1. Agenda

   Documents: 11-02 15 AGENDA.PDF

2. Packet

   Documents: 11-02 15 PACKET.PDF

INKSTER CITY COUNCIL

November 2, 2015, 2015
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

MARK STUHLDREHER
INTERIM 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
   B. Proclamation to Mayor Hampton – Representative, Julie Plawecki
   C. Proclamation to Mayor Pro-Tem Marcus Hendricks - Mark Stuhldreher, Interim City Manager
   D. Proclamation to Councilman Michael Canty - Mark Stuhldreher, Interim City Manager
   E. Proclamation to Mayor Hilliard Hampton, Jr.- Mark Stuhldreher, Interim City Manager

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

November 2, 2015

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. Rapid Transit Authority - Best: Michigan Ave. Transit Study
   B. Fire Prevention Week Poster Contest Winners - Fire Chief, John Adams

4. Public Hearing

5. Consent Agenda

   A. October 19, 2015 Regular City Council Meeting Minutes. **Pg. 1**
   B. Allen Brother's and Attorney's PLLC. Invoice $44,529.76 **Pg. 6**

6. Boards and Commissions

   A. Update of current list of appointments to Boards & Commissions. **Pg. 7**

7. Previous Business

8. Ordinance(s)

   A. First Reading(s)

   B. Second Reading(s)

9. New Business

   A. Discussion/Action: (Jeannie Fields) Consider adoption of time limits for Community Development Block Grant (CDBG) program liens for Housing Rehabilitation Assistance per HOME Investment Partnership Program guidelines (HOME)

   Pg. 14

B. Discussion/Action: (Jeannie Fields) Consider a resolution in support of commitment and cooperation with the Michigan Main Street Program in continuing as an Associate Main Street Community. **Pg. 25**

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

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November 2, 2015

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   Pg. 14

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12. City Clerk
13. City Manager
14. Closed Session
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15. Adjournment

Felicia Rutledge
City Clerk

October 19, 2015

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, October 19, 2015

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

- The agenda.

Call Meeting to Order

Mayor Hampton called the meeting to order at 7:35 p.m.

Pledge of Allegiance

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

Prayer

Prayer was led by Pastor Jean Overman.

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 Moner, Seconded by Councilmember Canty to approve the agenda with added item "B" under New Business.
Resolution 10-15-198R - Motion carried.
NAY: (SHAW)

Presentations/Discussion

Public Hearings

Consent Agenda

A. October 5, 2015 Regular City Council Meeting Minutes.

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Howard
Resolution 10-15-199R – Motion carried.

Boards and Commission

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

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Moner to appoint Daryl Davis to the Planning Commission.
Resolution 10-15-200R – Motion carried.

Previous Business

A. Discussion/Action: (Jerome Bivins) Consider authorizing administration to approve a contract with Great Lakes Facility Management to provide janitorial services at City Hall, Justice Center, Recreation Complex and Department of Public Services for one (1) year with the option of two (2) additional years.

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Canty
to ***REMOVE*** from the table to approve the Great Lakes Facility Management for Janitorial Services.
Resolution 10-15-201R – Motion carried.

B. Discussion/Action: (Jerome Bivins) Consider authorizing administration to approve a contract with Great Lakes Facility Management to provide janitorial services at City Hall, Justice Center, Recreation Complex and Department of Public Services for one (1) year with the option of two (2) additional years.

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Canty
to from the table to approve the Great Lakes Facility Management for Janitorial Services.
Resolution 10-15-202R – Motion carried.
NAY: (WILLIAMS, SHAW)

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

New Business

A. Discussion/Action: (Mark Stuhldreher) Consider approval of the FY2016 budget amendments for the General Fund, Major Street, Local Street, Parks Rubbish, CDBG, TIFA, Drug Forfeiture, Justice Center Construction and Water/Sewer Funds. Also, Council approval of departmental recommended fee changes.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 10-15-203R – Motion carried.
NAY: (SHAW)

B. Discussion/Action: (City Council) Reconsider the BELFOR contract for Board-Ups in the City of Inkster.

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Hendricks
Resolution 10-15-204R – Motion carried.
NAY: (SHAW)

Moved by Mayor Hampton, Seconded by Mayor Pro-Tem Hendricks
to approve the BELFOR contract for City of Inkster Board- Ups.
Resolution 10-15-205R – Motion carried.
NAY: (SHAW)

Public Participation

- **Representative Julie Plawecki** – Stated she would be attending the City of Inkster Homestead Millage Forum with Senator David Knezek on October 22, 2015 at St. Episcopal Church.
- **Mary McClendon** –_Stated that the last Coffee Hour of the year for County Commissioner Richard LeBlanc and Senator David Knezek would be held next Monday. She also stated if any senior citizens are unable to rake their leaves Commissioner LeBlanc is having make a Senior Smile. This service will be to rake leaves for seniors.
- **Jessie Shelby** – Stated she was sad that Kim Sledge was leaving. She further stated that other employees have not received their ten percent back but one employee got a significant raise.
- **Owen Roper** – Informed residents that he would be doing a city-wide clean up on October 30th, 2015 and encouraged all residents to participate. He further had questions about the EPA grant that effects the citizens of Inkster.
- **P. S. Sidhu** – He asked if a water bill could be removed during a time period that the city knew he was not the owner of the property. The address is 3762 Henry.
- **Ernest Hendricks** – Asked if something could be done about 26422 Yale.
- **Tammi Warren** –_Informed administration of issues in a vacant home next door to her.
- **Gabe Henderson** –_Thanked participants for attending the Good fellows pancake breakfast.
- **Akindele Akinyemi** –_Informed residents of the Downtown Development Authority meeting.
- **James Richardson** –_Complaints regarding signs within the city. He asked that residents please respect the Richardson signs.
- **Dorothy Gardner** –_Informed residents about the three millage proposals on the ballot. She asked that all residents vote yes. She also stated that the absence of Kim Sledge will be felt.
- **Sandra Watley** –_Stated that ICAN will be going to different locations within the city to encourage voters to vote. She further stated that different housing locations within the city would be visited so that children who can't make it to the Recreation complex will have an opportunity to receive candy.
- **Willie Johnson** –_Had issues regarding dumping on his street. He further stated that more Police are needed.
- **Michael Green** –_Asked about the towing contracts within the city. He stated that Wayne County and Michigan State Police are towing cars from Inkster to locations outside the city. He further stated that citizens are losing their homes and the thinks the City Treasurer is manipulating money. He asked how long residents are going to allow this to go on.

Mayor and Council

- **Councilman Moner** – Gave tribute to Anderson Crutcher Young who was a Veteran and Councilperson for District three, Kingman E. Miller, PFC WWII who served as City of Inkster Police Chief, and Lance Corp. Gordan Robert Cabanaw, Marines Vietnam. He thanked them for their service to this country. He further reiterated the need to vote yes on all three of the millage proposals on the upcoming November 3, 2015 election ballot.
- **Councilman Williams** –_Asked about dumping on Cherryhill and Springhill. He announced to residents that he would be hosting a town hall meeting on October 22, 2015 and October 29, 2015. He stated the meeting will be conducted primarily to discuss the homestead millage proposal. He asked for a copy of other boards and commission meeting minutes.

- **Councilwoman Howard** –_Asked administration if homes that were to be demolished been torn down.
- **Mayor Pro-Tem Hendricks** – Stated that vehicles that are towed by law enforcement agencies should go thru the city of Inkster local tow companies.
- **Councilman Shaw** – Thanked administration for cleaning up properties that CBRE identified. He asked about the seven grants that were filed. He thanked Kim Sledge for her service and stated that she has always had a consistent personality.
- **Mayor Hampton** – Thanked Kim Sledge for her service to the organization. He stated she was leaving on her own accord and doing something she wanted to do. He additionally stated that her daughter had become a dentist. He said she has done well in terms of her children. He further stated that he has been to the Applewood Coney Island and has a great meal, every time he has gone. He encouraged residents to patronize that business. He thanked Councilwoman Howard for bringing up the board-up contract again. He stated he attended the Firehouse open house and that it was a well-attended event. He said the Top Ladies of Distinction, The Elks, Gleamers, Viking Pride and Walmart were all participants to help make the event a success. Lastly, he stated that the roll out of the My Brother's Keeper program is under way and was a huge success. He stated that Bankole Thompson of the Detroit News was the keynote speaker. He further stated he is writing an article about the city of Inkster.

City Clerk

- Informed residents of the upcoming election.
- Asked any resident if interested in becoming an Election Inspector to please contact the Clerk's office.

City Manager

- Stated that the Non-Homestead millage has to pass.
- Sue McCormick was appointed as the Great Lakes Water Authority President.
- He stated that administration applied for grants.
- He thanked Kim Sledge for her fifteen years of service.
- He stated that Ms. Carla Woodson of Inkster is filling in and was recruited from a temporary agency.

Closed Session

Adjournment

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

by Councilmember Moner, Seconded by Councilmember Canty and carried,

the Regular Council meeting of October, 2015 was adjourned a 9:06 p.m.

Felicia Rutledge, City Clerk
City of Inkster

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 620
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Page: 1
10/28/2015
Account No: 1897M

Attn: City Manager

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	$6,022.00
Municipal Legal Services	$4,637.50
Labor	$900.00
Litigation	$32,970.26
Total Invoice for October 28, 2015	**$44,529.76**

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

Denise Champagne, Project Dir. - (Ex-Officio Member)	Tenure
Rochelle Wells	Exp. 02/16/17
Audrey Jean Searcy	Exp. 06/02/16
Doris Horne	Exp. 02/16/17
Henry Wade	Exp. 03/07/15
Toni Bailey	Exp. 07/06/17
Dorothy Gardner	Exp. 06/16/16
Chuck Coleman	Exp. 04/04/15
Gabe Henderson	Exp. 04/04/15
June Patterson	Exp. 12/1/16
Patricia Donald	Exp. 07/06/17
Jessie Shelby	Exp. 08/03/17

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law

WCA Assessing	Clerk of the Board – Non Voting
William S. Miller	Exp. 06/02/15
Ned Sanders (Alternate)	Exp. 02/03/16
Lenoria Warmack	Exp 02/16/16
Celeste McDuffie	Exp. 02/03/16

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
Avis Love	Exp. 03/16/17

BUILDING AUTHORITY COMMISSION - *Inactive*

[MEETINGS: Second Monday in January]

3 Year Term 5 Members State Law and Resolution 74-1-39

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

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term 9 Members Ordinances 593 and 609

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

CANVASSERS BOARD

[MEETINGS: As Required]

4 Year Term 4 Members State Law

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

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term 3 Members Ordinances 237 & 559

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

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade		Exp. 12/17
- (Licensed Plumber)		
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason		Exp. 10/17
- (Licensed Electrician)		
Marcus Hendricks –		Exp. 12/17
- (Licensed Electrician)		
– Building Inspector		
- (Licensed Engineer/Inspector		

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		Exp. 10/06/18
Cynthia Adams		Exp. 01/14/18
Brittni Abiolu		Exp. 05/18/19
Peter Cimeot (Treasurer)		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade (Vice-Chair)		Exp. 12/17/16
Rerhi Onomake (Secretary)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

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
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
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. 09/20
Ernestine Williams	Exp. 03/19
Deborah Walker	Exp. 10/19

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 10/06/16
Deborah Owens	Dist. 2		Exp. 03/25/16
Shelby Johnson	Dist. 3		Exp. 09/15/16
Vernell Massey	Dist. 4		Exp. 12/01/16
Lenardo Gambrio	Dist. 5		Exp. 10/15/16
James Richardson IV	Dist. 6		Exp. 09/15/16
Tonia Williams	Mayoral		Exp. 02/16/17
Sheila Garland	Mayoral		Exp. 02/16/17
Yolanda Lockett	Council		Exp. 01/20/17

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)		Exp. 10/18
Robert Thomas		Exp. 10/18
Emmereal Wells		Exp. 04/18
James Garrett		Exp. 08/17
April Walton (Secretary)		Exp. 09/16
Sam Brown (Chairman)		Exp. 10/17
Richard Wooten (Vice Chairman)		Exp. 08/16

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term	5 Members	Charter
Rev. Leon Crawford	**Mayoral**	Exp. 01/17
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard L. Hampton II **Council**		Exp. 01/17
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. (VC)	Dist. 2	Exp. 01/14/17
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 09/2/17
Vanola Williams	Dist. 5	Exp. 09/03/16
Norma McDaniel	Dist. 6	Exp. 10/05/18
Richard Wooten (Chair) (Planning Comm. Appointee)		Exp. 01/14/17

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 36300 Warren Rd. Westland, MI. 48185]

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

2015 Community Development Block Grant Advisory Council (CDBG)

[Meetings: Dates and times are quarterly and locations are various]

Timothy Williams, Council Appointee	Exp. 2016
Lorenzo Moner, Council Appointee	Exp. 2016

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
Bishop Walter L. Starghill, Jr. (Chair)		Exp. 06/07/16
Herbert Johnson (Vice Chair)		Exp. 06/07/16
Deborah Walker (Secretary)		Exp. 06/07/16
Rerhi Onomake		Exp. 03/16/21
Dennis Weislow		Exp. 06/07/19
Cassandra Leonard		Exp. 06/07/16
Mary Weislow (Treasurer)		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21

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
Mark Stuhldreher, Treasurer	Tenure
M. Jeannie Fields, Community Dev. Mgr.	Tenure
Tonia C. Williams (C)	Exp. 10/06/16
Dorothy Gardner	Exp. 09/21/17

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: Mark Stuhldreher, Treasurer/Interim City Manager **Date: October 26, 2015**

From: M. Jeannie Fields mjf
Community Development Manager **Date for Council Consideration: Nov 2, 2015**

ACTION REQUESTED: Consider adoption of time limits for Community Development Block Grant (CDBG) program liens for Housing Rehabilitation Assistance per HOME Investment Partnership Program guidelines (HOME).

Current Action __X__ Emergency ______ Future ______

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

Treasurer's Approval ________________

BACKGROUND INFORMATION

The Federal Housing and Community Development Act of 1974, as amended, provides to certain "urban communities" funds for community development purposes. The County has been designated as an "urban county" and is authorized to make funds available to certain communities within its boundaries who enter into cooperative agreements. The City of Inkster entered into a cooperative agreement with Wayne County to obtain Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds in 2000. Both programs are Housing and Urban Development (HUD) funded programs.

Housing Rehabilitation has been identified as one of the eligible activities under the CDBG Program. Once a repair is determined eligible for the program and the household is determined eligible, based on pre-determined criteria, the applicant signs a CDBG Deferred Mortgage and Mortgage Note (see attached) for a lien on the property. The lien amount is based on the amount of the repair. Currently, the lien is payable upon sale, transfer or conveyance of the property to another person.

Wayne County, after consultation with HUD, has given grantees (communities) the option to incorporate HOME program affordability rules into their CDBG programs which are as follows per Section (a)(4) of 24 CFR 92.254: (excerpt from HUD regulation 24 CFR Part 92 – HOME Investments Partnerships Program is attached)

Homeownership Assistance Amount	Minimum Period of Affordability
Under $15,000	5
$15,000 - $40,000	10
Over $40,000	15

Most CDBG repairs fall under $15,000. Once the affordability period has passed, the lien is released and the mortgage is discharged. If the property is sold, transferred or conveyed to another person prior to the end of the affordability period, the lien amount would be prorated per Section (a)(5)(ii)(A)(2) of 24 CFR 92.254.

SCOPE OF SERVICES

Place time limits on CDBG program housing rehabilitation liens per HOME program affordability guidelines.

JUSTIFICATION

Homeowners that are eligible for the program, especially seniors, are turned off by the program due to the unlimited time frame for repayment of the CDBG lien. This fact has been recognized at the County level as well as the local level. As a result, several communities have already adopted the policy.

The policy change would make the program more attractive to individuals, especially seniors, and families who are in need of rehabilitation assistance. Additionally, the value of the repair depreciates as time passes which should be recognized as part of the program if permitted.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the image of Inkster.

COSTS

The cost to discharge a lien after the affordability period has passed is covered by the CDBG grant. The process would include processing a Discharge of Mortgage and recording it with the Wayne County Register of Deeds office (approximately $18.00).

PROJECT TIME TABLE

Upon Council approval.

RESOLUTION

Authorization is hereby given to adopt time limits for Community Development Block Grant (CDBG) program liens for Housing Rehabilitation Assistance per HOME Investment Partnership Program guidelines (HOME).

Resolved by ______________________ Seconded by __________________________

Yes:
No:
Absent:

CITY OF INKSTER
26215 TROWBRIDGE
INKSTER, MI 48141

Wayne County Community Development Block Grant Rehabilitation Assistance Program Deferred Mortgage

City of Inkster, County of Wayne
State of Michigan,

This MORTGAGE is made this __________ day of __________, ___2015__, between the Mortgagor(s), ________, a single man, whose address is ______, Inkster, MI 48141 (herein "BORROWER"), and the Mortgagee, the City of Inkster, a Michigan Municipal Corporation, whose address is 26215 Trowbridge, Inkster MI 48141 (herein "LENDER").

WHEREAS, the Borrower has applied for a deferred loan for the purpose of meeting the minimum housing rehabilitation standards of the Lender's Wayne County Community Development Block Grant Program, and for other eligible housing rehabilitation activities.

WHEREAS, on this date the Lender, pursuant to the provisions of ACT 346 of the Public Acts of 1966, as amended (the "Act"), agreed to grant to the Borrower a Wayne County Community Development Rehabilitation Program deferred loan (the "Loan") in the amount of $XX,XXX.XX, evidenced by a mortgage note (the "Note") dated the same day as this Mortgage, for improvements to the structure located on the real estate described below.

TO SECURE the repayment of the Loan and the payment of all other sums advanced by the Lender pursuant to the Loan, to protect the security of this Mortgage, and to secure the performance of the promises and agreements of the Borrower, the Borrower mortgages, grants and conveys to the Lender, with power of sale, the following described property located in the City of Inkster, County of Wayne, State of Michigan:

LOTS XXXX of plats, Wayne County Records. Commonly known as_______, Inkster, Michigan, 48141.
Tax ID # ____________________

TOGETHER with all the improvements now or hereafter erected on the property, all fixtures now or hereafter attached to the property, and all other interests the Borrower may have in the Property, all of which, including replacements and additions thereto, shall be part of the property covered by this Mortgage; and all foregoing, together with said property shall be referred to as the "Property".

The Borrower warrants that the Borrower holds legal title to the Property and has the right to mortgage, grant and convey the Property, and will warrant and defend generally the title to the Property subject to any liens, encumbrances, easements or other non-possessory interests presently affecting the Property.

NOW, therefore, in consideration of the Loan, the parties covenant and agree as follows:

1. Deferred Payment Loan. The Borrower agrees that if all or any part of its interest in the Property is sold, transferred, or otherwise conveyed, voluntarily or involuntarily, either while the Borrower is living or upon the death of the Borrower, or the Property ceases for any other reason to be the Borrower's principle place of residence, or if the Borrower permits another mortgage to be placed on the Property, whether Superior or subordinate to this Mortgage, or if the Borrower defaults in the terms or payment of any other lien now existing against the Property, or hereafter incurred, the Borrower shall repay the Lender (unless the Lender otherwise agrees not to require repayment with Wayne County Community Development Division approval) according to the terms of the Note, or the net proceeds of the sale of the Property (as "net proceeds" is defined in the Note).

Any required repayment shall be made to Lender not later than the 30th day following the sale, transfer, mortgaging or other conveyance, or following the date upon which the structure ceases to be the Borrower's principal place of residence, or after written notice from the City of Inkster that the Borrower is in default of any other lien then existing against the Property.

The Lender, at its option, is authorized to declare immediately due and payable all or any part of the indebtedness remaining at the time of that declaration upon the Lender's discovery of the Borrower's failure in the Borrower's loan application to disclose any fact deemed by the Lender to be material, or of the making of any misrepresentation by, on behalf of, or for the benefit of the Borrower in the loan application or in any of the agreements entered into by the Borrower with the Lender including but not limited to the Note and this Mortgage.

2. Notice of Transfer or Mortgage. Promptly after the date of any sale, transfer, mortgage or other conveyance of all or any part of the Borrower's interest in the Property or promptly after the date upon which the Property ceases to be the Borrower's

principal place of residence, Borrower, or its heirs, executors, or representatives shall give Lender written notice by certified mail of such sale, transfer, mortgage or conveyance.

3. Preservation and Maintenance of Property; Insurance. The Borrower shall keep the Property in good repair and shall not permit or commit waste, or allow deterioration of the Property. The Borrower shall keep the Property insured against loss by fire, flooding, or natural disaster, in an amount sufficient to pay all amounts secured by this Mortgage, after paying any other liens on the Property. The Borrower will have the Lender named as a Mortgagee on the insurance policy, and shall provide the Lender with a copy of the policy.

4. Inspection. The Lender may make or authorize reasonable entries upon and inspections of the Property, provided that the Lender shall give the Borrower notice prior to any inspection specifying reasonable cause therefore related to Lender's interest in the property.

5. Taxes and Assessments. The Borrower agrees to pay all taxes, assessments and water bills levied on the Property within thirty (30) days of their due dates. The Borrower will provide Lender with receipts evidencing payment of the taxes, assessments and water bills.

6. Subsequent Liens. Repayment of this loan is deferred because the source of the funds used to make the loan is the U.S. Department of Housing and Urban Development's CDBG Program. The Borrower acknowledges that because of the source of funds for the loan, **the City of Inkster will not permit any subsequent liens on the Property, except for the purpose of improving the interest rate or term of a loan connected to a pre-existing lien.**

7. Forbearance by Lender Not a Waiver. The fact that the Lender might fail to exercise any right or remedy under this Mortgage, or otherwise afforded by law, shall not preclude or otherwise prevent the Lender from later exercising any right or remedy under this Mortgage.

8. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

9. Successors and Assigns Bound; Joint and Several Liability; Captions. The promises, rights, and agreements in this Mortgage shall bind and inure to the respective successors and assigns of the Lender and the Borrower. ALL promises and agreements of the Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

10. Notice. Any notice to the Borrower provided for in this Mortgage shall be given by mailing the notice by certified mail addressed to the Borrower's Address stated above. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower when given in the manner designated.

11. Governing Law; Severability. This Mortgage shall be governed by the law of the State of Michigan. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision.

12. Remedies: Upon the Borrower's breach of any promise or agreement in this Mortgage, including the promise to pay when due any sums secured by this Mortgage, the Lender at the Lender's option may declare all of the sums secured by this Mortgage to be immediately due any payable without further demand.

NOTICE: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT AS HEREIN PROVIDED.

Upon the Borrower's default in the payment of the sums of money agreed to be paid under the Note, or in the performance of any of the covenants or agreements of this Mortgage or of the Note, the Lender or holder of the Note is authorized and empowered to sell the Property or cause it to be sold and to convey the Property in any lawful manner, which permit the Lender or mortgage holder to sell the Property without affording the Borrower a hearing, or giving him personal notice; the only notice required is to publish notice in a local newspaper and to post a copy of the notice on the mortgaged premises.

WAIVER: By conferring this power of sale upon the Lender or mortgage holder, the Borrower for itself, its successors and assigns hereby waives all rights under the Constitution and Laws of the United States and under the Constitution and Laws of the State of Michigan both to a hearing on the right to exercise and the exercise of the power of sale, and to notice except as required by the Act. However, the Borrower reserves the right to timely contest the exercise of the power of sale by instituting suit against the Lender or mortgage holder in the Circuit Court of the county in which the Property is located or any other court of competent jurisdiction.

The Borrower further agrees that the Lender or mortgage holder is authorized and empowered to retain out of the sale proceeds monies due under the terms of this Mortgage, the costs and charges of such sale, and also the attorney's fee provided by statute paying any surplus monies to the Borrower. In the event of public sale the Property may, at the option of the Lender or mortgage holder, be sold in one or more parcels.

13. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, the Borrower has the right to have any proceedings begun by the Lender to enforce this Mortgage discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Mortgage or at any time prior to entry of a judgment enforcing this Mortgage if: (a) the Borrower pays the Lender all sums which would be then due under this Mortgage and Note; (b) the Borrower cures all breaches of any other covenants or agreements of the Borrower contained in this Mortgage; (c) the Borrower pays all reasonable expenses incurred by the Lender in enforcing the promises and agreements of the Borrower contained in this Mortgage and in enforcing the Lender's remedies as provided in paragraph 12 hereof, including, but not limited to, reasonable attorney's fees; and (d) the Borrower takes such action as the Lender may reasonable require to assure that the lien of this Mortgage, the Lender's interest in the Property and the Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by the Borrower, this Mortgage and the obligations it secures shall remain in full force and effect as if no acceleration had occurred.

IN WITNESS WHEREOF, the Borrower has executed this Mortgage.

Witnesses:

____
M. Jeannie Fields

____
Date

Borrower(s):

____

____
Date

N/A___________________________

____
Date

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ________ day of ____________________, 20_____ wherein ______________________ personally appeared before me.

____

Notary Public, _________________County, Michigan

My Commission expires ________________________

Drafted By:
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Return To:
M. Jeannie Fields
City of Inkster
26215 Trowbridge
Inkster, MI 48141

CITY OF INKSTER
26215 TROWBRIDGE
INKSTER, MI 48141

Wayne County Community Development Block Grant Rehabilitation Program Deferred Mortgage Note

City of Inkster, County of Wayne
State of Michigan

______________ Date

FOR VALUE RECEIVED the undersigned, __________ (a single man), ("Borrowers"), whose address is __________ promise(s) to pay the City of Inkster (Lender) or order, the principal sum of Dollars ($________) or fraction thereof based on the following:

In the event that the Borrower's interest in the following property ("Property") located in the City of Inkster, County of Wayne, State of Michigan, legally described as:

LOTS of plats, Wayne County Records. Commonly known as ______________, Inkster, Michigan, 48141.
Tax ID #

is sold, transferred, or otherwise conveyed, voluntarily or involuntarily, either while the Borrower is living or by reason of the death of the Borrower or the Property ceases for any other reason to be the Borrower's principal place of residence, or if the Borrower defaults in the terms or payment of any other lien now existing against the Property, or hereafter incurred, the amount the Borrower repays shall be in the amount originally borrowed. However, if the Borrower repays this loan in conjunction with a sale of the Property, and the net proceeds the Borrower receives from the sale are insufficient to repay this Note, the Lender, at it's sole discretion, may allow the Borrower to repay only the amount of the net proceeds, and this Note would be paid in full. "Net proceeds," for the purpose of this Note, means the proceeds of the sale of the Property minus any commission, tax proration, and other ordinary and reasonable expenses normally borne by sellers of real property.

Any required repayment shall be made in full not later than the 30th day following the sale, transfer, or other conveyance, or following the date upon which the Property ceased to be the Borrower's principal place of residence, or after written notice from Lender that the Borrower is in default of any other lien then existing against the Property, or later if Lender, in its sole discretion, may designate.

In no event shall a FINANCE CHARGE be payable on the Principle Sum or any fraction thereof.

This note shall be payable at the offices of the City of Inkster or such place as the holder may designate in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorses hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, personal representatives, successors, and assigns.

Unless prohibited by law, the undersigned agrees to pay all cost of collection, including reasonable attorney's fees and legal expenses, incurred by any holder hereof in the event this Note is not duly paid. If this Note is signed by more than one person, all such persons shall be jointly and severally obligated hereunder.

The indebtedness evidenced by this Note is secured by a Mortgage, dated the same date as this Note, and reference should be made to that Mortgage for additional rights and obligations of the Borrower and Lender.

By executing this Note, Borrower acknowledges receipt of a completed copy thereof.

________________________________ ________________________________
(WITNESS) M. Jeannie Fields Date (BORROWER) Date

________________________________ N/A________________________________
(BORROWER) Date

CFR (/cfr/text) › Title 24 (/cfr/text/24) › Subtitle A (/cfr/text/24/subtitle-A) › Part 92 (/cfr/text/24/part-92) › Subpart F (/cfr/text/24/part-92/subpart-F) › Section 92.254

24 CFR 92.254 - Qualification as affordable housing: Homeownership.

CFR (/cfr/text/24/92.254?qt-cfr_tabs=0#qt-cfr_tabs)

eCFR (/cfr/text/24/92.254?qt-cfr_tabs=1#qt-cfr_tabs)

Authorities (U.S. Code) (/cfr/text/24/92.254?qt-cfr_tabs=2#qt-cfr_tabs)

Rulemaking (/cfr/text/24/92.254?qt-cfr_tabs=3#qt-cfr_tabs)

prev (/cfr/text/24/92.253) | next (/cfr/text/24/92.255)

§ 92.254 Qualification as affordable housing: Homeownership.

(a) ***Acquisition with or without rehabilitation.*** Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

(1) The housing must be single family housing.

(2) The housing must be modest housing as follows:

(i) In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.

(ii) In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.

(iii) If a participating jurisdiction intends to use HOME funds for homebuyer assistance or for the rehabilitation of owner-occupied single- family properties, the participating jurisdiction must use the HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing. HUD will provide limits for affordable newly constructed housing based on 95 percent of the median purchase price for the area using Federal Housing Administration (FHA) single family mortgage program data for newly constructed housing, with a minimum limit based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. HUD will provide limits for affordable existing housing based on 95 percent of the median purchase price for the area using Federal FHA single family mortgage program data for existing housing data and other appropriate data that are available nation-wide for sales of existing housing, with a minimum limit based on 95 percent of the state-wide nonmetropolitan area median purchase price using this data. In lieu of the limits provided by HUD, the participating jurisdiction may determine 95 percent of the median area purchase price for single family housing in the jurisdiction annually, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The participating jurisdiction may determine separate limits for existing housing and newly constructed housing. For housing located outside of metropolitan areas, a State may aggregate sales data from more than one county, if the counties are contiguous and similarly situated. The following information must be included in the annual action plan of the Consolidated Plan submitted to HUD for review and updated in each action plan.

(A) The 95 percent of median area purchase price must be established in accordance with a market analysis that ensured that a sufficient number of recent housing sales are included in the survey.

(B) Sales must cover the requisite number of months based on volume: For 500 or more sales per month, a one- month reporting period; for 250 through 499 sales per month, a 2-month reporting period; for less than 250 sales per month, at least a 3-month reporting period. The data must be listed in ascending order of sales price.

(C) The address of the listed properties must include the location within the participating jurisdiction. Lot, square, and subdivision data may be substituted for the street address.

(D) The housing sales data must reflect all, or nearly all, of the one- family house sales in the entire participating jurisdiction.

(E) To determine the median, take the middle sale on the list if an odd number of sales, and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by 0.95 to determine the 95 percent of the median area purchase price.

(3) The housing must be acquired by a homebuyer whose family qualifies as a low-income family, and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section. If there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of construction or rehabilitation, the housing must be rented to an eligible tenant in accordance with § 92.252 (/cfr/text/24/92.252). In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing. The homebuyer must receive housing counseling.

(4) ***Periods of affordability.*** The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under $15,000	5
$15,000 to $40,000	10
Over $40,000	15

(5) ***Resale and recapture.*** The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate and must specifically approve them in writing.

(i) ***Resale.*** Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low- income homebuyers. The participating jurisdiction must specifically define "fair return on investment" and "affordability to a reasonable range of low-income homebuyers," and specifically address how it will make the housing affordable to a low-income homebuyer in the event that the resale price necessary to provide fair return is not affordable to the subsequent buyer. The period of affordability is based on the total amount of HOME funds invested in the housing.

(A) Except as provided in paragraph (a)(5)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.

(B) Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the participating jurisdiction. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the occupants, but the participating jurisdiction is encouraging homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If a participating jurisdiction in preparing a neighborhood revitalization strategy under § 91.215(e)(2) of its consolidated plan or Empowerment Zone or Enterprise Community application under 24 CFR part 597 (/cfr/text/24/597) has incorporated the type of market data described above, that submission may serve as the required analysis under this section. If the participating jurisdiction continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.

(ii) ***Recapture.*** Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (a)(5)(ii)(A)(*5*) of this section. Recapture provisions may permit the subsequent homebuyer to assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided.

(A) The following options for recapture requirements are acceptable to HUD. The participating jurisdiction may adopt, modify or develop its own recapture requirements for HUD approval. In establishing its recapture requirements, the participating jurisdiction is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

(*1*) *Recapture entire amount.* The participating jurisdiction may recapture the entire amount of the HOME investment from the homeowner.

(*2*) *Reduction during affordability period.* The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.

(*3*) *Shared net proceeds.* If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(*2*) of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

(http://ecfr.gpoaccess.gov/graphics/ec12oc91.007.gif)

(*4*) *Owner investment returned first.* The participating jurisdiction may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.

(*5*) *Amount subject to recapture.* The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Treasurer/Interim City Manager **Date: October 23, 2015**

From: M. Jeannie Fields MJF
Community Development Manager

Date for Council Consideration: Nov 2, 2015

ACTION REQUESTED: Consider a resolution in support of commitment and cooperation with the Michigan Main Street Program in continuing as an Associate Main Street Community.

Current Action ___x___ Emergency _______ Future _______

Funds Budgeted: If Yes ______Account No _______________ N/A ___X___

Treasurer's Approval ________MDS________

BACKGROUND INFORMATION

The objective of the Michigan Main Street Program (MSHDA) is to support and improve Michigan's downtowns and traditional commercial neighborhood districts. The program employs a Four-Point Approach®, a community-driven, comprehensive strategy that encourages economic development through historic preservation. It provides technical assistance that helps a community build partnerships and collaboration among stakeholders and encourages historic preservation at three (3) different levels: Associate, Selected, and Master. The Associate Level is the introductory level of the program.

On November 3, 2014, Council approved a resolution of support and cooperation for the Downtown Development Authority's (DDA) application to pursue an Associate Level of the Michigan Main Street Program. The application was submitted and the City of Inkster was selected as one (1) of twelve (12) communities to receive the Michigan Main Street Associate Level designation.

On March 2, 2015, Council approved entering into the Michigan Main Street Program Community Requirements and Expectations Agreement in conjunction with the Downtown Development Authority (DDA) as an Associate Level Community. During the course of the year, City Staff and members of the DDA have participated in two (2) trainings, Associate Basic Training and Associate Main Street in Practice, and submitted two (2) progress reports as required. Associate Level participation ends December 2015.

SCOPE OF SERVICES

In order to continue as an Associate Level member of the Main Street Program, a letter stating such and a resolution of support is required (see attached). If a community is ready to apply for the next level, Selected, an application package must be submitted for consideration. This is a competitive application whereby up to three (3) communities are selected to go to the Select Level annually. Currently there are twenty nine (29) Associate Level communities. One requirement for the Select Level is a full time staff person. Additional requirements are attached. The City is not currently positioned to apply for the Select Level designation. Members of the DDA would like to remain as an Associate Level member. They plan to apply for Select Level membership in September 2017.

JUSTIFICATION

To continue to take advantage of no cost or low cost resources to revitalize the Michigan Ave corridor.

PROJECT OR IMPROVEMENT TASKS

1. Revitalize the Michigan Ave Corridor and the area covered by the DDA.
2. Improve and promote the image of Inkster.

COSTS

There is no cost to submit the letter and resolution of support. Minimum costs will be associated with attendance at Associate Level Trainings (ex: gas for city vehicle transportation).

PROJECT TIME TABLE

Upon Council approval, a letter and resolution will be submitted to the Michigan Main Street Program prior to the due date of Dec 4, 2015. Thereafter, an agreement will be provided, which was done previously, for the DDA and Council to sign and return for continued Associate Level membership in the program.

RESOLUTION

Authorization to provide a resolution in support of commitment and cooperation with the Michigan Main Street Program in continuing as an Associate Main Street Community.

Resolved by ____________________ Seconded by ____________________

Yes:
No:
Absent:

SELECTED LEVEL: 5 Years

The Selected Level provides communities with specialized training within their own community. Once a community successfully completes the Associate Level, they are eligible to apply for the Selected Level. The intent of the Selected Level is to assist communities in implementing the Main Street Four-Point Approach® to revitalization by creating a fully-functioning and sustainable local Main Street program. The Main Street program has an active board of directors, providing oversight and direction, four volunteer-driven committees completing projects and a Main Street manager assisting with day-to-day needs.

Michigan Main Street staff, along with other professionals, works closely with Selected level communities to train their boards and committees, hire a full-time Main Street Manager, recruit volunteers and get the program up and running. In addition, communities receive a market analysis and other specialized trainings designed to help revitalize their downtown or traditional neighborhood commercial district.

Commitment by Selected Communities:

- Must have successfully completed services provided in Associate Level prior to applying
- Employ a full-time Main Street Manager who will coordinate and facilitate the work of the program
- Establish and maintain an active board of directors and committees using the Main Street 4-Point Approach®
- Participate in all trainings and services
- Fund the local Main Street program through both public and private partnerships at a level allowing for the full operation of the program
- Submit monthly reports
- Submit annual reports
- Maintain a membership with the NMSC network
- Meet accreditation standards set by NMSC by the fifth year

City of Inkster
Inkster, Michigan

Council member Name, supported by Council Member Name, made a motion to adopt the following resolution:

Resolution No. XX-XX

A Resolution in support of commitment and cooperation with the Michigan Main Street Program in becoming an Associate Main Street Community

Whereas, Downtown is vital to our community's identify and quality of life;

Whereas, The Inkster Downtown Development Authority is actively engaged in development and implementation of the Michigan Main Street Program; and

Whereas, It is the City's intent to reverse the historic trend which has led to the loss of population, jobs and businesses in the downtown district and to work on the continued improvement, revitalization and development of the community by improving pedestrian access and enhancing the areas aesthetics; and

Whereas, The Michigan Main Street Center @ MSHDA, formed in 2003, provides consulting services to up to three communities that commit to the Main Street Four Point Approach (Design, Organization, Promotion and Economic restructuring) to strengthen commercial activity and improve buildings in a community's downtown; and

Whereas, The Main Street Approach to downtown revitalization has generated community-wide interest and support; and

Whereas, The City will apply to become an Associate Main Street community and a local Main Street organization will be formed to stimulate economic development and historic preservation of the downtown, thereby lessening the burden of local government; and

Now, Therefore be it resolved as follows:

1. The Community and its Local Main Street Program agree to these minimum participation standards set forth by the MMSC @ MSHDA including submitting biannual reports to the MS Program and participation at required trainings and services.

2. The Community and its Local Main Street Program agrees to participate as an Associate Main Street with the intention of applying to become Select Main Street in 2017.

In witness whereof, we have hereunto set our hand on this 2nd day of November, 2015

Signature, Name & Title

Municipality Seal