc shall fund the Senior Center Director's salary at the Grand Blanc Senior Center located at 12632 Pagels Drive, Grand Blanc, MI 48439.

This activity will be funded with **\$3,860** of 2020 Genesee County CDBG funds.

City of Linden – Senior Center Operations

The City of Linden shall assist in funding operations of the Loose Senior Center located at 707 N. Bridge Street, Linden, MI 48451 for expenses such as staff salaries, utilities, and educational classes for seniors.

This activity will be funded with **\$4,115** of 2020 Genesee County CDBG funds.

The City of Montrose shall fund improvements at Blueberry Park, located at the corner of Saginaw Street and Coke Drive in the City of Montrose. Improvements include sidewalk additions through the park and playground equipment. Other improvements include moving existing fencing as well as the addition of new fencing.

This activity will be funded with **\$33,280** of 2020 Genesee County CDBG funds.

City of Mt. Morris – Removal of Architectural Barriers

The City of Mt. Morris shall fund the installation of ADA-compliant entry doors and ramps to the Mt. Morris Library, located at 685 Van Buren Avenue, Mt. Morris, MI 48458.

This activity will be funded with **\$12,839** of 2020 Genesee County CDBG funds.

City of Mt. Morris – Infrastructure Improvements

The City of Mt. Morris shall fund the installation of new sidewalks at locations to be determined throughout the City. This will improve accessibility in the city by providing continuous sidewalks where gaps currently exist.

This activity will be funded with **\$13,013** of 2020 Genesee County CDBG funds.

City of Mt. Morris – Infrastructure Improvements

The City of Mt. Morris shall fund improvements to storm drains along Spruce Street between Read Avenue and Saginaw Road, which will help alleviate issues with standing water in the roadway and on residential properties.

This activity will be funded with **\$25,677** of Genesee County CDBG funds (\$2,943.93 2016 CDBG funds and \$22,733.07 of 2017 CDBG funds).

City of Swartz Creek – Senior Center Operations

The City of Swartz Creek shall assist in funding operations by way of salaries, fringes, supplies, and equipment for the Swartz Creek Area Senior Center located at 8095 Civic Drive, Swartz Creek, MI 48473.

This activity will be funded with **\$1,850** of 2020 Genesee County CDBG funds.

City of Swartz Creek – Infrastructure Improvements

The City of Swartz Creek shall provide funding to enable the purchase and in-kind replacement of decorative signs at street intersections in the low/mod block group area in Downtown Swartz Creek.

This activity will be funded with **\$31,450** of 2020 Genesee County CDBG funds.

Atlas Township – Senior Programs

Atlas Township shall provide funding for Senior Programs, administered through the township hall, located at 7386 S. Gale Road, Grand Blanc, MI 48439. Funding may be used for the following items: Senior Service Programs, Educational Programs, Instructors and materials, health and safety items such as flu shots, hearing exams, hearing aids, newsletter printing and publishing, public transportation for seniors and disabled

residents, Senior Center meals, trip assistant/event assistance programs, emergency radios, library readers, eyeglasses, senior housing needs, bus transportation, computer classes, CPR training, and bone-density screening.

This activity will be funded with **\$1,284** of 2020 Genesee County CDBG funds.

Fenton Township – Parks & Recreation Programming

Fenton Township shall provide funds to pay Southern Lakes Parks & Recreation (SLPR) program fees for income eligible residents. SLPR is located at 150 S. Leroy Street, Fenton, MI 48430.

This activity will be funded with **\$4,280** of 2020 Genesee County CDBG funds.

Flint Charter Township – Senior Center Food Pantry

Flint Charter Township shall provide funding to the Senior Center Food Pantry located at 2071 S. Graham Road, Flint, MI 48532 to purchase food and supplies for seniors in need.

This activity will be funded with **\$16,048** of 2020 Genesee County CDBG funds.

Flint Charter Township – Infrastructure Improvements

Flint Charter Township shall fund the following street improvements and repairs: Reconstruction of the intersection at River Valley Drive and River Birch Drive, milling and resurfacing Hogarth Avenue between Utley Road and Nedra Avenue, milling and resurfacing of Utley Road between Hogarth Avenue and M-21, and milling and resurfacing of Mackin Road between Lavelle Road and the Flint City Limits.

This activity will be funded with **\$190,976** of 2020 Genesee County CDBG funds.

Flint Charter Township – Crime Prevention Program

Flint Charter Township shall provide funding towards public safety measures including education and training in low/moderate income areas within the township. The Flint Township Police Department is located at 5200 Norko Drive, Flint, MI 48507.

This activity will be funded with **\$2,140** of 2020 Genesee County CDBG funds.

Flushing Charter Township – Senior Center Operations

Flushing Charter Township shall provide funding to the Flushing Area Senior Center at 106 Elm Street, Flushing, MI 48433 to assist in operational expenses.

This activity will be funded with **\$4,145** of 2020 Genesee County CDBG funds.

Flushing Charter Township – Public Facility Improvements

Flushing Charter Township shall provide funding to purchase a new shuttle bus for the Flushing Area Senior Center at 106 Elm Street, Flushing, MI 48433.

This activity will be funded with **\$44,935** of 2016 Genesee County CDBG funds.

Flushing Charter Township – Removal of Architectural Barriers

Flushing Charter Township shall provide funding for accessibility improvements to the Township Hall located at 6524 N. Seymour Road, Flushing, MI 48433. Improvements are to include new push button door openers and replacement of restroom fixtures to become ADA-compliant.

This activity will be funded with **\$6,419** of 2020 Genesee County CDBG funds.

Gaines Township - Senior Center Operations

Gaines Township shall fund activities at the Swartz Creek Area Senior Center located at 8095 Civic Drive, Swartz Creek, MI 48473 for tai chi, yoga, chair yoga, dancing, square dancing, watercolor classes, knitting classes, crochet classes, and computer classes.

This activity will be funded with **\$2,618** of 2020 Genesee County CDBG funds.

Genesee Township – Public Facility Improvements

Genesee Township shall fund milling and asphalt resurfacing of the parking lot located at the south end of the Eastside Senior Center, at 3065 N. Genesee Rd, Flint, MI 48506.

This activity will be funded with **\$109,129** of 2020 Genesee County CDBG funds.

Grand Blanc Charter Township - Senior Center Operations

Grand Blanc Charter Township shall pay for senior center staff salary and fringe benefits at the Grand Blanc Senior Center located at 12632 Pagels Drive, Grand Blanc, MI 48439. This project will benefit low-to-moderate income individuals.

This activity will be funded with **\$9,415** of 2020 Genesee County CDBG funds.

Grand Blanc Charter Township – Safety Program

Grand Blanc Charter Township, through the Grand Blanc Fire Department, shall fund the installation of smoke and carbon monoxide detectors for low-moderate income residents living in the township. Grand Blanc Fire Station #1 is located at 117 High Street, Grand Blanc, MI 48439.

This activity will be funded with **\$2,311** of 2020 Genesee County CDBG funds.

Legal Services of Eastern Michigan (LSEM) - Fair Housing

The LSEM Fair Housing Center shall conduct paired tests. LSEM offices are located at 436 S. Saginaw Street, Flint, MI 48502.

This activity will be funded with **\$25,000** of 2020 Genesee County CDBG funds

Montrose Township – Public Facility Improvements

Montrose Township shall fund mechanical improvements to the Montrose Township Senior Center located at 200 Alfred Street, Montrose, MI 48457. Proposed improvements include replacement of two furnaces, two condenser units, kitchen make up air unit, and two exhaust fans.

This activity will be funded with **\$58,055** of 2020 Genesee County CDBG funds.

Mt. Morris Charter Township - Senior Center Operations

Mt. Morris Charter Township shall provide funding to the Kraphol Senior Center located at G-5473 Bicentennial Drive, Mt. Morris, MI 48458. Funds will be used for transportation, wages, and other senior citizens programs.

This activity will be funded with **\$10,271** of 2020 Genesee County CDBG funds.

Mt. Morris Charter Township - Youth Program Operations

Mt. Morris Charter Township shall provide funding for the King Karate Youth Program located at 5339 N. Saginaw Street, Flint, MI 48505. Funding will be used to purchase equipment and uniforms for low-income students in the program.

This activity will be funded with **\$1,284** of 2020 Genesee County CDBG funds.

Mt. Morris Charter Township – Code Enforcement Program

Mt. Morris Charter Township shall fund code enforcement activities within the low-moderate income target areas of the township. Activities will be performed by the township building inspector and code enforcement staff, which include blight inspection, noise complaints, construction inspections. Mt. Morris Charter Township offices are located at 5447 Bicentennial Dr, Mt. Morris, MI 48458.

This activity will be funded with **\$21,058** of Genesee County CDBG funds (\$5,834.40 of 2015 CDBG funds and \$15,223.60 of 2016 CDBG funds).

Mt. Morris Charter Township – Infrastructure Improvements

Mt. Morris Charter Township shall fund the milling and asphalt resurfacing of Mott Avenue between Jennings Road and Clio Road.

This activity will be funded with **\$154,064** of 2020 Genesee County CDBG funds.

Mundy Charter Township - Vocational Independence Program (VIP)

Mundy Charter Township shall provide funding to the Vocational Independence Program (VIP) for gardening skills training for disabled persons at 5069 Van Slyke Road, Flint, MI 48507.

This activity will be funded with **\$6,052** of 2020 Genesee County CDBG funds.

Richfield Township - Senior Center Operations

Richfield Township shall provide funding to the Davison Area Senior Center located at 10135 Lapeer Road, Davison, MI 48423 for operational expenses.

This activity will be funded with **\$4,406** of 2020 Genesee County CDBG funds.

Thetford Township – Senior Center Operations

Thetford Township shall provide funding for operation expenses at the Thetford Township Senior Center located at 11495 N. Center Road, Clio, MI 48420. Funding will support wages for kitchen staff and newsletter publishing costs.

This activity will be funded with **\$3,812** of 2020 Genesee County CDBG funds.

Vienna Charter Township - Senior Center Operations

Vienna Charter Township shall provide funding for operational expenses at the Clio Area Senior Center located at 2136 W. Vienna Road, Clio, MI 48420 for operations such as daily

lunches, commodity food distribution, medical services, recreational services, and educational services.

This activity will be funded with **\$2,425** of 2020 Genesee County CDBG funds.

Vienna Charter Township – Arts Programming for Persons with Disabilities

Vienna Charter Township shall fund arts programs for Disabled Adults and Senior Citizens through the Clio Center for the Arts, located at 3370 W Vienna Road, Clio, MI 48420. Funding will support instructor wages and art supplies.

This activity will be funded with **\$2,425** of 2020 Genesee County CDBG funds.

Vienna Charter Township – Safety Program

Vienna Charter Township shall fund the purchase of smoke and carbon monoxide detectors for low/moderate income residents. Detectors will be made available free of charge and distributed at the Clio Area Senior Center located at 2136 W. Vienna Road, Clio, MI 48420.

This activity will be funded with **\$2,425** of 2020 Genesee County CDBG funds.

Village of Gaines – Senior Center Operations

The Village of Gaines shall provide funding to the Swartz Creek Area Senior Center located at 8095 Civic Drive, Swartz Creek, MI 48473. Funds will support operations at the senior center including exercise classes, seminars and providing other resource information.

This activity will be funded with **\$2,140** of 2020 Genesee County CDBG funds.

Village of Goodrich – Senior Center Operations

The Village of Goodrich shall provide funding for Senior Programs, administered through the village offices, located at 7338 S. State Road, Goodrich, MI 48438. Funded programs include exercise/nutrition programs, Senior Newsletter publishing, senior transportation through Your Ride, and meals.

This activity will be funded with **\$4,307** of 2020 Genesee County CDBG funds.

2020 Emergency Solutions Grant (ESG) – Grant Award: **\$160,607**

Genesee County - 2020 Emergency Solutions Grant Planning and Administration

Genesee County shall provide funding for Planning and Administration of Emergency Solutions Grant projects throughout Genesee County.

This activity will be funded with **\$12,045** of total grant of 2020 Genesee County ESG funds.

GCCARD - Homeless Prevention

GCCARD shall pay for utilities arrearages, rent/mortgage arrearages, security deposits, and first month's rent to assist with housing relocation and stabilization.

This activity will be funded with **\$9,187** of 2020 Genesee County ESG funds.

Genesee County Youth Corporation - Emergency Shelter

Genesee County Youth Corporation shall pay for expenses associated with shelter operations at the REACH shelter located at 914 Church Street, Flint, MI 48502.

This activity will be funded with **\$31,800** of 2020 Genesee County ESG funds.

Metro Community Development - HMIS

Metro Community Development shall pay salaries for operators of the Homeless Management Information System (HMIS).

This activity will be funded with **\$8,030** of 2020 Genesee County ESG funds.

My Brother's Keeper - Emergency Shelter

My Brother's Keeper shall pay for expenses associated with shelter operations at the shelter located at 101 N. Grand Traverse Street, Flint, MI 48503.

This activity will be funded with **\$26,018** of 2020 Genesee County ESG funds.

Shelter of Flint / One Stop - Homeless Prevention

The Shelter of Flint shall pay for case management services and direct client assistance to help individuals and families maintain stable, permanent housing.

This activity will be funded with **\$13,780** of 2020 Genesee County ESG funds.

Shelter of Flint / One Stop - Rapid Rehousing

The Shelter of Flint shall pay for One Stop case management services, assisting homeless individuals relocate to permanent housing.

This activity will be funded with **\$21,201** of 2020 Genesee County ESG funds.

Shelter of Flint / One Stop - Emergency Shelter

The Shelter of Flint shall pay for expenses associated with operations at the shelter located at 924 Cedar St, Flint, MI 48503. Expenses include case management, maintenance, food and utilities.

This activity will be funded with **\$19,273** of 2020 Genesee County ESG funds.

YWCA - Emergency Shelter

The YWCA shall pay for expenses related to shelter operations for the YWCA SafeHouse, located at 801 S. Saginaw St, Flint, MI 48502.

This activity will be funded with **\$19,273** of 2020 Genesee County ESG funds.

2020 HOME Investment Partnership Program - Grant Award: **\$834,928**

Genesee County – 2020 HOME Planning and Administration

Genesee County shall provide funding for HOME Planning and Administration of HOME projects throughout Genesee County.

This activity will be funded with **\$83,492** of 2020 Genesee County HOME funds.

Habitat for Humanity – 2020 HOME Affordable Housing (CHDO Reserve)

Genesee County Habitat for Humanity is proposing to build two new construction homes at the following addresses: 200 E. Maple St, Montrose MI 48457, 2369 Bingham Rd, Clio MI 48420. The home will be accessible, have Energy Star rated appliances and Water-sense fixtures, 2x6 construction will allow for increased insulation and non-toxic building materials will be utilized. The home will be sold to low-income buyers.

This activity will be funded with **\$249,660** of Genesee County HOME funds. (2020 CHDO Reserve)

Genesee County – 2020 HOME Home Improvement Program (HIP)

Genesee County shall provide funding for HOME HIP projects to benefit low-and moderate-income residents throughout Genesee County.

This activity will be funded with **\$200,000** of 2020 Genesee County HOME funds.

Genesee County – 2020 HOME Tenant Based Rental Assistance (TBRA)

Genesee County shall provide funding for HOME TBRA activities to benefit low-and moderate-income residents throughout Genesee County.

This activity will be funded with **\$43,000** of 2020 Genesee County HOME funds.

Genesee County – 2020 HOME Down Payment Assistance (DPA)

Genesee County shall provide funding for Down Payment Assistance to benefit low-and moderate-income residents throughout Genesee County.

This activity will be funded with **\$15,000** of 2020 Genesee County HOME funds.

Genesee County – 2020 Housing Activities

Genesee County shall provide funding for Housing activities to benefit low-and moderate-income residents throughout Genesee County.

This activity will be funded with **\$243,776** of 2020 Genesee County HOME funds.



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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: April 20, 2020

SUBJECT: Neighborhood Stabilization Program (NSP) and HOME Program Participating Lender Agreements

Under the Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) funding, newly rehabilitated homes are sold to eligible households. Genesee County's NSP allows down payment and closing cost assistance as well as gap financing assistance to eligible buyers.

The HOME Down Payment Assistance (DPA) Program's goal is to assist very low, low- and moderate-income families achieve homeownership. HOME DPA provides up to \$5,000 in down payment and closing cost assistance to each eligible homebuyer.

Genesee County Metropolitan Planning Commission staff works with local lenders to provide financial assistance to qualified HOME homebuyers. Staff asks that all lending institutions who wish to participate in the program be approved by the County Board and have a formal agreement with Genesee County. This ensures that local lenders are aware of, and in compliance with, HOME rules and regulations and that Genesee County's assistance program is approved by the lenders' underwriters. Included in this request are the NSP and HOME DPA lender agreements with TCF Bank for your review.

At this time, staff is requesting approval from the Allocation Committee to enter into agreements with TCF Bank for the purpose of providing financial assistance to NSP and HOME DPA Program homebuyers. This approval will be forwarded to the Genesee County Community and Economic Development Committee at their April 22, 2020 meeting.



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AGREEMENT
FOR
Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) Participating Lender Down
Payment and Gap Financing Assistance

THIS AGREEMENT entered into this _____ day of _____, 2020, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 223, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **TCF Bank**, located at 2508 S. Louise Avenue, Sioux Falls, SD, 57106, hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County was awarded funds from the U.S. Department of Housing and Urban Development (HUD), under Title III of Division B of the Housing and Economic Recovery Act of 2008 and under Section 2301 (b) of the Housing and Economic Recovery Act of 2008, as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 for additional assistance in accordance with the second undesignated paragraph under the heading 'Community Planning and Development – Community Development Fund' in Title XII of Division A of the American Recovery and Reinvestment Act of 2009, as amended (together the "Acts"), and hereby offers financial assistance to eligible homebuyers to acquire Genesee County Neighborhood Stabilization Program assisted homes in accordance with the requirements of the HOME Investment Partnerships (HOME) Program Section 24, Code of Federal Regulations (CFR), as set forth in Parts 91 and 92; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2008 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2010 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP3. GCMPC will act as the administrator of the Genesee County NSP funding; and

WHEREAS, the NSP assists very low, low, moderate and middle income households achieve homeownership;

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low, moderate and middle income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Acts, the Authority's General Rules, the provisions of the HOME Program, of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County NSP are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment and closing cost assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of five thousand dollars (\$5,000) for each eligible very low, low, moderate and middle income homebuyer, and/or up to \$25,000 in gap financing for eligible homebuyers for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the NSP, more specifically described in Exhibit A, attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit B)
2. The Lender agrees to conduct marketing outreach of the NSP to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine program and income eligibility and underwrite the Loan Application Package and shall forward to the County NSP and to the potential homebuyer, written notice of loan approval.

4. The Lender agrees to provide certification that all homes to be assisted with NSP funds have been inspected by a licensed appraiser prior to the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit C)
6. The Lender agrees to process, document, and fund Buyer's mortgages for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second, and where gap financing is provided a third, mortgage/lien and a promissory note in the amount of the NSP assistance, payable to the Genesee County Community Development Program. (Exhibit C)
8. The County agrees that the second, and where applicable third, mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the NSP consideration which he received, to the Genesee County Community Development Program. This shall be enforced with the use of a 15 year forgivable lien.
10. The Lender agrees to submit documents to include: certification of client income, property appraisal and funding request form. Upon receipt of all required documentation, the County agrees to prepare an approval letter stating the homebuyer is eligible for assistance. (Exhibit C)
11. The County agrees to subsidize an amount up to five-thousand dollars (\$5,000) for each eligible very low, low, moderate and middle income household, per approved mortgage in NSP down payment and closing cost assistance. Said sum to be used for up to 50% of the required down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available NSP funds. The County agrees to subsidize an amount up to twenty-five thousand dollars (\$25,000) for each eligible very low, low, moderate and middle income household per approved mortgage. Said sum to be used to provide financing to assist households which may not qualify for a loan amount which will allow the household to purchase a NSP assisted home. Exact amounts of subsidy will be determined by the County.
12. The Lender acknowledges and agrees to witness the homebuyer's signature on Genesee County's Subordination Policy. (Exhibit C)
13. The County agrees to immediately notify the Lender upon exhaustion of available NSP funds.
14. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
15. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
16. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the NSP, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
17. The Lender shall assure that homebuyer does not exceed 120% of the current Flint and Genesee County median family income. (Exhibit D)
18. The Lender acknowledges and agrees to the FHA Mortgage Limits. (Exhibit D)
19. This agreement shall be governed by the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

TCF BANK

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
TCF Bank

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

Witness

Witness

By: _____
Martin Cousineau, Chairperson
Genesee County Board of Commissioners

Witness

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
 §
County of Genesee)

On this _____ day of _____ 2020, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director-Coordinator**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

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

NOTARY FOR TCF BANK

State of _____)
 §
County of _____)

On this _____ day of _____ 2020, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of five thousand dollars (\$5,000) per approved mortgage for each eligible very-low low, moderate and middle income household, in NSP funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 120% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Have been, or will be, rehabilitated using Genesee County NSP funds.
- Be the principal residence of the homebuyer.
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Ineligible costs - NSP funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

NEIGHBORHOOD STABILIZATION PROGRAM FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the NSP as implemented pursuant to the HOME regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use NSP funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit A)
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- D. The Lender shall assure that housing assisted with NSP funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- E. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in NSP Regulations 24 CFR 92, if determined to be applicable by the County.
- F. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- G. The Lender shall provide certification of a second lien payable to Genesee County Community Development Program.

EXHIBIT C

Exhibit C contains the following information:

HUD Approved Housing Counseling Agencies
Genesee County NSP Down Payment/Closing Cost Assistance Property Mortgage Lien
NSP Deferred Payment Loan Promissory Note
Genesee County NSP Gap Financing Lien
Genesee County NSP Lender Checklist
Request for Funding Form
Genesee County Subordination Policy

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

503 S. Saginaw Street, Suite 804

Flint, MI 48502

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
DOWN PAYMENT/CLOSING COST PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a Neighborhood Stabilization Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this XX^{XX} day of XXXXXXXXXXXX, 2019,

by XXXXXXXXXXXX, a XXXXXXXXXXXX, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, Room 223, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the XXXXXXXXXXXX, County of Genesee and State of Michigan, viz:

Tax Parcel No.: XX-XX-XXX-XXX

Legal Description: XX

Commonly known as: XXXX XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXX, MI XXXXX

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX Dollars and XXXXX cents (\$X,XXX.XX)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County Neighborhood Stabilization Program requires an affordability period of 15 years beginning with the date of this Agreement. The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

- (2) The amount of the loan to be repaid, based upon the above terms, will be recaptured if the Mortgagor sells the aforesaid property within the required period of affordability or discontinues use of the premises as Mortgagor(s) (Homebuyer) principal place of residence.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of Neighborhood Stabilization Program financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited in the Community Development Program.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial Neighborhood Stabilization Program investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").

- (7) This lien is junior to the mortgage lien of

XXXXXXXXXXXXXXXXXXXXXXXX

**GENESEE COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner:

Address:

Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its Neighborhood Stabilization Program Trust Fund (hereinafter called the County) or its successors the sum of

_____ (_____).

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property. Transfer of the ownership interest or cessation of residency by moving from the property, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: \$_____

The amount of funds to be forgiven will be based on the following:

- First five years.....0% forgiven
- Sixth Year through fifteenth year.....10% forgiven on an annual basis

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

[SIGNATURE PAGE FOLLOWS]

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
GAP FINANCING PROPERTY MORTGAGE LIEN**

This LIEN evidences a Neighborhood Stabilization Program (NSP) repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor(s) with Gap Financing for the property as described below.

THIS INDENTURE, made this ____ day of _____, 2020

WITNESSETH _____, a _____, whose address is _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, 1101 Beach St., Room 223, Flint, MI 48502, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No: _____

Legal description: _____

Commonly known as: _____

together with all tenements, hereditaments, and appurtenances now and hereinafter thereunto belonging to secure the repayment of:

_____ dollars and _____ cents (\$_____.),

interest of zero percent (0%) per annum, payable according to the terms of a promissory note of even date hereof; and the Mortgagor further covenants:

(1) Per Genesee County Metropolitan Planning Commission NSP Program Resale Provisions,

(a) The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven
Sixth Year through fifteenth year.....10% forgiven on an annual basis

(b) The loan will be recaptured if the Mortgagor sells the home within the fifteen-years of affordability period. The down payment, principal payments and capital improvements made by the Mortgagor (homebuyer) since purchase will be calculated. The amount of funds to be recaptured will be based on the following:

- (i) If the sum of these investments plus the amount due the Mortgagee, equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
- (ii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are funds remaining to be paid back to the mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
- (iii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.

(2) In cases where the Mortgagor (homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g. uses the property for rental purposes or the property is no longer the mortgagor(s) principal residence) the entire amount of NSP financial assistance shall be due. Mortgagee reserves the right to require full repayment of the amount of NSP assistance.

**Genesee County Neighborhood Stabilization Program (NSP)
Lender Checklist**

Information to be submitted by Lender to Verify Borrower's Eligibility:

- Purchase Agreement
- Homebuyer Counseling Certificate (verification of 8 hours of homebuyer counseling)
- Verification of employment
- Two months current check stubs
- Appraisal
- Loan Estimate
- Last two years of W-2 tax information
- Loan Application
- Bank/Lender Approval letter
- Request Form (showing amount of funding being requested)
- Genesee County NSP Application

The aforementioned documentation must accompany your funding request in order for your file to be reviewed by our office.

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)
DOWN PAYMENT ASSISTANCE**

REQUEST FOR FUNDING

Name of Financial Institution: _____

Address: _____

Name of Homebuyer: _____

Property Address: _____

REIMBURSEMENT REQUEST

Total Required Closing Costs/Pre-Paid: _____

Amount of Closing Costs/Pre-Paid Requested: _____

Total Required Down Payment: _____

Amount of Down Payment Requested: _____

Total Gap Financing Requested: _____

Total Amount Requested: \$ _____

Lender must supply a copy of the following information as an attachment to the payment request:

- * Closing papers (final to be sent with lien & Promissory Note)
- * Lien & Promissory Note (to be submitted within 10 days of closing)

Prepared By: _____

Date: _____

Staff Approved: _____

Date: _____

Attachment "a"

ACKNOWLEDGEMENT

**SUBORDINATION POLICY
Genesee County
Neighborhood Stabilization Program (NSP)**

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a Neighborhood Stabilization Program lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2020 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$62,400

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$13,450	\$22,400	\$26,880	\$35,800
Two Person	\$17,240	\$25,600	\$30,720	\$40,900
Three Person	\$21,720	\$28,800	\$34,560	\$46,000
Four Person	\$26,200	\$31,950	\$38,340	\$51,100
Five Person	\$30,680	\$34,550	\$41,460	\$55,200
Six Person	\$35,160	\$37,100	\$44,520	\$59,300
Seven Person	\$39,640	\$39,650	\$47,580	\$63,400
Eight Person	\$42,200	\$42,200	\$50,640	\$67,500

FHA MORTGAGE LIMITS

The following table is an example of current FHA Mortgage Limits for Genesee County, Michigan as of Current Year 2020 and is provided only as an example. Mortgage limits are constantly updated.

MSA Name	County Name	One Family	Two-Family	Three-Family	Four-Family	Last Revised
FLINT, MI MSA	GENESEE	\$331,760	\$424,800	\$513,450	\$638,100	January 2019

AGREEMENT
FOR
Home Investment Partnerships Program (HOME) Down Payment Assistance

THIS AGREEMENT entered into this _____ day of _____, 2020, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 223, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **TCF Bank**, located at 2508 S. Louise Avenue, Sioux Falls, SD, 57106, hereinafter, referred to as the "Lender."

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 eligible homebuyers to acquire affordable homes in accordance with the requirements of Section 24, Code of Federal Regulations (CFR), under Home Investment Partnerships (HOME) Program, as set forth in Parts 91 and 92; and

WHEREAS, the purpose of the County HOME Program is to assist very low, low and moderate income families achieve homeownership; and

WHEREAS, the HOME Program promotes the development and strengthening of partnerships between the County and local financial institutions; and

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low and moderate income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Act, the Authority's General Rules, the provisions of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County HOME Program are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of five thousand dollars (\$5,000) for each eligible homebuyer, for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the HOME Program, more specifically described in Exhibit "A," attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit "B")
2. The Lender agrees to conduct marketing outreach of the HOME Program to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine eligibility and underwrite the Loan Application Package and shall forward to the County HOME Program and to the potential homebuyer, written notice of loan approval. Also, the Lender agrees to contact Genesee County to determine the availability of funds remaining in the HOME Program prior to final loan approval.
4. The lender agrees to provide certification that all homes to be assisted with HOME Program funds have been inspected by a licensed appraiser. Genesee will complete a certified Housing Quality Standards inspection and certify that the home meets Housing Quality Standards, upon the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit "C")

6. The Lender agrees to process, document, and fund Buyer's first mortgage for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second mortgage/lien in the amount of the HOME assistance, payable to the Genesee County HOME Investment Trust fund by way of the closing agent.
8. The County agrees that the second mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the HOME Program consideration which he received, to the Genesee County HOME Investment Trust Fund. This shall be enforced with the use of a lien.
10. The Lender agrees to submit documents to include: certification of client income; loan application 1003; Closing Disclosure; property appraisal; along with request to the County for payment of the DPA at a minimum of 14 days prior to the loan closing. Upon receipt of all required documentation, the County agrees to prepare a payment and second mortgage documents that will be provided for the loan closing.
11. The County agrees to subsidize an amount up to five-thousand dollars (\$5,000) per approved mortgage, said sum to be used for down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available HOME funds.
12. The County agrees to immediately notify the Lender upon exhaustion of available HOME funds.
13. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
14. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
15. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the HOME Program, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
16. The Lender shall assure that homebuyer does not exceed 80% of the current Flint and Genesee County median family income, pursuant to 24 CFR Parts 91 and 92.2. (Exhibit "D").
17. This agreement shall be governed by the laws of the State of Michigan.

TCF BANK

GENESEE COUNTY

Date

Date

By: _____
Name:
Title:
TCF Bank

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

Witness

Witness

By: _____
Martin Cousineau, Chairperson
Genesee County Board of Commissioners

Witness

NOTARY FOR THE COUNTY OF GENESEE

State of Michigan)
 §
County of Genesee)

On this _____ day of _____ 2020, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director-Coordinator**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

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

NOTARY FOR TCF BANK

State of _____)
 §
County of _____)

On this _____ day of _____ 2020, before me a notary public in and for said County, personally appeared _____ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Date Notarial Act Performed: _____

EXHIBIT A

A maximum of five thousand dollars \$5,000 per approved mortgage, in HOME Program funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 80% of the current median family income for Genesee County.

2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Be single family housing to include: one to four family residences; condominium units; cooperative units; combination of housing and lots or manufactured housing lots located in Genesee County outside the Cities of Clio, Davison, Flint and the Village of Lennon
- Be the principal residence of the homebuyer
- Have a value not to exceed 95% of Genesee County's current median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits. (Exhibit "D")
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251
- Pass a lead-based paint visual assessment

3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
 - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
 - (ii) Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
 - (iii) Costs to provide information services, such as fair housing information to prospective homeowners.
 - (iv) Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g. housing counseling), which may be charged to project costs only if the individual purchases single family housing with HOME assistance.
 - (v) Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.
 - (vi) Ineligible costs - HOME funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

EXHIBIT B

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the HOME Investment Partnerships Program (HOME) as implemented pursuant to the regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use HOME Program funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit "A")
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the value of the property shall not exceed 95% of Genesee County's current Median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits and pursuant to 24 CFR Parts 91 and §92.254. (Exhibit "D")
- D. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- E. The Lender shall provide certification that the property meets the Housing Quality Standard as set forth in 24 CFR Parts 91 and §92.251, pursuant to an inspection.
- F. The Lender shall assure that housing assisted with HOME funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- G. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in HOME Regulations 24 CFR 92, if determined to be applicable by the County.
- H. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- I. The Lender shall provide certification of a second lien payable to Genesee County HOME Investment Trust.

EXHIBIT C

Exhibit C contains the following information:

Reimbursement Request Form
Lead Based Paint Visual Assessment Form
Genesee County Property Lien
Genesee County Subordination Policy
Deferred Payment Loan Promissory Note
HUD Approved Housing Counseling Agencies

**HOME INVESTMENT PARTNERSHIPS (HOME)
DOWNPAYMENT ASSISTANCE LOAN PROGRAM
REQUEST FOR REIMBURSEMENT**

HOME Project # (for office use) _____ Bank Account # (for office use) _____
--

Name of Financial Institution: _____
 Address: _____

 Name of Homebuyer: _____
 Property Address: _____

PAYMENT REQUEST	
Closing Cost:	_____
Downpayment Assistance:	_____
Prepays:	_____
TOTAL REQUEST:	_____
Waived Fees:	_____
Origination:	_____

Lender must supply a copy of all required documents with the payment request:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Purchase Agreement • Homebuyer Counseling Certificate for 8 hours • Appraisal • Good Faith Estimate • Loan application • Last two years of W-2 tax information | <ul style="list-style-type: none"> • Bank/Lender Approval letter • Verification of Employment (a current month of check stubs for all employed members of the household) • Verification of income other than employment (child support, SSI, etc.) |
|---|---|

Prepared By: _____
 Date: _____
 Staff Approved: _____
 Date: _____

Lead Based Paint Visual Assessment Form

Property Address _____

Please circle the correct response:

- 1. Was the dwelling unit built before 1978?
Yes No

- 2. Has a visual assessment been conducted of all paint surfaces to identify all of the deteriorated paint?
Yes No

- 3. Does paint stabilization need to occur?
Yes No

- 4. If so, when did the paint stabilization occur? Date: _____

I have identified and inspected all paint surfaces and have not identified any deteriorated paint surfaces in this dwelling unit.

Signature: _____ Date: _____
Section 8 Inspector

I have stabilized all deteriorated paint surfaces in this dwelling unit.

Signature: _____ Date: _____
Lead Based Paint Supervisor

I have completed a clearance test and have determined that the dwelling unit passes inspection

Signature: _____ Date: _____
Certified Inspector/Risk Assessor

**GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM
PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a HOME Investment Partnerships Act Down Payment Assistance Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this _____ day of _____, 2020,

By _____, a _____, _____, Michigan, _____, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, HOME Investment Trust Fund, Room 223, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the _____, County of Genesee and State of Michigan, viz:

Tax Parcel No.:

Legal Description:

Commonly known as:

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

_____ (\$ _____)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County HOME Investment Partnerships Act Down Payment Assistance Program will require an affordability period of 5 years beginning with the date of the Agreement.
- (2) That Mortgagor(s) will not sell, transfer, rent or otherwise alienate the above-described premises for a period of five (5) years from the date hereof. If Mortgagor(s) sells, transfers, rents or otherwise alienates the said premises, Mortgagor(s) shall be in default of this Mortgage and Loan Agreement and the full amount shall be due to Mortgagee.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of HOME financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited into the HOME Investment Trust Fund. The Mortgagee shall forgive and release Mortgagor from payment five (5) years from the date hereof.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
 - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
 - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
 - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
 - iv) In all other cases, where the property's net proceeds either exceed the County's initial HOME investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").

Attachment "a"

ACKNOWLEDGEMENT
SUBORDINATION POLICY
Genesee County
HOME Investment Partnerships Program (HOME)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program - Homebuyer Assistance funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: _____

Mortgage Processor Signature: _____

Date: _____

Attachment "b"

In the event that the County is asked to take an action on the disposition of a HOME Investment Partnerships Program (HOME) lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.
--

Documentation supporting the request must include:

- *A current title search (with taxes)
- *A current formal property appraisal
- *A summary statement of all outstanding indebtedness against the property
- *A copy of the subject purchase agreement, loan application, or mortgage commitment.

NOTE: **The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.**

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

**GENESEE COUNTY
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
DOWN PAYMENT ASSISTANCE (DPA) PROGRAM**

DEFERRED PAYMENT LOAN PROMISSORY NOTE

Homeowner: _____

Address: _____

Amount: _____

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its HOME Investment Trust Fund (hereinafter called the County) or its successors the sum of:

_____ (\$ _____)

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property for a five (5) year period following the date of this agreement. Transfer of the ownership interest or cessation of residency by moving from the property within the five (5) years following this agreement, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount: _____

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this _____ day of _____, 2020.

MORTGAGOR:

GENESEE COUNTY
DEREK BRADSHAW, DIRECTOR-COORDINATOR
GENESEE COUNTY METROPOLITAN PLANNING
COMMISSION

MORTGAGOR:

WITNESS

WITNESS

HUD Approved Housing Counseling Agencies in Genesee County, Michigan

Seniors seeking Home Equity Conversion Mortgage (HECM) counseling can contact the AARP Foundation Network of Expert HECM Counselors at: 1-800-209-8085.

GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: www.greenpath.com

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

METRO COMMUNITY DEVELOPMENT, INC.

503 S. Saginaw Street, Suite 804

Flint, MI 48502

Phone: (810) 767-4622

Website: www.metro-community.org

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: MSHDA-Home-Ownership-PF@michigan.gov

Website: www.michigan.gov/mshda

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)
Maximum Purchase Price Limits

FY 2020 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$62,400

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$13,450	\$22,400	\$26,880	\$35,800
Two Person	\$17,240	\$25,600	\$30,720	\$40,900
Three Person	\$21,720	\$28,800	\$34,560	\$46,000
Four Person	\$26,200	\$31,950	\$38,340	\$51,100
Five Person	\$30,680	\$34,550	\$41,460	\$55,200
Six Person	\$35,160	\$37,100	\$44,520	\$59,300
Seven Person	\$39,640	\$39,650	\$47,580	\$63,400
Eight Person	\$42,200	\$42,200	\$50,640	\$67,500

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 January 1, 2020

County Name	State	One-Family	Two-Family	Three-Family	Four-Family
GENESEE	MI	\$331,760	\$424,800	\$513,450	\$638,100



GENESEE COUNTY METROPOLITAN
PLANNING COMMISSION

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION COMMUNITY DEVELOPMENT PROGRAM

1101 Beach Street – Room 223, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmnpc.org



DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: April 20, 2020

SUBJECT: **Forest Township 2019 CDBG Project Request**

In early 2019, CDBG projects for 2019-2021 were approved. One of the approved projects for Forest Township included Blight Elimination and Prevention. The property has recently sold to a private owner, making it ineligible for CDBG funding. Due to this, Forest Township is proposing the following project:

Forest Township – Infrastructure Improvements

Forest Township shall fund milling and asphalt resurfacing of Hammil Street from North Street to approximately 2500' west. This improvement will extend the service life of the roadway.

This activity will be funded with **\$14,003** of 2019 Genesee County CDBG funds.

Both projects are funded at the same amount, this will not have any impact on other CDBG projects. The remaining balance of this project will be paid for with Village of Otisville funds. The new contract has been created and is attached for review.

At this time, staff is requesting approval of the Allocation Committee for the switching the Forest Township Blight Elimination and Prevention project to an Infrastructure Improvements project for Program Year 2019. This recommendation will go to the Community and Economic Development Committee for action on April 22, 2020.



Equal Housing Opportunity



An Equal Opportunity Organization

Connect with us:  

**Subrecipient Agreement Between
The County of Genesee
And
Forest Township**

THIS AGREEMENT, made as of the _____ day of _____, 2020 between the County of Genesee, acting by and through the:

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

Hereinafter referred to as the "Grantee", and

Forest Township
130 E Main Street
Otisville, MI 48463

Hereinafter referred to as the "Subrecipient", and

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing Community Development Block Grant (CDBG) funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

The Subrecipient will be responsible for administering the **2019 Infrastructure Improvements** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The following attachments are hereby incorporated to this Contract by reference, and included respectively as:

- | | |
|-----------------|---|
| Attachment A: | Reimbursement Request Form |
| Attachment A-1: | Reimbursement Request Schedule |
| Attachment B-1: | Project Status and Accomplishments Report – LMA Projects |
| Attachment B-3: | Project Status and Accomplishments Report – LMC Projects |
| Attachment C: | Genesee County Labor Standards |
| Attachment D: | Genesee County Bid Procedures |
| Attachment E: | Minority/Women/Handicap Business Enterprise Procurement Procedures |
| Attachment F: | MBE/WBE/HBE Outreach Report |
| Attachment G: | Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability |
| Attachment H: | Certification for Residents Seeking Section 3 Preference in Training and Employment |
| Attachment I: | Section 3 Summary Report |
| Attachment J: | Federal Award Information |

If a conflict exists between this document and those incorporated by reference, this document governs.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the 2019 Community Development Block Grant program:

Forest Township – Infrastructure Improvements

Forest Township shall fund the milling and asphalt resurfacing of Hammil Street from North Street to approximately 2500' west. This improvement will extend the service life of the road.

This activity will be funded with **\$14,003** of 2019 Genesee County CDBG funds.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will benefit low- and moderate-income persons.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of May, 2020 and end on 30th day of September, 2020. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$14,003**. Grantee will disburse Project funds for the payment of eligible expenses and reimbursement payments shall be made for eligible contract activities and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 85.20.

IV. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

The Grantee or Subrecipient may amend the funding amount of this Agreement at any time **60 days prior to end of contract**. Such requests for amendments shall make specific reference to this Agreement and must include reference to any other agreement that funds shall be transferred to or from. An amendment based on a transfer of funds from the Subrecipient must be evidenced by a signed Resolution made by the Subrecipient's governing body. Any request made by the Subrecipient to the County, for a transfer of funds shall be subject to approval by Resolution of the Genesee County Board of Commissioners.

V. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of the se

regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient agrees to affirmatively further fair housing as required under Title I of the Housing and Community Development Act of 1974, as amended. The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees that a sign recognizing the funding organization and the Grantee may be placed at the jobsite during the project construction period. Any printed materials related to this project shall include the Genesee County logo.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Suspension or Termination

In accordance with 2 CFR Part 200.471, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable terms and conditions imposed on the Grantee and required by the U.S. Department of Housing and Urban Development under 24 CFR Part 570, at Subpart K.

The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement
- b. Records providing a full description of each activity undertaken;
- c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR 570.502, and Uniform Requirements; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- i. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted

under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Demographic data, not to be used for determination of eligibility, including race, ethnicity, and gender shall also be collected and maintained by the Subrecipient. The Subrecipient will report applicable client data with each request for reimbursement and in accordance with Section VI C. of this Agreement. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The Grantee shall reimburse the Subrecipient for eligible costs within thirty days of approval of the Subrecipient's submission using the **Reimbursement Request Form (Attachment A)** and documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this contract shall follow the **Reimbursement Request Schedule (Attachment A-1)**. The **Reimbursement Request Schedule** outlines due dates by which all requests for

reimbursement must be submitted, based on the date the Subrecipient expended the funds.

The County retains the right to approve or reject reimbursement based on conformity with terms of this contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Grantee will monitor the performance of the Subrecipient. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

The Subrecipient shall submit regular performance reports to the Grantee in the form, content, and frequency as required by the Grantee. The Subrecipient will submit a Project Status and Accomplishments Report (Attachment B-1) with each reimbursement request or as requested by the Grantee.

3. Program Income

The Subrecipient shall report monthly, or as it occurs, (whichever is a longer time period) all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient will comply with the **Genesee County Labor Standards (Attachment C), and Genesee County Bid Procedures (Attachment D).**

2. Minority, Women and Handicapped Business Enterprise (MBE/WBE/HBE) Procurement

The Subrecipient will comply with the **Minority/Women/Handicapped Business Enterprise Procurement Procedures (Attachment E).** The Subrecipient further agrees to utilize and complete an **MBE/WBE/HBE Outreach Report (Attachment F)** during the procurement process under the terms of this Agreement.

3. Section 3 Procurement

The Subrecipient agrees to submit to the Grantee completed **Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability (Attachment G), and Certification for Resident Seeking Section 3 Preference in Training and Employment (Attachment H)** for all Business Concerns and Residents seeking Section 3 preference during the procurement process under this Agreement.

The Subrecipient further agrees to submit to the Grantee the **Section 3 Summary Report (Attachment I)** during the procurement process under this Agreement. The

Section 3 Summary Report shall be completed by the Subrecipient and submitted to the Grantee for each project, regardless if a Section 3 business concern or resident, as described in Section VIII C. 3. of this Agreement, was selected as a contractor or subcontractor, in order to measure the efforts made to comply with Section 3 requirements.

4. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the Uniform Requirements.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of Uniform Requirements and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act (HDCA); and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 60 states "no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in,

denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance" (23 CFR 200.9 and 49 CFR 21). The Civil Rights Restoration Act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "programs and activities" to include all programs and activities of Federal-aid recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended; Section 3 of the HUD Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. No nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Upon request the Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Minority, Women and Handicapped Owned Business Enterprises (M/W/HBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, handicapped owned business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled

by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Alaskan/North American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Subrecipient for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the

Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient will comply with the policies contained on the **Genesee County Labor Standards (Attachment C)**.

3. 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 Grantee, the Subrecipient, and any of the Subrecipient Contractors and Subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient 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 Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

“135.38 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 filed 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 Subrecipient 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 Subrecipient 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.

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

b. No tific a tions

The Subrecipient 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 Subrecipient 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 Subrecipient 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.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements including the requirements of Genesee County (Attachments C, D and E). Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. 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;
- b. 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
- c. It will require that the language of paragraph (d) of this 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:

6. 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.C. 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.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guide lines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect the other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Contract to be executed by their duly authorized agents.

County's Authorized Representative

Subrecipient's Authorized Representative

County's Witness

Subrecipient's Witness

Date

Date

Attachment A
Reimbursement Request Form
 Genesee County Community Development Block Grant (CDBG) Program

I. PROJECT INFORMATION

DATE: _____

Local Unit of Government Name: _____

Project/Activity Title: _____

Program Year: **2019**

Project Number: _____

Contact Person Name: _____

Telephone Number: _____

II. PROJECT FUNDING

2019 Project Funding Amount: _____

\$ _____

Funds Previously Requested: _____

\$ _____

Balance Remaining Prior to This Request: _____

\$ _____

III. CURRENT REIMBURSEMENT REQUEST

Time Period of Expenditures for this Request: _____

Total Reimbursement Request: _____

\$ _____

Balance Remaining After this Request: _____

\$ _____

IV. EXPENSE ITEMS:

Completion of All Sections in this Part is Mandatory

<u>Use of Funds</u>	<u>CDBG Amount</u>	<u>Other Project Funds Amount</u>	<u>Other Project Source</u>
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
TOTAL:	\$	\$	

V. PROJECT STATUS REPORT/ PERFORMANCE REPORT

The Project Status and Accomplishments Report is enclosed:

YES NO

VI. AUTHORIZED SIGNATURE

I certify that, to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the project, scope of work and budget and that the reimbursement represents the federal share due, which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of this grant.

Prepared by: _____

Phone: _____

Name and Title

Approved by: _____

Date: _____

Signature of Authorized Official

Attachment A-1
Reimbursement Request Schedule
Genesee County Community Development Block Grant (CDBG) Program

The following Reimbursement Request Schedule identifies the last date for which requests for reimbursement will be accepted by the Genesee County Metropolitan Planning Commission (GCMPC), as determined by the date expenses were incurred by the Subrecipient. An expense is incurred when work is performed, an item is purchased, or a service is provided.

Example: Expense Incurred: On October 19, 2019, the contractor installs new doors (or supplies are purchased for a senior center, etc.).

Reimbursement: A Reimbursement Request Form and all backup documentation must be submitted to GCMPC no later than November 30, 2019.

For Expenses Incurred:

Reimbursement Request Due No Later Than:

October 1, 2019 – December 30, 2019	January 31, 2020
January 1, 2020 – March 31, 2020	April 30, 2020
April 1, 2020 – June 30, 2020	July 31, 2020
July 1, 2020 – September 30, 2019	October 31, 2020

NOTE:

Reimbursement requests may be required earlier to close the fiscal year. You will be notified if this requirement is applicable.

Attachment B-1

**Project Status and Accomplishments Report for Low to Moderate-Income Area (IMA) Projects
Genesee County Community Development Block Grant (CDBG) Program**

I. PROJECT INFORMATION

DATE:

Local Unit of Government Name:

Project/Activity Title:

Program Year: **2019**

Reporting Period:

Report Prepared By:

Telephone Number:

II. PROJECT STATUS

Check One Project Phase Other Information

Design Phase

Pre-Bid Phase

Expected Date of Bid Publication:

Contract Awarded

List all Prime Contractors, Sub-Contractors and Contract Award Dates:

Pre-Construction

Pre-Construction Meeting Date:

Under Construction

Circle One: The project is 10%, 25%, 50%, 75%, 100% Complete

III. ACCOMPLISHMENT NARRATIVE

Use the space below to briefly explain what accomplishments have been achieved under this project to date.

Narrative:

IV. TOTAL PERSONS ASSISTED (NOT REQUIRED FOR DEMOLITION PROJECTS)

How many persons have been assisted with this public facility / infrastructure improvement? _____

Attachment B-3

**Project Status and Accomplishments Report for Limited Clientele (IMC) Projects (Non-Public Service)
Genesee County Community Development Block Grant (CDBG) Program**

I. PROJECT INFORMATION

DATE:

Local Unit of Government Name:

Project/Activity Title:

Program Year: **2019**

Reporting Period:

Report Prepared By:

Telephone Number:

II. PROJECT STATUS

Check One	Project Phase	Other Information
	Design Phase	
	Pre-Bid Phase	Expected Date of Bid Publication:
	Contract Awarded	List all Prime Contractors, Sub-Contractors and Contract Award Dates:
	Pre-Construction	Pre-Construction Meeting Date:
	Under Construction	Circle One: The project is 10%, 25%, 50%, 75%, 100% Complete

III. ACCOMPLISHMENT NARRATIVE

Use the space below to briefly explain what accomplishments have been achieved under this project to date.

Narrative:

IV. DIRECT BENEFIT DATA BY PERSONS

Race	Current Reporting Period		Cumulative Count	
	Total Persons by Race	For Each Race, Number Hispanic/Latino	Total Persons by Race	For Each Race, Number Hispanic/Latino
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				

Total				
--------------	--	--	--	--

V. INCOME LEVELS FOR "PRESUMED BENEFIT" POPULATIONS SERVED

Check One	Group Served	Income Level
	Elderly (62 and older):	Low Income
	Abused Children:	Extremely Low Income
	Battered Spouses:	Low Income
	Persons with Disabilities:	Low Income
	Homeless Persons:	Extremely Low Income
	Illiterate Adults:	Low Income
	Persons with AIDS:	Low Income
	Migrant Farm Workers:	Low Income
	Other:	Moderate Income (unless otherwise documented)

Attachment C
Genesee County Labor Standards
Genesee County Community Development Block Grant (CDBG) Program

- **Contract under \$2,000**

No Labor Standards required.

- **Contract exceeds \$2,000**

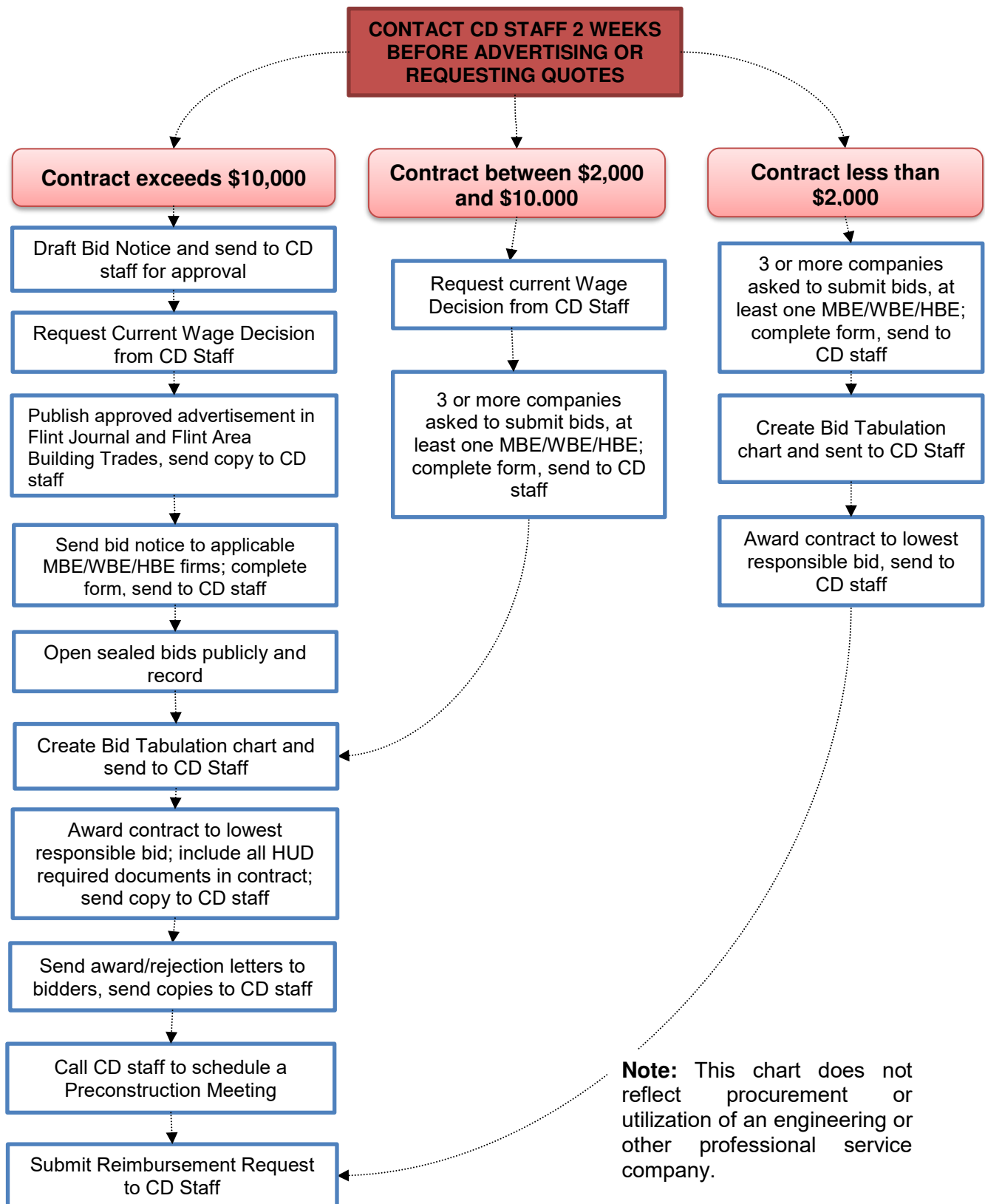
Notify County staff at least two weeks before advertising or requesting quotes.

County staff will provide the Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications. Obtain approval of Genesee County Community Development Program staff at (810) 257-3010 ***prior to advertising bid opportunities.***

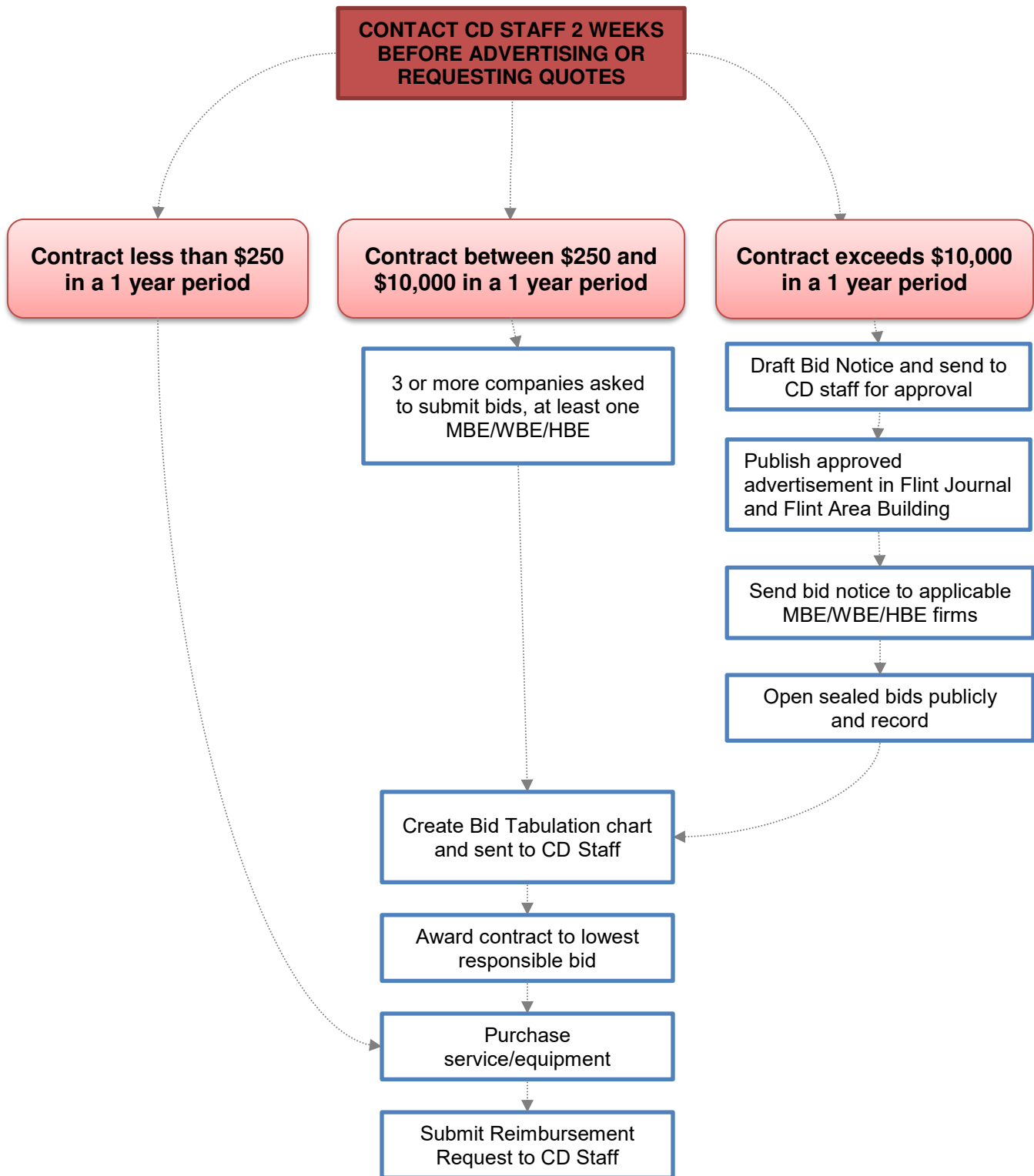
Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County Community Development Program staff at (810) 257-3010 to establish a preconstruction meeting ***immediately after contract has been awarded.***

Community Development Block Grant (CDBG) Program Procurement Process for Construction Contracts



Community Development Block Grant (CDBG) Program Procurement Process for Service/Equipment Contract



Attachment D
Genesee County Bid Procedures
Genesee County Community Development Block Grant (CDBG) Program

• **MANDATORY FOR ALL CONTRACTS**

1. Bid specifications submitted to and approved by GCMPC staff
2. Pre-bid meeting with GCMPC staff
3. Staff to provide Wage Decisions for bid packet for construction activities
- **Davis-Bacon Act:** Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages in order to receive reimbursement
4. Submit bid tabulation to GCMPC staff
5. Award bid to lowest responsible bidder
6. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
7. A copy of any signed contract assisted with federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Community Development Program offices, located at:

Room 223, 1101 Beach Street, Flint, MI 48502

Telephone: (810) 257-3010

Fax: (810) 257-3185

www.gcmpe.org

• **Contract for Services/ Emergency Repairs/ Supplies Over \$250**

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a Minority/Women/Handicapped Business Enterprise (MBE/WBE/HBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one year period.

New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

• **Contract Between \$250 and \$10,000**

Three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a MBE/WBE/HBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Community Development Program).

- **Contract Exceeds \$10,000**

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Bid notice also should be sent to as many applicable MBE/WBE/HBE firms as can be found through means inclusive, but not limited to, the "Genesee County Minority Business Directory" (Document this and send copies to Genesee County Community Development Program.)

Bid notice must be sent to the Flint Area Building Trades Council.

Sealed bids must be publicly opened and recorded (bid tabulation placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Lowest responsible bid should be awarded contract (letter of award/rejection placed in subrecipient's file and copy sent to Genesee County Community Development Program). **IF** lowest responsible bidder is not awarded, the subrecipient ***must submit written justification and obtain approval*** of the award from Genesee County Community Development Program staff.

- **Contract Equal to or Exceeds \$100,000**

Follow requirements for a contract which exceeds \$10,000.

The work to be performed under these contracts, and any subsequent subcontracts for work performed under this amount of contract award, are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Bid notice must include reference of Section 3 opportunities available under this contract/subcontract. Any vacant employment positions, including training positions to be filled as a direct result of this contract/subcontract, must be in compliance with Section 3 requirements.

Attachment D
CDBG Federal Requirements Checklist

Advertisement:

___ Sealed Proposals will be received by the Local Unit of Government for Project Name, located at address. Proposals will be received at location, address, until time, date. All bids received will be opened and publicly read aloud.

___ The above referenced project is a federally funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements; and Section 3 of the Housing and Urban Development Act of 1968.

___ Minority/Women/Handicapped business owned enterprises (MBE/WBE/HBE) and Section 3 business concerns seeking bid opportunities under this Project Notice are encouraged to respond.

___ Description of project with enough detail that the contractors can tell if they would want to apply.

___ The right is reserved by Local Unit of Government to accept any bid, to reject any or all bids, and to waive any irregularities in any bid, in the interest of Local Unit of Government.

Bid Packet:

___ The above-reference project is a federal funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with the federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation, federal equal opportunity requirements and Section 3 of the Housing and Urban Development Act.

___ Enclosed is the set of documents related to compliance with federal requirements concerning Genesee County Community Development Block Grant projects/ or Federal Requirements/CDBG Requirements:

- ___ Labor Standards Requirements
 - ___ Federal Labor Standards Provisions (Form HUD-4010)
- ___ Equal Employment Opportunity Requirements
 - ___ Equal Employment Opportunity Clause
 - ___ Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - ___ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
 - ___ Participation Goals for Minorities and Females
- ___ Minority/Women/Handicap Business Enterprise Requirements
 - ___ Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures

- ___ Genesee County MBE/WBE/HBE Outreach Form
- ___ Genesee County Certified Businesses and Minority Directory
- ___ Section 3 Clause Requirements
 - ___ Section 24 CFR, Part 135.38 and HUD Grant Agreement (Section 3)
 - ___ Certification for Business Concerns Seeking Section 3 Preference in Contracting
 - ___ Resident Opportunity for Section 3 Eligibility
- ___ Applicable Federal Acts, Guidelines, and Orders
 - ___ Architectural Barriers Act of 1968 Provision
 - ___ Accessibility Guidelines for Building and Facilities
 - ___ Clean Air Act of 1970 and Federal Water Pollution Control Act Provisions
 - ___ Wetlands Protection Clause Executive Order 11990
- ___ Davis-Bacon Act Requirements
 - ___ Project Wage Decision

Contact:

___ "The Contractor acknowledges that this project is funded through a Community Development Block Grant Program grant from the U.S. Department of Housing and Urban Development."

___ Grant Compliance

___ *Prevailing Wage.* The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section. For the purpose of this Section, the Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, *et seq.*, and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov.

___ The Federal Labor Standards Provisions and the wage decision for this project are attached.

___ *Equal Employment Opportunity.* The Equal Employment Opportunity requirements (Executive Order 11246, as amended - 41 CFR Part 60-1.4(b)) are detailed

___ Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246- 41 SFR Park 60.4.3).

___ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246- 41 SFR Park 60.4.3)

___ Participation Goals for Minorities and Females

___ *Minority/Women/Handicap Business Enterprise.* The Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures and Outreach Form.

___ A list of references for locating a MBE/WBE/HBE

___ *Section 3.* The Section 3 Clause (24 CFR Part 135.38) is included. Any Business Enterprise (Conc em) claiming Section 3 status must fill out the form.

___ *Architectural Barriers Act of 1968 Provision.* The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984-42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

___ *Accessibility Guidelines for Buildings and Facilities.* A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at www.access-board.gov/adaag/htm. This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of buildings and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

___ *Clean Air Act of 1970 and the Federal Water Pollution Control Act.* Applicable to contracts and subgrants of amounts in excess of \$100,000.00. An amendment must be included in contracts over \$100,000.00 which shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

___ *We tlands Protection Clause.* We tlands Protection Clause (Executive Order 11990) is included.

Attachment D
CDBG Projects Under \$10,000

Project Check List

Community: _____ Project Number: _____

Project Year & Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email: _____

Projects Between \$250 - \$10,000

Quotes / Cost Estimates

- 3 Price Quotes
- At least 1 of 3 was Minority/ Women/ Handicap Business Enterprise
- Letters of Award / Rejection to Companies that Submitted Quotes

Projects Greater than \$2,000 – Davison Bacon Triggered

- Referenced Memo NO. 130 for Project Classification
- Wage Decision Type: _____
- General Decision Number: _____
- Modification Number and Date: _____

Pre-Construction Period

- Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____
- (Optional) Pre-Construction Meeting Date: _____
- N/A or Pre-Construction Meeting Minutes/ Notes
 - Contract Award Letter or Resolution
 - Contract Award Date: _____
- Is the Award Date Within 90 Days of Bid Opening? Yes No
- Contract Dollar Amount: \$ _____
- Signed Construction Contract

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Signed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed

<input type="checkbox"/> No "Other Deductions"	or	<input type="checkbox"/> "Other Deductions" with Written Authorization
<input type="checkbox"/> Fringes Option A	or	<input type="checkbox"/> Fringes Option B
<input type="checkbox"/> Payrolls Numbered	and	<input type="checkbox"/> Final Payroll Marked

Employment Utilization Report

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment D
CDBG Projects Over \$10,000

Project Check List

Community: _____ Project Number: _____

Project Year & Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email: _____

Bidding Process

Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Federal Funding Reference Included in Bid Advertisement

Federal Funding Requirements Included in Bid Packet

Bid Advertisement Date: _____

Pre-Bid Meeting Date: _____

Bid Opening Date: _____

Wage Decision Verification 10 9 8 7 6 5 4 3 2 1 days Prior to Bid Opening:

No Modification

Modification – Do not have reasonable time to notify bidders Report included in file

Modification – Effective

If Modification Effective: New General Decision Number: _____

If Modification Effective: New Modification Number and Date: _____

Minority/Women/Handicap Business Enterprise Outreach Form Completed

Bid Tabulation

Section 3 Bids within 10% of Lowest Bidder

Section 3 Bids not within 10%

None

Section 3 Summary Report

Other Notes:

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Pre-Construction Meeting Date: _____

- N/A or Pre-Construction Meeting Minutes/ Notes
- Includes Date and Place of Conference
 - Includes Project Name, Location and Description
 - Includes Name of Contractor
 - Includes Contract Amount
 - Includes Wage Determination Number
 - Includes Summary of Items Covered
 - Includes List of Attendees

Contract Award Letter or Resolution

Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

If No - Wage Decision Verification:

- No Modification
- Modification

If Modification:

General Decision Number: _____

Modification Number and Date: _____

Local Unit Notified on: _____

Bidders Notified on: _____

Contract Dollar Amount: \$ _____

- Signed Construction Contract
- Includes Labor Standard Provisions
 - Includes Wage Decision, Including Modifications

Notice to Proceed Letter

- N/A or Contract Change Orders (Only Allowed After the Start of Construction)
- Approved at Official Meeting
 - Signed by Contractor
 - Added as Addendum to Contract
 - Cumulative Total of Change Orders Does Not Exceed 20% of Original Contract

Other Notes:

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed

<input type="checkbox"/> No "Other Deductions"	or	<input type="checkbox"/> "Other Deductions" with Written Authorization
<input type="checkbox"/> Fringes Option A	or	<input type="checkbox"/> Fringes Option B
<input type="checkbox"/> Payrolls Numbered	and	<input type="checkbox"/> Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Sub-Contractor Compliance

Sub-Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

Time Period: _____ Payroll and Correspond to Wage Decision OR No Work Performed

No "Other Deductions" or "Other Deductions" with Written Authorization
 Fringes Option A or Fringes Option B
 Payrolls Numbered and Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment E
Minority/ Women/ Handicap Business Enterprise Procurement Procedures
Genesee County Community Development Block Grant (CDBG) Program

Projects assisted with Genesee County Community Development Block Grant (CDBG); Emergency Shelter Grants (ESG); and HOME Investment Partnerships Program (HOME) funds must comply with Program procurement standards. Federal regulations contained at 24 CFR 85.36(e)(2)(I) require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmhc.org/wp-content/uploads/2017/08/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment F
Genesee County MBE/ WBE/ HBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/ WBE/ HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/ WBE/ HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/ WBE/ HBEs.

1) Contractor Name: _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

Written Bid Received: YES NO Amount: _____

Were they Selected for Contract?: YES NO

If No, Why? _____

MBE/ WBE/ HBE: YES NO

Section 3: YES NO If yes, please fill out Section 3 forms.

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ 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.

 Authorizing Name and Signature

 Date

Attach the following documentation, as applicable, as evidence of status. Not all may apply to your firm or circumstance, although at least one will apply.

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

- | | |
|---|---|
| <input type="checkbox"/> Copy of resident 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 previous year's income tax filings 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:

- | | |
|---|---|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Copy of previous year's income tax filings 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
- Copy of all Subcontractors' previous year's income tax filings

FY 2019 Median Family Income for Flint and Genesee County MSA - \$57,300		
Section 3 Maximum Income Limits		
Number in Household	Very-Low Income	Low Income
One Person	\$21,400	\$25,700
Two Person	\$24,450	\$29,360
Three Person	\$27,500	\$33,050
Four Person	\$30,550	\$36,700
Five Person	\$33,000	\$39,650
Six Person	\$34,450	\$42,600
Seven Person	\$37,900	\$45,550
Eight Person	\$40,350	\$48,450

Attachment H

**Certification For Residents For Seeking Section 3 Preference in Training and Employment
Genesee County Community Development Block Grant (CDBG) Program**

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year's income tax filings.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

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

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 included in this Certification.

My permanent address is: _____

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

Copy of lease Copy of receipt of public assistance

Copy of Evidence of participation in a public assistance program Copy of the most recent year's income tax filings

Other evidence _____

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.

Print Name

Date

Signature

Date

FY 2019 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$57,300

MAXIMUM HIP INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$12,850	\$21,400	\$25,700	\$34,250
Two Person	\$16,910	\$24,450	\$29,360	\$39,150
Three Person	\$21,330	\$27,500	\$33,050	\$44,050
Four Person	\$25,750	\$30,550	\$36,700	\$48,900
Five Person	\$30,170	\$33,000	\$39,650	\$52,850
Six Person	\$34,590	\$35,450	\$42,600	\$56,750
Seven Person	\$37,900	\$37,900	\$45,550	\$60,650
Eight Person	\$40,350	\$40,350	\$48,450	\$64,550

Attachment I
Section 3 Summary Report
 Genesee County Community Development Block Grant (CDBG) Program

Part I. Employment and Training

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	Number of Section 3 Trainees
Professionals			
Technicians			
Office/Clerical			
Construction by Trade (List)			
Trade -			
Trade -			
Trade -			
Trade -			
Other (List)			
Other -			
Other -			
Other -			
Other -			

Part II. Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A. Total dollar amount all non-construction contracts awarded on the project	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III. Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (check all that apply)

____ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the neighborhood or within Genesee County, or similar methods

____ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents

____ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns

Attachment J
Federal Award Information

Genesee County Community Development Block Grant (CDBG) Program

- 1) Recipient Name: Forest Township
- 2) Recipient's Unique Entity Identifier: N/A
- 3) Unique Federal Award Identification Number (FAIN): B-19-UC-26-0001
- 4) Federal Award Date: TBD
- 5) Period of Performance Start and End Date: TBD
- 6) Amount of Federal Funds Obligated by this action: N/A
- 7) Total Amount of Federal Funds Obligated: N/A
- 8) Total Amount of the Federal Award: \$14,003
- 9) Budget Approved by the Federal Awarding Agency: \$14,003
- 10) Total Approved Cost Sharing or Matching where applicable: N/A
- 11) Federal Award Project Description:
- Forest Township shall fund the milling and asphalt resurfacing of Hammil Street from North Street to approximately 2500' west. This improvement will extend the service life of the road.
- 12) Name of federal awarding agency and contact information for awarding official: HUD
- 13) CFDA Number and Name: 14.218
- 14) Identification of whether the award is R & D: N/A
- 15) Indirect Cost Rate for the Federal Award: N/A



GENESEE COUNTY METROPOLITAN
PLANNING COMMISSION

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION COMMUNITY DEVELOPMENT PROGRAM

1101 Beach Street – Room 223, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmnpc.org



DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: April 20, 2020

SUBJECT: Metro Community Development HOME Program Contract Approval

During the last four years, Metro Community Development (MCD) has assisted households with affordable mortgages on qualified homes assisted with federal funds. This allows low to moderate income homebuyers to purchase homes in our community if they cannot receive traditional mortgages. MCD services these loans throughout the life of the mortgage.

The current contract between Genesee County and MCD will expire on May 24, 2020. Of the original \$343,690 allocated towards this project, there is \$51,947 in HOME funding remaining. Due to HUD timeliness requirements, HUD would like the current contract closed and a new contract established. Staff is proposing a one-year contract, with the option to extend annually for three additional years.

At this time, staff is requesting a recommendation of approval from the Allocation Committee to establish a new contract for Affordable Mortgages with Metro Community Development for one year using \$51,947 in HOME Program funds.



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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: April 20, 2020

SUBJECT: Genesee: Our County, Our Future Plan Approval

The draft *Genesee: Our County, Our Future* plan and supporting materials (technical reports and maps) are available on the <http://ourfuturegenesee.org/> website. The draft plan went through a 30-day public comment period which began March 9th and ended on April 7th. No comments were received during the public comment period.

The three (3) public input sessions originally scheduled for the plan were canceled due to Coronavirus concerns. However, the public can view and make comments on the plan 24/7 through the plan website and social media, and staff is available during normal office hours to receive comments and answer questions.

Additionally, staff hosted a conference call public hearing from 5:30 p.m. to 6:30 p.m. on Tuesday, April 7th to receive final public comment on the plan. No comments were received during the public hearing.

At this time, staff is requesting final approval from the Allocation Committee for the *Genesee: Our County, Our Future* plan.



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