

PUBLIC NOTICE

Chair
ERIC SCHERTZING
Vice-Chair
DEB NOLAN

Appointed Members
REBECCA BAHAR COOK, Secretary
KARA HOPE, Treasurer
BRIAN MCGRAIN

Ingham County Land Bank Fast Track Authority

3024 Turner Street, Lansing Michigan 48906 517.267.5221 Fax 517.267.5224

**THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY WILL MEET ON
MONDAY, OCTOBER 5, 2015 AT 5:00 P.M., IN THE PERSONNEL CONFERENCE ROOM
(D&E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING**

Agenda

Call to Order

Approval of Minutes – September 14, 2015

Additions to the Agenda

Limited Public Comment – 3 minutes per person

1. Community Projects Update
2. Resolution to approve the sale of **427 W. Randolph, Lansing, MI** to Hosannah House for use as a residential rental property
3. Resolution to authorize the Executive Director to enter into a development agreement and option to purchase with Midwest Property Development, Inc for the commercial property at **923 W. Saginaw Street**
4. Resolution – Authorization to enter into a **CDBG Housing Production Agreement** with the City of Lansing
5. Resolution – Authorization to enter into a **HOME Housing Production Agreement** with the City of Lansing
6. Resolution to approve the sale of **two residential vacant lots in Delhi Township** to Richard Floyd for the construction of residential duplex units
7. October 2015 Communications Report
8. Property maintenance, renovation & development
 - a. Residential, Garden and Commercial Property Update-Dashboard
 - b. Completed and Pending Sales
 - c. General legal update- Counsel
9. Accounts Payable & Monthly Statement
 - a. Accounts Payable Approval – September 2015
 - b. Monthly Statement – August 31, 2015
10. Chairman & Executive Director Comments

Announcements

Public Comment – 3 minutes per person

Adjournment

**INGHAM COUNTY LAND BANK
FAST TRACK AUTHORITY**

September 14, 2015
Minutes

Members Present: Eric Schertzing, Comm. McGrain, Comm. Nolan

Members Excused: Comm. Hope, Comm. Bahar-Cook

Others Present: Jeff Burdick, Tim Perrone, Dawn Van Halst, Rawley Van Fossen,
Albert Roper, Jan Hite, Brent Forsberg

The meeting was called to order by Chairperson Schertzing at 5:11 p.m. in Conference Room D & E of the Human Services Building, 5303 S. Cedar, Lansing.

Approval of the August 3, 2015 Minutes

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. NOLAN, TO APPROVE THE AUGUST 3, 2015 MINUTES. MOTION CARRIED UNANIMOUSLY.

Additions to the Agenda:

None.

Limited Public Comment:

Albert Roper, the owner of property backing up to vacant property that the Land Bank owns in the 4500 block of Ingham in Lansing, MI., addressed the Board regarding lack of maintenance of the rear of the Land Bank property. Mr. Roper informed the Board that Land Bank staff declined Mr. Roper's request to purchase the property. Executive Director Burdick noted that the Land Bank actually owns two, contiguous vacant residential parcels and that the size of these parcels would allow for the construction of at least two residential units in the future. Mr. Roper handed out pictures of the rear of these properties to the Board. The pictures showed tall grass and brush. Executive Director Burdick noted that lawn vendors hired by the Land Bank have only been mowing the front half of these properties. Comm. Nolan asked Executive Director Burdick what could be done to address Mr. Roper's concerns. Executive Director Burdick replied that the Land Bank would hire a contractor to mow down and remove debris from the rear of these properties and that this would be completed by the end of the following week. Mr. Roper replied that he was satisfied with this response.

1. Community Projects Update

Executive Director Burdick informed the Board that the demolition of the house at 1112 Prospect, Lansing, MI., was demolished on August 21, making way for the installation of a playground on the property. He noted that the playground would be installed in the coming weeks. He also informed the Board that the Land Bank's new website, designed by Gravity Works, was launched over the Labor Day weekend.

2. Resolution – Authorization to sell 2919 W. Holmes Road to Redeemer Church

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMMM. NOLAN, TO ADOPT THE RESOLUTION AUTHORIZING THE SALE OF 2919 W. HOLMES ROAD TO REDEEMER CHURCH.

Executive Director Burdick stated 2919 W Holmes, Lansing was a 2014 tax-foreclosure planned to be included in group 8 of the HHF demos. He introduced Pastor Jan Hite from Redeemer Church. Pastor Hite provided background information on her Congregation and their desire to acquire the property and turn it into an "Outdoor Learning Center" for their existing school. Executive Director Burdick informed the Board that Redeemer Church is supportive of the Land Bank completing the demolition, leaving the existing garage on the property for the church to use as part of its Outdoor Learning Center. He noted that there is not a precedent for how to value the property considering this end use and noted that he established the price of just over \$3,000 based on an analysis completed by Land Bank Sales Staff of residential vacant lots in Lansing as well as factoring in the size of this particular parcel. Pastor Hite stated that she is fine with this price and thanked the Board for their consideration in this matter. Comm. Bahar-Cook asked what the proposed sale price would be. Pastor Hite stated they were offering \$1,000. Comm. Bahar-Cook asked if they were expecting an answer this month. Pastor Hite stated an answer was not needed this month, but the grant funds they have secured for the project must be spent this year.

MOTION CARRIED UNANIMOUSLY.

3. Resolution – Authorization to sell 904 Pacific Avenue to Joyce Perez

MOVED BY COMM. NOLAN, SUPPORTED BY COMMM. MCGRAIN, TO AUTHORIZE THE SALE OF 904 PACIFIC AVENUE TO JOYCE PEREZ.

Executive Director Burdick passed out the resolution at the meeting, as it was not included in the meeting packet. Chairperson Schertzing reminded the Board that Ms. Perez came before them in early 2013 to request the ability to purchase the property back from the Land Bank, as it was tax foreclosed the previous year. The Board agreed to enter into a land contract with Ms. Perez at that time. Subsequently, Ms. Perez defaulted on the land contract and was notified that she would be evicted in August. Ms. Perez contacted her employer, who wrote a letter requesting cooperation by the Land Bank in an effort to assist Ms. Perez and keep her in her home. This letter was included in the meeting agenda packet. The request before the Board is to authorize

the Chairperson to negotiate a settlement with Ms. Perez' employer in order to sell the property outright to Ms. Perez.

MOTION CARRIED UNANIMOUSLY.

4. Brent Forsberg (T.A. Forsberg) presentation of former Deluxe Inn development idea

Executive Director Burdick introduced Brent Forsberg with T.A. Forsberg, noting that he asked to present a redevelopment idea he has been considering for the former Deluxe Inn site. Mr. Forsberg handed out a conceptual rendering he produced depicting the site being redeveloped with temporary food and retail pop-up sites as well as a staging area for REO Town festivals. Mr. Forsberg stated that this first phase would build momentum on the site and eventually allow him to construct a mixed use type building in the future. He has had discussions with the REO Town Commercial Association and they are in favor of his concept. He stated that he would propose entering into a long term option with the Land Bank providing him time to further his proposal and seek additional funding for an eventual permanent development.

Executive Director Burdick reminded the Board that this site needs to be redeveloped with at least a \$6 million project in order to pay back the Brownfield bond. Mr. Forsberg replied that he would also consider an arrangement where the Land Bank could accept an offer for a higher valued development on the site during his option term, so long as he would be paid back for the expenses he incurred during his operation of the site. Mr. Forsberg stated that he would put together a more detailed proposal within 60 days, at which time he would like to appear back before the Board.

5. Review of Respondents to Request for Qualifications for a Master Developer for the Former Michigan School for the Blind Campus

Executive Director Burdick informed the Board that the Request for Qualifications issued by the Land Bank and the Great Lakes Capital Fund (GLCF) yielded responses from two development teams. These included Volunteers for America – Michigan and the Whitsett Group out of Indianapolis, IN. Both entities proposed affordable senior housing for the entire site. In follow up conversations with both parties, they expressed a willingness to consider more than just seniors as a target population and possibly looking at mixed-income as opposed to 100% affordable housing. Executive Director Burdick stated that mixed-income is his desire and that the site would be conducive to families, noting the proximity of Mid-Michigan Charter Academy, Willow Elementary School and a Head Start Program. He also stated that the Land Bank and GLCF are leaning towards selecting the Whitsett Group, as they have a track record of mixed income development in other states. Comm. McGrain stated that he is comfortable knowing that GLCF has had positive experiences working with the Whitsett Group in the past on other developments.

6. September 2015 Communications Report

Chairperson Schertzing stated that the Communications report was included in the packet. Comm. McGrain remarked that he liked the enhanced format of the report.

7. Property maintenance, renovation and development

7a. Residential, Garden and Commercial Property Update – Dashboard

Chairperson Schertzing stated that the dashboard was included in the packet.

7b. Completed and Pending Sales

Chairperson Schertzing stated the sales reports were included in the meeting packet.

7c. General Legal Update – Counsel

Tim Perrone stated there are no new pending legal issues to present to the board.

8. Accounts Payable and Monthly Statement

8a. Accounts Payable Approval – August 2015

MOVED BY COMM. NOLAN, SUPPORTED BY COMM. MCGRAIN, TO APPROVE THE ACCOUNTS PAYABLE FOR AUGUST 2015. MOTION CARRIED UNANIMOUSLY.

8b. Monthly Statement – July 31, 2015

The July 31, 2015 monthly financial statement was received and placed on file.

9. Chairman and Executive Director Comments

Chairman Schertzing informed the Board that the Land Bank would be hosting a harvest-themed open house for the immediate neighborhood on Thursday, October 22 at 4pm at the Land Bank's headquarters. He also informed the Board of the tentative date for the Land Bank Holiday Party and 10 year anniversary celebration, scheduled for December 8 at the newly renovated development on Ash Street in downtown Mason.

Announcements: None

Limited Public Comment: None

The meeting adjourned at 6:18 p.m.

Respectfully submitted,
Jeffrey Burdick

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO APPROVE THE SALE OF 427 W. RANDOLPH, LANSING, IN WHICH
THE HOUSE WILL BE USED AS A RESIDENTIAL RENTAL TO HOSANNAH HOUSE**

RESOLUTION #15-

WHEREAS, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (“the Act”) establishes the State Land Bank Fast Track Authority; and

WHEREAS, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the “Authority”) to exercise those functions; and

WHEREAS, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

WHEREAS, the Ingham County Land Bank Fast Track Authority received title to an improved, residential property in Lansing, Michigan (33-01-01-04-328-452 – 427 W. Randolph) in 2013 through local unit rejection of the property; and

WHEREAS, Hosannah House, a 501 c-3 non-profit organization is the interested purchaser of the residential structure located at 427 W. Randolph and wishes to fully rehabilitate the house and rent it to participants of their program, and

WHEREAS, the purchase price of the property shall be \$5,000.00, and

WHEREAS, the Ingham County Land Bank Fast Track Authority has policies, procedures and administrative rules regarding the disposition of residential property to be used as a rental which require board approval, and

THEREFORE BE IT RESOLVED, that the Authority authorizes the transfer of 427 W. Randolph, Lansing to Hosannah House, per the terms and conditions recited above. The property conveyance shall contain a reverter clause requiring that a certificate of occupancy be received from the City of Lansing within 12 months from the date of the conveyance.

AYE:

NAY:

ABSENT:



October 1, 2015

To: Ingham County Land Bank Board Members

From: Jeff Burdick, Executive Director

Subject: Request to purchase 427 W. Randolph, Lansing, MI by Hosannah House

Hosannah House (HH), a 501 c-3 with the mission of serving young adults aging out of the foster care system, has applied to purchase the Land Bank-owned house at 427 W. Randolph Street in Lansing, MI. HH intends to fully rehabilitate the house and rent it to young adults aging out of the foster care system. A location map of the property, along with an itemized renovation budget provided by HH are included in your agenda packet. The Land Bank's Policies, Priorities, and Procedures state that residential land transfers shall not be used as rental properties. It further states that any deviations from policies must be approved by the Land Bank's Board of Directors.

The property was foreclosed on for property taxes in 2012 and has been in the Land Bank inventory since January 2013. HH's intention is to rehabilitate homes throughout the Lansing area to serve young adults aging out of the foster care system. These homes will be rented to the young adults, and, upon successful participation in financial readiness, other life skill programs and regular payment of rent, HH will sell these homes to the occupants at an affordable price. This house is their first such endeavor under this model. HH received grants from the Capital Area Community Foundation and funding from local banks in order to take on the costs necessary to renovate select homes for their program.

Staff Recommendation: Staff recommends approval of the sale of 427 W. Randolph to Hosannah House for \$5,000.00 with a reverter clause stating that an occupancy permit from the City of Lansing must be received within 12 months of closing.

4127 W. Randolph





Ingham County Land Bank Residential Property with Structure Interest Application

To purchase an Ingham County Land Bank (ICLB) residential property with a structure, complete this form and return to the ICLB Sales Coordinator. The following requirements must be met to purchase a property from the ICLB. This application will not be processed if not completed in its entirety. All property is sold AS IS, WHERE IS.

Check All That Apply

- ☒ The applicant owns property in Ingham County (Attach list of all property currently owned.)
- ☒ The applicant does not own any property that is currently tax delinquent.
- ☒ The applicant does not own any property that is subject to any un-remediated citation of violation of state and local ordinances.
- ☒ The applicant does not own any real property that has a history of being a site for criminal activity during the purchaser's ownership.
- ☒ The applicant has not lost any title or had any foreclosure filings against any properties owned in the last five years.

Contact Information

Name of Applicant: Hosanna House of Michigan
 Home/Mailing Address: P.O. Box 80802 Lansing MI 48908
 Daytime Phone Number: 517-290-4442 Evening Phone Number: Same
 E-Mail Address (optional): karen@hosannahousemi.org

Income Information

Name of Current Employer or Source of Income: _____

Work Address: _____

Amount of Gross Monthly Income: _____

Ingham County Land Bank Property Information

ICLB Property Address: 427 W. Randolph St Lansing
 Parcel ID Number: ? 33-01-01-04-328-452

Note: We strongly recommend that you drive by the property of interest prior to submitting an application. All property is sold AS IS, WHERE IS. Entry into/onto our property is TRESPASSING and VIOLATORS WILL BE PROSECUTED. Your application will be reviewed for completeness; ICLB staff may contact you to schedule a walk-through of the property.



Return Form to: Sales Coordinator, Ingham County Land Bank, 3024 Turner Street, Lansing, MI 48906
Phone: 517-267-5221 **Fax:** 517-267-5224 **Website:** www.inghamlandbank.org

ICLB – Residential Property with Structure Interest Application – Page 2

It is the responsibility of the prospective purchaser to do their own research as to the use of the land to determine if it will be suitable for the purposes for which it is being purchased. The ICLB makes neither representations nor claims as to fitness for purpose, ingress/egress, conditions, covenants, restrictions, etc.

Proposed Property Reuse/Improvements

Property will be used for (Please Circle): Residential Commercial Industrial Other

Property will be occupied by (Please Circle): Owner Other Family Renter Business

Description of planned improvements/renovations. Further detail may be asked for if walk-through of the property is scheduled. (Please attach separate sheet if necessary):

See Attached

Timeline for improvements/renovations: 3 to 6 months

Have you contacted local planning department about this property/project? (Please Circle) Yes or No

Total projected cost of the renovation: \$25,000 - to \$29,000 K

Description of how project improvements/renovations will be financed:

Cash

Purchase Offer Amount (optional): _____

Note: The Ingham County Land Bank may place a lien on the property or enter into a development agreement with the purchaser to guarantee that the proposed renovations/improvements are completed in a timely manner and pursuant to the local municipalities building standards.

To the best of my knowledge, the information provided in this application is true and in compliance with ICLB Policies and Procedures. I understand that the ICLB staff will review this request and confirm that it is in compliance with their Policies and Procedures. The ICLB reserves the right to decline any or all offers if the end use does not meet federal eligibility requirements or requirements of local municipalities building standards or master plans. I also understand that this form is a *Statement of Interest* only and receiving it does not commit the ICLB to transfer property.

Signature of Applicant: Karen Bacon

Date: 8/28/15



Return Form to: Sales Coordinator, Ingham County Land Bank, 3024 Turner Street, Lansing, MI 48906
Phone: 517-267-5221 Fax: 517-267-5224 Website: www.inghamlandbank.org

Renovation Budget

Hosanna House of Michigan

Average 2 bedroom home x 5 homes

10% Cost from Land Bank (estimate)	\$ 2,500.00
Repairs - electrical, plumbing, heating	\$2,000.00
Repair Roof on house and garage	\$500.00
Repair any Damage to Garage	\$1,000.00
Repair gutters, vents	\$250.00
Exterior Siding - patch holes	\$500.00
Smoke and carbon detectors and fire extinguishers	\$250.00
Patch, Seal and paint interior walls throughout	\$2,000.00
Replace Carpet throughout	\$1,500.00
Replace tile in Kitchen's and baths (1)	\$1,200.00
Replace toilet, sink and shower (1)	\$2,500.00
Kitchen Cupboards/Counters	\$3,000.00
Light Fixtures - throughout	\$500.00
Install Blinds/Curtains throughout	\$300.00
Replace door locks throughout	\$100.00
Repair/Replace Furnace (if necessary)	\$1,000.00
Refrigerators	\$950.00
Microwave ovens	\$250.00
Stoves	\$1,000.00
Washer and Dryer	\$1,200.00
Furnishings	\$2,500.00
Total Estimated Renovation Costs	25,000.00

Landscaping/Tree Trimming	500.00
Drive Way - Repair	500.00
Interior/Exterior Debris Removal	500.00
Total In Kind Donations	1,500.00

Grand Total	29,000.00
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Permit costs - \$1,500 - 3,000

INGHAM COUNTY LAND BANK AUTHORITY

RESOLUTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A DEVELOPMENT AGREEMENT AND OPTION TO PURCHASE AGREEMENT WITH MIDWEST PROPERTY DEVELOPMENT INC. FOR THE PROPERTY LOCATED AT 923 W. SAGINAW STREET, LANSING, MICHIGAN.

RESOLUTION #15-

WHEREAS, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (Athe Act@) establishes the State Land Bank Fast Track Authority; and

WHEREAS, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the "Authority") to exercise those functions; and

WHEREAS, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

WHEREAS, the Ingham County Land Bank Fast Track Authority received title to the commercial vacant property located at 923 W. Saginaw Street, Lansing, MI (Parcel ID # 33-01-01-17-226-262), in January 2013 through the local unit rejection process; and

WHEREAS, this property is adjacent to other commercial property, that, when combined, present a redevelopment opportunity along the West Saginaw Street corridor in Lansing; and

WHEREAS, Midwest Property Development Inc. is interested in purchasing the Land Bank property and properties on either side of the Land Bank property in order to construct a 7,500 square foot Dollar General store with associated parking; and

WHEREAS, the Land Bank property is currently zoned F-1 (Commercial) per the City of Lansing's Zoning Ordinance and is also within the West Saginaw Street Neighborhood Overlay District, which encourages appropriate development within each overlay district by providing relief from on-site parking requirements, allowing pedestrian-oriented signage, an establishing criteria to assure compatibility of new, infill, and redevelopment with the unique character of each district conserving cultural, historic and property values; and

WHEREAS, the current plans submitted by Midwest Property Development, Inc. do not meet some of the requirements within the overlay district and surrounding neighbors and stakeholders, including the Downtown and Westside Neighborhood Associations and the

Saginaw Oakland Commercial Association have expressed concerns regarding the proposed development; and

WHEREAS, the Ingham County Land Bank Fast Track Authority has policies, procedures and administrative rules regarding the disposition of commercial property and all transfer for non-residential property must have board approval;

THEREFORE BE IT RESOLVED, that the Authority authorizes the Land Bank Executive Director to enter into a development agreement and execute an option to purchase agreement with Midwest Property Development, Inc. for the property located at 923 W. Saginaw Street, Lansing, Michigan that will assure that the property is redeveloped in a manner sensitive to the historic characteristics of the West Saginaw Street corridor and address the concerns of the surrounding residents.

Aye:

Abstain:

Nay:



September 30, 2015

To: Ingham County Land Bank Board Members

From: Jeff Burdick, Executive Director

Subject: Proposed Dollar General Store – 923 W. Saginaw Street

Midwest Property Development Inc. (MPD) out of Spring Lake, Michigan, on behalf of Dollar General, has approached the Land Bank about purchasing a commercial vacant parcel located at 923 W. Saginaw Street in Lansing, Michigan. This 63 foot by 150 foot parcel is located in between two other commercial parcels in which MPD has procured options to purchase. If successful in purchasing the Land Bank parcel, MPD intends to construct a 7,500 square foot Dollar General store on the combined site. A map depicting the exact location of the proposed store, as well as a preliminary site plan for the development, are included in your meeting packet.

This property was acquired by the Land Bank through the local unit rejection process. At the time of the property tax foreclosure in 2012, it was improved with a blighted vacant storefront. This building was demolished through funding from the County Treasurer prior to its transfer to the Land Bank in January 2013.

In an initial meeting between Peter Oleszczuk of MPD and Land Bank staff, Mr. Oleszczuk stated that MPD is prepared to offer the Land Bank between \$25,000 and \$35,000 for its parcel. LB staff informed Mr. Oleszczuk that, because this parcel is located along one of Lansing's strategic commercial corridors, elected officials representing the community should be contacted to get their input regarding the proposed development. The Executive Director subsequently reached out to County Commissioner and Land Bank Board member Rebecca Bahar-Cook, Councilperson Carol Wood, Councilperson Jessica Yorko and Saginaw Oakland Corridor Association (SOCA) president Rory Neuner to facilitate a meeting with Mr. Oleszczuk. This meeting took place on September 21 at the Land Bank's offices in Lansing. A preliminary site plan and two alternative façade renderings (included in your meeting packet) were handed out at the meeting.

Those in attendance at the meeting expressed concern with the site design being in conflict with SOCA's established vision for this portion of the Saginaw Street corridor as well as the nature of the intended retailer, its similarity to the Rite Aid just to the west along the corridor, and the fact that it won't include fresh produce as an option for shoppers. A letter from Rory Neuner on behalf of SOCA outlining their position regarding this proposed development is included in your meeting packet.

The property is currently zoned F-1 (Commercial) and is also within the West Saginaw Street Neighborhood Overlay District. The overlay district states that there shall be no building setbacks, and new buildings shall be at least two stories in height. In addition, developments are granted an 80% reduction in the minimum parking requirements of the Zoning Ordinance. These stipulations were developed to promote urban, pedestrian-oriented development within these districts. Chapter 1279 of Lansing's Municipal Code (Zoning Overlay Districts) is included for your reference in the meeting packet.

Executive Director Recommendation:

While it is desirable to see new development along the West Saginaw Street corridor, I would not recommend approval of the proposal as presented thus far. The preliminary site plan is not in concert with Lansing's overlay district requirements and is counter to the efforts of SOCA and the City in promoting urban style

development that fronts onto the street and is not overly dependent on parking. In addition, the overwhelming desire for fresh food options among neighborhood residents is not met by the proposed Dollar General.

However, if MPD and Dollar General are amenable to entering into a development agreement with the Land Bank that would outline specific requirements such as increased building frontage along the street which includes a store entrance and windows, reduced parking which is oriented towards the rear of the property, a building design not beholden to the corporate prototype, and the stocking of select fresh fruits and vegetables, I would recommend that the Board authorize the Executive Director to negotiate such an agreement with the purchaser. In order to assure that items within the development agreement are adhered to, the Land Bank would enter into an option agreement with the purchaser and formally transfer ownership when the project is completed to the standards of the agreement.

W. Saginaw (a23)

Ingham County Equalization/Tax Mapping



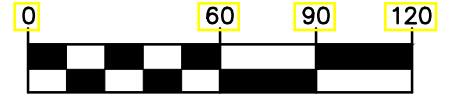
PRELIMINARY SITE PLAN

CITY, STATE - STREET:

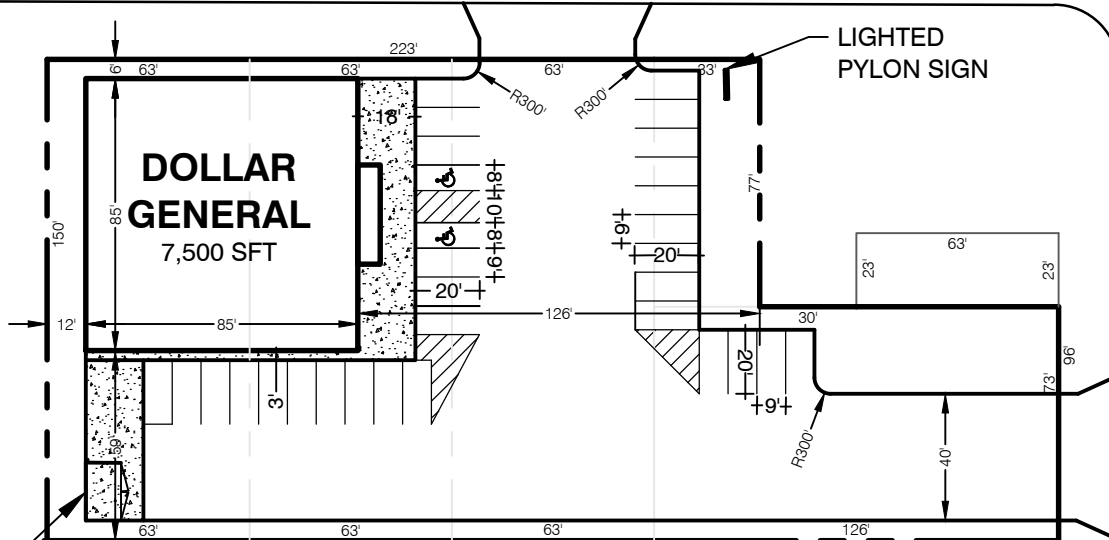
LANSING, MI - W SAGINAW ST.

PROTOTYPE:	URBAN	DEVELOPER	DESIGNER	DATE:
BLDG/SALES SF:	7,500/5,686	COMPANY: MIDWEST V, LLC	COMPANY: AR ENGINEERING	8/4/15
ACREAGE:	0.92	NAME: PETER OLESZCZUK	NAME: ANDREW ROSSELL	
PARKING SPACES:	30	PHONE #: (616) 842-2030	PHONE #: (269) 217-8725	

DISTANCE FROM BLDG TO ROAD: 24'

EXHIBIT B-1

1 inch = 60 ft.

W SAGINAW ST.**BUTLER BLVD**

18'x46' CONCRETE PAD.
18'x18' (MIN.) DUMPSTER
PAD (PROVIDE 18'x12' DUMPSTER
ENCLOSURE IF REQUIRED)
AREA FOR (2) STD DUMPSTERS

APPROX PROPERTY
AND/OR LEASE LINE

DIMENSIONS SHOWN ALONG PROPERTY,
RIGHT-OF-WAY AND/OR LEASE LINES ARE
PRELIMINARY AND SHOWN FOR
INFORMATIONAL PURPOSES ONLY



DOLLAR GENERAL®



CHAPTER 1279. - OVERLAY DISTRICTS

1279.01. - Intent.

The intent of this chapter is to encourage appropriate development within each overlay district by providing relief from on-site parking requirements, allowing pedestrian-oriented signage, and establishing criteria to assure compatibility of new, infill, and redevelopment with the unique character of each district conserving cultural, historic and property values.

(Ord. No. 1158, § 1, 8-30-10)

1279.02. - General provisions.

- (a) The overlay districts of this chapter apply in combination with the underlying base district to impose regulations and standards that address special geographic areas or land use issues.
- (b) In the event of conflict between overlay district regulations and the regulations of the underlying base district, the overlay district regulations govern. In all other cases, both the overlay district and base district regulations apply.

(Ord. No. 1158, § 1, 8-30-10)

1279.03. - Location.

The location and extent of each district shall be depicted in the appendices as follows:

- (1) Old Town Neighborhood Overlay District: Appendix A
- (2) Reo Town Neighborhood Overlay District: Appendix B
- (3) East Michigan Avenue Neighborhood Overlay District: Appendix C
- (4) West Saginaw Street Neighborhood Overlay District: Appendix D

(Ord. No. 1158, § 1, 8-30-10)

1279.04. - Principal uses permitted.

All principal uses permitted in the Underlying Zoning District(s) are permitted by right in the Overlay Districts, provided they comply with all applicable requirements of the Underlying Zoning District and of this chapter. In addition, residential use to the density of the "DM-4" Residential District shall be permitted as a secondary use to a primary commercial use in all commercially zoned buildings located within the Overlay Districts.

(Ord. No. 1158, § 1, 8-30-10)

1279.05. - Uses permitted subject to special conditions.

All conditional uses of the Underlying Base Zoning Districts, except vehicle dealerships are permitted in the Overlay Districts if the required conditions of the Underlying Zoning District and all applicable requirements of this chapter are met.

(Ord. No. 1158, § 1, 8-30-10)

1279.06. - Special land uses.

Vehicle dealerships and all other special land uses described in the Underlying Zoning Districts may be permitted in the Overlay Districts, in accordance with the procedures described in Chapter 1282 (special land use), if the conditions described in Chapter 1282, the Underlying Zoning District and the applicable requirements of this chapter are met. No special land use permit shall be required for

residential uses that are secondary to a primary commercial use and meet the density restrictions of the "DM-4" Residential District.

(Ord. No. 1158, § 1, 8-30-10)

1279.07. - Height and area requirements generally.

In the Overlay Districts, the following height and area requirements shall apply:

- (1) *Front yards.* There shall be no front yard setback requirement in the Overlay Districts. Buildings shall be placed up to the front property line or to the average setback within the blockface, or anyplace in between. The setback shall not be greater than the average setback of the other buildings within the same blockface and parking shall not be permitted in a front yard.
- (2) *Side yards.* There shall be no side yard setback requirements in the Overlay Districts.
- (3) *Rear yards.* There shall be no rear yard setback requirement in the Overlay Districts.
- (4) *Height restrictions.*
 - A. All new buildings shall have at least two stories and shall be at least 25 feet in height measured from grade level at the front wall of the building.
 - B. All buildings, or portions of buildings, less than 50 feet from a residential use parcel shall not exceed 40 feet in height or the height of the existing structures on the residential use parcels, whichever is higher;
 - C. All buildings, or portions of buildings, 50 feet or greater than 50 feet from a residential use parcel shall not exceed 80 feet in height.

(Ord. No. 1158, § 1, 8-30-10)

1279.08. - Off-street parking.

- (a) All areas included in the Overlay Districts, with the exception of those listed in subsections 1279.08(b) and (c), are granted an 80 percent reduction in the minimum parking requirements of Chapter 1284. All required parking spaces, except those required for residential uses, must be located within 300 feet of the property they serve and may include legal on-street parking, city-owned off-street parking lots and private parking lots where there is an agreement for joint use.
- (b) All commercially zoned properties located within the Reo Town and Old Town Overlay Districts; that portion of the West Saginaw Overlay District on the north side of the right-of-way in the 900 block and the east ½ of the 1000 block; and that portion of the East Michigan Avenue District in the 2000 block on both the north and south sides of the right-of-way shall not be subject to the minimum parking requirements of Chapter 1284.
- (c) In all Overlay Districts, at least one off-street parking space shall be required for each residential unit. Parking spaces for residential units may be located on the same lot as the unit or on a separate lot if it is located within 300 feet of the unit that it serves and there is an existing enforceable agreement with owner of said lot.

(Ord. No. 1158, § 1, 8-30-10)

1279.09. - Signs.

The definitions set forth in Chapter 1442 shall apply to this section.

- (1) Each commercial business establishment is permitted to have one projecting sign. Such sign shall not exceed 16 square feet in area and cannot project more than four and one-half feet

from the front wall of the building. Projecting signs shall have a minimum of ten feet of clearance from the bottom of the sign to grade and may not extend above the roof line. The area of the projecting sign shall not be considered for the number of wall signs and maximum wall sign area permitted under Chapter 1442. Projecting signs are subject to the provisions of Section 1022.06, encroachments, of the City of Lansing Codified Ordinances.

- (2) Each business establishment within an Overlay District is permitted to have one sandwich board sign not to exceed four feet in height and two feet in width. Sidewalk signs may be displayed during regular business hours and must be placed in a location that does not interfere with vehicular or pedestrian traffic.
- (3) No ground pole signs are allowed, except in those cases where the existing building is setback further than 20 feet.
- (4) No billboards shall be permitted within an Overlay District.

(Ord. No. 1158, § 1, 8-30-10)



Kathreen Francis shared her event.
12 hrs

At this point, DNA is opposed to the proposed development. Neighborhood groups and local businesses are waiting to be invited into the discussion with the developers. Please attend this meeting however you're feeling about it- the whole point is for the local community to be involved!



05 OCT

Meeting to discuss proposed developme...
Mon 5:30 PM · Ingham County Human Services Bldg...
Rebecca Bahar-Cook and Rory Neuner are going

Going ➔

Like

Comment

Share



Write a comment...



Downtown Neighborhood
ASSC.

Rebecca Bahar-Cook

September 21 at 5:35pm · Lansing, MI

Public input requested – Please consider attending the October 5 Land Bank Meeting at 5:30 p.m. in conference rooms D&E in the Human Services Building, 5301 S. Cedar in Lansing.

On the agenda will be a request for the Land Bank to the sell property at 923 West Saginaw (just a bit east of the Rite Aide on the Saginaw corner) to a Dollar General. Dollar General already has options to purchase the surrounding properties on either side of the Land Bank property.

Underlying zoning on the site allows for such use, but I think it is important for the neighborhood to get involved in the discussion as well.

If you would like to submit any questions to me to ask, please feel free to message me or post them here. Jeff Burdick, Land Bank Director is compiling a list of questions and will submit them to the Land Bank Board (of which I am a member) later this week.

Jessica Yorko, Carol Wood, Rory Neuner and Chuck Hallman attended a meeting today with a representative from Midwest Property Development, one of the adjacent property owners and Land Bank staff. Unfortunately due to a sick child, I was unable to attend.

👍 Like 💬 Comment

Rory Neuner and 4 others like this.



Rory Neuner Thanks, Rebecca. Later tonight I will post the site plan to the SOCA website.

Like · Reply · 2 · September 21 at 6:07pm



Thomas Morgan This is SO not what the Land Bank is for.

Like · Reply · 1 · September 21 at 6:23pm



Rory Neuner Thomas, I'm dense. Can you elaborate?

Like · Reply · September 21 at 7:08pm



Dayle Benjamin replied · 4 Replies



Kurt Forrest Berryman Love Dollar General. Just saying...might be the closest thing we get to a grocery store downtown....

Like · Reply · September 22 at 11:22am



Kurt Forrest Berryman replied · 2 Replies



Jessica Yorko I visited a Lansing Dollar General today to see what was on

West Side neighborhood #SSC.

Rebecca's Personal Facebook

Rebecca Bahar-Cook
September 21 at 5:38pm · Lansing, MI ·

Public input requested – Please consider attending the October 5 Land Bank Meeting at 5:30 p.m. in conference rooms D&E in the Human Services Building, 5301 S. Cedar in Lansing .


On the agenda will be a request for the Land Bank to the sell property at 923 West Saginaw (just a bit east of the Rite Aide on the Saginaw corner) to a Dollar General. Dollar General already has options to purchase the surrounding properties on either side of the Land Bank property.

Underlying zonin... See More


Like Comment Share

2 people like this.


3 shares

 **Gail Allen Kleine** We have too many dollar stores. Trying to figure out where the property is.

Like · Reply ·  1 · September 21 at 6:57 pm

 **Rebecca Bahar-Cook** About 4/5 properties West of the Rite Aid on the corner of MLK and Saginaw

Like · Reply · September 21 at 7:40pm


 **Gail Allen Kleine** Across from El Az?

Like · Reply · September 21 Monday, September 21, 2015 at 7:40pm



Write a reply...



 **Maria Enriquez** We already have several stores like this in the area what we need I


is

A decent grocery store

Like · Reply ·  1 · September 21 at 7:43pm

 **Peggy Vaughn-Payne** I agree, no dollar store for that location! We really need a small grocery store; a bakery; or a great soup/salad/specialty style restaurant!!!

Like · Reply · September 21 at 8:42pm

 **Nancy Espie Parsons Mahlow** Dollar General, Family Dollar, Dollar Tree; you can change the name but they are still the same. how many do we really need in our neighborhoods? I don't live in the area but I agree that a real grocery store probably would be great for the neighbors. Stand your ground!

Like · Reply · September 22 at 11:01pm

September 30, 2015

The Saginaw Oakland Commercial Association (SOCA) appreciates the opportunity to take part in conversations about the future of the 900 block of West Saginaw Street, and we thank the Land Bank Board and Staff for your serious and thorough consideration of this proposal.

SOCA is a non-profit organization that brings together business owners and neighborhood partners to support the revitalization of the Saginaw Street and Oakland Avenue corridor in Lansing. Formerly known as the Lansing's Westside Commercial Association, SOCA engages its members and stakeholders through partnerships, projects, and events that promote economic development and placemaking.

We have collected a great deal of input on this proposal from businesses, neighbors, friends, and Board Members current and past. The current SOCA Board of Directors discussed the proposal at its September Board Meeting and wants to make it clear that we uphold the Design Lansing Master Plan as the model for how development or redevelopment should occur on the corridor. Upon discussing the plan with the City of Lansing, we believe that the proposed use is inconsistent with the Plan, and consequently, in conflict with the opinions of thousands of City residents that want to see responsible redevelopment.

We reached out to the City of Lansing Department of Planning and Neighborhood Development about whether the proposed development meets the City's requirements. The site plans provided to us by the developer *do not appear to comply* with the Design Lansing Master Plan, nor are they consistent with the City of Lansing's Bike Parking Ordinance. The Design Lansing master plan designates this property as part of the "Urban Mixed Use Corridor" type. Given the location, it is also in the West Saginaw Street overlay district, which means:

- Retail uses are permitted by right,
- The building must be located at the front property line,
- The building must be at least 2 stories in height
- Parking for the commercial component of the building is 100 % exempt.
- 1 parking space must be provided on site or within 300 feet of the site for each residential dwelling in the building.

Again, based on those criteria, SOCA is concerned that this proposal is inconsistent with the Design Lansing Master Plan. Beyond that Plan, we want to highlight four key goals we have developed for the Saginaw Street and Oakland Avenue corridor:

- **Calm Traffic and Reduce Hard Surfaces:** The SOCA territory has overbuilt road infrastructure and an abundance of underutilized parking areas. We support removing lanes of traffic from Saginaw and Oakland, installing additional non-motorized infrastructure to calm traffic. We also support eliminating surface parking as is feasible, and / or finding creative ways of utilizing existing surface parking for multiple uses.
- **Focus on Key Commercial Nodes:** Commercial opportunities remain quite limited on West Saginaw Street. SOCA supports strategic investments to create several mixed use, commercial nodes that can support viable businesses that serve adjacent neighborhood residents and visitors. SOCA feels strongly that the stretch along Saginaw Street between Martin Luther King Boulevard and Butler Boulevard presents the best opportunity for a mixed use, medium density commercial node. Our work with the Butler Corridor Coalition to create a gateway at Butler and Saginaw is consistent with this vision. We have provided a rendering of the gateway vision that came as a result of community input from the Butler Corridor process.
- **Support Neighborhoods:** SOCA has strong partnerships with our adjacent neighborhood associations and works with our business membership and other partners to invest in opportunities that will serve the needs of our residents. We will note that the Westside Neighborhood Association (WNA) is in opposition to the sale.
- **Build a Better Economy:** We believe that economic decision-making should be inclusive and open, and that economic development projects should create opportunity for residents, workers, and business owners alike. We seek to broaden public participation, identify and distill a set of clear objectives for the corridor, and ultimately ensure that future economic development creates real, measurable community benefits that improve the lives of workers, families, and our city as a whole.

We ask you to carefully consider whether this proposed project meets those objectives. Thank you for your consideration of SOCA and our work to revitalize the corridor as this process moves forward.

Sincerely,

Rory Neuner

SOCA, P.O. Box 13243, Lansing, MI 48901

rory@socalansing.org

www.socalansing.org

INGHAM COUNTY LAND BANK AUTHORITY

RESOLUTION TO AUTHORIZE THE CHAIRMAN AND EXECUTIVE DIRECTOR TO ENTER INTO A HOME HOUSING PRODUCTION AGREEMENT WITH THE CITY OF LANSING

RESOLUTION #15-

WHEREAS, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (Athe Act@) establishes the State Land Bank Fast Track Authority; and

WHEREAS, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the "Authority") to exercise those functions; and

WHEREAS, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

WHEREAS, the City of Lansing has applied for and received funds under the HOME Investment Partnership program (HOME) from the United States Department of Housing and Urban Development, and

WHEREAS, the City of Lansing wishes to engage the Ingham County Land Bank in utilizing such funds, and

WHEREAS, the Authority has approved prior year HOME Production Agreements, and

WHEREAS, the Ingham County Land Bank will utilize the funds to construct or rehabilitate up to two (2) residential properties, and

WHEREAS, the funding provides a sum of not to exceed \$92,233.00, and

WHEREAS, these functions fall under the mission and policies of the Ingham County Land Bank,

THEREFORE BE IT RESOLVED, that the Authority authorizes the Land Bank Chairman and the Executive Director to enter into a HOME Housing Production Agreement with the City of Lansing.

YEAS:

NAYS:

ABSENT:

INGHAM COUNTY LAND BANK AUTHORITY

RESOLUTION TO AUTHORIZE THE CHAIRMAN AND EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF LANSING TO UTILIZE CDBG FUNDS TO REHABILITATE LAND BANK OWNED SINGLE FAMILY RESIDENTIAL STRUCTURES

RESOLUTION #15-

WHEREAS, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (Athe Act@) establishes the State Land Bank Fast Track Authority; and

WHEREAS, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the "Authority") to exercise those functions; and

WHEREAS, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

WHEREAS, the City of Lansing has applied for and received funds under the Community Development Block Grant (CDBG) program from the United States Department of Housing and Urban Development, and

WHEREAS, the City of Lansing wishes to engage the Ingham County Land Bank in utilizing such funds, and

WHEREAS, the Ingham County Land Bank will be responsible for completing the rehabilitation of approximately three (3) single-family Land Bank-owned properties, and

WHEREAS, the Ingham County Land Bank will be reimbursed for its acquisition of the properties included in the agreement and will be reimbursed costs it incurs related to the rehabilitation of the three (3) properties it will manage, and

WHEREAS, the funding provides a sum of not to exceed \$300,000, and

WHEREAS, these functions fall under the mission and policies of the Ingham County Land Bank,

THEREFORE BE IT RESOLVED, that the Authority authorizes the Land Bank Chairman and the Executive Director to enter into an agreement with the City of Lansing to utilize CDBG funds to rehabilitate Land Bank owned single-family residential structures.

YEAS:
NAYS:
ABSENT:



September 30, 2015

To: Ingham County Land Bank Board Members

From: Jeff Burdick, Executive Director

Subject: Agreement between Land Bank and City of Lansing to utilize Fiscal Year 2016 CDBG funds and Fiscal Year 2016 HOME funds for single-family housing rehabilitation and/or new construction

The City of Lansing is providing CDBG and HOME funds to the Land Bank to rehab/newly construct approximately four Land Bank-owned single family homes in Lansing. Both of these agreements are effective July 1, 2015 through June 30, 2016. Two separate resolutions to authorize the Land Bank to enter into each agreement are included in your packet.

CDBG

This agreement is for \$300,000 and is effective July 1, 2015 through June 30, 2016. The Land Bank will be reimbursed its acquisition and rehab costs related to the properties included in this agreement. Marketing, maintenance and sales costs associated with each property will be deducted from the proceeds at the time of sale of each property.

HOME

This agreement is for \$92,233 and is effective July 1, 2015 through June 30, 2016. HOME funds may also be used for the construction of new housing units. The Land Bank will receive a developer fee in the amount of 15% of the development cost per project. The City will also reimburse the Land Bank its acquisition and rehab costs.

Both HOME and CDBG funded projects must be sold to households making at or less than 80% of the area median income.

Staff Recommendation:

Staff recommends that the Board authorize the Chairman and Executive Director to enter into HOME and CDBG Housing Production Agreements with the City of Lansing.

FY16 (July 1, 2015 to June 30, 2016)
HOME Housing Production Agreement between the
City of Lansing
and
Ingham County Land Bank Fast Track Authority

This Agreement, entered into this **1st** day of **July 2015**, by and between the City of Lansing, a Michigan municipal corporation organized and existing under the laws of the State of Michigan, whose address is 124 West Michigan Avenue, Lansing, Michigan, 48933, hereinafter referred to as "City", as the Participating Jurisdiction for HOME Investment Partnerships Program funds available from the United States Department of Housing and Urban Development ("HUD") pursuant to the provisions of Title II of the Cranston-Gonzalez National Affordable Housing Act as implemented by HUD subject to the requirements of Section 24, Part 92 of the Code of Federal Regulations (24 CFR 92 et. seq.), **through its Department of Planning and Neighborhood Development, Development Office, grant assistance subject to the terms, conditions, limitations, and requirements contained herein.** Hereby offers to **Ingham County Land Bank Fast Track Authority, a public body corporate**, hereinafter referred to as "Subrecipient", whose address is **3024 Turner Street, Lansing, MI 48906.**

WITNESSETH:

WHEREAS, the City has entered into an Agreement to receive funds under the HOME Investment Partnerships Program CFDA #14.239 (hereinafter called the "HOME" Program) from the United States Department of Housing and Urban Development (hereinafter called "HUD"); and

WHEREAS, the City has set aside a portion of its HOME Program funds for **New Construction and HOME Development** in accordance with the National Affordable Housing act of 1990, as amended, (hereinafter called the "Act"); and

WHEREAS, The City desires to engage the Subrecipient to render certain assistance as an owner, sponsor or developer of housing in conformance with 24 CFR Part 92;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

- 1. Project Objectives.** The project objectives of this contract are herein established as the standards to be used by the City to determine the impact and effectiveness of the activities and services to be performed by the Subrecipient under Section 2 below. The objectives are:
 - A. For the Subrecipient to utilize a variety of funding sources, including HOME Investment Partnership Program funds provided as part of the City's **New Construction and HOME Development programs** in an amount not to exceed the per project limit established by the City for that Program, to newly construct and/or renovate residential structures, in locations approved by the City, as single family residential dwelling units, and to sell the newly constructed and/or renovated properties to low or moderate income households that will occupy the residences as owner/occupants.
 - B. For the Subrecipient to utilize a variety of funding sources, including **HOME funds** provided by the City, to manage and carry out the implementation of the above projects pursuant to this Agreement.
 - C. The Subrecipient shall use City HOME development funds solely as a development subsidy for

HOME eligible construction and development costs for the development of properties under this agreement.

2. Scope of Services. The City and Subrecipient shall administer the HOME Program, and all proceeds shall be utilized to accomplish the rehabilitation or new construction of residential properties, to the standards prescribed by the City specifications detailed for the rehabilitation and in conformance with the Code of ordinances.

- A. The Subrecipient shall newly construct and/or rehabilitate **One to Two (1-2)** residential structures as single family dwelling units to be carried out with all practicable dispatch, in locations approved by the City, in a sound, economical and efficient manner according to the budget for the **New Construction and HOME Development** programs generally described in Attachment A, and according to a final budget to be included in a Proforma to be approved by the Development Office of the City prior to commencement of construction.

In addition to other funding sources identified in Attachment A, the Subrecipient shall utilize HOME Program Funds provided by the City in the amount specified in Section 3 of this Agreement to help finance the new construction and/or rehabilitation of the single family residential units according to all rules and procedures established by the City and HUD.

The Subrecipient shall market and sell each newly constructed and/or renovated single family structure to households with incomes meeting the income limits established by the Department of Housing and Urban Development (HUD) for the Section 8 Program with the provision that the households will occupy the property as owner occupants for the HOME program minimum affordability requirements. In addition, the Subrecipient shall conform with the requirements of 24 CFR 92.254 pertaining to affordable housing for homeowners.

- B. Notwithstanding that the City makes this Grant, the Subrecipient acknowledges that the occupancy and use of the project properties is governed by the Code of Ordinances and the construction, rehabilitation, use and occupancy of the project property shall be done in conformity with the Lansing Zoning Code, as interpreted by the Lansing Planning Office.

The City may, at its sole discretion, allow one program to be substituted for another (ex. New Construction or Single-Family Rehabilitation) under the condition that; 1) the total number of housing units to be completed by the Subrecipient is not diminished, and; 2) the total amount of funding provided through this Agreement is not exceeded; and 3) the cost, procedural and regulatory parameters for each program as established by the City and amended from time to time are followed. The cost parameters for each program as established in Section 3 of this Agreement shall apply except as may be allowed by the City pursuant to that Section. Requests for modifications shall be made in writing to the Development Office for consideration. No work shall proceed until such request has been approved in writing by the Development Office.

C. Subrecipient will recruit and retain a well qualified Development Specialist with knowledge, skills and experience in real estate development, construction, rehabilitation and contracting to be primarily responsible for carrying out the HOME development activities funded by this agreement.

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

and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantor

Barb Kimmel, Interim Dev. Mgr.
City of Lansing
316 N. Capitol Ave., Ste. D-2
Lansing, MI 48933
barb.kimmel@lansingmi.gov
517-483-4040
Fax: 517-483-6036

Subrecipient

Jeff Burdick, Executive Director
Ingham County Land Bank (ICLB)
3024 Turner Street
Lansing, MI 48906
jburdick@ingham.org
517-267-5221
517-267-5224

- E. The Grantor will monitor the performance of the Subrecipient against goals and performance standards stated herein. Substandard performance as determined by the Grantor will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantor, contract suspension or termination procedures will be initiated.
- F. The Subrecipient shall notify the City in writing of any changes in its organizational status during the specified period of affordability, changes in its Board composition, or any other change that alters the organization's legal status or certification under 24 CFR Part 92.

3. Compensation and Method of Payment. The City, in consideration of the agreements and covenants herein to be performed by the Subrecipient, hereby grants the following funds from its HOME Investment Partnership Program:

A sum not to exceed **Ninety Two Thousand Two Hundred Thirty Three Dollars (\$92,233.00) DOLLARS** to complete **One to Two (1-2) housing unit(s)** as noted in the budget for the **New Construction and HOME Development** housing units in Attachment A, to be utilized by the Subrecipient in accordance with the home ownership program of this Agreement, and in accordance with the rules, procedures, cost limits (at an average of up to \$80,000 per unit, with subsidy amount determined on a per project basis) and cost parameters of the City's HOME Program, except that cost parameters of the Program for a project may be modified at the sole discretion of the City, or upon written request of the Subrecipient and approval by the City, which request shall include a Proforma for the project showing all sources and uses of funds.

Notwithstanding modification of cost parameters that may be permitted by the City for one or more rehabilitation projects undertaken under this Agreement, the total number of homes to be rehabilitated or replaced with new structures by the Subrecipient in the ADR Program shall not be less than **one (1) New Construction and/or HOME Development** housing units. HOME funds may be used for acquisition, construction and/or rehabilitation costs, which payment shall be part of the pre-determined per project cost limit for each project established in the Program.

The maximum acquisition and new construction or rehabilitation cost per unit, including all funding sources, shall not exceed \$200,000.00 per unit for HOME projects.

Per unit limitations on subsidy, developer fee and total cost for projects under other programs (i.e., new construction or single-family rehabilitation) will be those established by the City for those programs. HOME subsidy for each project will be limited to the amount necessary as determined by the City for each project based on total project costs and funds from all sources up to the applicable maximums set forth herein.

Prior to requesting commitment of City funding in a specific amount for a project the Subrecipient shall at its own expense:

- a. Submit the following for approval by the City
 - 1) Proposed site plan
 - 2) Proposed landscape plans
 - 3) Architectural drawings
 - 4) Specifications
 - 5) Sample board with proposed exterior and interior finish materials
- b. Obtain a trade payment breakdown or other cost estimate in a format acceptable to the grantor which details all estimated project development costs.
- c. Complete a Project Development Proforma showing all sources and uses of funds according to the proforma,
- d. Prepare a detailed completion schedule and a plan with expected dates for making disbursement requests from all sources during the construction period.
- e. For home buyer projects, complete a market analysis and estimated market value/sales price for the completed home buyer project based on comparable sales and establish a sales price that does not exceed the maximum price limit for HOME assisted properties pursuant to 24 CFR 92.254 (a)(2) and related HUD guidance.
- f. **Developer's Fee.** Developer's fee is the amount included in the development proforma for each property which is available to the Subrecipient for its services for coordinating development activities related to the project. Allowable developer's fee is determined by the City for each program and is generally established according to the scope of activities and level of risk required for the type of development undertaken pursuant to the program. Allowable developer's fee may be adjusted for an individual project according to the risks and circumstances in that case.

In all cases, Developer's fee is paid last, after all other development costs are disbursed, and may be paid up to the amount agreed in the project Proforma. Actual developer's fee paid may not exceed project funds that remain available after payment of all other project expenses **and may be less than the amount originally budgeted.**

To ensure all HOME affordability requirements are met, Subrecipient must sell completed units to income-eligible home buyers who use the Grantor's homebuyer down payment assistance program in the amount of at least \$1,000. Maximum home buyer assistance is 6% of purchase price. Any units developed for sale to eligible home buyers must be sold within 270 days of completion. Units not sold must be rented to an eligible tenant within

180 days of completion. Failure of Subrecipient to meet the sale or lease timelines will trigger repayment of HOME funds invested for that unit.

If the Subrecipient should receive project-specific development assistance (technical assistance and site control loans or seed money loans), that assistance is limited by provisions under 24 CFR 92.301.

4. Continued Funding. The City makes no implied or explicit guarantee, offer or representation of future funding from the City beyond the termination of this Agreement. IN THE EVENT THAT HOME PROGRAM FUNDS ARE NO LONGER AVAILABLE TO THE CITY FROM HUD IN THE SUMS NECESSARY TO FINANCE THE ACTIVITIES INCLUDED IN ATTACHMENT A, THE CITY ON REASONABLE NOTICE TO THE SUBRECIPIENT MAY MODIFY THE AMOUNTS OF THESE PAYMENTS, SUSPEND OR TERMINATE THE GRANT OR PROHIBIT THE SUBRECIPIENT FROM INCURRING ADDITIONAL OBLIGATIONS OR GRANT FUNDS.

- A. The City shall notify the Subrecipient in writing of any such default under this Agreement.
- B. The Subrecipient shall have sixty (60) days after receipt of the written notice of default within which to cure such a default.
- C. The Subrecipient agrees to repay, remit, or return to the City any amount of unspent HOME funds provided to the Subrecipient in the event of a default under the terms of this Agreement.

5. Requests for Disbursement of Funds:

- A. Subrecipient shall request disbursement of HOME Program funds only at the time funds are needed to pay eligible costs. (Requested funds are limited to the amount needed to cover these costs and which can be expended within 10 days from the date funds are disbursed to the City from the US Treasury.)
- B. The City shall reimburse the Subrecipient in an amount approved by the City within fifteen (15) calendar days after receipt of a request for reimbursement, except for conditions beyond the City's control.
- C. The sum total of the Subrecipient reimbursement requests during a given year shall not exceed the amount agreed upon in the budget appearing in Attachment A.
- D. The Subrecipient shall maintain and make available, when requested, support documentation for all expenditures.

6. Independent Subrecipient. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and worker's compensation insurance, except as may be specified in this Agreement, as the Subrecipient is independent.

7. Time of Performance. The Subrecipient shall carry out the activities set forth and financed in part through this Agreement commencing **July 1, 2015** and ending **June 30, 2016 or when available funds are fully utilized for projects where construction has started as of June 30, 2015.**

- 8. Management of Grant Proceeds.** The proceeds of the Grant shall be allocated in an account maintained by the City. Disbursement of funds to the Subrecipient shall occur as applicable Subrecipient operations, rehabilitation or construction activities are completed to the satisfaction of the City in compliance with this Agreement. Documentation from the Subrecipient verifying completion of associated work and costs will be required for approval by the City before funds are disbursed. All proceeds of the grant not so withdrawn shall be returned to the City of Lansing.
- 9. Use of Grant Proceeds and Limits.** All grant funds shall be expended in accordance with the requirements of 24 CFR 92.206 pertaining to eligible costs of the HOME Investment Partnership Program.
- A. The Subrecipient shall propose projects which meet HOME requirements and conform to the City's Consolidated Plan. Projects involving the investment of HOME Development Subsidies as described in Provision 3 above, must be located within one of the city's community development geographic priority areas as described in Attachment B. Projects not using HOME Development Subsidies may be located in any CDBG eligible area of the city.
 - B. The Subrecipient shall design its proposed projects to be compatible with the prevailing architectural style of housing in the surrounding neighborhood (including such things as two stories, roof pitch, porches, overhangs, windows etc.) and otherwise assure that the completed project will include architectural features and amenities that are consistent with those available in the midrange of existing homes in the area. Each project shall incorporate a garage unless waived by the City for a particular property, which waiver will be considered if the garage would be an unusual characteristic for homes in the general area surrounding the project. Outdoor enclosed storage shall be provided if the requirement for a garage is waived.
 - C. The City shall allocate HOME funds to the Subrecipient, in amounts determined appropriate by the City to best meet HOME Program objectives.
 - D. The Subrecipient shall perform the projects or tasks related to its allocation of HOME funds according to the schedule and within the budget outlined in Attachment A. Attachment A is hereby made a part of this Agreement, as it now reads or as it may be modified by the parties.
- 10. Accomplishment of Work.** The Subrecipient will cause the rehabilitation and construction work to be carried out with all practicable dispatch in a sound, economical and efficient manner in accordance with all the applicable standards and procedures adopted by the Lansing City Council and HUD. The Subrecipient shall give full opportunity for free, open and competitive bidding for any contracts awarded for the rehabilitation work; and to give such publicity, through advertisements and solicitations for bids, as will produce competitive bidding, all in accordance with the procedures established by HUD and or the Development Office of the City.
- 11. Construction Quality Standards.** Pursuant to Federal regulations for the HOME Investment Partnership Program, completed units must meet the HOME property standards as set forth at 24 CFR 92.251 including accessibility standards at 24 CFR 92.251(a)(3) and lead based paint requirements at 24 CFR 92.355 and the HOME Program Standards. All construction work must be completed according to code requirements and meet program construction standards established by

the City.

12. Inspection of Work. The City or its designee shall have the right to inspect and examine all rehabilitation and construction work financed in whole or in part with the proceeds of this Grant, and will inform the Subrecipient and/or Contractor of any non-compliance with the terms of the Proposal and Contract for Rehabilitation or Construction executed between the Subrecipient and the Contractor for remodeling, construction or rehabilitation work as provided for therein, which is revealed as a result of such inspection.

Notwithstanding this provision or any other provision of this Agreement, the City shall be under no duty to inspect and examine nor does the right of the City to inspect or examine create an obligation or contract, in law or in equity, by which the City is bound or responsible to the Subrecipient or any Contractor or Subcontractor for any work performed, but the City shall be a third party beneficiary of any such contract between the Subrecipient and a Contractor or Subcontractor.

13. Enforcement Obligations of Subrecipient. The Subrecipient shall enforce the obligations of Contractors and Subcontractors under all applicable rules, regulations and orders and will carry out sanctions and penalties for violations of the obligations imposed upon Contractors and Subcontractors by the City or the Secretary of Housing and Urban Development (HUD).

14. Bonus, Commission or Fee. The Subrecipient shall not pay any bonus, commission or fee for the purpose of obtaining the City's approval of the Application for this Grant or any other approval or concurrence required by the City or its designee to complete the rehabilitation work financed in whole or in part with this Grant.

15. Modifications or Amendments to Agreement. The City, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other agreement provision related thereto, which the Subrecipient is required to perform pursuant to Sections 1 & 2 of this Agreement; provided, however, that such modifications are mutually agreed upon by the City and the Subrecipient, and incorporated into written amendments to this Agreement after approval by the City.

16. Assignment. The Subrecipient shall not assign this Agreement without the prior written consent of the City. Any request for assignment must be submitted in writing to the Development Manager of the Department of Planning and Neighborhood Development of the City of Lansing.

The City may refuse to consent to an assignment in its sole and un-reviewable discretion if it determines the assignment will not be in furtherance of the use of the property in the City's HOME Program, or if the assignee is not a tax exempt 501c organization pursuant to the Internal Revenue Code of 1986, or the City determines that the assignment is not in its best interest based upon the proposed assignee/s development experience, financial condition, public accountability or any other factor.

17. Interest of City Personnel or Officials. No officer or employee of the city or City Official who exercises any functions or responsibilities in connection with the administration of the City's HOME Program, shall have any interest, direct or indirect, in the proceeds of this Grant, or any contract entered into by the Subrecipient for the performance or work financed in whole or in part with the proceeds of this Grant.

- 18. Standard Rehabilitation Contract.** The Subrecipient shall use the standard contract, known as the "Proposal and Contract for Rehabilitation or Construction" prepared by the City for remodeling, construction and rehabilitation work performed by any contractor paid wholly or in part by proceeds of this grant.
- 19. Adherence to City Procedures.** The Subrecipient shall follow all rules and regulations prescribed by the City relating to the rehabilitation or construction of the property. These procedures shall include, but not be limited to: bidding procedures as referred to in provision 9, verification of project proposal information, Subrecipient eligibility requirements, and the use of the grant Funds.
- 20. Insurance Coverage.** The Subrecipient shall provide, maintain and deliver to the City evidence of fire and extended coverage insurance satisfactory to the City in a sum sufficient to secure the repair or replacement of the improvements made pursuant to this Grant. The Subrecipient shall comply with the bonding and insurance requirements of the OMB SuperCircular, 2 CFR 200 Subpart D, as they may apply prior to any City funds being expended. Subrecipient shall provide fidelity bond coverage or purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantor.
- 21. Tax and Utility Payments.** The Subrecipient shall pay all taxes, assessments, utilities and other expenses of the project when due without delinquency and shall not permit any liens to be imposed on the property by reason of any delinquency.
- 22. Maintenance of Records.** The Subrecipient shall maintain such records as may be required by 24 CFR 92.508 and/or by the Development Manager. The Subrecipient's overall management system must ensure effective control over and accountability for all funds received. The Subrecipient shall retain client data demonstrating client eligibility for housing made available through provision of HOME Program funds. Such data will include, but not be limited to, client name, address, income level or other basis for determining eligibility including verification documents.
- 23. Retention of Records.** The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other pertinent records for the period of affordability established in 24 CFR 92.252, as required by 24 CFR 92.508(c)(3) or(c)(4), and per 2 CFR 200 Subpart D. The retention period shall commence from the date that the Subrecipient's final audit report is accepted and approved.
- 24. Amendment.** The Subrecipient must obtain prior written approval of the Development Manager for any amendments including changes of substance in the scope of activities and changes in the authorized budget for the expenditure of HOME Program funds as established in this Agreement.
- 25. Cost Overruns.** All cost overruns are the responsibility of the Subrecipient.
- 26. Reports and Information.** The Subrecipient shall make and maintain adequate financial records in a form satisfactory to the Development Office and City's Finance Department. Such financial records and reports shall reflect all costs and expenses incurred in performing this Agreement and records of the use of all consideration received pursuant to this Agreement.
- A. The Subrecipient shall maintain and, at reasonable times and places, make available to the City

such records and accounts, including property, personnel, and financial records, the City and/or State and Federal agencies deem necessary to assure a proper accounting for all HOME Program funds.

- B. The Subrecipient shall provide the City with information necessary for it to complete the Consolidated Annual Performance and Evaluation Review report and other reports required by HUD.
- C. The Subrecipient shall provide an annual audit report performed in compliance with OMB SuperCircular 2 CFR 200 Subpart F, "Audit Requirements". .
- D. The Subrecipient shall allow the City to conduct monitoring and evaluation activities as determined necessary by the City and HUD.
- E. Within 30 days after the anniversary date of this Agreement and at the expiration of the initial term of this Agreement, the Subrecipient shall provide the City with a completion report including data for all projects constructed in the City during the grant period (with or without funds provided under this agreement). The report shall include the locations and sources of funding used for each project.

27. Suspension of Grant. When a Subrecipient has failed to comply with the grant award stipulations, standards, or conditions, or in the event that HOME funding is no longer available to the City from the Department of Housing and Urban Development, the City on reasonable notice to the Subrecipient may suspend the grant or prohibit the Subrecipient from incurring additional obligations of grant funds, pending corrective action by the Subrecipient or a decision to terminate. The City shall allow all necessary and proper costs which the Subrecipient could not reasonably avoid during the period of suspension.

28. Termination for Cause. In compliance with 24 CFR 85.43, the City may terminate this Agreement, in whole or in part, any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the conditions of this Agreement, OR IN THE EVENT THAT HOME PROGRAM FUNDING IS NO LONGER AVAILABLE TO THE CITY FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE SUMS NECESSARY TO FINANCE THE ACTIVITIES INCLUDED IN Attachment A. The City shall promptly notify the Subrecipient in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by The City shall be in accordance with the legal rights and liabilities of the parties.

29. Termination for Convenience. In compliance with 24 CFR 85.44, the City or the Subrecipient may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit the Subrecipient's share of the non-cancelable obligations, properly incurred by the Subrecipient prior to termination.

30. Certifications and Assurances. The Subrecipient hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of HOME

Investment Partnership funds under this agreement pursuant to regulations contained in 24 CFR Part 92, and as administered by the Development Office on behalf of the City. Such assurances and certifications include, but are not limited to the following:

- A. **Corporate Resolution.** The execution of the Grant Agreement is authorized under corporate resolution, and the Subrecipient possesses the legal authority to implement the HOME Program described herein and in accordance with regulations contained in 24 CFR Part 92 et seq.
- B. **Conformance with Requirements.** The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.252 and 24 CFR 92.254, pertaining to the qualification of rental housing units and homeowner housing units respectively, that are assisted under the HOME Program as affordable housing. The Subrecipient shall comply with the annual tenant income recertification requirements and rental certification requirements as implemented by the City for the HOME Rental Program.
- C. **Funds.** The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.504(c)(3) and 24 CFR 570.500 (a) and 570.504 as well as 2 CFR 200 to assure that any repayment, interest, and other program income shall be returned to the City.
- D. **Equal opportunity, Anti-Discrimination and Fair Housing.** The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.350 and 24 CFR 570.601, 570.602 and 570.607 pertaining to equal opportunity, anti-discrimination and fair housing.
- E. **Affirmative Marketing & M/WBE.** The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.351 pertaining to affirmative marketing, and shall use its best efforts to afford minority and women-owned business enterprises (M/WBE) the maximum practicable opportunity to participate in the performance of this Agreement.
- F. The Subrecipient certifies that it is aware of the Grantors policy of avoiding acquisition of occupied properties except when expressly approved in advance by the Grantor, which approval is rarely granted. The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.353 pertaining to displacement, relocation, and acquisition. The Subrecipient shall not acquire properties for development, to be funded by this grant, until notice is provided to sellers and occupants as required under 24 CFR 92.353.
- G. **Environmental Issues.** The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.352 and 24 CFR part 58 pertaining to environmental review, and is in compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C.). The Subrecipient shall not acquire property or otherwise proceed with a project to be funded under this agreement until the required environmental clearance has been obtained.
- H. The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.356 pertaining to **conflict of interest**.
- I. The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.358 pertaining to flood insurance.

- J. The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.504 (10) to assure that no funds available under this agreement are requested until funds are needed for payment of eligible costs. Further, the amount requested must be limited to the amount needed for the rehabilitation or construction project, or for CHDO Operating costs.
- K. The Subrecipient shall implement its HOME Program in conformance with the requirements of 24 CFR 92.214, to assure that none of the funds under this Grant are used to fund the activities of religious organizations as defined in 24 CFR 92.257.
- L. The Subrecipient shall comply with the administrative, audit, closeout, record keeping and performance report requirements, as they may apply, as set forth in 24 CFR 92.505 through 24 CFR 92.509. These Sections reference Attachments A through D of OMB Circular A-110, as implemented at 24 CFR Part 84, OMB Circular A-133 and OMB Circular A-122.
- M. The Subrecipient shall implement its HOME Program in conformance with the "tenant and participant protection" requirements as set forth in 24 CFR 92.253 pertaining to leases, prohibited lease terms, termination of tenancy, maintenance of rental housing and tenant selection.
- N. The Subrecipient shall comply with all other requirements of the HOME Program which may be applicable to a Subrecipient as determined by The City pursuant to requirements set forth at 24 CFR 92.
- O. **Compliance with Copeland Anti-Kick Back Act.** In carrying out this agreement, the Subrecipient agrees to comply with the requirements of the Copeland Anti-Kick Back Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and sub grants for construction or repair services.
- P. **Compliance with Davis-Bacon Act.** In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by Subrecipients and sub Subrecipients as applicable to HOME funded projects pursuant to 24 CFR 92.354.
- Q. **Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by Subrecipients and sub Subrecipients, and \$2,500 for other contracts which involve the employment of mechanics or laborers as applicable to HOME funded projects.
- R. **Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000).** In carrying out this agreement, the Subrecipient agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1468), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) respective to all contracts in excess of \$100,000 awarded by Subrecipients and sub Subrecipients. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of

Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

- S. **Conservation.** In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 9 Statutes 871).
- T. **Lead-based Paint.** The Subrecipient shall conduct its rehabilitation and contracting activities in compliance with 24 CFR 92.355 pertaining to the testing for and abatement of lead-based paint in HUD assisted housing, including providing notice to occupants.
- U. **Worker's Compensation.** The Subrecipient shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.
- V. **Grantor Recognition.** The Subrecipient shall insure recognition of the role of the Grantor in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

31. Royalties, Patents, Notices and Fees. The Subrecipient shall give all notices and pay all royalties and fees if applicable to carrying out the provisions of this Agreement. The Subrecipient shall defend all suits or clauses for infringement or any patent rights and shall save the City harmless from loss on account thereof.

32. Copyright. If this Agreement results in any copyrightable material, the City, HUD and their agents reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

33. Reversion of Assets. Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any HOME Program funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME Program funds. The property shall be maintained and utilized to meet the national objectives criteria established for the HOME Program.

34. Application of Deed Restriction. Pursuant to federal Regulations, the Subrecipient shall implement its HOME-assisted activities in conformance with the requirements of 24 CFR 92.252 or 24 CFR 92.254 pertaining to affordable housing. The period of affordability required in each case shall be guaranteed through a deed restriction placed on the property. The deed restriction shall require that the Subrecipient repay to the City the full amount of HOME funds provided through this Agreement if the property shall within the affordability period fail or cease to meet the affordability requirements established at 24 CFR 92.252 or 24 CFR 92.254.

35. Guarantee of Period of Affordability, ADR Program. To assure that a property rehabilitated under the ADR Program is owned and occupied by an income eligible household for at least a five (5) year period, the Subrecipient shall place a deed restriction or other instrument approved by the City on the property at sale. The deed restriction or instrument shall require that the buyer repay to the City the full amount of HOME funds provided for rehabilitation or construction through this Agreement

if the property shall be sold, or if the buyer ceases to occupy the premises as owner/occupant, within the five (5) year period, or longer period as may be determined by the city for individual projects.

[Property buyers must qualify for and use the city's down payment assistance program.](#)

- A. The Subrecipient shall ensure that housing it assists with HOME funds meets the affordability requirements of 24 CFR Parts 92, as applicable.
- B. The Subrecipient shall repay its award of HOME funds in full to the City if the housing does not meet the affordability requirements for the specified time period.
- C. If the Subrecipient is undertaking rental projects; the Subrecipient shall establish affordable initial rents and procedures for rent increases.
- D. If the Subrecipient is undertaking homeownership projects for sale to homebuyers, the Subrecipient shall set forth **recapture requirements** that conform with 24 CFR Part 92.254 (a). The Subrecipient shall place a Restrictive Covenant on the property to recapture the entire amount of HOME investment if the property is sold prior to the end of the applicable affordability period, except that development subsidies for costs in excess of fair market sales price are not subject to recapture and should not be included in the recapture amount established in the Restrictive Covenant. Recaptured funds must be repaid to the City or used by the Subrecipient to fund additional HOME eligible activities.

36. Additional Provisions.

- A. This Agreement shall be binding upon and the benefits shall enure to the successors and assigns of the parties.
- B. This Agreement shall be governed by the laws of the State of Michigan.
- C. Any failure of either party, at any time, to enforce any term or condition of this Agreement shall not be construed by any party to be a waiver of said term or condition or of the right of either party thereafter to enforce such term or condition. Any waiver, alteration, modification or amendment of this Agreement shall not be effective unless in writing, signed by both parties.
- D. Time is of the essence in all the provisions of this Agreement.
- E. This Agreement constitutes the entire agreement between the parties and there are no agreements or understandings concerning the subject matter of this Agreement which are not fully set forth herein.
- F. If any provision of this Agreement is invalid or unenforceable, the other provisions hereof shall be liberally construed to effectuate the purpose and intent of this Agreement.
- G. Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be sent by United States mail, certified, return receipt requested, postage prepaid and shall be addressed to the respective party at such address as the respective party may designate from time to time in writing in the manner herein provided.

37. Certification by Subrecipient. The Subrecipient certifies that all information provided pursuant to

obtaining this Grant is true and complete. The Subrecipient also certifies that it is a private nonprofit organization as defined in section 501c of the Internal Revenue Code of 1986.

If the Development Manager determines that the Grant proceeds will not or cannot be used for the purpose described herein, the Subrecipient shall, upon request, return to the City any unexpended funds of the Grant in the Subrecipient's possession, or control will revert to the City, and the Subrecipient shall have no further interest, right or claim thereto.

38. PENALTY FOR FALSE OR FRAUDULENT STATEMENT. USC TITLE 18, SECTION 1001 PROVIDES IN PART: "WHOEVER IN ANY MATTER WITHIN THE JURISDICTION OF ANY DEPARTMENT OR AGENCY OF THE UNITED STATES KNOWINGLY AND WILLFULLY FALSIFIES ... OR MAKES ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS OR REPRESENTATIONS, OR MAKES OR USES ANY FALSE WRITING OR DOCUMENT OR ENTRY, SHALL BE FINED NOT MORE THAN \$10,000 OR IMPRISONED NOT MORE THAN FIVE (5) YEARS OR BOTH".

THE SUBRECIPIENT CERTIFIES THAT IT IS AWARE THAT ANY FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS MADE BY IT, ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES REGARDING THIS AGREEMENT MAY RESULT IN THE IMPOSITION OF CRIMINAL PENALTIES AS DESCRIBED HEREIN.

39. Knowledge of Contents of Agreement. The Subrecipient by the undersigned certifies that it knows and understands each of the foregoing provisions of this Agreement and shall fully comply with and be bound by the requirements set forth herein.

40. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L.

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantor's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantor shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract and otherwise satisfy the requirements at 24 CFR 92.508. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its

books, records and accounts by the Grantor, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

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

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs 41.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal

requirements adopted by the Grantor pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantor, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

The Subrecipient further agrees to 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 CDBG-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 CDBG-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.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantor prior to the execution of such agreement.

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611 and OMB SuperCircular 2 CFR 200, which include (but are not limited to) the following:

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

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

6. Patent Rights, Copyrights and Rights in Data

If this contract results in any copyrightable material or inventions, the Grantor and/or grantor agency agrees to comply with the city of Lansing's requirements and regulations pertaining to patent rights with respect of any discovery or invention which arises or is developed in the course of or under such contract. The Subrecipient also agrees to comply with the city of Lansing's requirements and regulations pertaining to copyrights and rights in data, and reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

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

8. Suspension and Debarment

The Subrecipient certifies that it, or any principal party, is not debarred or suspended from participation in this program, nor is any subcontractor debarred or suspended from participation in this program. Subrecipient agrees to comply with Government-wide Nonprocurement Suspension and Debarment Common Rule [68 FR 66533], FAR Subpart 9.4 and Executive orders 12549 and 12689 and the Government-wide Nonprocurement Suspension and Debarment Common Rule [68 FR 66533] and to clear proposed contractors and subcontractors

through the federal Excluded Parties List System (or successor federal system.) Subrecipient agrees to solicit offers from, award contracts, grants or financial or non-financial assistance and benefits to, and consent to subcontracts solely with responsible contractors and not allow a party to participate in any affected program if any executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in the affected program.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers/directors as of the day and year first above written.

ATTEST:

INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY

BY: _____

Jeff Burdick

Its: Executive Director

BY: _____

Eric Schertzing

Its: Board Chair

ATTEST:

CITY OF LANSING

BY: _____

Virg Bernero

Its: Mayor

BY: _____

Chris Swope

Its: City Clerk

Approved as to form only:

I hereby certify that funds are available in
Account #263-932663-975204-

Janene McIntyre, City Attorney

Randy Endsley, Accounting Manager

Attachment A

FY16 Proposed New Construction and HOME Development Budget

<u>Grant Request</u>	<u>City</u>	<u>Other</u>	<u>Total</u>
Personnel	0	0	0
Operating	0	0	0
Capital Investment HOME Development	92,233.00	0	
Total:	92,233.00	0	*

*Total may vary.

The maximum acquisition and rehabilitation cost per unit, including all funding sources, shall not exceed \$200,000.00 per unit unless approved in writing by the City.

No HOME Project funds will be advanced, and no costs can be incurred, until the City has conducted an environmental review of the proposed project site as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Subrecipient must provide a specific working budget (Proforma) and realistic timetable as relates to: acquisition, construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items. City will then confirm in writing to Subrecipient whether they agree to commit funds to project or not.

New Construction funds may be used in any CDBG-eligible areas of the city, including those in Attachment B.

HOME Development funds may be used only for properties located within the city's priority areas described in Attachment B unless approved in writing by the City.

Attachment B

Community Development Geographic Priority Areas

The following target areas and NSP eligible areas will be prioritized for the Homeowner Rehab program, CHDO development, HOME development and certain economic development and public service activities. HOME funds may also be used outside of target areas as needed to meet marketing time lines..

Down payment assistance, Homeowner Purchase Rehab, emergency homeowner rehab, weatherization and Habitat for Humanity projects may be implemented citywide.

1. Baker Donora NPP Boundaries: North: Red Cedar River West: Cedar Street South: Mt. Hope Avenue East: Pennsylvania Avenue	4. Oak Park Boundaries: North: E. Saginaw Street West: N. Larch Street South: E. Michigan Avenue East: Pennsylvania Avenue
2. School for the Blind Boundaries: North: Grand River Avenue West: N. Martin Luther King Blvd. South: Saginaw Street East: Grand River Avenue	5. Vision 2020 Westside Boundaries: North: W. Shiawassee Street West: Jenison, Huron and West St. South: Olds Avenue East: Martin Luther King Blvd.
3. East Saginaw/E. Grand River Ave. Boundaries: North: E. Grand River Ave. West: Railroad Tracks South: Saginaw and Orchard Street East: June Street	6. Seven Block Boundaries: North: Allegan Street West: Martin Luther King Blvd. South: I-496 East: Butler Street

FY16 (July 1, 2015 to June 30, 2016)
SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LANSING
AND
INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY
FOR
CDBG FUNDS

THIS AGREEMENT #3 entered this **1st** day of **December, 2016** by and between the City of Lansing, a Michigan municipal corporation (herein called the "Grantor") and Ingham County Land Bank Fast Track Authority, a public body corporate. (herein called the "Subrecipient").

WHEREAS, the Grantor has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383 (CFDA Number 14.214); and

WHEREAS, the Grantor wishes to engage the Subrecipient to assist the Grantor in utilizing such funds; and

WHEREAS, the Subrecipient is an existing entity established under the State of Michigan Land Bank Fast Track Act, Public Act 258 of 2003 with certain powers and duties which include, among other things property acquisition, housing development and property disposition; and

WHEREAS, the Subrecipient understands that this contract is for activities that benefit low and moderate income citizens within the city of Lansing's Community Development Block Grant (CDBG) eligible areas in accordance with 24 CFR 570.200;

WHEREAS, the Subrecipient agrees to perform such services and activities in accordance with applicable federal state and local laws and regulations, and in a lawful, satisfactory and proper manner observing all policies, procedures and requirements which have been or, from time to time, may be prescribed by the Grantor;

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for the acquisition, maintenance, rehabilitation, marketing and sale of residential properties utilizing CDBG funds in a manner consistent with any applicable federal, state or local requirements and satisfactory to the Grantor. Rehabilitation may be completed by the Subrecipient directly or through contracts or joint ventures with existing Community Housing Development Organizations (CHDOs): Greater Lansing Housing Coalition and Capital Area Housing Partnership. Property owned by the Subrecipient may also be rehabilitated jointly with the Grantor. Such program will include the following activities eligible under the Community Development Block Grant program:

Acquisition: Subrecipient will acquire and hold properties consistent with above referenced requirements. Subrecipient shall acquire properties in eligible areas of the City of Lansing in consultation with Grantor's staff.

Rehabilitation and Resale: Rehabilitation of foreclosed or vacant housing units will be undertaken for sale or rent to CDBG eligible households. **Rehabilitation will include addressing all code and zoning violations, as well as including upgrades for energy efficiency and new amenities that characterize the type of housing that is attractive to buyers and improves curb appeal and**

marketability in Lansing's urban neighborhoods. Rehabilitation will occur at vacant or foreclosed housing sites owned by the Subrecipient. Completed units will be marketed primarily as owner occupied housing but may be available on a lease to own basis or rented to eligible households with income at or below 80% of area median income adjusted for family size.

Properties will be available for purchase by households with income at or below 80% of area median income using at least \$1,000 in Down Payment Assistance, unless a request for waiver of Down Payment Assistance is approved in writing by the Grantor. Buyers must participate in at least 8 hours of pre-purchase counseling provided by a HUD certified housing counseling agency.

Subrecipient shall obtain initial after-rehabilitation appraisal to initiate development of marketing materials. Subrecipient shall market property through various avenues, including but not limited to, website listing, brochures, open houses, attendance at events to promote sales of homes, staging of homes, advertisements, and listing with a realtor, etc. Subrecipient shall obtain updated appraisals as the real estate market warrants.

Subrecipient shall facilitate sales of improved homes through various methods, including, but not limited to, showing properties to prospective buyers and/or utilizing licensed brokers and realtors; complete all listing and disclosures as required by local, state and federal laws; coordinating offer to purchase processes between prospective buyers, their agents and the Land Bank; coordinating communications necessary to close on the property; coordinate repairs and/or improvements required by buyers that are reasonable; and coordinate and attend closings and answer questions related to the sales process.

Maintenance: Subrecipient shall maintain the physical structure and its integrity as necessary to limit further decline of the unit, shall maintain the real estate it is attached to, and shall retain control over the utilities to the structure before, during and after construction. Maintenance items may include, but not be limited to, winterizing plumbing system, mowing lawns, snow removal, boarding up broken or missing windows, regular site visits to assess property, minor repairs to the structure, clean out of garbage and debris, etc. Maintenance shall also occur following rehabilitation and may include, but not be limited to, window/door/screen repairs, power washing exterior, interior cleaning, snow removal, mowing lawn, landscape maintenance, regular site visits to assess property, etc.

B. National Objectives

All activities funded with CDBG funds must meet the CDBG program's National Objective at **24 CFR 570.200 (2)** of providing benefit to low- and moderate-income families as further defined in **24 CFR 570.208 (a)**.

The Developer certifies that the activities carried out under this Agreement will benefit low and moderate income households.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units acquired, rehabilitated, maintained or sold, persons or households assisted, or other measures and may also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

1. Implement the housing rehabilitation activity for the CDBG program (the "Program") in priority neighborhoods with predominantly low and moderate income households as described in the Grantor's approved CDBG Plan and according to supplemental information provided by the Grantor based on updated data from the US Census.

2. Housing rehabilitation may be undertaken by the Subrecipient alone using funds provided under this agreement or may be undertaken in partnership with the Grantor or a Community Housing Development Organization using funds available to the partners.
3. Obtain concurrence from the Grantor as to the locations proposed for redevelopment and obtain prior approval from the Grantor for plans and specifications. Initial sites proposed for assistance under this agreement are listed in Attachment B. Attachment B may be updated from time to time if any planned site is determined infeasible for the program or if a new site is added.
4. Obtain current market appraised value of completed homes through an appraisal made in conformity with the appraisal requirements of the Uniform Relocation Act (URA) at 49 CFR 24.103 prior to sale of the home. **Appraisals must be based on data which includes comparable arm's length sales of similar rehabilitated properties.** Appraisals may not be based on sales transactions involving prolonged vacancy, bulk properties, foreclosure or other duress conditions. Offering price shall be established at appraised value unless another price is approved in writing by the Grantor prior to marketing.
5. Complete on-going pre and post rehab activities, including property maintenance for vacant units, through completion of sale to an eligible home buyer or lease to an eligible household.
6. Within 1 years from the effective date of the Grantor's CDBG grant, expend the full amount of this contract for eligible activities. Any amounts not fully expended within 1 year must be returned to Grantor.
7. As applicable, obligate all properties rehabilitated with CDBG funds for owner occupancy or for use as rental housing for low and moderate income residents for a period of at least 20 years.
8. For owner occupied units, market and sell completed homes to individual home buyers with income at or below 80% of area median income adjusted for family size according to the requirements set forth in [Attachment A](#), (or as may be updated during the term of this Agreement) and assure that buyers have completed at least 8 hours of pre home ownership counseling through a HUD approved housing counseling agency. Sales price shall be equal to appraised value unless the Grantor has agreed in writing to a lower price. In the event Subrecipient enters into a purchase agreement for a sales price that is lower than appraised value without prior written approval of the Grantor, the discounted amount shall be added to program income due to the Grantor for that property.
9. In the delivery of the services specified herein, gather data for reporting purposes in a form sufficient to supply data about sale to an eligible purchaser or lease to an eligible resident in the format requested by the Grantor. Provide other data to satisfy CDBG and IDIS reporting requirements as established and amended by the U.S. Department of Housing and Urban Development.
10. Subrecipient agrees to provide a draw request to the Grantor for completed development and construction work based on the approved project proforma and disbursement schedule for each project. Subrecipient agrees to supply updated title insurance for each draw as requested by the Grantor.

Each invoice requesting payment shall identify charges according to approved specifications for work items at each residential unit where the Subrecipient has completed work and shall be accompanied by sworn statements and waivers of lien from suppliers and contractors.

11. Subrecipient shall remit to Grantor net sale proceeds remaining after the property is purchased by an eligible buyer and after deduction of unreimbursed Subrecipient costs for acquisition, rehabilitation, marketing and sale.

Accomplishments under this Agreement are coded as follows:

HUD Matrix Code: 12

National Objective Code: Benefitting low- and moderate-income persons

Accomplishment Type: LMH

Proposed Units: 3

See [Attachment D](#) for Additional Reporting Requirements

D. Staffing

Jeff Burdick, Executive Director
Joseph Bonsall, Operations Director
Dawn VanHalst, Program Director
Linda Horak-Maintenance and Procurement Manager
Roxanne Case, Grant Manager
Dennis Graham, Construction Manager
Rawley VanFossen, Sales Coordinator

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantor.

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **1st day of July 2015** and end on the **30th day of June 2016** or at such earlier time when disposition and all related activity has been completed for all properties under this agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

TOTAL \$300,000

Budget is for direct costs of rehabilitation, costs of sale to eligible home buyers and activity delivery costs. No indirect costs are allowed. In addition, the Grantor may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantor. Any amendments to the budget must be approved in writing by both the Grantor and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantor under this Agreement shall not exceed **\$300,000**. Draw downs for the payment of eligible expenses shall be made in accordance with performance. Expenses for activity delivery costs including personnel,

supplies and other expenses shall also be paid in accordance with performance. **Accomplishments and milestones are to be reported with every draw request.**

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21 and 2 CFR 200.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantor
Barb Kimmel, Int. Dev. Mgr.
City of Lansing
316 N. Capitol Ave., Ste. D-2
Lansing, MI 48933
Phone: 517-483-4040
barb.kimmel@lansingmi.gov

Subrecipient
Jeff Burdick, Executive Director
Ingham County Land Bank Authority
3024 Turner Street
Lansing, MI 48906
Phone: 517-267-5221
jburdick@ingham.org

VI. SPECIAL CONDITIONS

None

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of **Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG))** including Subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient will comply with the requirements of Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121-5206, as amended by Section 102 of the Disaster Mitigation Act of 2000 (CFDA Number 97.047). The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantor shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage per 2 CFR 200 Subpart D to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantor.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantor may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantor reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantor or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantor determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantor may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and 2 CFR 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB SuperCircular, 2 CFR 200 Subparts A, B, C, D, E and as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 and 2 CFR 200 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28 and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- h. Records documenting clearance for all contractors and subcontractors through the System of Award Management (SAM) prior to execution of contracts.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years, and in compliance with 2 CFR 200. The retention period begins on the date of the submission of the Grantor's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on the for final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

Where applicable, the Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, age, household composition, gender, race and ethnicity, previous home ownership prior housing assistance and description of service provided. Such information shall be made available to Grantor for reporting purposes and to HUD or Grantor program monitors or their designees for review upon request.

4. Disclosure

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

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantor, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. **The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy concerning Subrecipient audits and OMB SuperCircular, 2 CFR 200 Part F.**

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a) and 2 CFR 200 Subpart A) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantor at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantor.

2. Indirect Costs

Indirect costs are not anticipated under this contract. However, if the Subrecipient requests indirect costs, the Subrecipient will first develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantor for approval, in a form specified by the Grantor, and shall conform to 2 CFR 200 Subpart E, Cost Principles.

3. Payment Procedures

The Grantor will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantor policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantor in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantor reserves the right to liquidate funds available under this contract for costs incurred by the Grantor on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit Progress Reports with every draw request to the Grantor in the form, content, and frequency as required by the Grantor. **Subrecipient shall submit all pertinent information on Attachment B including attachments as needed, copies of any newsletters/publications, and summary of all Milestones detailed in Section I of this contract as applicable.**

D. Procurement

1. Compliance

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

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of the OMB SuperCircular, 2 CFR 200 Subparts A, B, C, D, E and F, and [Attachment C](#).

3. Travel

The Subrecipient shall obtain written approval from the Grantor for any travel outside the metropolitan area with funds provided under this Agreement.

4. SAM Clearance

Subrecipient must not make any award (sub-grant or contract) to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." The Subrecipient shall obtain clearance through the electronic System for Awards Management (SAM) prior to entering into subcontracts or procurement contracts of any kind with any entity. Clearance shall be documented by printing a copy of the SAM query result, including the date of the query, and retaining it in the file. No contracts or purchases may be made with parties who appear on the federal excluded parties list as disclosed in the SAM query.

5. Suspension and Debarment

The Subrecipient certifies that it, or any principal party, is not debarred or suspended from participation in this program, nor is any subcontractor debarred or suspended from participation in this program. Subrecipient agrees to comply with Government-wide Nonprocurement Suspension and Debarment Common Rule [68 FR 66533], FAR Subpart 9.4 and Executive orders 12549 and 12689 and the Government-wide Nonprocurement Suspension and Debarment Common Rule [68 FR 66533] and to clear proposed contractors and subcontractors through the federal System for Award Management (SAM) or successor federal system. Subrecipient agrees to solicit offers from, award contracts, grants or financial or non-financial assistance and benefits to, and consent to subcontracts solely with responsible contractors. Subrecipient shall not allow a party to participate in any affected program if any executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in the affected program.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, and 2 CFR 200 as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantor any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantor an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall

constitute program income to the Grantor. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantor for the CDBG program or (b) retained after compensating the Grantor an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantor ordinances, resolutions, and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Elliot Larsen Civil Rights Act, MCL 37.2101 et seq., and the Persons With Disabilities Civil Rights Act, MCL 37.1101 et seq. and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantor and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligations to carry out the program assisted

hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

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

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantor's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantor shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

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

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA)
Statement

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantor, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

The Subrecipient further agrees to 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 CDBG-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 CDBG-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.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Debarment

Per FAR Subpart 9.4, and Executive Orders 12549 and 12689 and the Government-wide Non procurement Suspension and Debarment Common Rule (68 FR 66533), the City of Lansing can only solicit offers from, award contracts, grants, or financial or non-financial assistance and

benefits to, and consent to subcontracts with responsible contractors only and not allow a party to participate in any affected program in any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion action) that party from participation in an affected program. The Subrecipient agrees that they are not debarred or suspended from participation in this program, nor is any interested party, nor any subcontractor debarred or suspended from participation in this program

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantor prior to the execution of such agreement.

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, and 2 CFR 200 Subpart D, which include (but are not limited to) the following:

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. "Lobbying Certification

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

6. Copyright

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

7. Religious Activities

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

XI. ENVIRONMENTAL CONDITIONS

A. Clean Air, Water Acts and EPA Regulations:

Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000). In carrying out this agreement, the Subrecipient agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1468), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) respective to all contracts in excess of \$100,000 awarded by Subrecipients and sub Subrecipients. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

B. Energy Policy and Conservation Act:

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

C. Flood Disaster Protection

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

D. Lead-Based Paint

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

E. Historic Preservation

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

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

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantor 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 Grantor and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers/directors as of the day and year first above written.

ATTEST:

Ingham County Land Bank

BY: _____

Its: Jeff Burdick
Executive Director

BY: _____

Its: Eric Schertzing
Board Chairman

ATTEST:

CITY OF LANSING

BY: _____

Its: Virg Bernero
Mayor

BY: _____

Its: Chris Swope
City Clerk

Approved as to form only:

I hereby certify that funds are available in
Account #252.932658.975201. _____

Janene McIntyre, City Attorney

Randy Endsley, Accounting Manager

Attachment A

HOME/CDBG Programs Maximum Gross Annual Household Income Limits Effective Date: 2015

<u>Household Size</u>	<u>30%</u>	<u>50%</u>	<u>60%</u>	<u>80%</u>
1	\$13,850	\$23,050	\$27,660	\$36,900
2	\$15,800	\$26,350	\$31,620	\$42,150
3	\$17,800	\$29,650	\$35,580	\$47,400
4	\$19,750	\$32,900	\$39,480	\$52,650
5	\$21,350	\$35,550	\$42,660	\$56,900
6	\$22,950	\$38,200	\$45,840	\$61,100
7	\$24,500	\$40,800	\$48,960	\$65,300
8	\$26,100	\$43,450	\$52,140	\$69,500

The **80%** level indicates the **maximum** household income limit for participation in both the **CDBG and HOME** programs.

Annual household income includes income of all household members over the age of 18 years of age whether they are related or not.

- It includes income received for the support of minor children, such as social security, child support, etc.
- You do not have to include income earned by dependent, full-time students over the age of 18, or income earned by children under the age of 18.
- This does not apply if the 18+-year-old student does not live with their legal guardian.

Proof of full-time student status must be provided in order to have any income earned by this household member deducted from the total annual household income.



Attachment B

Property Address	Planned Use	Fund Source	Comment	Completion

Milestone	Responsible Party	Date Completed
Confirm Deed, Insurance and PPN		
Provide Survey and Title Work		
Property Inspection and Photos		
Environmental Review		
Hazard Assessment		
HERS Assessment Date		
Rehab Specifications Completed		
SHPO Clearance		
Complete Initial Pro-Forma		
Prepare Bid Package		
Pre-Bid Walk Thru		
Bid Opening and Award Documents		
Disbursement and Completion Schedule		
SAM Clearance		
Mortgage		
Contract Signed		
Proceed to Work Notice		
Stake Site if needed		
Monitor/Update Rehab Progress		
Photos and written pre-draw reports		
Process Change Order Requests		
Final Inspection/Punch List		
Appraisal/Post Rehab Photos		
Market for Sale		
Qualify Purchaser/Occupant		
Conclude Sale		
Calculate and Remit Program Income		
File Documentation Checklist		

Attachment C

24 CFR 85.36 **Procurement**

(a) States.

When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other Subrecipients and subSubrecipients will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

1. Subrecipients and subSubrecipients will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.
2. Subrecipients and subSubrecipients will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. Subrecipients and subSubrecipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Subrecipient or subSubrecipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - i. The employee, officer or agent,
 - ii. Any member of his immediate family,
 - iii. His or her partner, or
 - iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Subrecipient's or subSubrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Subrecipient and subSubrecipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Subrecipient's and subSubrecipient's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

4. Subrecipient and subSubrecipient procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an

analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

5. To foster greater economy and efficiency, Subrecipients and subSubrecipients are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
6. Subrecipients and subSubrecipients are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
7. Subrecipients and subSubrecipients are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
8. Subrecipients and subSubrecipients will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
9. Subrecipients and subSubrecipients will maintain records sufficient to detail the significant history of each procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
10. Subrecipients and subSubrecipients will use time and material type contracts only
 - i. After a determination that no other contract is suitable, and
 - ii. If the contract includes a ceiling price that the contractor exceeds at its own risk.
11. Subrecipients and subSubrecipients alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the Subrecipient or subSubrecipient of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the Subrecipient or subSubrecipient unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.
12. Subrecipients and subSubrecipients will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the Subrecipient and subSubrecipient before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:
 - i. Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and
 - ii. Violations of the Subrecipient's or subSubrecipient's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the Subrecipient or subSubrecipient.

(c) Competition.

1. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

- i. Placing unreasonable requirements on firms in order for them to qualify to do business,
 - ii. Requiring unnecessary experience and excessive bonding,
 - iii. Noncompetitive pricing practices between firms or between affiliated companies,
 - iv. Noncompetitive awards to consultants that are on retainer contracts,
 - v. Organizational conflicts of interest,
 - vi. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
 - vii. Any arbitrary action in the procurement process.
2. Subrecipients and subSubrecipients will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
 3. Subrecipients will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:
 - i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
 - ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
 4. Subrecipients and subSubrecipients will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, Subrecipients and subSubrecipients will not preclude potential bidders from qualifying during the solicitation period.

(d) Methods of procurement to be followed.

1. Procurement by **small purchase procedures**. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.
2. Procurement by **sealed bids** (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid

method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

- i. In order for sealed bidding to be feasible, the following conditions should be present:
 - A. A complete, adequate, and realistic specification or purchase description is available;
 - B. Two or more responsible bidders are willing and able to compete effectively and for the business; and
 - C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - ii. If sealed bids are used, the following requirements apply:
 - A. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
 - B. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
 - C. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
 - D. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - E. Any or all bids may be rejected if there is a sound documented reason.
3. Procurement by **competitive proposals**. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- i. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - ii. Proposals will be solicited from an adequate number of qualified sources;
 - iii. Subrecipients and subSubrecipients will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
 - iv. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - v. Subrecipients and subSubrecipients may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where

price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

4. Procurement by **noncompetitive proposals** is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.
 - i. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - A. The item is available only from a single source;
 - B. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - C. The awarding agency authorizes noncompetitive proposals; or
 - D. After solicitation of a number of sources, competition is determined inadequate.
 - ii. Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
 - iii. Subrecipients and subSubrecipients may be required to submit the proposed procurement to the awarding agency for pre- award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. The Subrecipient and subSubrecipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) Contract cost and price.

1. Subrecipients and subSubrecipients must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point,

Subrecipients must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

2. Subrecipients and subSubrecipients will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
3. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). Subrecipients may reference their own cost principles that comply with the applicable Federal cost principles.
4. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) Awarding agency review.

1. Subrecipients and subSubrecipients must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the Subrecipient or subSubrecipient desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
2. Subrecipients and subSubrecipients must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:
 - i. A Subrecipient's or subSubrecipient's procurement procedures or operation fails to comply with the procurement standards in this section; or
 - ii. The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
 - iii. The procurement, which is expected to exceed the simplified acquisition threshold, specifies a ``brand name" product; or
 - iv. The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

3. A Subrecipient or subSubrecipient will be exempt from the pre- award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
 - i. A Subrecipient or subSubrecipient may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
 - ii. A Subrecipient or subSubrecipient may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the Subrecipient or subSubrecipient that it is complying with these standards. A Subrecipient or subSubrecipient will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the Subrecipient or subSubrecipient provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The ``bid guarantee'' shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A ``performance bond'' is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A ``payment bond'' is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions.

A Subrecipient's and subSubrecipient's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the Subrecipient or subSubrecipient including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by Subrecipients and their contractors or subSubrecipients)

4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by Subrecipients and subSubrecipients when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by Subrecipients and subSubrecipients in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the Subrecipient, the subSubrecipient, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Retention of all required records for three years after Subrecipients or subSubrecipients make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO APPROVE THE SALE OF VACANT RESIDENTIAL PROPERTIES IN
DELHI TOWNSHIP (KATE STREET: 33-25-05-11-357-005 AND 4443 HARDING AVENUE:
33-25-05-11-357-001) TO RICHARD FLOYD**

RESOLUTION # 15-

WHEREAS, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (the Act) establishes the State Land Bank Fast Track Authority; and

WHEREAS, the Act allows a foreclosing governmental unit, such as the Ingham County Treasurer, to enter into an intergovernmental agreement with the State Land Bank Fast Track Authority providing for the exercise of the powers, duties, functions, and responsibilities of an authority under the Act, and for the creation of a County Land Bank Fast Track Authority (the "Authority") to exercise those functions; and

WHEREAS, the Ingham County Treasurer, with Ingham County Board of Commissioners approval, has entered into such an intergovernmental agreement under the Act; and

WHEREAS, the Ingham County Land Bank Fast Track Authority received title to a residential vacant property in Delhi Township on Kate Street in January 2013 through the local unit rejection process; and

WHEREAS, the Ingham County Treasurer foreclosed on a vacant residential property in Delhi Township at 4443 Harding Avenue in 2015; and

WHEREAS, the Ingham County Treasurer intends to sell the property at 4443 Harding Avenue to the Ingham County Land Bank as a counter sale, utilizing the established pricing of \$1,350.00 for residential vacant lots; and

WHEREAS, the Land Bank has an established pricing mechanism it has used for the sale of buildable residential vacant lots, which equates to an approximate purchase price of each \$2,770 for each property; and

WHEREAS, the sale of the property is contingent on receiving a site plan or similar documents demonstrating planned improvements from the purchaser; and

WHEREAS, the Ingham County Land Bank Fast Track Authority has policies, procedures and administrative rules regarding the disposition of residential property to be used as a rental which require board approval;

THEREFORE BE IT RESOLVED, that the Authority authorizes Land Bank staff to negotiate the sale of the property on Kate Street (33-25-05-11-357-005) to Richard Floyd for the purchase amount between \$1,350.00 and \$2,770.00 and the sale of 4443 Harding Avenue (33-25-05-11-357-001) upon acquisition from the Ingham County Treasurer through the counter sale process to Richard Floyd for the purchase amount between \$1,350.00 and \$2,770.00. Both transactions would include a reverter clause stating that the buyer has 12 months upon conveyance of the properties to receive an occupancy permit from Delhi Township for both properties, or title of properties shall revert to the Ingham County Land Bank and the buyer shall forfeit all considerations paid.

AYE:
NAY:
ABSENT:



October 1, 2015

To: Ingham County Land Bank Board Members

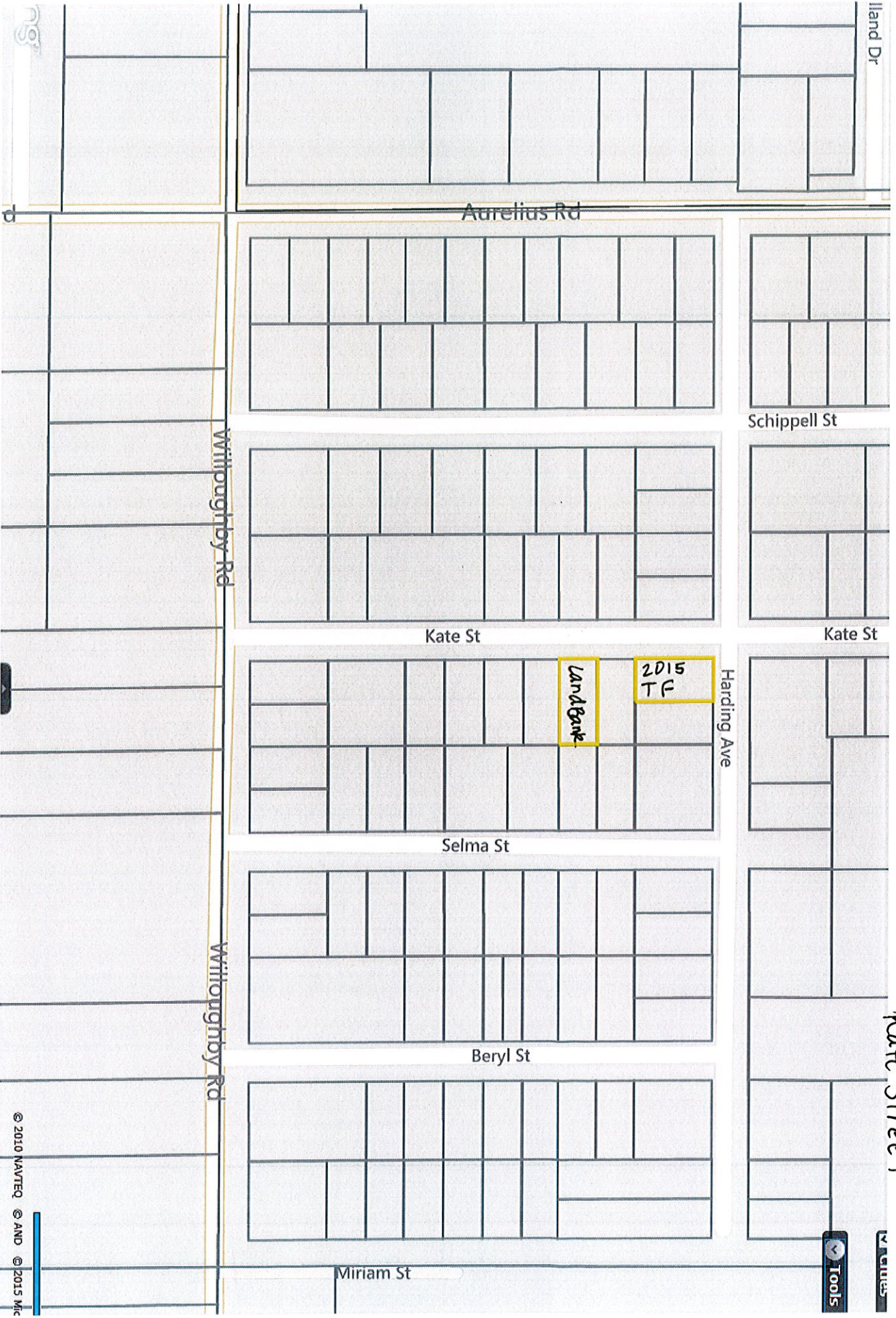
From: Jeff Burdick, Executive Director

Subject: Request to purchase the vacant lots in Delhi Township on Kate Street and 4443 Harding Avenue by Richard Floyd

Richard Floyd has inquired about purchasing two vacant lots on the same block in Delhi Township in order to construct residential duplexes. The Land Bank's Policies, Priorities, and Procedures state that residential land transfers shall not be used as rental properties. It further states that any deviations from policies must be approved by the Land Bank's Board of Directors. In your packet, you will find a map depicting the location of each of these properties.

The property on Kate Street was foreclosed on for property taxes in 2012 and has been in the Land Bank inventory since January 2013. The property at 4443 Harding Avenue is a 2015 tax foreclosure and is currently owned by the Ingham County Treasurer. The Treasurer intends to use the Land Bank as its agent to sell the property through the counter sale process, thus allowing the Land Bank to gain specific tax capture by subsequently selling the property to Mr. Floyd. The Treasurer's pricing for tax foreclosed residential vacant properties is \$1,350.00. Land Bank staff has suggested that each property should be sold for \$2,770.00, which equates to approximately 0.53 cents per square foot. This is a pricing mechanism that was previously established for buildable residential lots in Lansing. Although staff is no longer using this figure in selling side lots in Lansing, it is still viewed as a relevant for properties that are going to be built on. The Board can authorize staff to negotiate with Mr. Floyd based on these two established price points for the property.

Staff Recommendation: Staff recommends approval of the sale of the vacant lot on Kate Street and the vacant lot at 4443 Harding Avenue in Delhi Township with a reverter clause stating that an occupancy permit from Delhi Township must be received for both properties within 12 months of the sale. Staff also recommends that the Board authorize it to negotiate with Mr. Floyd regarding the sales price of the two properties, noting the Treasurer's pricing mechanism for counter sales and the Land Bank's pricing mechanism for building residential vacant lots.



Kate Street



Communications Update October 2015

Strategy and Tactic Updates:

OBJECTIVE ONE: Increase understanding of the Ingham County Land Bank and its role in the community.

- STRATEGY ONE: Develop and implement processes and concepts for common communications functions including media, events, presentations, etc.
 - TACTIC: Host neighborhood fall event to increase Land Bank recognition and project awareness.
 - The Land Bank will host an open house event on October 22, 2015 from 4 p.m. to 6 p.m. at the Land Bank office. A project plan has been developed and outreach will begin October 5.
 - Land Bank neighbors, friends, colleagues and stakeholders are invited to the Land Bank for snacks, refreshments and office tours. The goal is for guests to leave with a better understanding of the Land Bank's role in the community.
- STRATEGY SIX: Celebrate the Ingham County Land Bank's 10th anniversary.
 - TACTIC: Develop, design and distribute 2015 impact/10th anniversary report.
 - The team is currently working with a designer to determine project scope and needs.
 - TACTIC: Host 10-year anniversary party.
 - The Land Bank will host a 10-year anniversary party on December 8, 2015 from 4 p.m. to 6 p.m. at the Ash Street Redevelopment. The team is working to develop a project plan.

OBJECTIVE TWO: Support home sales efforts and increase the number of homes sold. In 2015, we will focus on selling the remaining NSP2 homes as well as the South Lansing condominiums.

- STRATEGY ONE: Target LISA buyers to sell 20 LISA homes in 2014.
 - TACTIC: Assess and implement advertising and direct marketing efforts.
 - The remaining two NSP2 homes have offers.
 - Eden Glen condominium ads and outreach have increased inquiries according to one of the properties' real estate agents.
 - Ads and outreach featuring 1132 Comfort Street, 636 Julia Street, 1025 Poxson Avenue and 1017 Princeton Avenue are currently in circulation.

OBJECTIVE THREE: Increase visibility for vacant land, non-single family residential and commercial properties, investments and redevelopment projects.

- STRATEGY ONE: Perform audit of commercial properties.
 - TACTIC: Identify key commercial properties to promote.

- The Land Bank and P&G teams have launched a non-single family residential property push targeting the following properties: North and Seager, Magnolia, Beaver and Center, Center and Liberty. A full plan for outreach has been developed including direct marketing to developers and working with an architect to help developers and potential buyers envision the potential of different sites.
- Commercial property fliers and signage are in the development process.

Measurement of Success:

Homes and Properties Sold YTD: 27

- 1715 Bailey
- 119 W Grand River Ave
- 6155 Scotmar
- 2030 (2028) Clifton
- 734 Cawood
- 1216 W Ottawa
- 400 S Fairview Avenue
- 3704 Maybel Street
- 1409 W Mt Hope
- 807 Clayton
- 920 Hickory
- 1005 Poxson
- 422 S Magnolia Avenue
- 548 Norman
- 1730 Maisonette
- 1310 W Allegan
- 1616 Coleman
- 1139 W Maple
- 1135 Dakin
- 1417 N Jenison
- 326 Isbell Street
- 532 Tisdale Avenue
- 1512 E Kalamazoo
- 6141 Scotmar Drive
- 1220 Massachusetts Avenue

Homes with Accepted Offers as of September 29: 6

- 1125 Allen Street
- 1142 Camp Street
- 1132 Comfort Street
- 4817 Sylvester Avenue
- 422 Adams Street
- 427 W. Randolph (Hosana House)

Media Analysis: Analysis of the quality of media coverage and quantity of storytelling opportunities.

- Jeff was a guest on WKAR Current State Neighbors in Action segment and discussed the Lansing Love Your Block initiative with Andi Crawford, Lansing neighborhood resource coordinator.
 - Current State is, “Mid-Michigan's news destination for the informed, the caring and the curious. Current State features news and issues, arts and attitudes and the personalities that make the heart of Michigan beat.” The show is broadcasted by Michigan State Public Media at 9 a.m. and 6 p.m. weekdays on 90.5 FM and 12 p.m. on AM 870.
 - Overall positive story and exposure opportunity for the Land Bank.

Media Clips:

9/9/2015	WKAR	Neighbors in Action: Lansing Love Your Block	http://wkar.org/post/current-state-602-september-9-2015
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Social Media Metrics:

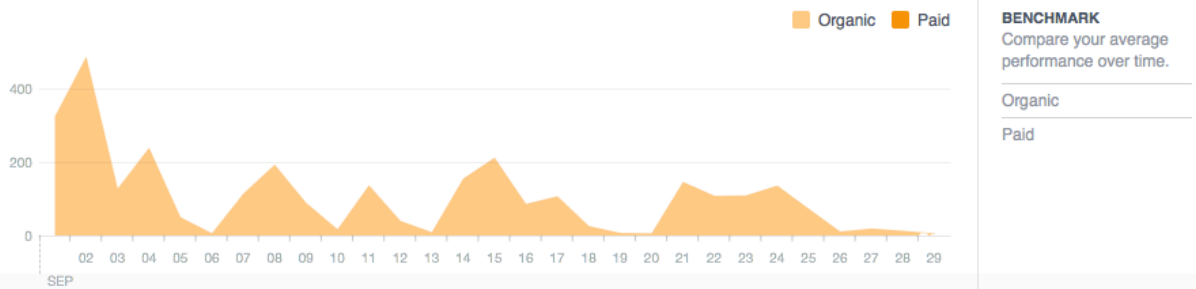
- Current Facebook Fans: 1,661 Likes (up from 1,656).
- Current Twitter Followers: 959 (up from 948).
- The word cloud below represents the most frequent terms appearing on the Land Bank's Facebook page. This gives us a good idea of what topics are resonating the most.



- The total reach graphic below represents the total number of people who saw a given post. This includes fans and non-fans, reaching people within their news feeds, on the Land Bank page and as shared by friends.

Total Reach

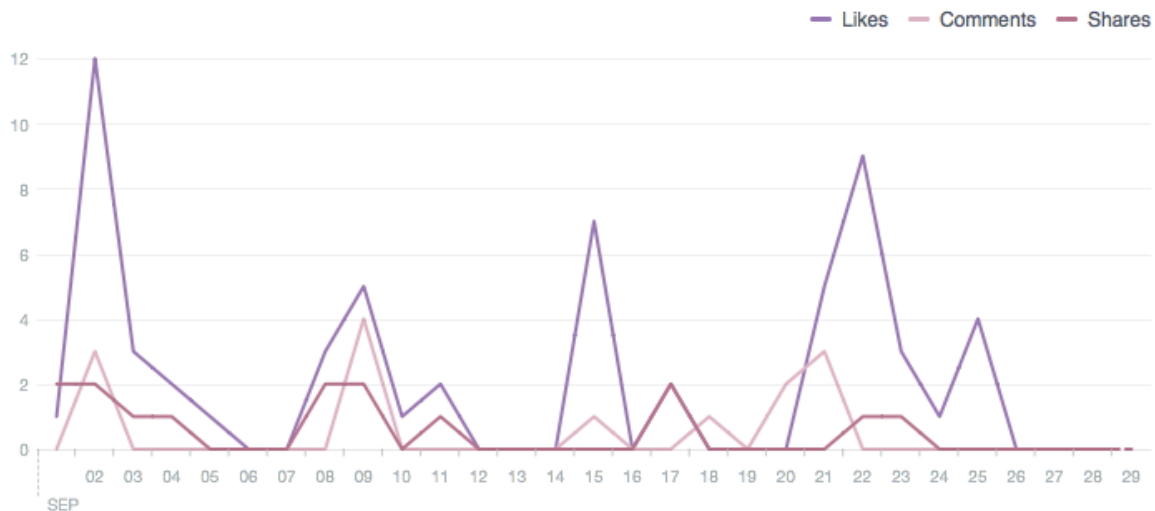
The number of people who were served any activity from your Page including your posts, posts to your Page by other people, Page like ads, mentions and checkins.



- The graphic below represents the number of people interacting with each post by means of likes, comments and shares.

Likes, Comments, and Shares

These actions will help you reach more people.



- Posts with the largest impressions this month include:
 - Center for Financial Health homebuyer workshop
 - Home project tips by Lifehacker.com
 - Ingham County Land Bank by the numbers graphic
 - 1025 Poxson Avenue
 - 1738 Maisonette Drive
- Facebook complaints have decreased in comparison to last month. The current process is: Land Bank staff check SeeClickFix daily to address property questions or concerns and P&G and the Land Bank team work together to address each Facebook post. This process has proven successful this month. A delay in response is due to the complaint falling on a weekend. Below is the social media complaint instance from this month.



Tam Arend ▶ **Ingham County Land Bank**

September 18 at 4:53pm · 🌐

Ingham County Land Bank when is the demolition to take place on Dakin street? We we're told it would be done between Sept 10th and Oct 9th and we only have a few weeks to go before the 9th is here. Would like to keep updates on this please.



Like



Comment



Share

Most Recent ▾



Ingham County Land Bank Hi Tam - We've not forgotten about you. Bear with us as we get you up to date information on the demo timeline. Thanks for your patience!

Like · Reply · Commented on by Veronica Gracia-Wing [?] · September 21 at 4:21pm



Tam Arend I sure hope what was told to us what not just a way to pacify us, this is our neighborhood and need it to be safe for everyone.

Like · September 21 at 4:25pm



Write a reply...



Ingham County Land Bank Tam - Bolle Contracting has been assigned to this property, so the demolition process has been initiated. Because of the nature of demolitions (dates are often fluid) and the specific challenges of this particular property, the timeline for the structure to come down is now before the end of October. Again, we appreciate your continued patience and understanding. If you have additional questions, please contact Jeff at 517-267-5221.

Like · Reply · Commented on by Veronica Gracia-Wing [?] · September 21 at 4:58pm

INGHAM COUNTY LAND BANK
ACTIVITY REPORT
September 30, 2015

Property Inventory	Inventory as of 12/31/2014	Acquired as of 9/30/2015	Rental or Garden as of 9/30/2015	Demolished as of 9/30/2015	Sold as of 9/30/2015	Current Inventory as of 9/30/2015
Structures	344	13	(6)	(113)	21	217
Rentals	29	0	6	0	0	35
Gardens	109	0	2	3	0	114
Vacant Land	631	0	(2)	110	17	722
Commercial Rental	3	0	0	0	0	3
Commercial Vacant	14	0	0	0	0	14
Commercial	6	1	0	0	0	7
TOTAL(S)	1,136	14	0	0	38	1,112

Land Contracts (L/C)	Current L/C as of 9/30/2015
L/C Residential	20
L/C Commercial	2
L/C Total	22

Approved Line of Credit as of 9/30/2015	
Total Line of Credit	\$ 5,000,000.00
Obligated	\$ 4,525,000.00
Available Balance	\$ 475,000.00

For Sale (by Program)	Pending Sales as of 9/30/2015	Sold as of 9/30/2015	Current For Sale as of 9/30/2015
NSP1	0	1	0
NSP2	2	6	0
HOME	2	2	2
CDBG	0	3	1
LB	1	8	2
Eden Glen	0	1	15
TOTAL(S)	5	21	20

ICLB - For Sale								
Parcel #	Address	AMI	Program	Agent	Listing Exp.	Price	Accepted	Closing
33-01-01-22-281-061	1225 Allen Street	120%	NSP-2	Mitch C.	11/19/2015	\$55,000	\$55,000	
33-01-01-10-327-021	1142 Camp Street	120%	NSP-2	Maggie G.	1/15/2016	\$45,000	\$45,000	
33-01-01-08-332-031	1132 Comfort Street	80%	HOME	Mitch C.	1/16/2016	\$80,000	\$80,000	
33-01-01-33-433-121	636 Julia Street	80%	HOME	Brian H.	1/8/2016	\$64,500		
33-01-01-29-232-211	1025 Poxson Avenue	80%	HOME	Adriane L.	1/27/2016	\$62,600		
33-01-01-31-354-021	4817 Sylvester Avenue	80%	HOME	Adriane L.	TBD	\$72,000	\$72,000	
33-01-01-17-135-151	1705 S. Genesee Drive	80%	HOME	ICLB			Unfinished	
33-01-01-32-302-005	4529 Pleasant Grove Road	80%	HOME	ICLB		TBD	Unfinished	
33-01-05-06-455-051 (061)	6057-61 Wise Road	80%	HOME	ICLB			Unfinished	
33-01-01-28-283-092	(623) Tisdale Avenue	80%	HOME	City			Unfinished	
33-01-01-20-411-001	(1603) Park Avenue	80%	HOME	City			Unfinished	
33-01-01-17-452-311	(1325) W Lenawee Street	80%	HOME	City			Unfinished	
33-01-01-08-428-291	1017 Princeton Avenueue	80%	CDBG	Mitch C.	12/13/2015	\$69,000		
33-01-01-08-176-201	1600 W. Willow Street	80%	CDBG	City			Unfinished	
33-01-01-22-131-081	1035 Morgan Street	80%	CDBG	ICLB			Unfinished	
33-01-01-09-431-191	422 Adams Street	n/a	LB	Brian H.	1/22/2016	\$57,000	\$57,000	
33-01-01-08-176-461	1517 Redwood Street	n/a	LB	Adriane L.		\$50,000*		
33-21-01-07-357-013	3426 W. Saginaw	n/a	LB	Maggie G.	1/15/2016	\$95,000	Unfinished	
33-01-05-08-202-011	6115 Yunker Street	n/a	LB	Maggie G.	1/16/2016	\$52,500		
33-01-01-31-203-061	3100 Glenbrook Drive	n/a	LB	ICLB		\$73,900*	Unfinished	
33-01-01-31-153-221	4012 Hillborn Avenue	n/a	LB	ICLB			Unfinished	
As Is - Unrenovated								
33-01-01-10-205-222	1631 Ohio Avenue	n/a	LB	ICLB		\$14,900*	unrenovated	
33-01-01-17-253-071	1314 W. Ionia	n/a	LB	ICLB		\$9,900*	unrenovated	
33-01-01-35-376-151	4627 Eastlawn Drive	n/a	LB	ICLB		\$17,500*	unrenovated	
33-01-01-22-280-001	1201 Lathrop Street	n/a	LB	ICLB		\$18,500*	unrenovated	
33-01-01-04-328-452	427 W. Randolph	n/a	LB	ICLB		\$22,000	\$5,000	
Eden Glen Condominiums								
33-01-05-10-227-041	1738 Maisonette Drive	n/a	LB	Adriane L.	11/13/2015	\$49,500		
33-01-05-10-227-030	6159 Scotmar Drive	n/a	LB	Maggie G.	10/29/2015	\$48,000		
33-01-05-10-227-020	6139 Scotmar Drive	n/a	LB	ICLB			Do Not Show	
33-01-05-10-227-076	1703 Maisonette Drive	80%	CDBG	Mitch C.	10/29/2015	\$49,500		
33-01-05-10-227-068	1723 Maisonette Drive	80%	CDBG	Mitch C.	10/29/2015	\$49,500		
33-01-05-10-227-061	1733 Maisonette Drive	80%	CDBG	Brian H.	10/30/2015	\$49,500		
33-01-05-10-227-064	1739 Maisonette Drive	80%	CDBG	Brian H.	10/30/2015	\$49,500		
33-01-05-10-227-078	1707 Maisonette Drive	80%	CDBG	Maggie G.	10/30/2015	\$49,500		
33-01-05-10-227-069	1725 Maisonette Drive	80%	CDBG	Adriane L.	10/28/2015	\$49,500		
33-01-05-10-227-063	1737 Maisonette Drive	80%	CDBG	Adriane L.	10/28/2015	\$49,500		
33-01-05-10-227-053	1745 Maisonette Drive (3 Bdm)	80%	CDBG	Adriane L.	10/28/2015	\$52,500		
33-01-05-10-227-002	6103 Scotmar Drive	80%	CDBG	Maggie G.	10/30/2015	\$49,500		
33-01-05-10-227-022	6143 Scotmar Drive	80%	CDBG	Joyce W.	10/30/2015	\$49,500		
33-01-05-10-227-007	6113 Scotmar Drive	80%	CDBG	Joyce W.	10/30/2015	\$49,500		
33-01-05-10-227-009	6117 Scotmar Drive (3 Bdm)	80%	CDBG	Mitch C.	11/29/2015	\$52,500		
33-01-05-10-227-017	6133 Scotmar Drive	80%	CDBG	Maggie G.	10/30/2015	\$49,500		
2015 Tax Foreclsoures								
33-01-01-08-454-091	818 Holten Street	n/a	TF			\$55,000*		
33-01-01-15-478-111	501 Shepard Street	n/a	TF			\$49,900*		
33-01-05-05-376-111	5844 Valencia Blvd.	n/a	TF			\$50-53,000*		
33-01-05-10-205-133	6140 Beechfield Drive	n/a	TF			\$47,500*		

Last Updated: 9/30/2015 -- Saved on the L:\Sales Team\White Board Updates

Asterisk (*) indicates Broker Price Opinion

Co-signer app in review by UW

Application in review w/ new MSHDA AMI

New Offer 9/25/15

New Offer 9/24/15

Appraisal Ordered 9/24/15

Appraisal Ordered 9/29/15

In UW

Updated BPO requested 9/30/15

Hosana House - K. Bacon - 10/5 Board Mtg.

Ingham County Land Bank - Side Lot Tracking - Application Pending Close

#	Parcel ID #	Street Address	City/State/Zip	ICLB Program	Price	Application Name	Date Received	Application Status
1	33-01-01-10-411-171	E. Grand River (1548)	Lansing, MI 48906	NSP-2	\$ 860.00	Earl V. Fraker	6/18/2015	Pending Grant Close Out
2	33-01-01-21-477-090	Isbell Street (541)	Lansing, MI 48910	NSP-2	\$ 860.00	Louis Crenshaw	7/24/2015	TC Ordered 9/14/15
3	33-01-01-22-352-241	Lyons Avenue (1727)	Lansing, MI 48910	GLHC - 2009	\$ 860.00	John A. Wagner	7/20/2015	Closing Scheduled
4	33-01-01-08-255-051	(v/l) Roselawn Avenue	Lansing, MI 48915	LUR - 2010	\$ 860.00	Brenda Mills	4/10/2015	PA Sent 8/17/15
5	33-01-01-10-153-061	Ballard Road (1546)	Lansing, MI 48906	NSP-2	\$ 860.00	Ben DeGroot	6/30/2015	PA Sent 8/17/15
6	33-01-01-08-476-041	MLK Jr Blvd (912)	Lansing, MI 48915	HHF - Round 2	\$ 860.00	Lawton Hiner	7/31/2015	Pending Grant Close Out
7	33-01-01-09-307-031	N. Pine (1022)	Lansing, MI 48910	HHF - Round 2	\$ 860.00	Theodore Reuschel	6/22/2015	Pending Grant Close Out
8	33-01-01-09-307-131	W. Killborn (512)	Lansing, MI 48906	HHF - Round 2	\$ 860.00	Angeline McAllister	5/6/2015	Pending Grant Close Out
9	33-01-01-08-409-431	W. Maple Street (1215)	Lansing, MI 48915	NSP-2	\$ 1,596.00	Andrew Garza	7/17/2014	Pending Close Date
10	33-01-01-05-455-291	N. MLK Blvd. (931)	Lansing, MI 48915	HHF - Round 2	\$ 860.00	Stephan Williams	8/14/2015	Pending Grant Close Out
11	33-01-01-28-432-121	Denver Avenue (713)	Lansing, MI 48910	HHF - Round 1	\$ 860.00	Jason Dale	8/11/2015	Pending Grant Close Out
12	33-01-01-28-334-031	Astor Avenue (218)	Lansing, MI 48910	HHF - Round 1	\$ 860.00	Joseph Sheerin	8/15/2015	Pending Grant Close Out
13	33-01-01-10-303-181	N High Street (1115)	Lansing, MI 48906	NSP-2 Demo	\$ 860.00	Eduardo Alvarado	8/18/2015	TC Ordered 9/22/15
14	33-01-01-31-254-061	Fielding Drive (3002)	Lansing, MI 48911	CDBG Demo	\$ 860.00	Shaun Williams	8/14/2014	TC Ordered 9/22/15
15	33-01-01-10-181-211	Massachusetts Avenue (1214)	Lansing, MI 48906	NSP-2 Decon.	\$ 860.00	Arno Keaton	3/27/2015	Pending Grant Close Out
16	33-01-01-29-426-241	Dunlap Street (712)	Lansing, MI 48910	HHF Round 1	\$ 860.00	Michael Wickey	8/14/2015	Pending Grant Close Out

Ingham County Land Bank - Side Lot Tracking - Application Closed

#	Parcel ID #	Street Address	City/State/Zip	ICLB Program	Price	Application Name	Date Sold	Application Status
1	33-01-01-10-482-041	714 Mahlon	Lansing, MI		\$ 2,095.00	Jon Getchel	1/28/2015	Closed
2	33-01-01-06-129-101	3214 Westmont Avenue	Lansing, MI		\$ 1,000.00	Niurka Lopez	2/26/2015	Closed
3	33-01-05-10-176-181	(v/l) No Street Frontage	Lansing, MI		\$ 4,500.00	Holiday Park Realty, LLC	2/26/2015	Closed
4	33-01-01-32-481-011	4809 Delbrook Ave.	Lansing, MI		\$ 500.00	Raleigh Jones	3/25/2015	Closed
5	33-01-01-16-101-021	N. Sycamore (623)	Lansing, MI		\$ 900.00	Joe Vitale	4/20/2015	Closed
6	33-01-01-15-355-161	S. Pennsylvania Ave. (500)	Lansing, MI		\$ 2,000.00	Joe Vitale	4/20/2015	Closed
7	33-01-01-31-476-051	Ingham Street (4801)	Lansing, MI		\$ 1,390.00	Yolanda Delgado	4/29/2015	Closed
8	33-01-01-31-476-051	Ingham Street (4801)	Lansing, MI		\$ 6,490.00	Josh Martelli	4/29/2015	Closed
9	33-01-01-15-408-061	(v/l) E. Kalamazoo	Lansing, MI		\$ 941.00	J. Daniel Enquist	5/5/2015	Closed
10	33-01-01-17-204-221	W. Saginaw Street (1205)	Lansing, MI		\$ 878.00	Marziya Toghyan	5/7/2015	Closed
11	33-02-02-29-256-001	(v/l) Aztec Way	Okemos, MI		\$ 1,200.00	Mary Govoni	5/26/3015	Closed
12	33-19-10-08-202-012	Center Street (320)	Mason, MI		\$ 5,000.00	TA Forsberg	7/16/2015	Closed
13	33-19-10-08-202-012	W. Columbia (409)	Mason, MI		\$ 5,000.00	TA Forsberg	7/16/2015	Closed
14	33-01-01-08-331-011	(v/l) Cawood Street	Lansing, MI 48915	LUR - 2006	\$ 860.00	Carl Price	9/9/2015	Closed
15	33-01-01-05-351-071	Melvin Court (2110)	Lansing, MI 48917	NSP-2 Demo	\$ 860.00	Helen Fitzgerald	9/23/2015	Closed
16	33-01-01-04-102-351	(v/l) W. Sheridan Road	Lansing, MI 48906	LUR - 2014	\$ 860.00	Aidan Sprague-Rice	8/5/2015	Closed

Last Updated: 9/30/15 -- Saved on the L:\Sales Team\Vacant Lots\Sale Documents\Updated Documents\Residential Side Lot - Sales Tracking



September 30, 2015

To: Ingham County Land Bank Board Members
Jeff Burdick, Executive Director

From: Rawley Van Fossen, Property Disposition & Community Relations Manager

Subject: Financing – Eden Glen Condominiums

As requested by the Executive Director, below is a staff update pertaining to the units owned by the Land Bank in the Eden Glen condominium complex. In its entirety, the Eden Glen complex is comprised of 80-units. To date, the Land Bank holds ownership over 37-units. The breakdown of those 37-units is as follows:

- 17 licensed rentals
- 15 renovated and currently listed for sale
- 5 unrenovated, and once rehabbed will be listed for sale

In July of this year, staff began actively working with Flagstar Bank to gauge their interest and ability to support financing options within the Eden Glen complex. Staff is working with Chris Aikens, Vice President of Community Development of Flagstar Bank, in providing necessary documentation and data on the condo association, insurance policy, and units owned, to determine Flagstar's ability to support financing options..

Flagstar reached a point where they wanted to apply for a Project Eligibility Review Service (PERS) within Fannie Mae and HUD. PERS is a special program offered to lenders on non-FHA approved sales, which would allow them to sell the loan on the secondary market, and thus provide warranted loans.

The ratio between owner-occupancy and rental units has come in to question by Fannie Mae and HUD with regards to Flagstar's PERS review. However, Flagstar presented a possible solution that may provide a route to get the PERS review approved. By the end of this week, staff will be providing Flagstar with up-to-date data on all 80-units owned in the Eden Glen.

If the ratio fits within their guidelines, then Flagstar may be in a position to move forward and offer financing on the 15-renovated units for-sale now, and the 5-unrenovated units that eventually will be rehabbed for-sale – all too owner-occupied buyers per our restrictive covenant.

Staff should have a new update from Flagstar Bank by Friday October 9, 2015.

User: JEFF

CHECK DATE FROM 09/01/2015 - 09/30/2015

DB: Iclb

Check Date	Check	Vendor Name	Amount
Bank GEN			
09/04/2015	12429	LORA HOLEY	80.68
09/09/2015	12430	BOARD OF WATER & LIGHT	5,790.00
09/09/2015	12431	BOARD OF WATER & LIGHT	3,980.00
09/09/2015	12432	BOARD OF WATER & LIGHT	4,385.00
09/09/2015	12433	BOARD OF WATER & LIGHT	1,360.00
09/09/2015	12434	BOARD OF WATER & LIGHT	1,795.00
09/09/2015	12435	BOARD OF WATER & LIGHT	3,300.00
09/09/2015	12436	BOARD OF WATER & LIGHT	1,580.00
09/09/2015	12437	BOARD OF WATER & LIGHT	5,490.00
09/09/2015	12438	EDEN GLEN CONDO ASSOCIATION	6,680.00
09/09/2015	12439	CITY OF LANSING	28,110.00
09/09/2015	12440	CITY OF LANSING	66,763.54
09/09/2015	12441	Void	0.00
09/09/2015	12442	JOHN WIGENT	325.00
09/16/2015	12443	BOARD OF WATER & LIGHT	1,262.58
09/16/2015	12444	BOARD OF WATER & LIGHT	1,541.58
09/16/2015	12445	BOARD OF WATER & LIGHT	186.94
09/16/2015	12446	CONSUMERS ENERGY	208.07
09/16/2015	12447	CONSUMERS ENERGY	233.92
09/16/2015	12448	CONSUMERS ENERGY	183.08
09/16/2015	12449	CONSUMERS ENERGY	24.00
09/16/2015	12450	CHARTER TOWNSHIP OF LANSING	26.80
09/16/2015	12451	HOME DEPOT CREDIT SERVICES	13.42
09/16/2015	12452	GRANGER CONTAINER SERVICE	929.90
09/16/2015	12453	COMCAST	222.41
09/16/2015	12454	BESCO WATER TREATMENT, INC.	70.15
09/16/2015	12455	COHL, STOKER & TOSKEY, P.C.	1,110.39
09/16/2015	12456	KUNTZSCH BUSINESS SERVICES INC	3,593.75
09/16/2015	12457	INGHAM COUNTY SHERIFF'S OFFICE	38.60
09/16/2015	12458	LILLIAN WERBIN	285.45
09/16/2015	12459	INGHAM COUNTY HEALTH DEPARTMENT	3,856.00
09/16/2015	12460	HASSELBRING CLARK CO	215.94
09/16/2015	12461	DBI BUSINESS INTERIORS	343.67
09/16/2015	12462	KEYSTONE MILLBROOK	379.98
09/16/2015	12463	CITY PULSE	925.65
09/16/2015	12464	REZUBERANT DESIGN	52.00
09/16/2015	12465	PLANTE & MORAN, PLLC	12,475.00
09/16/2015	12466	KWIK REPO INC	24,650.00
09/16/2015	12467	LANSING ICE & FUEL	610.68
09/16/2015	12468	EIKENHOUT, INC.	15.16
09/16/2015	12469	AMERICAN RENTALS INC.	90.00
09/16/2015	12470	DISCOUNT CARPET WAREHOUSE	1,866.52
09/16/2015	12471	BWB CLEANING	195.00
09/16/2015	12472	COMMERCIAL CLEANING	1,826.16
09/16/2015	12473	ADRIANE LAU	150.00
09/16/2015	12474	J & J HARDWOODS, INC.	2,350.00
09/16/2015	12475	ETC	4,592.50
09/16/2015	12476	RED CEDAR CONSULTING, LLC	656.00
09/16/2015	12477	KEBS, INC.	800.00
09/16/2015	12478	MIDWEST POWER EQUIPMENT	31.95
09/16/2015	12479	UNIVERSITY OF MASSACHUSETTS	396.00
09/16/2015	12480	MARK HODGE	190.00
09/16/2015	12481	UTV PARTS AND ACCESSORIES	42.98
09/16/2015	12482	KWIK CAR WASH	126.35
09/16/2015	12483	JIMMERSON ROOFING	6,030.00
09/16/2015	12484	BB CONTRACTING	3,606.00
09/16/2015	12485	PRECISION PIPING LLC	672.84
09/16/2015	12486	HOLDEN ELECTRIC, INC	87.75
09/16/2015	12487	J & A DRAIN CLEANERS	250.00
09/16/2015	12488	SCOTT FREDRICKSON CONSTRUCTION	295.00
09/16/2015	12489	HOLDERS HEATING & AIR	384.00
09/16/2015	12490	ROYAL PAINT COMPANY	17,540.00
09/16/2015	12491	DICK CORTRIGHT	190.00
09/16/2015	12492	CENTER FOR FINANCIAL HEALTH	2,400.00
09/16/2015	12493	LANSING CITY TREASURER	100.00
09/16/2015	12494	LANSING REGIONAL CHAMBER COMMERCE	450.00
09/16/2015	12495	BOLLE CONTRACTING, INC	86,070.00
09/16/2015	12496	ERADICO SERVICES INC	1,950.00
09/16/2015	12497	LJ TRUMBLE BUILDERS	40,767.00
09/16/2015	12498	MICHIGAN DEMOLITION & EXCAVATION	28,850.00
09/16/2015	12499	MICHIGAN FAIR CONTRACTING CENTER	300.00
09/16/2015	12500	SC SERVICES ENVIRONMENTAL	129,250.00
09/16/2015	12501	INGHAM COUNTY TREASURER	45,000.00
09/16/2015	12502	MCKISSIC CONSTRUCTION	4,910.00
09/16/2015	12503	NORTHWEST INITIATIVE	2,565.00
09/16/2015	12504	SECOND CHANCE EMPLOYMENT	1,350.00
09/16/2015	12505	ALL STAR SNOW REMOVAL	1,590.00
09/16/2015	12506	FRITZY'S LAWN & SNOW	4,850.00

10/01/2015 11:54 AM
User: JEFF
DB: Iclb

CHECK REGISTER FOR INGHAM COUNTY LAND BANK
CHECK DATE FROM 09/01/2015 - 09/30/2015

Page: 2/2

Check Date	Check	Vendor Name	Amount
09/16/2015	12507	HOLISTIC LANDSCAPE, INC	2,160.00
09/16/2015	12508	NICOLE BONVISUTO	12.95
09/16/2015	12509	INTEGRITY LAWN MAINTENANCE	3,645.00
09/16/2015	12510	DENNIS GRAHAM	357.36
09/16/2015	12511	JOHN KROHN	538.34
09/16/2015	12512	MICH STATE HOUSING DEV AUTHORITY	24,721.00
09/16/2015	12513	CITY OF LANSING	60,961.96

GEN TOTALS:

Total of 85 Checks:	668,262.00
Less 2 Void Checks:	450.00
Total of 83 Disbursements:	667,812.00

INGHAM COUNTY LAND BANK AUTHORITY
STATEMENT OF NET ASSETS
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET ASSETS
AUGUST 31, 2015

Assets	
Cash	\$ 103,510.60
Accounts Receivable	\$ -
Land Contract Receivable	\$ 1,088,214.91
Land Contract Interest Receivable	\$ 17,725.14
Land Contract Escrow	\$ 35,437.96
Notes Receivable	\$ -
Specific Tax Receivable	\$ 162,197.26
Payroll	\$ -
Employer Tax Liability CDBG	\$ -
Specific Tax Receivable - Prior Year	\$ 138,491.92
OCOF Nonprofit Receivable	\$ 5,322.68
Ingham County Receivable	\$ 3,458.52
Lansing City Receivable - General	\$ 2,489.32
CDBG County Receivable	\$ -
CDBG Receivable - Lansing Demo	\$ 0.01
CDBG Lansing Rehab Receivable	\$ 115,663.25
CDBG City TA Receivable	\$ -
NSP 3 Lansing City Receivable	\$ -
NSP County Receivable	\$ -
NSP 2 Receivable	\$ 33,309.15
HOME Lansing City Receivable	\$ 70,591.19
Michigan Blight Elimination Rec	\$ 98,826.00
MSDHA Ash Street Rec	\$ -
Brownfield Rec	\$ 10,865.00
Due from other funds	\$ 145,427.23
Inventory - NSP2	\$ 109,800.00
Inventory	\$ 2,893,212.90
Fixed Assets - Rental	\$ 881,353.01
Accumulated Depreciation - Rental	\$ (98,946.27)
Total Assets	\$ 5,816,949.78

Liabilities	
Accounts Payable	\$ 129,206.23
Notes Payable - PNC Bank	\$ 4,025,000.00
Due to MSHDA - NSP 2	\$ -
Due to Ingham County	\$ 955,251.26
Due to MSHDA	\$ 134,520.78
Due to City of Lansing	\$ 639,870.57
Due from other funds	\$ 145,427.23
Rental Deposit	\$ 14,430.68

INGHAM COUNTY LAND BANK AUTHORITY
STATEMENT OF NET ASSETS
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET ASSETS
AUGUST 31, 2015

Good Faith Deposits	\$ 7,504.00
Land Contract Escrow	\$ (3,439.93)
Deferred Revenue	\$ -
Employee Contribution - Health Car	\$ 4,990.97
Total Liabilities	\$ 6,052,761.79

Retained Earnings	\$ 604,763.96
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Total Net Assets	\$ (840,575.97)
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INGHAM COUNTY LAND BANK AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET ASSETS
AUGUST 31, 2015

Revenues	
Property Sales	\$ 353,521.69
NSP 1 City of Lansing Revenue	\$ -
NSP 3 City of Lansing Revenue	\$ -
HOME City of Lansing Revenue	\$ 271,642.58
HOME Sale Proceeds Revenue	\$ 86,757.39
Lansing Reinvestment Revenue	\$ 7,816.70
NSP 2 MSHDA Revenue	\$ -
NSP 2 MSHDA Admin Revenue	\$ -
NSP 2 Program Income	\$ -
NSP 2 General Revenue	\$ -
NSP County Revenue	\$ -
CDBG City TA Revenue	\$ -
CDBG Lansing Demo Revenue	\$ -
Brownfield Revenue	\$ -
Michigan Blight Elimination Rev	\$ -
Interest Income	\$ 71,206.35
Developer Fee Revenue	\$ 47,200.91
Rental Income	\$ 145,801.10
Garden Program Revenue	\$ 7,461.75
Specific Tax Revenue	\$ 162,197.26
Late Fee Revenue	\$ 2,470.21
Purchase Option Fee Revenue	\$ -
Miscellaneous Revenue	\$ 142.38
Donation	\$ 10,637.41
Property Maintenance Revenue	\$ 2,474.48
CDBG Revenue - Lansing Rehab	\$ 6,634.68
Ingham County Allocation	\$ 400,000.00
Total Revenues	\$ 1,575,964.89

Operating Expenses	
Costs of Projects	\$ 139,073.61
Supplies	\$ 6,245.35
Audit Fee	\$ 7,225.00
Communication	\$ 2,524.97
Security	\$ 2,135.11
Memberships	\$ 1,025.00
Rental	\$ 20,695.13
Equipment - Small Purchase	\$ 159.80
Vehicle Expense	\$ 3,168.15
Postage	\$ 1,752.89
Media	\$ 5,246.43

INGHAM COUNTY LAND BANK AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET ASSETS
AUGUST 31, 2015

Operating Expenses Cont.

Consultants	\$ 19,164.80
Bank Fee	\$ 944.76
Legal	\$ 10,732.44
Contractual Services	\$ 9,492.50
Software	\$ 23,583.52
Travel	\$ 3,893.66
Conferences	\$ 3,165.00
Payroll Reimbursement	\$ 270,562.72
Americorp Member	\$ 5,436.00
Interior Staging	\$ -
Housing Consultation/Counseling	\$ -
Insurance Property	\$ (2,783.97)
Insurance Property Eden Glen	\$ 1,359.24
Employer Tax Liability	\$ 18,819.94
Payroll Service	\$ 1,853.37
Workers Compensaton	\$ 6,197.63
Health Insurance Premium Expense	\$ 58,879.31
Section 125 Plan Admin Expense	\$ 1,080.00
401 (k) Plan Admin Expense	\$ 2,135.00
ERISA Bond Expense	\$ 130.00
Utilities	\$ 16,037.45
Building Maintenance	\$ 43,380.15
Lawn and Snow	\$ 136,505.00
Land Contract Default	\$ 170,397.84
Garden Program	\$ 27,282.32
Bicycle Share	\$ -
Rental Expense	\$ 81,275.19
Brownfield Debt Expense	\$ -
HOME Lansing City	\$ 596,454.37
Community Development Projects	\$ 832.65
Interest Expenses	\$ 21,215.93
Cristo Rey Community Center Exp	\$ -
NSP 1 Lansing City	\$ 96,349.65
NSP Ingham County	\$ 3.64
NSP 2	\$ 88,908.83
NSP 2 Program Income Expense	\$ -
NSP 2 Program Income Round 1 Exp	\$ 81,623.59
NSP 2 Program Income Round 2 Exp	\$ 9,001.76
NSP 3	\$ 25.18
CDBG Lansing Demo	\$ -
CDBG County	\$ -
CDBG Lansing Rehab	\$ 51,176.50

INGHAM COUNTY LAND BANK AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN NET ASSETS
AUGUST 31, 2015

CDBG City Technical Assistance	\$ -
Worthington Place - Leslie	\$ 29,384.44
Hardest Hit Fund Program	\$ 209,359.28
Blight Elimination	\$ 133,429.73
Total Operating Expenses	\$ 2,416,540.86

Total Net Assets, end of period	\$ (840,575.97)
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