1. Agenda

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2. Packet

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AMENDED AGENDA

INKSTER CITY COUNCIL

July 21, 2014
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

   A. Agenda Discussion
3. Public Hearing
4. Public Participation (limit to 3 minutes)
5. 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).
6. Adjournment

AMENDED AGENDA

July 21, 2014

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. Project Updates – Jeannie Fields
   B. McKenna and Associates Introductions – Community Development, Jeannie Fields
   C. Recreation Complex – Deputy DPS Director, Jerome Bivins
   D. Summer Programs – Human Resources, LaZonja Smith
   E. Broken Window Theory – City Manager, Richard Marsh
   F. Western Wayne Family Center Proclamation – Mayor Hampton and City Council

4. Public Hearing

5. Consent Agenda

   A. July 7, 2014 Regular Council Meeting Minutes. **Pg. 1**
   B. July 15, 2014 Special Meeting Minutes.

6. Boards and Commissions

   A. Update of current list of appointments to Boards & Commissions. **Pg. 5**

7. Previous Business

8. Ordinance(s)

   A. Second Reading(s)

9. New Business

   A. Discussion/Action: (Jeannie Fields) Consider authorizing issuance of a Request for Proposal (RFP) to solicit proposals for acquisition and development of residential condominiums at Stratford Place located on Michigan Ave near Harrison. **Pg. 12**

B. Discussion/Action: (Jeannie Fields) Consider approval of the Neighborhood Stabilization Program (NSP) Sub recipient Agreement with the Charter County of Wayne for the NSP eligible demolition activities totaling $80,000.00

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10. Public Participation (limit to 3 minutes)

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

July 7, 2014

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 July 7, 2014.

Prior to the Regular Council Meeting: City Council members discussed the agenda.

Call Meeting to Order

Mayor Hampton called the meeting to order at 7:37 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	Present	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 Canty, Seconded by Councilmember Moner to approve the amended agenda with added items "C" and "D" under Presentations.

Resolution 07-14-104R - Motion carried unanimously.

Presentations/Discussion

A. Western Wayne Family Center – Octavia Smith
B. National African Business Association –Larry Motley
C. Expunged Criminal Records – Judge Thomas
D. Zamans – New Business in Inkster

Public Hearings

Consent Agenda

A. June 16, 2014 Regular City Council Meeting Minutes.
B. Allen Brother's and Attorney's PLLC Invoice $23,579.69

Moved by Councilmember Moner, Seconded by Councilmember Canty to approve the consent agenda.
Resolution 07-14-105R - Motion carried.

Boards and Commission

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

Moved by Councilmember Williams, Seconded by Councilmember Howard to appoint Audrey Jean Sercy to the Commission on Aging.
Resolution 07-14-106R – Motion carried.

Moved by Councilmember Williams, Seconded by Councilmember Shaw to appoint Dorthy Gardner to the Aging Commission.
Resolution 07-14-107R – Motion carried

Moved by Mayor Hampton, Seconded by Councilmember Moner to appoint Ernestine Williams to the Housing and Redevelopment Commission.
Resolution 07-14-108R – Motion carried

Moved by Councilmember Hampton, Seconded by Councilmember Moner to appoint Ernest Hendricks to the Housing and Redevelopment Commission.
Resolution 07-14-109R – Motion carried

Moved by Councilmember Williams, Seconded by Councilmember Shaw to appoint Nellene Moore to the Aging Commission.
Resolution 07-14-110R – Motion carried

Previous Business

Ordinance(s)

New Business

A. Discussion/Acton: (Richard Marsh) Consider approval of Local Match Payment to the Senior Alliance Area Agency on Aging 1-C for fiscal year 2014 in the amount of $ 2,409.00 Funds to be budgeted from account 101-101-958-000 (membership/subscriptions)

Moved by Councilmember Shaw, Seconded by Councilmember Moner
Resolution 07-14-111R – Motion carried.

B. Discussion/Action: (Felicia Rutledge) Consider approval of street closures on Andover, Pine, Moore, Williams, Henry and Spruce streets on July 19, 2014 from 9:00 a.m. until 7:00p.m. for High Praise Cathedral of Faith Ministries Mega fest.

Moved by Councilmember Shaw, Seconded by Councilmember Canty
Resolution 07-14-112R - Motion carried.

C. Discussion/Action: (Jeannie Fields) Consider approval of the July 1, 2014 – June 30, 2019 Charter County of Wayne Contract for CDBG funding in the amount of $209,482.43 for the HUD Funding Program Year 2014 (July 1, 2014 – December 31, 2015).

Moved by Councilmember Moner, Seconded by Councilmember Shaw
Resolution 07-14-113R - Motion carried.

D. Discussion/Action: (LaZonja Smith) Consider a Request for Proposal (RFP) for Legal services.

Moved by Councilmember Moner, Seconded by Councilmember Williams
Resolution 07-14-114R - Motion carried.
NAY: (Canty)

Public Participation

- **Karen Lee –** Expressed condolences to the family of the two year old that was killed. She asked about the dirt on Michigan Ave. from H & H Metals.
- **Troy Muhammad** –Stated would like to sale Nation of Islam Final Call Newspapers in the City of Inkster on Michigan Ave. and Inkster Rd.
- **Riana Smith –** Is working on a mentoring program for the City of Inkster.
- **Dorothy Gardner-** Spoke about programs that will be coming to the Inkster library. She also gave a disclaimer about her picture being used on campaign literature.
- **Alonzia Stephens –** Ground Hog removal at 1042 Arlington.
- **Mary McClendon-** Informed residents that Commissioner Richard LeBlanc's coffee talk would not be taking place the month of August but would resume in September. Additionally, she said that Commissioner LeBlanc would be discussing a potential merger with City of Inkster Police and Wayne County Sheriff's Department.

Mayor and Council Communications

- **Councilman Shaw –** Thanked DPS and Bud Avery for grass that is being cut. Additionally he asked where could extra money in the budget be found to cut more grass? He asked Administration to take a look at the budget and see if that could happen.
- **Councilwoman Howard –** Asked if City Council would be receiving the RMA written report. Additionally, she asked if RMA would be coming back to speak with Council.
- **Councilman Williams –** Informed residents in the Lemoyne Garden area that Starfish Family Services would be offering grief counseling services for the recent event that happened in the community. He additionally asked abut grass cutting and when the Recreation Complex would be open. He further asked for City Council to come up with a date for City Manager Goals setting and adoption.
- **Mayor Pro-Tem Hendricks –** Asked the City Manager if Wayne County does not approve the City of Inkster and Wayne County Sheriff's consolidation, what would be plan B for the City of Inkster. Thanked Mr. Marsh for some grass cutting that he was able to get done.
- **Councilman Canty –** Stated that with the recent events in the community that young men and women need be taught respect for themselves, others and the community. Additionally, he informed residents about the Wayne County Transient Authority ballot question that will be on the August 5, 2014 ballot. He said that Inkster is the second largest city that uses those transportation services.
- **Councilman Moner –** In keeping with the efforts to acknowledge Veteran's, the name Veteran PVT. Henry C. Pearson USA. was read aloud.
- **Mayor Hampton –** Stated that City Council just approved the CDBG funds and wanted to know if some of that money could be used for grass cutting. He said a lot of things need to start to get done by Administration. He asked when the Recreation Complex was going to be open, a new fee schedule would be provided to City Council for approval, when City Council would be receiving a copy of RMA police study written findings, and the new policy that asked for City Council do go directly to the City Manager and not Department heads for issues, questions or concerns. He asked that the City Manager start to include him and reach out to him to meet. The Mayor commended and Thanked Greg Cannon for his efforts with jazz concerts to help celebrate the City of Inkster 50th Anniversary.

City Clerk

- Informed residents about the August 5, 2014 Primary Election and additionally asked if any persons are interested in becoming and Election Inspector, to please contact the City Clerk's office.

City Manager

- Thanked the citizens.
- Thanked Mayor and Council.
- Thanked the staff, stated that all staff is stretched and they are doing more with less.
- Stated he would like to sit down with the Mayor.
- Stated he does not use city property for his personal use.
- Stated he has known Greg Cannon for twenty five years and he wants to make sure he is in compliance with the event that he will be hosting.

Closed Session

Adjournment

There being no further business to come before Council, on motion duly made

by Councilmember Moner, Seconded by Councilmember Canty and carried,

the Regular Council meeting of July 7, 2014 was adjourned at 10:12 p.m.

Felicia Rutledge, City Clerk

City of Inkster

July 15, 2014

Special City Council Meeting – 6:00 PM

The Special meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Tuesday, July 15, 2014.

Call Meeting to Order

Mayor Pro-Tem Hendricks called the meeting to order at 6:10 p.m.

Roll Call

Mayor Hampton	Present @ 6:30 p.m.	Councilwoman Howard	Present
Councilman Moner	Present	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

*__A Quorum was present__

Public Participation

New Business

A. Discussion/Action: Discussion and adoption of the City Manager goals.

Moved by Councilmember Canty, Seconded by Councilmember Williams to adopt the City Manager goals.
Resolution 07-14-115SP – Motion carried

Mayor and Council Communications

City Manager

Adjournment

There being no further business to come before Council, on motion duly made by Councilmember Canty, Seconded by Councilmember Howard and carried, the Special Council meeting of July 15, 2014 was adjourned at 8:10 p.m.

Felicia Rutledge, City Clerk
City of Inkster

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
Richard Marsh, Jr., 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. 08/16/16
Dorothy Gardner		Exp. 06/16/16
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
William S. Miller		Exp. 06/02/15
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. 04/26/16
Enoch Jackson	Exp. 04/26/14
Joe Burton	Exp. 04/26/14
Rev. George Williams (T)	Exp. 04/26/16
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. 05/19/16
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~~	Exp. 12/04/11
- (Commission Appointment)	

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
Martha Theis		Exp. 01/14/18
Lewis Gregory (Treasurer)		Exp. 09/20/14
Cynthia Adams		Exp. 01/14/18
Tom Costello (VC)		Exp. 10/06/18
Peter Cemot		Exp. 01/21/18
Vacant		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)		

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. 03/19
James Orr	Exp. 11/13
Ernestine Williams	Exp. 03/19
Vacant	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	

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. 02/16
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 Williams	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
Dorothy Gray	Dist. 1	Exp. 01/14/17
Clarence Oden, Jr.	Dist. 2	Exp. 01/14/17
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
Richard Wooten (Planning Comm. Appointee)		Exp. 01/14/17

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 37137 Marquette, Westland, MI. 48185]

Michael Canty, Council Appointee	Exp. Tenure
Denise Champagne, Council Appointee	Exp. (Appointed in 2009)

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
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

To: Richard Marsh, City Manager **Date:** July 14, 2014

From: M. Jeannie Fields, Manager MJF
Community Development **Date for Council Consideration:** July 21, 2014

ACTION REQUESTED: Consider authorizing issuance of a Request for Proposal (RFP) to solicit proposals for acquisition and development of residential condominiums at Stratford Place located on Michigan Ave near Harrison.

Current Action __x__ Emergency ______ Future ______

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

Treasurer's Approval MDS

BACKGROUND INFORMATION

Stratford Place is located on Michigan Ave near the southeast corner of Harrison and has a Town Center District (TCD) designation. The site has been designated as a NEZ (Neighborhood Enterprise Zone). To date, forty-five (45) of the units have been developed or are otherwise owned by private homeowners. There are six (6) additional units that are under construction which are privately owned. The remaining parcels have been foreclosed upon and are owned by the City of Inkster. In order to facilitate some type of development of the properties, staff is requesting authorization to solicit proposals for development and acquisition by issuing an RFP.

SCOPE OF SERVICES

The RFP would be issued for three (3) weeks and will be reviewed by City staff prior to the proposals being presented to the City Council with a recommendation.

JUSTIFICATION

This RFP will provide an opportunity for the City to facilitate development of city-owned property known as Stratford Place.

PROJECT OR IMPROVEMENT TASKS

Which of the Five (5) Council Goals does this request meet?

1. Revitalize the Michigan Avenue Corridor and the area covered by the DDA.
2. Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster.

COSTS

No costs are associated with the issuance of this RFP.

PROJECT TIME TABLE

Responses will be received within three (3) weeks from the date of issuance of the RFP.

RESOLUTION

Resolved by ____________________, Seconded by ______________________, that the Inkster City Council hereby authorizes issuance of a Request For Proposal (RFP) to solicit proposals for acquisition and development of residential condominiums at Stratford Place located on Michigan Ave near Harrison.

Yes:
No:
Absent:

Attachment: RFP

DRAFT

CITY OF INKSTER REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

Address Reply To: City of Inkster
City Clerk's Office
26215 Trowbridge St.
Inkster, MI 48141

Date Sent: **Thursday, July 24, 2014**

Reply Must Be Received By: **Monday, August 18, 2014 by 4:00 pm**

GENERAL INFORMATION

The City of Inkster is soliciting proposals from qualified developers to acquire and provide comprehensive master development services for development of the site of Stratford Place located generally at the southeast corner of Michigan and Harrison in Inkster, Michigan.

The project subject to this request is an approximate 18 acre site shown in the area of the attached map (Attachment A). The property is owned by the City of Inkster and is currently vacant. A number of condominiums were developed by Archcon Management, Inc., but the project was never completed due to the economic downturn. The property is located in the Town Center District (TCD) and has been designated as a Neighborhood Enterprise Zone (NEZ). To date, forty-five (45) of the units have been developed or are otherwise owned by private homeowners. There are six (6) additional units that are under construction which are privately owned. The remaining vacant property is owned by the City of Inkster.

All proposers should review the following:

Attachment B – City of Inkster Code of Ordinances
§ 155.049 TCD Town Center District
http://amlegal.com/nxt/gateway.dll/Michigan/inkster_mi/cityofinkstermichigancodeofordinances?f=templates$fn=default.htm$3.0$vid=amlegal:inkster_mi

- and -

Attachment C – City of Inkster Master Plan
http://www.cityofinkster.com/Services/PlanningandCommunityDevelopment/MasterPlan_090511.pdf

before considering the effort to prepare a proposal. Interested parties should be able to incorporate all the requirements in the Master Plan Code and Code of Ordinances and shall provide experience in designing and developing such projects within the past two (2) years.

BID INVITATION

The City of Inkster, Inkster, MI invites you to submit a proposal and quote for acquisition and comprehensive master development services for development of the site of the Stratford Place for a proposed condominium development project. The following elements should be incorporated into the design of the project:

- The proposed new development should serve to support and compliment the existing condominium development in and around the area.
- The design should reinforce its relationship with the surrounding neighborhoods.
- The project should be a quality location that welcomes people and provides a safe and inviting community for residents choosing to reside in the area.
- Buildings should be designed in such a fashion to ensure they are of the highest quality possible while reflecting the market and community interests.

SCOPE OF WORK

The scope of services will include, but is not limited to the following:

- Designing, financing and constructing. The development team should have extensive architectural, urban planning, and redevelopment design experience, especially within a residential area. The successful team will need to review and evaluate current and historic market trends and develop a defined development plan. The team's proposal should also be consistent with the City of Inkster's Master Plan and Code of Ordinances – Town Center District. The team will be required to produce construction documents and obtain all necessary approvals.

- The proposal should provide for a condominium development that preserves or enhances the areas residential pedestrian character and maintains an appropriate building scale relative to existing adjacent buildings. It is a long-term goal of the City to develop a successful condominium project at this location. It is imperative that proposals consider the vision statements defined in earlier noted planning documents and incorporate well thought out design and use scenarios necessary to ensure sustainability of any new development.

SUBMISSION REQUIREMENTS

The City seeks responses from interested firms to acquire and provide comprehensive design and development services in conjunction with this project. The proposal must provide evidence of the qualifications of all team members, references for similar projects in the geographic region, a recommended concept, and a preliminary completion schedule. All submittal materials should be in a spiral- or comb-bound booklet. The bound document shall be 8 ½" x 11" format. Tabbed dividers should separate and identify the response items as described and titled as indicated. Submittals should be limited to the sections and items identified. Provide three (3) copies of this bound submittal and (1) electronic copy on a compact disk in Adobe .pdf format by **4:00 p.m. on August 18, 2014**. The electronic copy should be saved as one single document.

The proposals should include:

- A statement of the qualifications and experience of the developer, which includes specific reference to development experience and/or projects similar in use and scope to the development opportunity described in this RFP.

- All key individuals involved with the development entity should be identified and their resumes submitted. Note that this includes the experience and quality of the architects and engineers of the development team.

- A brief statement demonstrating that the development team understands the property owners' objectives.

- A description of the proposed uses and scale of development for each opportunity. For each proposed use, material should be included indicating the anticipated targeted market segments and an understanding of that market in Inkster. This description should include the expected magnitude of investment required to achieve this scale of development.

- Sketches of the concept plan that the developer proposes. The intention is to understand the basic nature of the type and form of development.

- References from other cities and clients concerning the development team's performance in comparable urban situations.

- A financial bid for City of Inkster owned property with supporting justification.

SUBMITTAL DEADLINE

August 18, 2014 @ 4:00 PM

All submittals must be delivered or mailed to the City of Inkster City Clerk's Office. The address and contact information is provided at the end of this RFP.

SELECTION PROCESS

Staff will review all submitted proposals and select firms to be granted an interview. In evaluating the proposals, staff will consider the following factors in its decision-making:

- The relevance and quality of the development team's prior experience.
- The offer for the City assets, the subject properties and structures.
- Demonstration of Developer's ability to provide equity and obtain construction and permanent financing. Developer should demonstrate the following:
    - Developer is financially sound and any existing adverse information, such as litigation, disputes, claims, etc., does not exist, has been resolved, or will not negatively impact this project.
    - Developer possesses the financial capability, bonding capacity, and institutional relationships necessary to obtain financing for a project of this size and scope.
    - Developer has identified sufficient sources of equity to be used for a project of this size and scope
- The likely impact of the proposed development on the overall development of the City of Inkster.
- The economic impact of the proposed development on the local tax base.
- The extent to which the proposed development will meet the objectives of the City's planning documents.
- Any likely demands on the City to accommodate needs articulated by the developer.
- Promoting the placemaking and walkability values as defined in our plans.
- The quality, creativity and reasonableness of the general plan proposal, and the responsiveness of the proposal to the design and planning conditions of this RFP.
- The demonstrated current financial capability of the developer to complete projects of this magnitude.
- The proposed uses and magnitude of investment.

The selection of an acceptable development team shall be at the sole discretion of the City.

Contact Information

Individuals responding to this solicitation should send all correspondence to:

City of Inkster
City Clerk's Office
26215 Trowbridge St
Inkster, MI 48141

Direct all inquiries regarding this specific project to:

Richard Marsh, City Manager
Email: rmarsh@cityofinkster.com
Telephone #: 313.563.4232

Helpful Links

City Planning
http://www.cityofinkster.com/Services/PlanningandCommunityDevelopment/Overview-CommunityDevelopment.asp

City Master Plan
http://www.cityofinkster.com/Services/PlanningandCommunityDevelopment/MasterPlan_090511.pdf

Zoning Map
http://www.cityofinkster.com/Reference/Maps/ZoningMap/Map-Zoning.pdf

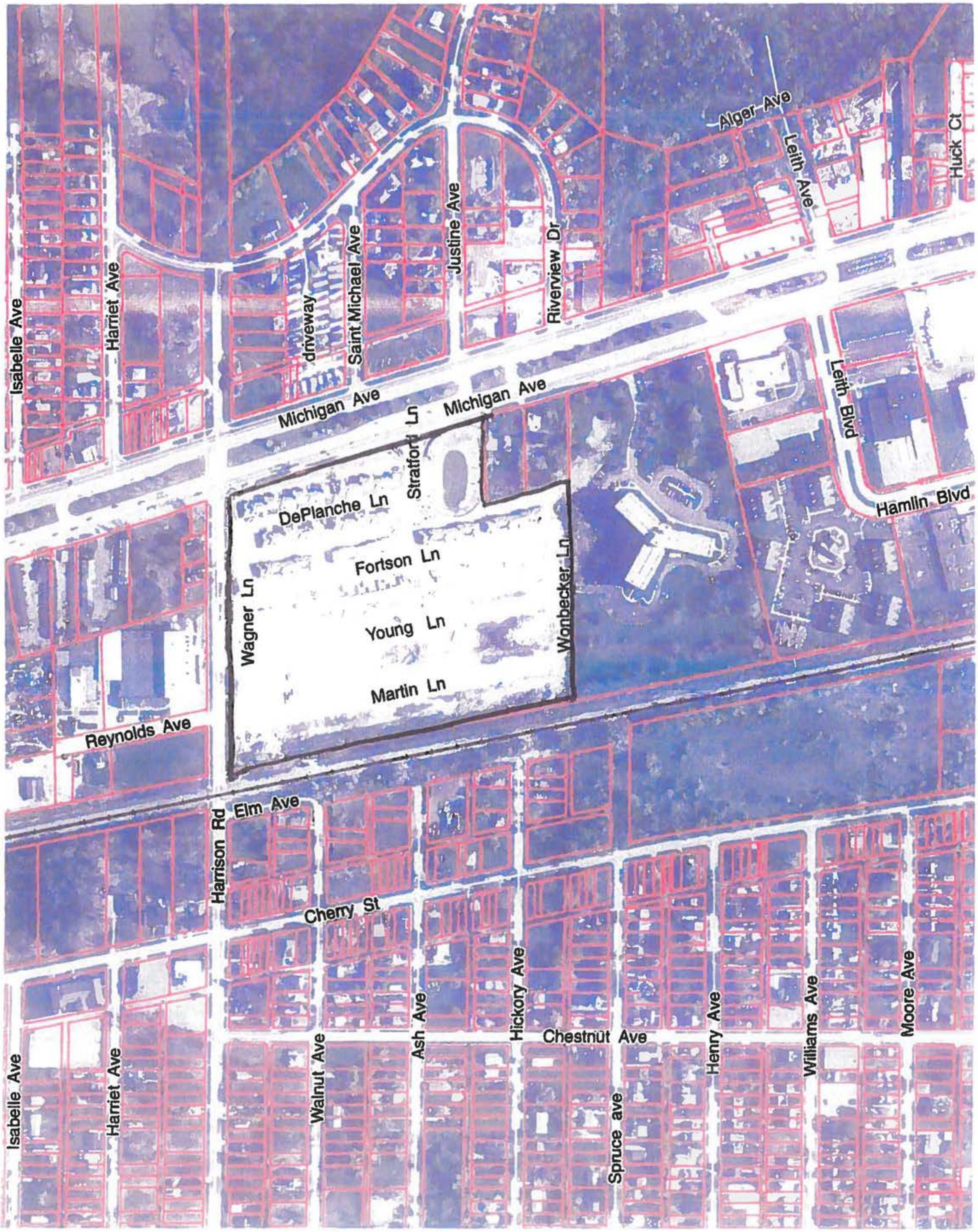
This RFP in no manner obligates the City to the eventual purchase of any products or services described, implied, or which may be proposed, and may be terminated by the City without penalty or obligation at any time.

Expenses for developing and presenting responses to this RFP shall be the entire responsibility of the consultant and shall not be chargeable to the City. All supporting documentation and manuals submitted with this proposal will become the property of the City.

Conflicts of Interest. The Contractor affirms that to the best of its knowledge there exists no actual or potential conflict-of-interest between the Contractor's family, business, or financial interests and providing the Services. The Contractor will not attempt to influence any City employee by the direct or indirect offer of anything of value. The Contractor also warrants that no officer or employee of the City has or will have a direct or indirect personal financial interest in the Agreement. The Contractor also affirms that neither the Contractor nor any of its employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of an Agreement.

In the event of change in either Contractor's interests or Services under this Agreement, the Contractor will inform the City regarding all possible conflicts-of interest which may arise as a result of such change. The Contractor agrees that conflicts-of-interest will be resolved to the City's satisfaction or the City may terminate the Agreement.

Interviews may be conducted if necessary. A selection committee will be evaluating the proposals based on your response. The final selection will be made after a full evaluation and the selected company will enter into contract negotiations with the City.



Stratford Place

REQUEST FOR COUNCIL ACTION

To: Richard Marsh – City Manager **Date: June 30, 2014**

From: M. Jeannie Fields
Community Development Manager
Date for Council Consideration: July 21, 2014

ACTION REQUESTED: Consider approval of the Neighborhood Stabilization Program (NSP) Subrecipient Agreement with the Charter County of Wayne for NSP eligible demolition activities totaling $80,000.

Current Action __X__ Emergency _____ Future _____

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

Treasurer's Approval MDS

BACKGROUND INFORMATION

Wayne County received Neighborhood Stabilization Program (NSP) grant funds from the US Department of Housing and Urban Development (HUD) for the redevelopment of abandoned homes. Under NSP 1, the City was awarded $730,000 for demolition of blighted property which included residential, multi-residential, and commercial property and a school. The County also demolished six (6) additional properties with NPS 3 funds.

Due to the County's stellar partners and the 100% expenditure on their projects, the County was given the opportunity to expend the remaining NSP 3 funds on demolition. The County released a Request for Proposal (RFP) to award the funds to one community who met the following criteria:

- Expend up to $80,000 in demolition.
- Currently has site control and can coordinate environmental clearances and gas and utility disconnects.
- Documentation of capacity to complete the demolitions within the next 100 days.
- Identify end-use for the lots.

These funds were awarded to the City of Inkster.

SCOPE OF SERVICES

Demolition of four (4) properties as follows: 1) 4020 Allen; 2) 4167 Henry; 3) 3249 Inkster Road; and 4) 3600 Spruce.

JUSTIFICATION

Eliminate blighted structures within our neighborhoods to improve the quality of life of residents and increase housing values by eliminating neighborhood eyesores.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the image of Inkster.

COSTS

All costs are reimbursable through the grant.

PROJECT TIME TABLE

July 1, 2014 – September 30, 2014.

RESOLUTION

Authorization is hereby given to accept the Neighborhood Stabilization Program (NSP) Subrecipient Agreement with the Charter County of Wayne for NSP eligible demolition activities totaling $80,000.

Resolved by ______________________ Seconded by ___________________________

Yes:
No:
Absent:

SUBRECIPIENT AGREEMENT

NEIGHBORHOOD STABILIZATION PROGRAM
UNDER THE HOUSING AND ECONOMIC RECOVERY ACT OF 2008
(NSP)
BETWEEN THE
CHARTER COUNTY OF WAYNE
AND

City of Inkster

Term _____July 15___________, 2014 through ___September 30______, 20_14_

Catalog of Federal Domestic Assistance (CFDA)

14.218 Community Development Block Grants/Entitlement Grants

Title III of the Housing and Recovery Act of 2008, being 42 USC 5301 *et seq.*

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is effective as of this ______ day of ____________2014, by and between **THE CHARTER OF COUNTY OF WAYNE,** acting through the Wayne County Community Development Division of the Economic Development Growth Engine ("EDGE"), whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (the "Recipient" or "County") and City of Inkster, whose address is 26215 Trowbridge, Inkster Michigan 48141 (the "Subrecipient").

MUTUAL UNDERSTANDINGS

A. Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA") appropriated funding for emergency assistance for the redevelopment of abandoned and foreclosed homes.

B. The grant program established under HERA is commonly referred to as the Neighborhood Stabilization Program ("NSP") and is administered by the United States Department of Housing and Urban Development ("HUD").

C. The grant funds awarded by HUD are considered a special allocation of Community Development Block Grant funds ("CDBG").

D. County is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974.

E. County submitted an NSP Substantial Amendment Plan ("Plan") to HUD outlining the County's NSP eligible activities for the NSP Program. The Plan was approved by HUD on November 24th, 2008.

F. Subrecipient is a non-profit corporation, organized and existing under the laws of the State of Michigan.

G. County issued a Request for Proposals ("RFP") for NSP to implement the demolition of qualifying single family homes in accordance with NSP.

H. In accordance with the RFP, Subrecipient has been selected to provide the services described in this Agreement, supplemented by all terms and conditions of the RFP incorporated herein by reference, except to the extent of any conflicts herewith.

I. County has allocated to Subrecipient Eighty Thousand Dollars ($80,000.00) of NSP funds, which should thereby enable Subrecipient to provide NSP eligible demolition activities in accordance with the terms and conditions of this Agreement.

J. Subrecipient has been informed of the critical goals and deadlines which must be met for utilizing the NSP funds. Subrecipient is aware that it must expend one hundred percent (100%) of its NSP allocation by no later than September 30, 2014, unless otherwise approved by County.
K. Subrecipient represents and warrants to County that it has the demonstrated experience, qualifications and capacity to administer the NSP activities described herein on behalf of County, in accordance with the terms and conditions set forth in this Agreement.

L. Subrecipient has represented to County that it has sufficient resources to make use of the funds allocated to it under this Agreement, within the time constraints of NSP.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the sufficiency and receipt whereof being hereby acknowledged by each party to the other, County and Subrecipient agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1.1 Mutual Understandings

The Mutual Understandings set forth above are true and correct and are incorporated herein and made a part of this Agreement.

1.2 Subrecipient's NSP Funds Allocation

(a) Under the terms and conditions of this Agreement, County has allocated Eighty Thousand Dollars **($80,000.00) of NSP funds** for the deconstruction or demolition of approximately forty (4) blighted units ("Allocated Funds").

(b) The funds will generally be administered as CDBG Program funds, unless NSP regulations dictate otherwise, to be utilized by Subrecipient in carrying out and completing the Project.

(c) Any Subrecipient Funds remaining unexpended on September 30, 2014, unless otherwise approved by County in writing, may be de-obligated from Subrecipient under this Agreement and made available for other County projects as determined by County in its sole and absolute discretion.

1.3 Statement of Work

Subrecipient, is responsible for performing all tasks and services described herein in a manner satisfactory to County:

(a) Subrecipient must complete the demolition or deconstruction in accordance with **Exhibit A**, and this Agreement as a whole.

(b) During the term of this Agreement, Subrecipient agrees to work diligently towards completion of the Project. If it is determined that Subrecipient will be unable to complete the demolition of the home(s) by no later than the scheduled performance dates, a request for an extension must be submitted to County for consideration prior to expiration of any deadlines. This request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can be reasonably accomplished.

(c) Subrecipient's failure to work diligently toward completing the Project and any other incidents of non-performance may result in conditions being placed on the Allocated Funds, suspension of Allocated Funds, or County may cease disbursing any other uncommitted funds covered by this Agreement.

1.4 Term

(a) Subrecipient must complete the work under this Agreement within the period commencing **July 1, 2014**, and ending **September 30, 2014**.

(b) Notwithstanding anything herein to the contrary, Subrecipient's obligations to County do not end until all close-out requirements are completed, including, but not limited to, such things as making final payments, disposing of all remaining program assets, and retention of records.

(c) Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein will be extended to cover any additional time period during which Subrecipient remains in control of Allocated Funds or other assets acquired in whole or in part with Allocated Funds, including Program Income.

1.5 Staffing

In order to accomplish the work and complete the Project in a timely manner, Subrecipient will assign a project manager to this Project.

1.6 Demolition Activities

Subrecipient is responsible for all demolition required on a unit, including but not limited to contracting with properly licensed contractors to complete the demolition.

1.7 Preapproval of Demolition/Deconstruction Activities

Before commencing any demolition work on a home, Subrecipient must have pre-approval in writing from County. Work must be done in accordance with the required housing standards, as well as all subcontracting requirements. For the work completed up to the date of Home Completion, Subrecipient will be reimbursed for allowable costs and expenses related to the home, as described within the limitations set forth in Section 2 hereof.

1.8 Subcontracting/Third Party Contracts

(a) Subrecipient must procure all material, property and services in accordance with the requirements of OMB Circular A-102 and 24 CFR 85.36. Third parties may be procured competitively for a variety of services including but not limited to demolition services.

(b) Subrecipient must insure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis in accordance with applicable procurement requirements.

(c) Subrecipient may not enter into any subcontract with any agency or individual in the performance of this Agreement without the written consent and approval of the Wayne County Community Development Director prior to execution of the agreement or contract.

(d) Subrecipient agrees to furnish to County a copy of each third-party contract it enters into for performance of work to be undertaken within the scope of this Agreement along with documentation concerning the selection process.

(e) Subrecipient must incorporate in any and all such contracts with third parties provisions, which will obligate each of its subcontractors or partners to comply with all applicable federal, state, and local laws, rules and regulations to be adhered to in accordance with all parts of this Agreement and comply with all affirmative action laws, nondiscrimination requirements, anti-kickback requirements, federal labor standard provisions, and lobbying prohibitions issued by various federal agencies applicable to this program, even to the extent of those applicable laws and requirements not specifically mentioned in this Agreement.

1.9 Davis-Bacon Compliance

Davis-Bacon does not apply to this Project.

1.10 Anti-Kickback Prohibition

Subrecipient must comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5.

1.11 Maintenance and Security

As to each home it performs demolition services on, Subrecipient is responsible until Home Completion for all maintenance and security. Subrecipient will be reimbursed for allowable maintenance, security costs and other expenses as described and limited in Section 2 hereof.

1.12 Other Encumbrance Prohibition

Subrecipient may not encumber or allow any liens to be placed against any property it acquires in whole or in part with funds from the County, except upon prior written consent of County.

SECTION 2: SUBRECIPIENT COMPENSATION AND REIMBURSEMENTS

2.1 Budget

(a) Subrecipient may only use the Allocated Funds for eligible expenses permitted under NSP and CDBG regulations as set forth in the NSP regulations and 24 CFR Part 570 and in accordance with the Budget attached hereto as **Appendix A** and made a part hereof by this reference. Expenditures must be directly attributable to the demolition or deconstruction of blighted units in furtherance of the Project.

(b) Any changes in budget line items, including additions, must be requested in writing and approved by County before related expenditures can be undertaken.

(c) Subrecipient is responsible for any cost overruns above Allocated Funds, unless County approves them in writing prior to Subrecipient incurring such costs.

(d) Subrecipient may not use any NSP funds for prohibited activities as set forth in the NSP regulations or 24 CFR §570.207. Subrecipient acknowledges and agrees that any funds not used in accordance with permitted NSP and CDBG regulations and the Budget will not be reimbursed by County.

(e) Any funds reimbursed for purposes not approved in accordance with this Agreement, NSP or other controlling statutes or rules, shall be returned to County by Subrecipient.

(f) Any funds for Project disallowed by HUD at any point must be returned to County by Subrecipient.

(g) Notwithstanding anything herein to the contrary, Subrecipient may not request reimbursement from County under this Agreement for any costs or expenses, which have been paid from another source of revenue and Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2.2 Cost Reimbursements

(a) Funds will be disbursed to Subrecipient as a reimbursement for costs actually incurred, to the extent allowed by HUD and as outlined in Appendix B.

(b) No more frequently than once per month, County will accept invoices for reimbursement of costs upon completion of tasks specified in the scope of services. Each invoice shall fully detail costs and specify the status of the particular activity for each home, as of the date of the invoice, as it relates to the accepted schedule for the activity. Payment will be made within thirty (30) days of receipt by County of an acceptable invoice with supporting documentation.

2.3 Payment Procedures/Reimbursement of Funds

Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit A** and for which Subrecipient has incurred such expenses. County will disburse funds only after receipt and approval by appropriate County personnel of a "Request for Payment" which shall be in accordance with the Budget specifying the services performed and expenses incurred. Payment requests shall be submitted in form and content satisfactory to County. All requests for payment must be accompanied by documentation of eligible expenses (i.e. invoices, receipts, bills from vendors, copies of checks, time sheets, etc...) documentation of matching funds expenditure or donations (i.e. volunteer time logs, time sheets, mock invoices for donated items, etc...) and other supporting documentation. Requests for Payment shall include adequate documentation of charges, expenditures and all other information requested by the County. All requests to County for payment must be signed by Subrecipient.

2.4 Program Income

Subrecipient shall report all Program Income, as defined at 24 CFR §570.500(a), in its monthly report to County if applicable. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to County within five (5) days of its receipt. Substantially all Program Income must be disbursed for eligible NSP activities before additional cash withdrawals are made from the U.S. Treasury. Upon expiration or earlier termination of this Agreement, Subrecipient shall transfer all NSP Program Income to County within five (5) days of the expiration or termination. If Subrecipient receives any Program Income after this Agreement is terminated, Subrecipient shall remit such Program Income balances to County as required in 24 CFR §570.503 (b)(3), and (b)(4) within five (5) days of receipt.

2.5 Reversion of Assets

(a) The use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503 and 570.504, as applicable, which includes but is not limited to the following:

1). Subrecipient shall transfer to County any NSP funds or Program Income on hand at the time of Project Completion and any accounts receivable attributable to the use of NSP funds as required by 24 CFR §570.503 (b)(7);

(b) Wherever appropriate, Subrecipient will require property owners to record a Promissory Note and Mortgage to secure the requirements of NSP for the property that work was performed on under this Agreement.

2.6 Withholding Payments

County's obligation to reimburse Subrecipient is conditioned on Subrecipient's full compliance with this Agreement. A breach of this Agreement is grounds for non-payment by County.

2.7 National Objectives and Use

Subrecipient certifies that the demolition activities carried out with funds provided under this Agreement will meet a CDBG program National Objective under 24 CFR 570.208.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

3.1 Monthly Status Reports

Subrecipient shall attend monthly status report meetings concerning the progress of the Project. These meetings may be in person or via conference call at the discretion of the County. The Recipient should be prepared to report the following each month:

(1) the status of deconstruction/demolition
(2) any changes to the estimated completion date(s) of each unit
(4) Program Income, if any, and
(5) such other information as may be considered appropriate by County.

3.2 Applicable Laws and Regulations

(a) Subrecipient shall comply with the requirements of the following:

(1) HERA,
(2) NSP regulations,
(3) The Housing and Community Development Act of 1974, as amended,
(4) All CDBG program requirements,
(5) 24 CFR Part 570, including Subpart K
(6) Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L. 111-203, approved July 21, 2010) ("Dodd-Frank Act") and
(7) OMB Circular A-122
(8) 24 CFR Part 84
(9) OMB Circular A-133
(10) 24 CFR Part 52

(11) The Wayne County Ethics Ordinance
(12) All provisions required by County Charter or Ordinance to be incorporated into this Agreement.
(13) Other regulations governing the use of the funds provided to Subrecipient, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

(b) Subrecipient shall abide by any and all other applicable federal or state laws, rules, regulations, and policies governing the funds provided under this Agreement, whether presently existing or hereafter promulgated. Subrecipient shall also comply with all other applicable federal, state or local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the County's Code.

(c) It is Subrecipient's responsibility to read, understand, and comply with the regulations above if they are applicable to Subrecipient.

(d) If Subrecipient believes that any of the laws, rules, regulations, or statutes are not applicable to it then it is Subrecipient's responsibility to bring this to the County's attention in writing. The County may waive the applicability under this Agreement of any of the above if they are indeed not applicable to Subrecipient.

3.3 Uniform Administrative Requirements, Cost Principles and Other Program Requirements

Subrecipient shall comply with the uniform administrative requirements specified at 24 CFR §570.502 and §570.610. Subrecipient also agrees to comply with the provisions of OMB A-110 (implemented at 24 CFR part 85) or the related CDBG provision, as specified in 24 CFR §570.502(a). Subrecipient shall comply with the requirements and standards as set forth in Office of Management and Budget ("OMB") Circulars A—87, "Cost Principles for State and Local Governments". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Subrecipient also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Subrecipient shall also carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that Subrecipient shall not assume either County's environmental responsibilities described at Sec. 570.604 or for initiating the review process under the provisions of 24 CFR part 52.

3.4 Records to be Maintained

Subrecipient shall maintain all records required by 24 CFR §570.506 and 24 CFR §84.53, as modified by 24 CFR §570.502 and generally the applicable provisions of CDBG regulations in 24 CFR Part 570, all regarding records that must be maintained for the Project. Such records shall include but are not limited to:

a) Records providing a full description of each activity undertaken, including its location;
b) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program (i.e., the criteria set forth in 24 CFR §570.208);
c) Records required to determine the eligibility of activities;
d) Records for each activity carried out for the purpose of demolition which is determined to benefit low, moderate and middle income persons including the total cost of the activity, including both NSP and non-NSP funds, for income levels of households that are 50 percent of area median and below, 51-80 percent, and 81-120 percent;
e) Records required to document the demolition or disposition of real property demolished with CDBG assistance;
f) Records which demonstrate compliance with the requirements in 24 CFR §570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
g) Records that demonstrate compliance with citizen participation requirements;
h) Records which demonstrate compliance with requirements in 24 CFR §570.606 regarding acquisition, displacement, relocation, and replacement housing;
i) Records documenting compliance with all Fair Housing and Equal Opportunity regulations;
j) Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR Part 570.502 and 24 CFR 84.21-28 including, but not limited to, invoices, schedules containing comparisons of budgeted amounts and actual expenditures and construction progress schedules signed by the general contractor;
k) Records and agreements related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 CFR §570.513;
l) Other records necessary to document compliance with Subpart K of 24 CFR part 570;
m) Copies of all bid documents, bids received, RFP's, RFQ's and any other procurement documents;
n) Copies of all third party contracts and subcontracts; and
o) Detailed records of Subrecipient's organization, financial and administrative systems, and the specific NSP-funded project or activities. Please note that the above descriptions are brief and provide only a summary of the records Subrecipient is required to maintain. Subrecipient agrees to consult 24 CFR §570.506 for a detailed description of the required records.

3.5 **<u>Proper Records</u>**

Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, demolished or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR parts 570.503(b)(7), as applicable. For any homebuyer assistance, Subrecipient shall retain all evidence of each homebuyer's household eligibility and the size and income of each household. For all properties which are to be rehabilitated, a pre-rehabilitation inspection report describing the deficiencies in each property and the scope of the rehabilitation per property should be provided to County. The address, appraised value, purchase offer amount, and discount amount of each home purchased must be documented in the applicable monthly report submitted by Subrecipient to County.

3.6 Retention of Records

(a) All records must be accurate, complete and orderly. Subrecipient shall retain all accounting records, financial records, statistical records, supporting documents, and all other documents pertinent to the Project and this Agreement in accordance with the requirements of 24 CFR §84.53 for a period of at least five (5) years.

(b) This retention period begins on the date of the submission of County's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported for the final time. Notwithstanding the above, if any records are the subject of litigation, a claim or audit, that started before the expiration of the five year period, then such records must be kept until such audit findings have been resolved or completion and resolution of all of the issues, for a period of five (5) years thereafter. Records for any displaced person must be kept for five (5) years afier he/she has received final payment. All files and records shall be made available for review to Wayne County Community Development office, HUD and/or any of their authorized representatives, who shall have access to and the right to examine and copy any of the said records, documents or papers related to the Project during normal business hours and any other reasonable time requested by County or HUD. This same right to review and access will be imposed upon any third party or subcontractor and it is Subrecipient's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by County and/or HUD to ensure compliance with this Agreement and with all federal, state, and local regulations. This section shall survive termination of this Agreement.

3.7 Monitoring and Inspections/Access to Records

(a) All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County or HUD or any authorized representatives at any time during normal business hours, as often as County deems necessary to audit, examine, inspect and make excerpts or transcripts of any and all relevant data. Subrecipient shall monitor the progress of the Project covered by this Agreement and shall submit appropriate reports to County. County shall monitor Subrecipient performance and financial and programmatic compliance. Subrecipient shall allow on-site monitoring of the Subrecipient facility, its programs, and the homes it deconstructs on as frequent a basis as County deems necessary and at any other time that may be required by HUD to determine compliance with NSP and CDBG regulations and this Agreement. Subrecipient shall also furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by County, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

(b) Notwithstanding the above, Subrecipient will provide County with the original or one (1) copy of any record requested by County at any time during the term of this Agreement. If the original is provided during performance of the Agreement and it is needed by Subrecipient to complete any work under the Agreement, then the County must return it within seven (7) business days. The County will not unreasonably make such a demand.

3.8 Audits

(a) If Subrecipient is in receipt of total federal funds equal to or in excess of Five Hundred Thousand and No/100 Dollars ($500,000), it shall have an independent audit performed in compliance with OMB Circular A-133. Subrecipient shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Subrecipient shall submit its annual audit to County and CDBG/HUD administrative office within ninety (90) days of the end of Subrecipient's fiscal year and as required by federal regulations, the cost of which is reimbursable from NSP funds.

(b) Subrecipient also agrees to allow County's Internal Audit and Evaluation Department to conduct any audits County feels necessary at anytime during the term of this Agreement Subrecipient must fully clear any deficiencies noted in audit reports within thirty (30) days after receipt by Subrecipient. Failure of Subrecipient to comply with these audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

SECTION 4: DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING

4.1 No Displacement or Relocation

In accordance with NSP requirements, Subrecipient shall not acquire any homes as part of its Project, which are occupied or which otherwise would cause the displacement and relocation of any persons. All homes Subrecipient will acquire for its Project must be vacant immediately prior to the initiation of negotiations for the purchase of the home and at all times continuously through the date of acquisition of the home. For these reasons the provisions of 24 CFR §570.606 regarding the displacement of persons as a result of activities funded under this Agreement shall not come into play. There will be no persons displaced under the Project which would require relocation assistance in compliance with 1) the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (URA), and the implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); 2) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and 3) the requirements in 24 CFR §570.606(d) governing relocation policies established by County. If however, County should make an exception and allow the acquisition of a home subject to the provisions of 24 CFR 570.606, Subpart K, the additional requirements found in the American Recovery and Reinvestment Act of 2009 shall also apply and must be adhered to in the actions taken relating to bona fide tenants residing in such property. Should that occur, Subrecipient shall include in its applicable monthly report documentation of its efforts to ensure that the provisions of this Section have been satisfied.

SECTION 5: PERSONNEL AND PARTICIPANT CONDITIONS

5.1 Non-Discrimination

(a) In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, religion, natural origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with NSP funds. Subrecipient shall comply with 42 U.S.C. §5309, 24 CFR §570.602 and 24 CFR Part 6. Subrecipient shall at all times comply with Sections 104(b), 107 and 109 of Title I of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); and implementing regulations in 24 CFR Part 1; and Title VIII of the Community Redevelopment Act of 1968. Subrecipient agrees to include the applicable provisions of Section 9 of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its contractors and subcontractors.

(b) Subrecipient shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CRF Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by Subrecipient shall include a provision for compliance with these regulations. Subrecipient shall keep records and documentation demonstrating compliance with these regulations.

5.2 Equal Employment Opportunity

Subrecipient shall comply with 24 CFR §570.607; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations); the rules, regulations, and relevant orders of the Secretary of Labor, and the implementing regulations in 41 CFR Part 60, and the provisions of Equal Employment Opportunity **in Title VI of the Civil Rights Act of 1964; and Sec. 120-192 of the Wayne County Code**. Any contracts or purchase orders entered into by Subrecipient shall include a provision for requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that it is an Equal Opportunity/Affirmative Action employer. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Subrecipient shall keep records and documentation demonstrating compliance with these regulations.

5.3 Land Covenants

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

5.4 Handicapped Accessibility Requirements

Subrecipient shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131), Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by Subrecipient shall include a provision for compliance with these regulations. Subrecipient shall keep records demonstrating compliance with these regulations. Subrecipient shall work with any homebuying household that includes a person with disabilities to provide accessibility modifications required under the policy of reasonable accommodations and reasonable modifications. All such modifications shall be considered to be eligible NSP costs under this Agreement.

5.5 Utilization of Small Businesses and Minority/Women's Business Enterprises

(a) Subrecipient will use its best efforts to ensure that small businesses and minority/women's business enterprises are afforded the maximum practicable opportunity and included for consideration for participation in all construction, supply or service contracts or in the performance of this Agreement. Subrecipient shall comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). Any contracts entered into by Subrecipient shall include a provision for compliance with these regulations. Subrecipient shall keep records demonstrating compliance with this provision.

(b) As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group developers or women. Subrecipient may rely on written representations by businesses regarding their status as minority and women-owned business enterprises in lieu of an independent investigation.

5.6 Political Activities

Subrecipient shall comply with 24 CFR §570.207(a)(3) regarding political activities. NSP funds shall not be used for lobbying or political patronage activities. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act). Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for inherently religious activities, lobbying, political patronage, and nepotism activities

5.7 Anti-Lobbying Provision

Subrecipient shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Subrecipient shall complete and comply with the "Certification Regarding Lobbying" attached hereto as **Appendix C** and made a part hereof by this reference. An executed copy of the "Certification Regarding Lobbying" shall be kept in the files of each of the parties of this Agreement.

5.8 Conflicts of Interest

(a) In the procurement of supplies, equipment, construction and services, Subrecipient shall comply with the conflict of interest rules in 24 CFR §84.42. Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §84.42. Such cases include the acquisition and disposition of real property and the provision of assistance by the Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation).

(b) No member or Delegate to the Congress of the United States shall be permitted to any share or part of this Agreement or any benefit therefrom. No member, officer or employee of the County; or its designees, or agents; or member of the Wayne County Commission; and no other public official of County who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this agreement.

(c) The general rule states that no officer or employee of Subrecipient or its designees or agents or consultants who exercise or have exercised any functions or responsibilities with respect to activities assisted with NSP funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom such person has family or business ties, during such person's tenure and for one year thereafter. Subrecipient agrees and warrants that it will establish and adopt safeguards to prohibit members, officers, employees and the like from using positions for a purpose that is or gives the appearance of being motivated for private gain for themselves or others with whom they have family, business, or other ties.

(d) Subrecipient must keep records supporting requests for waivers of conflicts.

5.9 Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity

Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §170lu) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low and moderate-income persons and the use of local businesses. Subrecipient shall comply with the provisions of the Section 3 Clause and require all subcontracts to contain a copy of the relevant Section 3 clause. Compliance with Section 3 shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Subrecipient and any of Subrecipient's contractors and subcontractors. Subrecipient further agrees as follows;

1. Subrecipient shall ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the NSP-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low- income persons residing within the metropolitan area in which the NSP-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

2. Subrecipient warrants and agrees to include or cause to be included the criteria and requirements of the Section 3 provisions of this Agreement in every non-exempt subcontract in excess of One Hundred Thousand and No/ 100 Dollars ($100,000). Subrecipient shall also take such action as the federal, state or local government may direct to enforce aforesaid provisions. Subrecipient shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

5.10 Vicinity Hiring

(a) In addition to Section 3 requirements, NSP, unlike the previous NSP programs, has a requirement for vicinity hiring. The purpose of vicinity hiring is to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons residing or located within the NSP Target Area.

(b) Subrecipient must prepare and implement a vicinity hiring plan. The plan will include activities capable of being documented for submittal to County. Activities may include, but are not limited to, some or all of the following:

1. Advertise the availability of jobs through notices in prominent locations within the NSP Target Area and surrounding areas. In addition, advertise in the local electronic or print media in languages spoken by NSP Target Area residents.
2. Distribute information door to door to residents and any businesses in the NSP ' Target Area.
3. Contact public housing developments within the NSP Target Area to provide information about hiring to public housing residents.
4. Provide contact information via telephone, e-mail or social media for residents and business within the NSP Target Area to make inquires or have questions answered.
5. Maintain a log of NSP Target Area applicants who apply for jobs whether they are hired or not. If they are not hired, provide the reason(s) why they were not hired.
6. Contact labor organizations or representatives in or near the NSP Target Area and inform their members of employment opportunities.
7. Create monthly reports to be delivered to the County that detail the Subrecipient's efforts in hiring low-income individuals and businesses from the NSP Target Area.
8. Notify Section 3 businesses of potential contract opportunities. Subrecipient shall maintain copies of all employment applications, including, but not limited to, applications of public housing residents, Section 8 certificate or voucher holders, or other Section 3 residents.

5.11 Religious Activities

(a) Subrecipient shall comply with 24 CFR §570.200(j) regarding faith-based activities. NSP funds may not be used for the acquisition, construction, or rehabilitation of units to the extent that those units are used for inherently religious activities. NSP funds are eligible for the acquisition, construction, or rehabilitation of units only to the extent that those units are used for conducting eligible activities under the CDBG regulations. Where a unit is used for both eligible and inherently religious activities, NSP funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to NSP funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements.

(b) Disposition of real property after the term of the grant, or any change in the use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.

5.12 Drug Free Workplace

Subrecipient will provide a drug-free workplace. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 24 CFR Part 21 regarding maintenance of a drug-free workplace. Subrecipient shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit C** and made a part hereof by this reference. Subrecipient shall ensure that the provisions of the clauses in **Exhibit C** are included in all third party contracts, subcontracts, and purchase orders that exceed Ten Thousand and No/100 Dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor. Subrecipient will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

5.13 <u>Prohibition of Use of Excessive Force</u>

Subrecipient accepts and acknowledges the County's "Certification Regarding Policy Prohibiting Use of Excessive Force"

5.14 <u>Fair Housing Act</u>.

Subrecipient shall comply with the Fair Housing Act (42 U.S.C. §§3601-3602) and Implementing regulations at 24 CFR Part 100 and 24 CFR 200, Subpart M, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.

5.15 <u>Resident Aliens</u>

Subrecipient shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

5.16 <u>Debarment and Suspension</u>

Subrecipient shall comply with the debarment and suspension requirements se forth in 24 CFR Part 570.609 and 24 CFR Part 24. Subrecipient shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event Subrecipient has entered into a contract or subcontract with a debarred or suspended party, no NSP funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Subrecipient shall keep copies of the debarment and suspension certifications required by 24 CFR Part 24.

5.17 <u>Building, Zoning, and Permits</u>

Subrecipient agrees to comply with all laws of the State of Michigan, the Wayne County Code, and local ordinances in which homes are located. In particular, Subrecipient shall comply with all applicable building and zoning laws and regulations and obtain all necessary permits for intended improvement or activities for the Project.

5.18 <u>Substantial Amendment to the County's 2011 Consolidated Annual Action Plan</u>

Subrecipient agrees that all shall be bound by the comply with all applicable terms and conditions set forth in the Substantial Amendment to the County's 2011 Consolidated Annual Action Plan filed with the County and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement or which are imposed or implemented by HUD subsequent to the execution of this Agreement by the parties hereto.

SECTION 6: ENVIRONMENTAL

6.1 Environmental Review Requirements

In accordance with 24 CFR §570.604 and 24 CFR Part 58, the activities under this Agreement are subject to environmental review requirements. Subrecipient is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsible for initiation of an intergovernmental review of this program and its activities (24 CFR §570.604). However, Subrecipient is required to provide information about its activities in order for County to comply with its responsibility under 24 CFR part 58. A copy of the Environmental Review Record shall be maintained by both Subrecipient and County. Subrecipient shall submit to County the names and addresses of each seller of each home, the proposed scope of work for each home, and an estimate of cost of the work to be done prior to commencement of work. Subrecipient also agrees to assist County in addressing environmental issues that may arise during County's review process.

6.2 Asbestos

(a) County agrees to perform asbestos surveys to identify the presence and quantity of asbestos containing materials in the units identified for deconstruction. Reports outlining the results of those surveys and estimates for abatement will be provided to the Subrecipient.

(b) Subrecipient agrees to ensure that abatement is conducted by a licensed abatement contractor in accordance with the asbestos survey provided through the Environmental Review process prior to deconstruction or demolition, in accordance with federal, state and local regulations.

6.3 Environmental Protection

Subrecipient shall comply with all applicable standards, orders or regulations of the Clean Air Act (42 U.S.C. §7401 et. seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et. seq.) EPA regulations pursuant to 40 CFR Part 50; National Environmental Policy Act of 1969; HUD Environmental Review Procedures at 24 CFR Part 58; and Section 508 of the clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Violations shall be reported to County, HUD and EPA.

6.3 Flood Disaster Protection

Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR Parts 59 through 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

6.4 Flood Insurance Program

Should any acquisition, construction or rehabilitation of existing units with assistance provided under this Agreement occur in an area identified as having special flood hazards by the Director of Federal Emergency Management, Subrecipient agrees to comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program and that flood insurance will be required by County and must be provided by Subrecipient or homeowner.

6.5 Lead-Based Paint

Subrecipient agrees that any deconstruction or demolition of residential units with assistance provided under this Agreement shall be subject to local state and federal requirements related to Lead-Based Paint. Guidance regarding specific requirements for Lead-Based Paint in federally funded demolition and deconstruction projects will be provided by Wayne County.

6.6 Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR §800, Advisory Counsel on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list. Subrecipient shall notify County's CDBG representative immediately upon determining that a property may fall into this category.

SECTION 7: DEFAULTS AND REMEDIES

7.1 Subrecipient Events of Default.

If Subrecipient fails to comply with any term of this Agreement or any of the following, it shall constitute and Event of Default under this Agreement:

a) failure to comply with any of the rules, regulations or provisions referred to herein or governing NSP or CDGB awards, including, but not limited to, the NSP regulations, 24 CFR Parts 570 or such statues, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b) failure to comply with any of the terms contained in this Agreement and such failure continues for a period of ten (10) days following notice thereof given by County to Subrecipient;

c) failure to fulfill in a timely and proper manner its obligations under this Agreement;

d) improper use of funds provided under this Agreement;

e) submission by Subrecipient at any time of any material representation in any certification, report or communication to County that is determined by County to be false, misleading, or incorrect in any material manner;

f) Subrecipient's failure to disclose to County, upon demand, the names of all persons with whom Subrecipient has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor; or

g) Subrecipient's default under any of the grant documents executed by Subrecipient in connection with this grant by County (herein the "Grant Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the Grant Documents, or if there is no cure period set forth therein, then within ten (10) days following the date of notice to Subrecipient thereof.

Notwithstanding any of the foregoing provisions to the contrary, if Subrecipient has failed to cure any default prior to the expiration of any applicable cure period, County may, at its sole option, cure such default on Subrecipient's behalf without waiving Subrecipient's default, provided, however, that County shall be under no duty or obligation to do so.

7.2 No Waiver

Failure of County to declare a default shall not constitute a waiver of any rights by County. Furthermore, the waiver of any default by County shall in no event be construed as a waiver of rights with respect to any other default, past or present.

7.3 County Remedies/Suspension and Termination

(a) If Subrecipient materially fails to comply with any term of this Agreement or upon the occurrence of any Subrecipient Event of Default or any other breach of this Agreement and failure to cure or rectify a problem within the time otherwise allowed under this Agreement, County may take any one or combination of the following actions:

1) Suspend or terminate this Agreement, in whole or part, without further notice;
2) Withhold all further uncommitted funding and payments;
3) Terminate further funding with regard to some or all homes and enforce purchase or rehabilitation agreements for such homes;
4) Terminate funding for acquiring any additional homes for which Subrecipient has not already contracted to purchase and which it has contracted to purchase but has not already done so, while allowing funding to continue for contracts previously entered into or properties already purchased;
5) Require Subrecipient to assign any or all contracts to which Subrecipient is a party previously entered into in furtherance of this Agreement and convey any or all property acquired with funds provided under the Program, without terminating this Agreement;
6) Exercise all other rights and remedies available to it under the terms of this Agreement, the Grant documents, under statutory law, equity or under common law;
7) If County terminates this Agreement due to Subrecipient's breach of this Agreement, at County's election Subrecipient shall forfeit to County all unexpended monies provided under the Agreement.

8) At County's discretion, Subrecipient may also be required to refund all NSP funds awarded during the period of this Agreement already spent by Subrecipient and reimbursed by County.
9) County may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5).
10) In the event Subrecipient is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

(b) County may also terminate this Agreement for convenience in accordance with 24 CFR §85.44; provided however, for any funds which have been committed no termination of funding will be allowed. Upon termination of this Agreement, within five (5) days of the date of any demand by County, Subrecipient must deliver all property acquired in whole or in part with funds provided Subrecipient under this Agreement as well as title to all real property, free and clear of any liens or encumbrances except those in favor of County.

(c) All remedies are cumulative and, to the extent permitted by law, the election of one or more remedies will not be construed as a waiver of any other remedy County may have available to it.

SECTION 8: INDEMNIFICATION AND INSURANCE

8.1 Indemnification

To the extent allowed by law, Subrecipient must defend and hold harmless County, its elected and appointed officials, respective agents, officers, or employees from and against any and all liability, claims, demands, damages, losses, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is files, attorney fees and cost at all trial and appellate levels, of any kind caused by Subrecipient's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

8.2 Insurance

(a) Without limiting Subrecipient's indemnification, Subrecipient must maintain insurance for the duration of this Agreement according to the following schedule:

A. Commercial General Liability insurance with a minimum of One Million Dollars ($1,000,000.00) 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. This is not applicable to housing rehabilitation or single family new construction.

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.

(b) 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.

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

(d) Subrecipient must require any of its contractors to maintain insurance in accord with the provisions of this section.

SECTION 9: MISCELLANEOUS

9.1 Assignment

Subrecipient cannot assign or transfer any interest in this Agreement without prior written consent of County, which may be withheld for any or no reason.

9.2 No Grant of Vested Rights

This Agreement must not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by Subrecipient.

9.3 Independent Contractor

Nothing in this Agreement is intended to, nor will it be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between County and Subrecipient. County is exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Subrecipient is an independent contractor. Subrecipient agrees and acknowledges that it is responsible for and must pay any and all applicable compensation, insurance, and taxes, including but not limited to federal income taxes and Social Security on the salary of any positions funded in whole or in part with NSP funds.

9.4 Severability

This Agreement will be construed in accordance with the laws of the State of Michigan. It is agreed by the parties that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other covenants, conditions, or provisions herein contained and all other parts shall nevertheless be in full force and effect.

9.5 Entire Agreement/Modification

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

9.8 Notices

(a) 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:
Jeannie Fields
Community Development Manager
City of Inkster
26215 Trowbridge
Inkster, MI 48141
313.563.7709 / (fax) 313.563.6488
jfields@cityofinkster.com

If to the Recipient:
Charter of Wayne County
Wayne County NSP Program
500 Griswold, 30th floor
Detroit, Michigan 48226
Attention: Ann Leen, Community Development Director

With copies to:
County of Wayne
Wayne County Corporation Counsel
500 Griswold, Suite 11617
Detroit, Michigan 48226
Attention: Haaris Ahmad, Asst. Corporation Counsel

(b). 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.

(c). 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.

9.9 Authorization

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 soon behalf of its principal and is empowered to bind the principal to this Agreement.

9.10 Certifications

Subrecipient shall execute and comply with all of the NSP Certifications referenced in Appendix D to this Agreement in a form applicable to Subrecipient. If an applicable certification has not been attached to this Agreement then Subrecipient has the duty to request that form from County. Subrecipient understands it may be required to comply with future certifications as issued.

9.11 Jurisdiction

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 County 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 10: DEFINITIONS

For purposes of this Agreement the following definitions shall be applicable throughout, except in those instances where the context requires otherwise:

10.1 "Abandoned Home" means a home or residential property on which either (a) a mortgage, tribal leasehold or tax payments are at least 90 days delinquent, or (b) a code enforcement inspection has determined that the property is not habitable and the owner has taken no corrective actions within 90 days of notification of the deficiencies, or (c) the property is subject to a court-ordered receivership or otherwise meets a state definition of an abandoned home or residential property. The County is adding an additional requirement to the must be vacant and unoccupied.

10.2 "Affordable Housing Units" means residential units priced so that they qualify for sale as Low Income, Moderate Income, or Middle Income Housing as further defined herein.

10.3 "Allocated Funds" means the Subrecipient's share of the NSP Funds allocated to Subrecipient for providing the services necessary to complete the Project

10.4 "Blighted Unit" means a unit that exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare. In particular a blighted unit or property meets the following criteria according to the Blighted Area Rehabilitation Act 344 of 1945:

a) The property has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.

b) The property is an attractive nuisance because of physical condition or use.

c) The property is a fire hazard or is otherwise dangerous to the safety of persons or property.

d) The property has had the utilities, plumbing, heating, or sewerage disconnected, destroyed, removed, or rendered ineffective for a period of 1 year or more so that the property is unfit for its intended use.

e) The property is tax reverted property owned by a municipality, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a municipality, a county, or this state shall not result in the loss to the property of eligibility for any project authorized under this act for the rehabilitation of a blighted area, platting authorized under this act, or tax relief or assistance, including financial assistance, authorized under this act or any other act.

f) The property is owned or is under the control of a land bank fast track authority under the land bank fast track act, 2003 PA 258, MCL 124.751 to 124.774. The sale, lease, or transfer of the property by a land bank fast track authority shall not result in the loss to the property of eligibility for any project authorized under this act for the rehabilitation of a blighted area, platting authorized under this act, or tax relief or assistance, including financial assistance, authorized under this act or any other act.

g) The property is improved real property that has remained vacant for 5 consecutive years and that is not maintained in accordance with applicable local housing or property maintenance codes or ordinances.

h) The property has code violations posing a severe and immediate health or safety threat and has not been substantially rehabilitated within 1 year after the receipt of notice to rehabilitate from the appropriate code enforcement agency or final determination of any appeal, whichever is later.

10.5 "Budget" means Subrecipient's cost breakdown for the Project as submitted to and approved by County. This term is further defined in Section 2.1 of this Agreement.

10.6 "County's Plan Amendment" shall mean the Substantial Amendment to the County's 2011 Annual action Plan on file with the County.

10.7 "Contractor" shall mean those vendors selected by the Subrecipient in accordance with HUD Regulations as eligible vendors that are licensed, insured, and have obtained state certification to supply the services outlined in this Agreement.

10.8 "Current Market Appraised Value" shall mean the value of a foreclosed upon home or residential property that is established through an appraisal made in conformity with: (1) the appraisal requirements of the URA at 49 CFR 24.103, or (2) the Uniform Standards of Professional Appraisal Practice (USPAP), or (3) the appraisal requirements of Federal Housing Administration (FHA) or a government sponsored enterprise (GSE); and the appraisal must be completed or updated within 60 days of a final offer made for the property by a grantee, sub- recipient, developer, or individual homebuyer. However, if the anticipated value of the proposed acquisition is estimated at $25,000 or less, the current market appraised value of the property may be established by a valuation of the property that is based on a review of available data and is made by the County.

10.9 "Date of Notice of Foreclosure" shall be deemed to be the date on which complete title to a property is transferred to a successor entity or person as a result of an order of a court or pursuant to provisions in a mortgage, deed of trust, or security deed. If none of these events occur in the acquisition of a foreclosed property (e.g. in a short sale), in order to ensure fair and equitable treatment of *bona fide* tenants and consistency with the NSP definition of foreclosed shall be deemed to be the date on which the property is acquired for the NSP-assisted project.

10.10 "Direct Activity Delivery Cost" shall mean the compensation Subrecipient will receive after Home Completion of a home for the cost and risk of undertaking the NSP activity prior to Home Completion, which shall not exceed the lesser of Fifteen Thousand and No/ 100 Dollars ($15,000) or ten percent (10%) of the demolition cost of each home purchased with NSP funds, as further described in Section 7.1 hereof.

10.11 "Eligible Person or Household" shall mean one or more natural persons, or a household, which is determined by the County to be a Low Income, Moderate Income or Middle Income Person or Household according to the income limits adjusted for family size published annually by HUD and distributed by the State of Michigan, based upon the Annual Gross Income of the household.

10.12 "Foreclosed" shall mean and apply to a property if any of the following conditions apply:
(a) the property's current delinquency status is at least 60 days delinquent under the Mortgage Bankers of America delinquency calculation and the owner has been notified;
(b) the property owner is 90 days or more delinquent on tax payments;
(c) under state, local, or tribal law, foreclosure proceedings have been initiated or completed; or
(d) foreclosure proceedings have been completed and title has been transferred to an intermediary aggregator or servicer that is not an NSP grantee, contractor, subrecipient, developer, or end user.

10.13 "Home Completion" shall mean that a home for which demolition is at one hundred percent (100%), and the appropriate documentation has been submitted by Subrecipient to and approved by County.

10.14 "Low Income Housing" shall mean housing which is available for purchase by a household whose income do not exceed fifty percent (50%) of the Median Income of the Wayne County Area published annually by HUD and distributed by the State of Michigan.

10.15 "Middle Income Housing" shall mean housing which is available for purchase by those households whose incomes exceed eighty percent (80%) but are no more than one hundred twenty percent (120%) of the Median Income of the Wayne County Metropolitan Statistical Area ("MSA") published annually by HUD and distributed by the State of Michigan.

10.16 "Moderate Income Housing" shall mean housing which is available for purchase by those households whose incomes exceed fifty percent (50%) but are no more than eighty percent (80%) of the Median Income of the Wayne County Metropolitan Statistical Area ("MSA"), published annually by HUD and distributed by the State of Michigan.

10.17 "Program Income" means revenue (i.e., gross income) received by Subrecipient that is directly generated from the use of CDBG funds (which term includes NSP grant funds) as further defined in 24 CFR §570.500(a).

10.18 "Project" means the work Subrecipient shall complete in accordance with the terms of this Agreement generally as described in Section 2.3 hereof and **Exhibit "A"** attached.

10.19 "Project Completion" means the day after Subrecipient has submitted to County all documentation in satisfactory form required under this Agreement concerning the Project, after Home Completion of all of the homes in the Project by Subrecipient pursuant to this Agreement.

10.20 "Project Completion Deadline" shall mean September 30th, 2014, by which date Subrecipient shall have attained Project Completion.

10.21 "Subrecipient" shall mean a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under § 570.201(o), receiving CDBG funds from the recipient or another subrecipient to undertake eligible activities. This includes any nonprofit organization (including a unit of local government) that a state awards funds to.

10.22 "Use" (for the purposes of HERA section 2301(c)(1)) shall mean funds are used when they are obligated by a state, unit of general local government, or any subrecipient thereof, for a specific NSP activity; for example, for acquisition of a specific property. Funds are obligated for an activity when orders are placed, contracts are awarded, services are received, and similar transactions have occurred that require payment by the state, unit of local government, or subrecipient during the same or a future period. Note that funds are not obligated for an activity when subawards (e.g., grants to subrecipients or to units of local government) are made.

10.23 "Unit" shall mean a single family home. For duplexes or condominium structures, each address shall constitute a unit.

10.24 "Vicinity" shall mean each neighborhood identified by the NSP grantee as being areas of greatest need.

All terms not otherwise defined herein shall have the meanings as defined or otherwise used in the County's Substantial Plan Amendment and the enabling statutes, rules and regulations governing NSP.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTION

IN WITNESS WHEREOF, Subrecipient and County have executed this Agreement on the dates set forth opposite their signatures below.

[Subrecipient]

By: ________________________________

Its: ____________

CHARTER COUNTY OF WAYNE

By: ____________________________

Robert A. Ficano
Its: Wayne County Executive

County Commission approved and
Execution Authorized
by Resolution

No.__________________
Date:_________________

APPENDIX A
STATEMENT OF WORK AND BUDGET

City of Inkster NSP 3 Grant Funds for Demolition - Additional Funds

Owner	Address	Street Name	Demo + Env Cost	Utility Dis	SHPO	Utility Shut Offs
City	4020	Allen	12000	1140	No	No
City	4167	Henry	16500	1140	Yes	Yes
City	3249	Inkster Road	30000	1140	No	No
City	3600	Spruce	8500	1140	Yes	Yes
			67000	4560		

Demo Costs	**71560**
Proj Delivery	**7156**
Contingency	**1284**
Total Proj Cost	**80000**

APPENDIX B
PROGRAM INCOME
Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Neighborhood Stabilization Program (NSP) funds, such as revolving loans, lien repayments, and sales from disposition of NSP 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 500 Griswold, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically record 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 NSP 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.

WAYNE COUNTY NSP PROGRAM INCOME REPORT

COMMUNITY/ENTITY: ____________ COMPLETE HIGHLIGHTED SPACES ONLY

GRANT YEAR: , 2014 to __________, 2014

QUARTER: ____________

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	$ - (Insert Date only)	-	-	-	-	
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-
EXPENDITURES - Stipulate Agreement 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 % = 20%
P&A cap $ = $ -

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

APPENDIX C
CERTIFICATIONS

Certifications for Non-Entitlement Local Governments

(1) **Affirmatively furthering fair housing.** The jurisdiction certifies that it will affirmatively further fair housing.

(2) **Anti-displacement and relocation plan.** The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(3) **Anti-lobbying.** The jurisdiction must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.

(4) **Authority of jurisdiction.** The jurisdiction certifies that the consolidated plan or abbreviated plan, as applicable, is authorized under state and local law (as applicable) and that the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(5) **Consistency with plan.** The jurisdiction certifies that the housing activities to be undertaken with NSP funds are consistent with its consolidated plan or abbreviated plan, as applicable.

(6) **Acquisition and relocation.** The jurisdiction certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the notice for the NSP program published by HUD.

(7) **Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity**. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §170lu) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low and moderate-income persons and the use of local businesses. Subrecipient shall comply with the provisions of the "Section 3 Clause", made a part hereof by this reference, and require all subcontracts to contain a copy of the Section 3 Clause. Compliance with the Section 3 Clause shall be a condition of the Federal financial assistance provided under this Agreement and binding upon County, Subrecipient and any of Subrecipient's contractors and subcontractors. Subrecipient further agrees as follows;

1. Subrecipient shall ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the NSP-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in

connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low- income persons residing within the metropolitan area in which the NSP-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

2. Subrecipient warrants and agrees to include or cause to be included the criteria and requirements of the Section 3 provisions of this Agreement in every non-exempt subcontract in excess of One Hundred Thousand and No/ 100 Dollars ($100,000). Subrecipient shall also take such action as the federal, state or local government may direct to enforce aforesaid provisions. Subrecipient shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

(8) **Citizen participation.** The jurisdiction certifies that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements.

(9) **Use of funds.** The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant.

(10) **The jurisdiction certifies:**

a. that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and
b. The jurisdiction 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 NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP 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. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

(11) **Excessive force.** The jurisdiction certifies that it has adopted and is enforcing:

a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
b. A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

(12) **Compliance with anti-discrimination laws.** The jurisdiction certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(13) **Compliance with lead-based paint procedures.** The jurisdiction certifies that its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(14) **Compliance with laws.** The jurisdiction certifies that it will comply with applicable laws.

(15) **Vicinity hiring.** In addition to Section 3 requirements, NSP, unlike the previous NSP programs, has a requirement for vicinity hiring. The purpose of vicinity hiring is to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons residing or located within the NSP Target Area.

Subrecipient shall prepare and implement a vicinity-hiring plan. The plan shall include activities capable of being documented for submittal to County. Activities may include, but are not limited to, some or all of the following:

1. Advertise the availability of jobs through notices in prominent locations within the NSP Target Area and surrounding areas. In addition, advertise in the local electronic or print media in languages spoken by NSP Target Area residents.
2. Distribute information door to door to residents and any businesses in the NSP Target Area.
3. Contact public housing developments within the NSP Target Area to provide information about hiring to public housing residents.
4. Provide contact information via telephone, e-mail or social media for residents and business within the NSP Target Area to make inquires or have questions answered.
5. Maintain a log of NSP Target Area applicants who apply for jobs whether they are hired or not. If they are not hired, provide the reason(s) why they were not hired.
6. Contact labor organizations or representatives in or near the NSP Target Area and inform their members of employment opportunities.
7. Create monthly reports to be delivered to the County that detail the Subrecipient's efforts in hiring low-income individuals and businesses from the NSP Target Area.
8. Notify Section 3 businesses of potential contract opportunities. Subrecipient shall maintain copies of all employment applications, including, but not limited to,

applications of public housing residents, Section 8 certificate or voucher holders, or other Section 3 residents.

(16) **Development of affordable rental housing.** The jurisdiction certifies that it will abide by the procedures described in its NSP Abbreviated Plan to create preferences for the development of affordable rental housing for properties assisted with NSP funds.

_________________________ ____________

Its: Date

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

"Employee" shall mean 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 grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient:	**City of Westland**
Agreement:	**2014 NSP Subrecipient Agreement**
Agreement Year:	**_________, 2014 through ___________2014**

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 Agreement 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.

EXECUTION

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

WITNESSES: **SUBRECIPIENT**

____________________ ____________________________

By:__________________________

Its:

Dated: ________________________

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on ___________________ by_______________, __________, on behalf of City of .

____

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