1. Agenda

    Documents: 10-07 13 AGENDA.PDF

2. Packet

    Documents: 10-07 13 PACKET.PDF

INKSTER CITY COUNCIL

October 7, 2013
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Hilliard L. Hampton, II
Mayor Pro Tem – Marcus L. Hendricks, District II

Council Members:
Timothy Williams, District I
Lorenzo A. Moner, Jr., District III
Michael A. Canty, District IV
Kim Howard, District V
Dennard Shaw, District VI

FELICIA RUTLEDGE CITY CLERK	RICHARD MARSH CITY MANAGER	DAVID JONES CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order

2. Discussion

3. Presentations

4. Public Hearing

5. Review of Council Agenda

6. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

7. Adjournment

October 7, 2013

Regular City Council Agenda – 7:30 PM

1. Call Meeting to Order

    A. Pledge of Allegiance
    B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

    A. Josie Odum Morris Literacy Project, Inc.- Dr. Louise Edje
    B. Michigan State Police
    C. Reinvent Inkster

4. Public Hearing

5. Consent Agenda

    A. September 16, 2013 Regular Council Meeting Minutes. **Pg. 1**
    B. Allen Brother's and Attorneys, PLLC invoice $20,515.50. **Pg. 5**

6. Boards and Commissions

    A. Update of current list of appointments to Boards & Commissions. **Pg. 6**

7. Previous Business

8. Ordinance(s)

    A. First Reading(s)
    B. Second Reading(s)

9. New Business

    A. Discussion/Action: (Felicia Rutledge) Consider approving a Resolution to declare September 18th Josie Odum Morris Literacy Day in the City of Inkster. **Pg. 14**

    B. Discussion/Action: (Mark Lloyd) Consider approval of the July, 2013 –June 30th, 2018 Wayne County Contract for the CDBG funding in the amount of $268,983 for the HUD Funding Program Year 2013 (July 1, 2013- December 31, 2014). **Pg. 17**

C. Discussion/Action: (Mark Lloyd) Consider adoption of a Resolution authorizing staff to vacate easements on property located at 3651 Middlebelt for purposes of facilitating development of a 12-unit apartment building to house Veterans.

Pg. 67

10. Public Participation

11. Mayor and Council Communication

12. City Clerk

13. City Manager

14. Closed Session

    Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk

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CITY CLERK	CITY MANAGER	CITY ATTORNEY

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Felicia Rutledge
City Clerk

September 16, 2013

Regular City Council Meeting – 7:30 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, September 16, 2013

Prior to the Regular Council Meeting: City Council discussed the agenda, Nankin Transient and the budget.

Moved by Councilmember Canty, Seconded by Councilmember Williams that Council convenes into a Closed Executive Session at 6:54 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 6
NAYS: 0
ABSENT: 0

Moved by Councilmember Howard, Seconded by Councilmember Canty to adjourn the Closed Executive Session at 7:37 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Pro-Tem Hendricks called the meeting to order at 7:41 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Roll Call

Mayor Hampton	Absent	Councilwoman Howard	Present
Councilman Moner	Present	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

Moved by Councilmember Moner, Seconded by Councilmember Shaw to approve the agenda.
Resolution 09-13-141R - Motion carried.

Presentations/Discussion

A. 1st Annual Brian Woehlke Palooza Firefighters Competition- Mark Hubanks, Fire Chief
   1. Sgt. Jeffrey Kitzman
   2. Sgt. Ben Ferguson
   3. Firefighter James Bishop
   4. Probationary Firefighter Kyle Butler

B. 2013 Edward Dunbar Rich Service Award for Tenure at the City of Inkster-City Council
   1. Charles Guy
   2. Bud Avery

Public Hearings (N/A)

Consent Agenda

A. September 3, 2013 Regular Council Meeting Minutes.

> **Moved by Councilmember Canty, Seconded by Councilmember Moner to approve the consent agenda.**
> **Resolution 09-13-142R-**Motion unanimously.

Boards and Commission

A. Update of current list of appointments to Boards & Commissions

Previous Business

Ordinance(s)

New Business

A. Discussion/Action (City Council): Consider the approval of the City Manager contract.

> **Moved by Councilmember Canty, Seconded by Councilmember Howard**
>
> **to approve the City Manager contract.**
>
> **Resolution 09-13-143-**Motion carried unanimously.

Public Participation

- **Nellene Moore**- Had concerns about weed cutting between Middlebelt and Northland.
- **Arthur Hudgens-**Stated he came before the ZBA with a request and was denied with hostility. He said the ZBA members did not even review the material he provided. He also said they only had three members present.
- **Gabe Henderson-**Informed residents that the Inkster Goodfellows will be hosting a Pancake Breakfast on October 12, 2013 from 7:00 a.m. until 12:00 noon at the Inkster Recreation Complex.
- **George Williams-**Asked City Council why are city vehicles being taken to the VIP car wash on Ford Rd. when the city of Inkster has car washes. He asked administration to look into how much the

city is spending on car washes. In addition, he invited City Council to a Boys and Men's luncheon on September 28, 2013, 12:00 noon at Christian Faith Ministries.

- **Larry Bonereck-**Asked members of City Council and the City of Inkster Administration to take a drive around the city. He said certain streets can compete with Detroit. He asked are homes addressed after they have been foreclosed. Furthermore he inquired about the drop dead date for the water increase to stop.

Mayor and Council Communications

- **Councilman Williams-**Asked when the next grass is cutting scheduled.
- **Councilman Shaw**- Had several concerns; he asked about landlord tenant procedures, water amnesty program, will the new Veterans home be on the tax roll, Reinvent Inkster, the dirt on Allen Lumber site, Stratford Place and H & H metals.
- **Mayor Pro-Tem Hendricks**- Gave thanks and appreciation to the citizens that came before City Council. He said the children of the city need to be mentored. In addition, he challenged City Council to look at the Boards and Commission list and talk to residents about participating on Boards and Commissions. Furthermore he told City Council members when discussing the participation of residents don't forget to mention that the Boards and Commissions need quorums to take care of action on agenda items.

City Clerk

City Manager

- Thanked Judge Johnson and Chief Hubanks. He also stated that he will be working with the YES organization to help them establish their 5013c certification. He said the YES organization assist with grass cutting and is sponsoring a father/daughter dance and free hair cuts for students going back to school.

Closed Session

Adjournment

There being no further business to come before Council, on motion duly made by Council Member Williams, Seconded by Councilmember Moner and carried, the Regular Council meeting of September 16, 2013 was adjourned at 8:51 p.m.

Felicia Rutledge, City Clerk
City of Inkster

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 220
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Page: 1
09/23/2013
Account No: 1897M

Attn: City Manager

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees	Expenses
Flat fee/City Attorney work	$6,000.00	$16.96
Municipal Legal Services	$425.00	$11.20
Labor	$2,528.50	$0.00
Litigation	$11,562.00	$787.93

CITY OF INKSTER

Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term	9 Members	Ordinances: 414,457 & 508
Ronald Wolkowicz, Director		Tenure
Denise Champagne, Project Dir. - (Ex-Officio Member)		Tenure
Rochelle Wells		Exp. 08/20/14
April Walton		Exp. 01/18/15
Audrey Jean Searcy		Exp. 06/02/14
Doris Horne		Exp. 09/07/14
Theola Jones		Exp. 11/15/14
Henry Wade		Exp. 03/07/15
Dorothy M. Moore		Exp. 11/15/15
Nellene Moore		Exp. 08/16/14
Dorothy Gardner		Exp. 06/16/14
Chuck Coleman		Exp. 04/04/15
Gabe Henderson		Exp. 04/04/15

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
Alfreda Robinson		Clerk of the Board – Non Voting
Gloria Brown		Exp. 12/31/14
Ned Sanders (Alternate)		Exp. 05/02/14
Dante Williams		Exp. 03/19/14
Celeste McDuffie		Exp. 03/19/14

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]
2 Year Term

Toni Bailey	Exp. 04/26/14
Enoch Jackson	Exp. 04/26/14
Joe Burton	Exp. 04/26/14
Rev. George Williams (T)	Exp. 04/26/14
Eunice Williams (C)	Exp. 04/26/14
Wyanetta Motley (S)	Exp. 04/16/14
Horace Jordan	Exp. 04/26/14
Larry Motley (C)	Exp. 04/26/14
Dorothy McClendon	Exp. 05/14*
Dr. Evelyn Clark	Exp. 05/14*
Tommie Jones	Exp. 05/14*
Cephus Thomas	Exp. 04/26/14
Clareese Jordan	Exp. 11/13
LaShawn Westbrook	Exp. 05/14*
Blinda Jones	Exp. 05/14*
Robert Broadnax	Exp. 05/07/14
Minnie Johnson	Exp. 05/14*
Alana Glover	Exp. 05/07/14
Gabe Henderson	Exp. 05/7/14
Shera Johnson	Exp. 05/14*
Demetrius Dalton	Exp. 05/21/14
Henry Wade	Exp. 05/14*

BEAUTIFICATION COMMITTEE (continued)

John W. Gee, Jr.	Exp. 05/14*
Tania James	Exp. 05/14*
Khalisha Nathan	Exp. 05/21/14
Toya Ellis	Exp. 05/14*
Princella Ellis	Exp. 05/21/14
Theresa Lindsey	Exp. 05/21/14
Norma Taylor	Exp. 05/21/14
Alto Baker	Exp. 05/14*
Kent Hudson	Exp. 05/14*
Donna Towns	Exp. 06/04/14
Elcfernick M. Lotman	Exp. 06/14*
Epson Johnson	Exp. 06/14*
Patricia Morgan	Exp. 06/14*
LeVania Henderson	Exp. 06/18/14
DeShandra Motley	Exp. 6/17/15
Denise Motley	Exp. 06/17/15

BUILDING AUTHORITY COMMISSION - *Inactive*

[MEETINGS: Second Monday in January]
3 Year Term | 5 Members | State Law and Resolution 74-1-39

Nathaniel Elcock	Exp. 12/31/05
Hersey Bryant, (C)	Exp. 12/31/00
Horace Wells	Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]
3 Year Term | 9 Members | Ordinances 593 and 609

Timothy Williams Ex-Official		Exp. 11/16/12
~~Danny Van Schoiack~~	Dist. 1	Exp. 12/01/11
Vacant	Dist. 2	
Vacant	Dist. 3	
Alfreda Flowers	Dist. 4	Exp. 06/04/15
Vacant	Dist. 5	
Lewis Gregory (C)	Dist. 6	Exp. 01/04/13
~~George Coller~~	**Mayoral**	Exp. 03/16/12
~~Carmen Mitchell~~	At-Large	Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]
4 Year Term | 4 Members | State Law

Deborah Owens (Dem)	Exp. 12/31/15
Gloria Brown (Dem)	Exp. 06/04/16
Courtney Owens (Dem)	Exp. 06/04/16
Eugene Brazeal (Rep)	Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]
3 Year Term | 3 Members | Ordinances 237 & 559

Clarence Oden	Exp. 6/18/15
Vacant - (Employee Representative)	
~~James White~~ - (Commission Appointment)	Exp. 12/04/11

CONSTRUCTION BOARD OF APPEALS/DANGEROUS BUILDING BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Theola Jones		Exp. 04/14
~~Henry Wade~~		Exp. 05/11
- (Licensed Plumber)		
Kenyatta Mason		Exp. 11/12
- (Licensed Electrician)		
Marcus Hendricks – Temporary Alternative		
- (Licensed Electrician)		
– Building Inspector		
- (Licensed Engineer/Inspector)		
Yuri Mayorchak		Exp. 11/13
George A. Chatman		
David Stevens		

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Hilliard L. Hampton, II		Tenure
Vacant		Exp. 01/18/14
Lewis Gregory (Treasurer)		Exp. 09/20/14
Vacant		Exp. 07/20/13
Tom Costello (VC)		Exp. 10/06/12
Stephanie Taylor (C)		Exp. 11/03/12
Cheryl Brown		Exp. 07/19/14
Andrea Parson		Exp. 08/01/15
Winston Wade(Secretary)		Exp. 12/17/16
Vacant		

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Hilliard L. Hampton, II		
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Vacant		Exp. 06/07/16
Vacant		Exp. 06/07/16
Deborah Walker		Exp. 06/07/16
Mary Weislo		Exp. 03/07/17
Cassandra Leonard		Exp. 06/07/16
Herbert Johnson		Exp. 06/07/16
Dennis Weislo		EXP. 06/07/19
Vacant		

ELECTRICAL EXAMINING BOARD

Indefinite Terms	4 Members	State Law and Ordinance 616
Walter Bays (Elec. Cont.)		
Andrew Hughes (Adm. Official)		
Carlton Trouteaud (Rep. of Detroit Edison)		

October 7, 2013

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term | 6 Members | State Law and Ordinance 99

Tony Love, Director & Secretary	Tenure
William Acklin	Exp. 03/17
Ernest Hendricks	Exp. 03/13
James Orr	Exp. 11/13
Ernestine Williams	Exp. 03/13
Delphine Oden	Exp. 08/14

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term | 7 Members | State Law and Ordinance 196

Vacant	Dist. 1	
Vacant	Dist. 2	
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Michael Wells	Dist. 6	Exp. 12/20/12
Vacant		

LIBRARY BOARD 4 year term

Michael Wells	Exp. 2015
Sandra Markwart	Exp. 2015
Dorothy Gardner	Exp. 2015
Dosys Thompson	Exp. 2015
LaDon Gibbs	Exp. 2015
Paulette Dye	Exp. 2015

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term | 7 Members | Ordinance: 603

Vacant	Dist. 1	
Curtistine Barge	Dist. 2	Exp. 12/05/13
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	**Mayoral**	

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term | 7 Members | State Law and Ordinance 409

Theodore Mimms	Exp. 11/19/14
Eugene Thompson (VC)	Exp. 11/19/14
Dorothy Gardner	Exp. 11/19/14
Darwin Howard	Exp. 12/15/14
William Howard	Exp. 11/03/15
Cheryl Stinson	Exp. 02/02/16
Vacant	

October 7, 2013

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term — 9 Members — Ordinances: 493 & 551

Sandra French	Dist. 1	Exp. 04/30/14
Shirley Miller	Dist. 2	Exp. 03/25/14
Shelby Johnson	Dist. 3	Exp. 01/03/14
Vernell Massey	Dist. 4	Exp. 11/04/14
Gloria Mitchell	Dist. 5	Exp. 07/18/13
James Richardson IV	Dist. 6	Exp. 01/03/14
Tonia Williams	Mayoral	Exp. 04/04/13
Sheila Garland	Mayoral	Exp. 05/21/14
Norma McDaniel	Council	Exp. 12/20/14

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term — 6 Members

Vacant	Dist. 1	
Vacant	Dist. 2	
Cory Wells	Dist. 3	Exp. 12/05/13
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	**Mayoral**	

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

3 Year Term — 9 Members — State Law and Ordinance 33

Marcus Hendricks	Tenure
Hilliard L. Hampton, II	Tenure
Darryl Davis (City appointee) (Vice Chairman)	Exp. 10/15
Robert Thomas (Secretary)	Exp. 10/15
Emmereal Wells	Exp. 01/15
James Garrett	Exp. 02/14
April Walton	Exp. 09/16
Sam Brown (Chairman)	Exp. 10/14
Richard Wooten	Exp. 08/16

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 6:00 p.m., Fire Station]

2 Year Term — 5 Members — Charter

Jean Overman	**Mayoral**	Exp. 10/14
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard L. Hampton II	**Council**	Exp. 12/14
Charles Hines (**Pension Board Appt)**		Exp. 12/12

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Shaw	App. 02/04/13
Mayor Pro-Tem Hendricks	App. 02/18/13
Dennis Welslo	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term — 7 Members — State Law and Ordinance 277

Vacant	**Dist. 1**	
Vacant	**Dist. 2**	
James Cross (VC)	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs	Dist. 4	Exp. 05/16/14
Vanola Williams	Dist. 5	Exp. 09/03/16
Norma McDaniel (S)	Dist. 6	Exp. 10/19/15
Vacant. (C)		

Nankin Transit

[Meetings: Third Thursday of each month at 5:30 p.m., Westland City Hall]

Michael Canty, Council Appointee	Exp. Tenure
Denise Champagne	

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term 13 Members Resolution 85-8-331

Hilliard L. Hampton, II	Tenure
Richard Marsh	Tenure
Bishop Walter L. Starghill, Jr.	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Vacant	Exp. 06/07/16
Dennis Weislow	Exp. 06/07/19
Cassandra Leonard	Exp. 06/07/16
Mary Weislow	Exp. 06/07/16

TIFA WORKING COMMITTEE FOR THE JUSTICE CENTER

5 Members

Bishop Walter L. Starghill	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Vacant	Exp. 06/07/16
Vacant	

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]

Terms 1, 2 and 3 years Up to 9 members Resolution 02-9-458

Timothy Williams, City Council Representative	Tenure
Richard Marsh, City Manager	Tenure
Mark Stuhldreher, Treasurer	Tenure
Mark Lloyd, Community Development Director (VC)	Tenure
Tonia C. Williams (C)	Exp. 6/27/14
Dorothy Gardner	Exp. 10/05/15

CARVER HOMES DISTRICT CITIZENS COUNCIL- *Inactive*

[MEETINGS: Third Thursday of each month at 6:30 P.M., St. Clements Manor]

Velma Hammons
Daniel Henderson
Willie Johnson
Bessie Jones
Melodie Jones
Clara Gray-Joiner
Geneva Lyles
Norma McDaniel
Ramona Rogers
Antonio Shaw
Jacqueline Treadway
Rita Watson
Barbara Whatley
Julius Williams
Glaynda Wright
Chris Yatooma

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

KMc

To: Richard Marsh, City Manager

Date: September 23, 2013

From: Felicia Rutledge, City Clerk FR

Date for Council Consideration: October 7, 2013

ACTION REQUESTED: Consider approving a Resolution to declare September 18th as the Josie Odum Morris Literacy Day in Inkster, Michigan.

Current Action __X___ Emergency ______ Future ______

Funds Budgeted: If Yes _____ Account #__________ No ______ N/A ______

Treasurer's Approval ____________________

BACKGROUND INFORMATION

The Josie Odum Morris Literacy Project, Inc. is seeking approval to declare September 18th as the Josie Odum Morris Literacy Day in the City of Inkster.

Founded in 2007, the Josie Odum Morris Literacy Project, Inc. (JOMLP) is a not-for-profit organization dedicated to equipping children and adults with the necessary literacy skills to achieve their full potential.

Their mission is to promote literacy in Inkster, MI, by making new books, forums, workshops and reading and writing tutors available and accessible to city residents.

The Josie Odum Morris Literacy Project believes that readers can become leaders and by developing better readers they will build self-esteem, encourage academic and socioeconomic growth and empower the community.

SCOPE OF SERVICES

To provide literacy skills to children and adults.

JUSTIFICATION

- According to the Detroit Literacy Coalition 38% of adults that live in the City of Inkster are functionally illiterate.
- According to a National Governors' Association Task Force on Adult Literacy, illiteracy is an intergenerational problem.

The Josie Odum Morris Literacy Project seeks to:

- increase community awareness surrounding the issue of illiteracy.
- Increase parental involvement in children's academic development.
- encourage children to read and become lifelong learners.
- enable adults to have socioeconomic mobility by assisting in the improvement of their literacy skills.

RECOMMENDATION

To approve a Resolution declaring September 18th as the Josie Morris Literacy Day in the City of Inkster.

PROJECT OR IMPROVEMENT TASKS

PROJECT TIME TABLE

RESOLUTION

Whereas, Inkster City Council hereby approves September 18th as the Josie Odum Morris Literacy Day in the City of Inkster.

Resolved by ____________________________ Seconded by ____________________________

Yes:
No:
Absent:

City of Inkster, Michigan

Proclamation Honoring

The Josie Odum Morris Literacy Project, Inc.

WHEREAS, the Josie Odum Morris Literacy Project, Inc. (JOMLP) is a not-for-profit organization dedicated to equipping children and adults with the necessary literacy skills to achieve their full potential; and

WHEREAS, their mission is to promote literacy in Inkster, MI, by making new books, forums, workshops and reading and writing tutors available and accessible to city residents; and

WHEREAS, JOMLP believes that readers become leaders; and

WHEREAS, JOMLP believes by developing better readers we build self-esteem, encourage academic and socioeconomic growth and empower our community; and

WHERAS, JOMLP seeks to increase community awareness surrounding the issue of illiteracy; and

WHEREAS, JOMLP seeks to increase parental involvement in their child's academic development; and

WHEREAS, JOMLP seeks to encourage children to read and to become lifelong learners; and

WHEREAS, JOMLP seeks to enable adults to have socioeconomic mobility by assisting them in the improvement of their literacy skills.

WHEREAS, on September 8, 2009 the City of Inkster, City Council proclaimed the day of September 18, 2009 as the Josie Odum Morris Literacy Day in Inkster, Michigan.

NOW THEREFORE, LET IT BE KNOWN, That the Mayor and Council of the City of Inkster, do hereby on behalf of the residents of the City of Inkster, recognize The Josie Odum Morris Literacy Project, Inc. and do declare September 18th hence forth and forever as the official Josie Odum Morris Literacy Day in the City of Inkster.

IN WITNESS WHEREOF, I hereby set my hand and have caused the Seal of the City of Inkster to be affixed this 7th day of October, 2013

Mayor Hilliard Hampton, Jr.

REQUEST FOR COUNCIL ACTION

prq

To: Richard Marsh – City Manager

Date: September 23, 2013

From: Mark D. Lloyd
Community Development Director

Date for Council Consideration: Oct 7, 2013

ACTION REQUESTED: Consider approval of the July 1, 2013 – June 30, 2018 Wayne County Contract for CDBG funding in the amount of $268,983 for the HUD Funding Program Year 2013 (July 1, 2013 – December 31, 2014).

Current Action __X__ Emergency _____ Future _____

Funds Budgeted: If Yes _____ Account #________ No _____ N/A __X__

Treasurer's Approval __n/a________

BACKGROUND INFORMATION

A public hearing was held during the January 22, 2013 City Council meeting, per Department of Housing and Urban Development (HUD) guidelines, for CDBG Funding Program Year 2013. City Council approved the CDBG funding request in the amount of $314,795, however, only $268,983 was granted as identified below. After execution of the contract, funds may be transferred between activities or to new activities (new activities must be approved during a public hearing). The city attorney received a copy of the contract for review.

SCOPE OF SERVICES

Acceptance of Year 2013 Wayne County CDBG Contract in the amount of $268,983 for the time frame beginning July 1, 2013 – Dec 30, 2014 for the following activities:

- Annapolis Pointe (Carver Homes Bond Replacement) - $245,000
- Countywide Housing Rehabilitation - $10,000
- Code Enforcement - $10,000
- Administration - $3,983

JUSTIFICATION

These activities fall under HUD's National Objective as required by the County: 1) Benefits low and moderate income persons, 2) Aids in the prevention or elimination of slums or blight, or 3) Meets a need having a particular urgency.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the Image of Inkster by improving communities or neighborhoods, helping to make them livable or viable by providing benefits to low and moderate income persons or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

COSTS

All costs are reimbursable through the grant.

PROJECT TIME TABLE

July 1, 2013 – December 31, 2014.

RESOLUTION

Authorization is hereby given to accept the July 1, 2013 – June 30, 2018 Wayne County Contract for CDBG funding in the amount of $268,983 for the HUD Funded Program Year 2013 (July 1, 2013 – December 31, 2014).

Resolved by ______________________ Seconded by ______________________

Yes:
No:
Absent:

SUBRECIPIENT AGREEMENT FOR

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BETWEEN THE

CHARTER COUNTY OF WAYNE

AND

THE CITY OF INKSTER

Term July 1, 2013 through June 30, 2018

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this ______1______ day of July, 2013, by and between the Charter County of Wayne, acting through Wayne County Community Development Division of the Economic Development Growth Engine, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") and the City of Inkster whose address is 26215 Trowbridge, Inkster, MI 48141 (the "**Subrecipient**").

Mutual Understandings

Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("**HUD**") to be the recipient of Community Development Block Grant ("**CDBG**") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "**Act**"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.

The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program in the amount of up to Two Hundred Sixty Eight Thousand, Nine Hundred and Eighty Three Dollars (268,983.00) to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2013 starting July 1, 2013.

The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.

Both the Subrecipient and the Recipient ("**Parties**") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,

The Work to be performed under this Agreement must be completed within thirty (30) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.

The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.

The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent:

1.01 "**Agreement**" means this document its final form as executed by the County and Subrecipient.

1.02 **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.

1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities.

1.04. **"City"** means the following:

(i) Any unit of general local government located in Wayne County that is classified as a municipality by the Unites States Bureau of the Census, or
(ii) Any other unit of general local government located in Wayne County that is a town or township.

1.05. **"Closing** or **Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.

1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient.

1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.

1.09. **"LMI"** shall mean low and moderate income.

1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.

1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.

1.12 **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.

1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.

1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.

1.15. **"Recipient"** or **"County"** shall mean the County of Wayne,

1.16. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD at 24 CFR Part 570.503 subpart A, C, D, I, J, K, and O or section 570.405 92, as the same may be amended from time to time.

1.17. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

1.18. "Subrecipient" shall mean the City of Inkster, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG but any eligible activity under CDBG Rules and Regulations that is not listed below may be allowed under this Agreement:

(a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

(b) Disposition. Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;

(c) Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the Subrecipient. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b);

(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205;

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the Subrecipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions;

(g) Payment of non-Federal share. Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) Urban renewal completion. Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) Relocation. Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) Loss of rental income. Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) Housing services. Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) Privately owned utilities. CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) Construction of housing. CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) Homeownership assistance. CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o) Special Economic Development. The provision of assistance either through the Subrecipient directly or through public and private organizations, agencies, and other

Subrecipients (including nonprofit and for-profit Subrecipients) to facilitate economic development by:

1. Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;
2. Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and
3. Providing general support, including, but not limited to, peer support programs,
4. counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.
5. Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the Subrecipient or Subrecipient to carry out the activities under this paragraph (o).

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) Assistance to institutions of higher education. Provision of assistance by the Subrecipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under CDBG guidelines.

2.02 National Objectives. Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low- and moderate-income persons
    a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
        1. Area is primarily residential and activity meets LMI needs.
        2. Income levels are documented by Census or an approved substitute.
        3. Exceptions apply under special circumstances.

    b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
        1. Persons are presumed to be LMI (abused children, elderly, homeless).
        2. Assistance is for LMI persons owning or developing microenterprises.
        3. Activity is a job training or placement activity. (Conditions do apply.)

    c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
        1. At least 51% of units must be occupied by LMI.
        2. Exceptions to the 51% rule are possible under limited circumstances.

    d. (LMJ) Jobs -- activity creates or retains jobs:
        1. At least 51% of the jobs must be held by or available to LMI persons.
2. Aids in the prevention or elimination of slums or blight
        1. Area must have a substantial number of deteriorated buildings.
        2. Activity must address one or more conditions contributing to deterioration.
        3. Spot Basis -- activity eliminates specific condition of blight in particular instance.

3. Meets a need having a particular urgency (referred to as urgent need).
        1. Conditions are a serious and immediate threat to health and welfare and are of recent origin

2. It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/ Budget and Payment

The Subrecipient agrees as follows:

3.01 The Work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A. Any work undertaken by Subrecipient for such eligible activity shall be completed on or before thirty (30) months from July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's modification process. In addition, the Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient in the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 The description of each of the CDBG activity shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Agreement. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 During the term of this Agreement, Subrecipient can transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with the consent from the County.

3.04 PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Grant amount. It is also expressly agreed and understood that all amounts allocated hereunder to the Sub recipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient; and all requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

Section 4

Contractors

4.01 Using Contractors: Typically, Subrecipient shall use a contractor when:

1. The activity is a project with a discrete activity and does not involve program management or administration.
2. There is a specific activity under the contract with a clearly defined beginning and end date. The specific activity undertaken by a contractor may be a physical project (like a multi-family rehabilitation) or a social service activity (like running a day care center or a housing rehabilitation program.)

4.01.1 Contractor Procurement: Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules and **24 CFR 85.36**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds $100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.02 Agreements with Contractors: Subrecipients must enter into agreements with contractors.

In order to meet HUD and County CDBG Program requirements, agreements with contractors must address the following:

1. Scope of services to be provided, consistent with the County Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
    a. Equal opportunity
    b. Nondiscrimination
    c. Labor standards
    d. Anti-lobbying
    e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance .
8. Provisions for maintenance of unemployment disability and liability insurance, as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing.
11. Provision that Subrecipient will monitor for conformity with its County Agreement.

Term of Contract: The term of Agreements with Contractors cannot exceed three years according to federal procurement rules.

Section 5

Records and Reports

5.01 The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of OMB Circular A-87 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). 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. Such records shall include but not be limited to:

A. Records providing a full description of each activity undertaken;

B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

C. Records required to determine the eligibility of activities;

D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 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 Recipient'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.

5.03 The Recipient shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low- and Moderate-Income persons; (ii) will aid in the prevention or elimination of slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by this Section 5 and 8 of the Wayne County CDBG Manual. These reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Program Income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program

Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. 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 Agreement period for activities permitted under this Agreement and shall reduce requests for additional Funds by the amount of any such Program Income balance on hand.

6.02 Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by Funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Program Income cash balances or investments thereof in excess of one-twelfth of the grant amount, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum drawdowns authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's program year.

Section 7
<u>Use of Real Property</u>

7.01 The Subrecipient may not change the use of any real property which was acquired or improved with CDBG Funds in excess of $25,000 from the use for which the acquisition or improvement was made, unless the Subrecipient provides affected citizens with reasonable notice of any proposed change, and the new use meets one of the objectives of the program earlier set forth. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage or other instrument to secure the National Objective. In that event, this Agreement shall be modified to include the instrument and the procedures for discharge.

Section 8

Compliance with Federal Laws and Regulations

8.01 Subrecipient shall comply with 24 CFR Part 570.502, Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws and regulations, including but not limited to the following:

A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.

B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.

C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.

D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

E. Subrecipient will comply with the Single Audit Act of 1984 and OMB Circular A-133.

F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.

H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.

I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.

J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.

K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in Appendix D

L. 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 HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional 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 Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

Section 9

Suspension and Termination

9.01 Termination For No Cause The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives, the grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the

Agreement. Such expenses shall be deducted from any monies due or which may become due the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Subrecipient in any concurrent, successive or future Agreements between the parties. All excess reprocurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipients Duties After Termination After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

B. Obligate no additional contract Funds for payroll costs and other costs beyond the date as the County specifies.

C. As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.

D. Submit within 30 days a final report of receipts and expenditures of Funds relating to this Agreement.

E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;

F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

9.04 Records Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement must, at the option of the County, become its exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The County must return all the properties of the Subrecipient to it.

9.05 Failure to Deliver Records Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County $100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Access to the records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Section 10

Reversion of Assets

10.01 Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 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 for activities under this Agreement shall be retained after compensating the Recipient [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment].

Section 11

Expenditure of Community Development Block Grant Funds

11.01 The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of it CDBG Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13
Indemnification

13.01 The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

13.05 To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

Section 14
<u>Insurance</u>

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance:

14.02 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance:

A. Commercial General Liability insurance with a minimum of Two Million Dollars ($2,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate.

B. Builder's Risk Insurance endorsed to provide coverage for contractor's materials, equipment and personal property including owed, non-owned and leased equipment or property.

C. Workers Compensation insurance which meets Michigan's statutory requirements and Employer's Liability Insurance with minimum limits of $500,000.00.

D. Commercial Automobile Liability insurance (owned, non-owned and/or leased vehicles) with minimum combined single limits of One Million Dollars ($1,000,000.00).

E. Excess or Umbrella Liability insurance with a minimum of Three Million Dollars ($3,000,000.00) which provides coverage over the primary insurance coverage.

14.03 If, during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Recipient, render inadequate the insurance limits, the Subrecipient will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. All such insurance shall be effected at the Subrecipient's expense, under valid and enforceable policies, issued by Michigan insurers of recognized responsibility which are well-rated by national rating organizations.

14.04 Insurance policies shall name the Subrecipient as the insured, and shall not be canceled or materially changed without at least thirty (30) days' prior notice from the Subrecipient to the Recipient. Certificates evidencing such insurance shall be submitted to the Recipient at the time the Subrecipient executes the Agreement, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Subcontractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. 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.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16
Conflict of Interest

16.01 The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

A. 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.

B. 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 Recipient, the Subrecipient, or any designated public agency.

Section 17

Notices

17.01 All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

Hilliard Hampton
City of Inkster
26215 Trowbridge, Inkster, MI 48141
hhampton@cityofinkster.com
(313)563-7709

If to the Recipient:

The Charter County of Wayne
Community Development Division
Economic Development Growth Engine
30th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831
Attention: Community Development Director

17.02 All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

Section 18

Severability of Provisions

18.01 If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19

Jurisdiction

19.01 This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20

CDBG Certification

20.01 Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21

Authorization / Misc

21.01 Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 For projects exceeding $25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 This Agreement is effective only upon review and approval by the Wayne County Commission.

Section 22

<u>Signature</u>

22.01 The Recipient and the Subrecipient, by and through their duly authorized officers and representatives as described in <u>Section 20</u>, have executed this Agreement as of the date first above written.

CITY OF INKSTER

By: ___________________________________

Mayor

CHARTER COUNTY OF WAYNE

By: ______________________________

Robert A. Ficano

Wayne County Executive

County Commission approved and
Execution Authorized
by Resolution

No.____________________

Date:__________________

APPENDIX A

CDBG PROJECTS

ACTIVITY NAME	CONTRACT NO	GRANT AMOUNT	ESTIMATED PROGRAM INCOME	ESTIMATED TOTAL
Carver Homes Bond Repayment	13-37-08	$245,000		$245,000
Code Enforcement	13-37-15	$10,000		$10,000
Housing Rehabilitation	13-37-14A	$10,000		$10,000
Administration	13-37-21	$3,983		$3,983

APPENDIX B

PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY:

GRANT YEAR: July 1, 2013 to June 30, 2014

QUARTER:

COMPLETE HIGHLIGHTED SPACES ONLY

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	$ - (June 30th only)	-	-	-	-	
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-
EXPENDITURES - Stipulate Contract No. and Activity Name						
Planning Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Administrative Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Public Service Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Non-Cap Expenditures Summary - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-
ENDING BALANCE		-	-	-	-	-

Cumulative Revenues: $ -

P&A cap % = 10%
P&A cap $ = $ -

Pub Svc cap %= 15%
Pub Svc cap $= $ -

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.
Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C

CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

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

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

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -

   (a) The dangers of drug abuse in the workplace;

   (b) The local government's policy of maintaining a drug-free workplace;

   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

   (a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

   (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

______________________________ ____________

Hilliard Hampton, Mayor Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

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

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

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

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

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

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

____________________________ __________

Hilliard Hampton, Mayor Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)

4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees

in each local unemployment office, performers in concert halls or radio stations).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

   Place of Performance (Street address, city, county, state, zip code)

   <NONE>

   Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

   "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

   "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

   "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

   "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the payroll of the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: **City of Inkster**
Agreement: **2013 CDBG Subrecipient Agreement**
Agreement Year: **July 01, 2013 through June 30, 2018**

1. The Subrecipient certifies to the best of its knowledge and belief, that:

    a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;

    b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;

    d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.

3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.

6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

#196379

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

____

____

SUBRECIPIENT

By: ____________________________

Dated: __________________________

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on __________________ by ____________________, on behalf of ______________________.

____
Notary Public,
Wayne County, Michigan
My Commission Expires:______________
Acting in County of _________, Michigan

LM.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh – City Manager

Date: September 23, 2013

From: Mark D. Lloyd
Community Development Director

Date for Council Consideration: Oct 7, 2013

ACTION REQUESTED: Consider adoption of resolution authorizing staff to vacate easements on property located at 3651 Middlebelt for purposes of facilitating development of a 12-unit apartment building to house veterans.

Current Action __X__ Emergency ______ Future ______

Funds Budgeted: If Yes _____ Account #____________ No ______ N/A __X__

Treasurer's Approval _X_n/a__________________

BACKGROUND INFORMATION

On August 12, 2013, the Planning Commission recommended approval of Special Conditions Use SCU13-05 and Site Plan SP13-06 for the development of a 12-unit apartment project to house veterans located at 3651 Middlebelt. On August 19, 2013 the City Council approved the project.

SCOPE OF SERVICES

Authorize staff to vacate unnecessary easements in order to facilitate development of a 12-unit apartment project to house veterans located at 3651 Middlebelt (site of the former Trinity Estates project).

JUSTIFICATION

There are a number of easements on the subject property (see attachment) as a result of a previous development proposal (Trinity Estates). Since the previously approved project is now defunct, many of the related easements are no longer necessary. In order to facilitate the recently approved 12-unit veterans apartment project, the easements on the property need to be vacated to eliminate the unnecessary encumbrances.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the Image of Inkster by improving communities or neighborhoods, helping to make them livable or viable.

COSTS

All costs will be incurred by the developer

PROJECT TIME TABLE

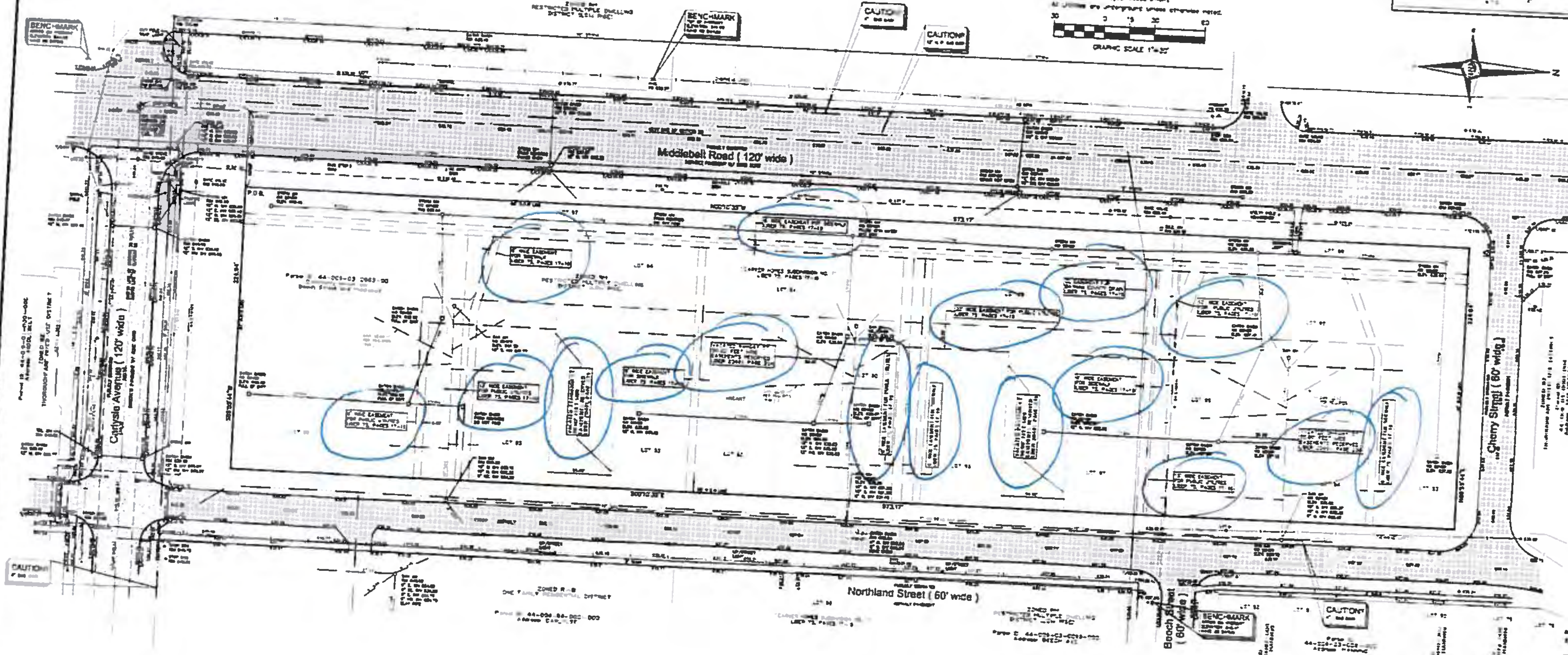
Immediate

RESOLUTION

Authorization is hereby given to vacate all unnecessary easements on the property located at 3651 Middlebelt, formerly known as Trinity Estates, for purposes of facilitating development of a 12-unit veterans apartment project approved by the City Council on August 19, 2013.

Resolved by ______________________ Seconded by ______________________

Yes:
No:
Absent:



FLOOD HAZARD NOTE

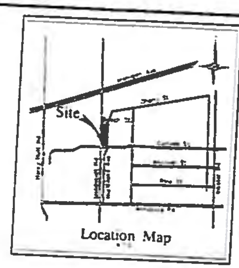
UTILITY NOTE

SURVEY NOTES

BASIS OF BEARING NOTE

LEGEND

GRAPHIC SCALE 1"=30'



NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

SEAL

PROJECT
Chalapti Veteran's Housing
Inkster, Michigan

CLIENT
First One, Inc.
19166 James Couzens
Detroit, MI 48235
Contact: Kurt Edwards
PH: (313) 838-5601

PROJECT LOCATION
Part of the SW 1/4
of Section 25
T.2S., R.9E.
City of Inkster,
Wayne County, Michigan

SHEET
ALTA/ACSM
Land Title Survey

811
Know what's below. Call before you dig.

REVISIONS

TITLE NOTES

LEGAL DESCRIPTION - (PER TITLE COMMITMENT)

LEGAL DESCRIPTION - (AS SURVEYED)

SITE DATA

SURVEYOR'S CERTIFICATION

DRAWN BY
N. Neoum
DESIGNED BY
-
APPROVED BY
K. Navaroli
DATE
09-11-13
SCALE 1" = 30'

NFE JOB NO. H584
SHEET NO. C1