

## PUBLIC NOTICE

Chair  
**ERIC SCHERTZING**  
Vice-Chair  
**BRIAN McGRAIN**

Appointed Members  
**REBECCA BAHAR-COOK, Treasurer**  
**DEB NOLAN, Secretary**  
**DEBBIE DE LEON**

### **Ingham County Land Bank Fast Track Authority**

422 Adams Street, Lansing Michigan 48906 517.267.5221 Fax 517.267.5224

**THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY WILL MEET ON MONDAY, OCTOBER 1, 2012 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 – August 6, 2012

Additions to the Agenda

Limited Public Comment – 3 minutes per person

1. Community Projects Update
2. Resolution to Approve the General Contractor Policy and Guideline Manual
  - 3a. Contractor (Vendor) Application Process – Linda Schonberg
3. Resolution to Approve the Ingham County Land Bank Vehicle Policy
4. Resolution Authorizing Chairman and Executive Director to sign City of Lansing Development Agreement for Neighborhood Stabilization Program 3 Funds
5. Resolution Authorizing Chairman and Executive Director to sign City of Lansing Home Housing Production Agreement
6. Resolution Authorizing Chairman or Executive Director to enter into lease with Option to Purchase Agreement
7. Property maintenance, renovation & development
  - a. Residential Property Update-Dashboard
  - b. Commercial Property Update
  - c. PROP Update
  - d. Garden Program
  - e. Vacant Lot Update
  - f. General legal update- Counsel
8. Accounts Payable & Monthly Statement
  - a. Accounts Payable Approval – August 2012
  - b. Monthly Statement – July & August 2012
9. Chairman & Executive Director Comments

Announcements

Public Comment – 3 minutes per person

Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC  
DEVICES OR SET TO MUTE OR VIBRATE TO AVOID  
DISRUPTION DURING THE MEETING**

**INGHAM COUNTY LAND BANK  
FAST TRACK AUTHORITY**

August 6, 2012  
Minutes

Members Present: Eric Schertzing, Comm. McGrain, Comm. Bahar-Cook,

Members Absent: Comm. Nolan, Comm. De Leon

Others Present: Mary Ruttan, Tim Perrone, Sandy Gower, Jason Kildea, Linda Schonberg

The meeting was called to order by Chairperson Schertzing at 6:05 p.m. Conference Room D & E of the Human Services Building, 5303 S. Cedar, Lansing.

Approval of the July 9, 2012 Minutes

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. BAHAR-COOK, TO APPROVE THE JULY 9, 2012 MINUTES. MOTION CARRIED UNANIMOUSLY.  
Absent: Comm. DeLeon, Comm. Nolan

Additions to the Agenda: None

Limited Public Comment: None

1. Community Projects Update

Chairperson Schertzing stated no one was present to address the board about a community project.

2. Resolution to Authorize the Chair to Execute the Offer to Purchase for 600 E. Michigan, Lansing from Gillespie Development, LLC

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. BAHAR-COOK TO ADOPT THE RESOLUTION TO AUTHORIZE THE CHAIR TO EXECUTE THE OFFER TO PURCHASE FOR 600 E. MICHIGAN, LANSING FROM GILLESPIE DEVELOPMENT, LLC.

Chairperson Schertzing stated this offer was based upon the one previously used for the Silver Dollar site. He also stated a potential user for first floor commercial space has

been identified. Chairperson Schertzing introduced Jason Kildea from Gillespie Development. Mr. Kildea stated the company is excited to get to work on the project and are ready to begin their due diligence process immediately, if approved. A 12 – 18 month timeframe is anticipated.

MOTION CARRIED UNANIMOUSLY.

Absent: Comm. DeLeon, Comm. Nolan

- 3.     Resolution to Approve the General Contractor Policy and Guideline Manual
- 3a.    Contractor (Vendor) Application Process – Linda Schonberg

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. MCGRAIN TO TABLE THE RESOLUTION TO APPROVE THE GENERAL CONTRACTOR POLICY AND GUIDELINE MANUAL TO THE OCTOBER 1, 2012 MEETING. MOTION CARRIED UNANIMOUSLY. Absent: Comm. DeLeon, Comm. Nolan

- 4.     Property Maintenance, Renovation & Development
- 4a.    Residential Property Update – Dashboard

Chairperson Schertzing stated the dashboard was included in the board packet. He highlighted that the number of structures in inventory has decreased significantly from the NSP demolition activities. He stated he attended a closing today and another is scheduled for tomorrow. Executive Director Ruttan stated we have received an offer on 912 Clyde. Comm. McGrain pointed out an error in the number of gardens. Chairperson Schertzing stated we can expect approximately 100 additional 2012 tax foreclosure properties to be added to inventory at year's end through the local unit rejection process. Executive Director Ruttan stated staff has been working to create updated protocols and priorities for vacant lot disposition.

- 4b.    Commercial Property Update

Chairperson Schertzing shared an email he had received from Dan Van Acker concerning progress he has made at the Keystone warehouse. We have received a letter of intent for 122 W Grand River, Williamston from a Portland woman who is interested in opening a bakery. She is interested in a 3 year lease with an option to purchase at the end. If negotiations progress, it would need to come to the board as an option to purchase. The tenant will incur all costs for renovating the building into a bakery. A downside of a lease is that the property will remain exempt from property tax for the City of Williamston. Executive Director Ruttan asked if the Board was philosophically opposed to the idea of renting a commercial space. Comm. Bahar-Cook stated proposals would have to be evaluated on a case-by-case basis, but that she was not opposed in theory. Comm. McGrain agreed.

- 4c.    PROP Update

Chairperson Schertzing stated 400 S Fairview was being added to the program with increased marketing.

4d. Garden Program

Chairperson Schertzing stated a lot on S Francis has been cleaned up for a raspberry patch. Jared Talaga has been working on establishing a handicap accessible garden. Comm. Bahar-Cook inquired as to the total number of gardens versus parcels. Chairperson Schertzing stated some “gardens” are composed of multiple parcels of land. Comm. Bahar-Cook requested Melissa Lott come to the October board meeting and provide a general update on the program. Comm. McGrain stated he thoroughly enjoyed the community garden tour.

4e. Vacant Lot Update

Chairperson Schertzing stated this was covered under the residential property update.

4f. General Legal Update – Counsel

Tim Perrone stated the 934 Clark construction lien issue has been settled and dismissal documents have been filed with the court. Stacy Lynch has signed a reaffirmation of her land contract as part of her bankruptcy. A response letter has been sent to Grace at Home. All work at 608 Leslie Street is to be completed within 21 days.

5. Accounts Payable & Monthly Statement

5a. Accounts Payable Approval – July 2012

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. BAHAR-COOK TO APPROVE THE ACCOUNTS PAYABLE FOR JULY 2012. MOTION CARRIED UNANIMOUSLY. Absent: Comm. DeLeon, Comm. Nolan

5b. Monthly Statement – June 2012

The June 2012 monthly financial statement was received and placed on file.

6. Chairman & Executive Director Comments

Chairperson Schertzing stated the REO Town Commercial Association will be holding an “Art Attack” art and music festival on the former Deluxe Inn site on September 8<sup>th</sup>. The Land Bank will be prominently featured in their marketing materials and sponsor lists. The Treasurer’s office is exploring the idea of a Housing Resource Center to help deal with landlord/tenant issues resulting from the property tax foreclosure process. The project will also be able to help get people to qualify for the 10-12 HOME projects the Land Bank will be doing with the City of Lansing.

Announcements: None

Limited Public Comment: None

The meeting adjourned at 6:40 p.m.

Respectfully submitted,

Joseph Bonsall

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO APPROVE THE GENERAL CONTRACTOR POLICY AND  
GUIDELINE MANUAL OF THE INGHAM COUNTY LAND BANK FAST TRACK  
AUTHORITY**

**RESOLUTION #12-15**

**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**, Section 4.08(d) of the Intergovernmental Agreement requires the Board to adopt policies to implement day-to-day operations of the County Authority;

**THEREFORE BE IT RESOLVED**, that the Authority approves the proposed General Contractor Policy and Guideline Manual subject to approval by the County Attorney.

Aye:   Nay:   Absent:



*General Contractor Policy and  
Guideline Manual*

This Manual was created in order to address general construction contractor requirements, policies and guidelines. Some requirements may differ depending on the funding source.

July, 2012





# Table of Contents

Section 1: General Contractor Requirements .....	4
General Expectations for Contractors .....	4
Ethical Practices .....	5
Minority and Women Owned Businesses and Section 3 Businesses.....	6
Local Vendor Preference Policy .....	9
Liquidated Damage .....	9
Retainage Guidelines .....	9
Weather Delay Guidelines .....	10
Renovation, Repair and Paint (RRP) Program.....	10
Discrimination Complaint Resolution & Appeal Process Concerning Contractors and Subcontractors .....	10
Dispute Resolution & Appeal Process Concerning Project Managers & Contractors/Subcontractors .....	11
Section 2: Applying to be a bidder .....	13
General Information .....	13
Section 3: Specifications .....	14
General Information .....	14
Section 4: Bid Process .....	15
General Information .....	15
Procurement Policies and Procedures .....	18
Sealed Bid Process .....	18
Section 5: Award of Contract .....	19
General Information .....	19
Section 6: Payment Procedures .....	20
General Information .....	20
Partial Draw Requests .....	20
Documents Required for Partial Payment.....	20
Documents Required for Final Payment.....	20
Contract Extension Guidelines.....	21
Change Orders .....	21
Section 7: Requirements for Federally Funded Projects .....	22
Excluded Parties List System (ELPS).....	22
Limited Denial of Participation.....	22
Byrd Anti-Lobbying Certifications .....	22
Equal Employment Opportunity .....	55
Lead Abatement Requirements .....	22
Lead Clearance Policy.....	23

Davis Bacon Act .....	23
The Contract Work Hours and Safety Standards Act .....	24
The Copeland “Anti-kickback” Act .....	24
WH-347 Wage & House Division Form.....	24
Patent Rights, Copyrights and Rights in Data Guidelines .....	24
Patents .....	24
What is Intellectual Property? .....	25
Governing Regulations Concerning Intellectual Property & Federal Grants .....	25
Inventions .....	25
Rights in Data .....	25

# Section 1:

## General Contractor Requirements

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### GENERAL EXPECTATIONS FOR CONTRACTORS

The Ingham County Land Bank expects the following from all approved contractors.

1. To perform all work in accordance with the Ingham County Land Bank's Technical Specifications including quality workmanship, subject to inspection and approval by the Ingham County Land Bank.
  - a. If the project manager finds the work unsatisfactory or if the contract relations between the contractor and other parties are found to be unsatisfactory, the project manager may remove your name from the approved list.
2. That proof of adequate insurance and Workers Compensation, and copies of any appropriate licenses, DBA documents and identification as your trade or governmental agencies require will be provided to this office at time of application, and will be **kept current at all times** throughout the term of work completion with the Land Bank. The Ingham County Land Bank is to be listed on your policies as an "Additional Insured" when under contract for a project. For current *Vendor Insurance Requirements* please visit our website or contact our office. These documents are required to be on file and current prior to the issuing of the Proceed to Work Notice for Construction Projects.
3. The Land Bank may withhold payments to the Vendor if the Vendor has not delivered policies of insurance and endorsement, or evidence of their renewal, as required.
4. The Ingham County Land Bank reserves the right to remove you from the contractor list if any of your licenses and insurance certificates expire and you do not provide us with updated copies.
5. That you will agree to follow to the US Department of Housing and Urban Development regulations pertaining to equal employment opportunity as they apply to any project or projects.
6. That all work will be done in conformance with all applicable codes and zoning regulations.
7. That you will conduct business (sign documents, submit bids and bills, etc...) under the name as it appears on the Contractor's license, other applicable licenses or DBA documents. The contract must be completed under the business name listed on the Contract and insurance must be maintained under that same name until the completion of the contract.
8. Signatures on all documents may only be those of qualifying officers and owners, not employees. If you would like to authorize someone within your company to sign on your behalf, please submit a request letter to the Land Bank Office signed by a qualifying officer or owner.

## **ETHICAL PRACTICES**

It is an expectation that contractors, their employees and their subcontractors will conduct themselves and their business in an ethical manner when working on Ingham County Land Bank construction projects. As a representative of the Land Bank, you are expected to uphold the philosophies and mission of the Land Bank when dealing with neighbors, staff, vendors and other people you may come in contact with during the course of the project. By accepting a contract with the Land Bank, you will be expected to conduct business practices within a high ethical and moral framework.

Contractors, their employees and their subcontractors should strive to:

1. Put loyalty to the highest moral principles and to put country above loyalty to government, persons, party, or department.
2. Uphold the Constitution, laws, and legal regulations of the United States, the State of Michigan, Ingham County, and of all governments therein and never be a party to their evasion.
3. Seek to find and employ more efficient and economical ways of getting tasks accomplished.
4. Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not; and never accept for him or herself or his or her family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his or her work duties.
5. Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of their work duties.
6. Never use any information coming to him or her confidentially in the performance of duties as a means for making private profit.
7. Expose corruption wherever discovered.
8. Uphold these principles, ever conscious that the Ingham County Land Bank is a public corporation.
9. Shall disclose in all good faith any conflicts of interest. It is the responsibility of each contractor and their employees and subcontractors to plainly point out when and where their own financial interests (or those of their friends or family) are entangled, or are likely to become entangled, with the duties of their position. The disclosure should be made in as public a manner as seems appropriate, being briefly repeated in each forum at which the matter arises. If a contractor, their employee or subcontractor wishes to disclose an involvement which had not yet arisen in the course of their business, or wishes to provide additional information about a matter which has, a proper format is to write a letter to the Executive Director, to be received and filed at the Land Bank office.
10. In regards to gifts other than political contributions: Even with all the problems of political fund raising, the fact that a gift to a public official is made in the form of a contribution to a campaign makes the gift comparatively easy to deal with because there are formal systems for regulating and reporting such gifts, and because they play a fairly well-defined role in our system of government. A gift to a candidate or official which is NOT a political campaign contribution is generally far more troublesome to deal with. Under appropriate circumstances, gifts may include providing cash or other tangible items. In the absence of any legitimate explanation, any direct gift of cash

from a person with a financial interest in the actions of the Land Bank is generally improper. It is not proper for a member of staff or Board Member to permit a private party with any substantial interest in Land Bank business to routinely and repeatedly pay for meals, travel, entertainment or lodging. In the absence of unusual circumstances, the receipt of a gift of insignificant value-for the purposes of this policy, less than \$25-is not improper.

Anyone---including Board Members, Land Bank employees, contractors, their employees and their subcontractors and members of the public---who suspects that unethical behavior is occurring, is encouraged to express their concerns to appropriate authorities.

It is the practice of the Ingham County Land Bank to encourage individuals who have sincere concerns about possible ethical problems to come forward with those concerns, even if they should eventually turn out to be unfounded. It is the practice of the Ingham County Land Bank that any individual who complains about a possible ethics problem is responsible only for the sincerity of the complaint, and is to be protected from discipline or other adverse employment outcome, to the extent the complaint was sincerely based at the time it was made.

Depending upon the circumstances, it may be proper to bring the concerns to one or more of the following:

- The Board Member or Land Bank employee or the contractor, their employee or their subcontractor whose conduct is questioned
- The Executive Director
- The Board of Directors
- The Board Chair

If the person believes the situation is serious enough to warrant formal review, or any initial contacts have not resulted in a satisfactory resolution, a written complaint should be addressed to the Executive Director, which will in turn trigger a formal review of the complaint.

If substantial proof exists to support complaints of unethical practices, the Land Bank reserves the right to dissolve business relationships with the contractor.

### **MINORITY AND WOMEN OWNED BUSINESS AND SECTION 3 BUSINESSES**

All contractors participating in any Ingham County Land Bank construction projects are required to take affirmative steps to solicit minority and women owned business enterprise firms as well as Section 3 registered businesses and eligible individuals as subcontractors to complete contract work which has been awarded.

#### **Minority and Women Owned Business Enterprise Firms**

Affirmative steps shall include the following:

1. Soliciting qualified minority and women owned business subcontractors to include placing them on solicitation lists when subcontractors are being solicited.
2. Affirming that minority and woman owned business subcontractors are solicited whenever they are potential sources.

3. Dividing overall obligations, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority and women-owned subcontractors.
4. Establish delivery schedules, where the requirement permits, which encourage participation by minority and women-owned business contractors.

In order to become a Certified Women Owned Business contact the Michigan Women Business Council at 734-677-1400 or [www.miceed.org](http://www.miceed.org). To inquire about becoming a Certified Minority Owned Business contact the Michigan Minority Development Council at 313-873-3200 or [www.mmbdc.com](http://www.mmbdc.com). To become a Certified Women Owned Business or Minority Owned Business for the purpose of bidding on State of Michigan contracts contact the Department of Management and Budget.

### **Section 3 Registered Businesses and Eligible Individuals**

The Section 3 provision of the Housing and Urban Development Act of 1968 requires all recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low-or very-low income residents in connection with projects and activities in their neighborhoods.

All requirements of Section 3 of the Housing and Urban Development Act of 1968 apply to the Ingham County Land Bank's construction contracts. Determine your eligibility as a Section 3 Business Concern and forward required documentation to the Land Bank office.

Visit our website or contact our office for documents that will assist you in meeting Section 3 guidelines.

### **Section 3 Contracting Policy for Housing Rehabilitation**

(Adopted 6/14/10)

The Section 3 provision of the Housing and Urban Development Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. All requirements of Section 3 of the Housing and Urban Development Act of 1968 apply to the NSP1 and NSP2 housing rehabilitation contracts.

The Ingham County Land Bank Fast Track Authority has established the following policy in order to meet Section 3 Requirements:

- All contractors who are awarded contracts in the amount of \$100,000.00 or more must meet the following responsibilities of Section 3. If the contractor or his subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and /or subcontracting opportunities to Section 3 residents and business concerns in the following manner:
  1. 30 percent of all new hires must be Section 3 Residents.
  2. 10 percent of construction contracts (subcontracts) must be awarded to Section 3 Business Concerns
  3. 3 percent of non-construction contracts must be awarded to Section 3 Business Concerns.
- Ten percent of the total dollar amount of all contracts for building trades work in connection with all housing rehabilitation contracts shall be awarded to Section 3 Business Concerns. Contractors that meet the definition of a Section 3 Business Concern may receive preference in bid award if their bid is within 5% of a non-Section 3 firms qualified low bid, and the bid from the Section 3 Business Concern is determined to be a qualified bid as well.

The Ingham County Land Bank requires that all approved contractors determine their eligibility as a Section 3 Business Concern. If eligible as a Section 3 Business Concern, they are required to turn in a Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability. This certification must be emblazoned with their Corporate Seal or be notarized, and must be accompanied by the attached statement of penalty for falsifying information. In addition, the contractor must provide the Ingham County Land Bank with a Resident Employment Opportunity Data form for each employee who qualifies as a Section 3 Resident.

Persons qualifying as Section 3 residents must meet one of the following criteria:

- A public housing resident residing within Ingham, Eaton or Clinton county; or
- A low or very low-income person residing within Ingham, Eaton or Clinton County (household income below 80% of area median income based on household size).
- A resident of Ingham, Eaton or Clinton County who meets at least one of the following criteria:
  - a. A current recipient of unemployment benefits or other government subsidies.
  - b. A returning Veteran
  - c. A recent college or vocational school graduate
  - d. Women in non-traditional careers
  - e. Youth build participants

Businesses seeking preference as a Section 3 Business Concern must demonstrate that it meets one of the following criteria:

- 51 percent owned by Section 3 residents residing within Ingham, Eaton or Clinton county; or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents residing within Eaton, Ingham or Clinton county, or within 3 years of the date of first employment with the business concern were qualified as Section 3 residents
- A business may also qualify as a Section 3 Business concern if it has a commitment to sub-contract in excess of 25% of the dollar award of all sub-contracts to be awarded to Section 3 Business Concerns. If a business wishes to utilize this method, a Section 3 Utilization Plan must be submitted with the bid, detailing the methods of reaching this requirement.

All Section 3 Business Concerns are required to document current employment data. Submit this data with your Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability. Current employment data must also be supplied to the Ingham County Land Bank upon award of each contract to a Section 3 Business Concern or to a contractor who enters into a contract of \$100,000.00 or more.

Contractors must also document efforts to hire Section 3 residents as well as documenting efforts to direct subcontracting opportunities to Section 3 Business Concerns. Contractors must also document efforts to award 3 percent of non-construction contracts to Section 3 Business Concerns, if applicable. This documentation must be submitted to the Ingham County Land Bank by Section 3 Business Concerns prior to request for final payment of each job, for verification purposes.

All contractors are further encouraged to have their local subcontractors determine their eligibility as Section 3 Business Concerns also, and to forward the above business and resident Certification and Resident Employee forms to the Ingham County Land Bank.

For more information regarding Section 3, visit <http://www.hud.gov/offices/fheo/section3/section3.cfm>

### **LOCAL VENDOR PREFERENCE POLICY**

Preference will be given to a vendor who operates a business within the legally defined boundaries of Ingham County. See Section 4 for more information on Procurement Policies including local vendors.

### **LIQUIDATED DAMAGES**

In the event that the Contractor fails to complete the work within the specified time, or extension of time granted by the Land Bank, the Contractor agrees to pay the Land Bank, as liquidated damages and not as a penalty, a sum to be stated in the executed contract, per unit, for each successive calendar day after the specified time that the work remains incomplete, except where the delay is at the request of the Land Bank, or otherwise beyond the control of and without the fault or negligence of the Contractor. The Land Bank may set off the liquidated damages from any payments due the Contractor.

### **RETAINAGE GUIDELINES**

Retainage: Retainage is a portion of the contract deliberately withheld until all work is complete to assure that the contractor will satisfy its obligations and complete the project. On construction contracts, retained funds may be withheld as follows.

- ❖ 10% shall be withheld from each invoice until payment exceeds 50% of the contracted amount. Contractor shall show retained funds as a negative on their invoice labeled "Retainage,"
- ❖ Should the contractor be making satisfactory progress at the 50% payment level, no further retainage shall be withheld.
- ❖ If the contractor is not making sufficient progress, a 5% retainage of the contracted amount shall be withheld. Again, the Contractor shall show retained funds as a negative on their invoice labeled "Retainage."

All withheld retainage amounts shall be paid to the Contractor once the following conditions are all met.

- 1) All written punch list items are complete to the satisfaction of the Project Manager.
- 2) All lien waivers are provided to the Land Bank.
- 3) All warranty and operation manuals for new materials installed through the General Contractor's contract are provided to the Land Bank. This should include items such as shingles, windows, siding, appliances, water heaters, furnaces, air conditioners, thermostats, garage doors and openers, exterior doors, and so on.



- 4) One, or more, insulation certificates are provided to the Land Bank to meet the requirements of the energy audit.
- 5) As applicable, a lead clearance exam and post-rehabilitation thermal rating is completed and any deficiencies rectified.
- 6) All required funding-based tracking data is submitted to the Land Bank.
- 7) All City/Township permits are closed and documentation is provided to the Land Bank.
- 8) Contractor provides Land Bank with an Invoice listing all Retainage Amounts and Dates

### **WEATHER DELAY GUIDELINES**

Weather-delayed items: In cases where certain weather-related portions of the project are delayed by the weather through no fault of the general contractor or his subcontractors, a contract addendum will be offered to complete the work when weather allows.

The terms of that addendum shall include, but not be limited to:

- 1) The sum of money to be withheld from final payment is to be 1-1/2 times the bid amount for that item or items.
- 2) The addendum shall include an end date which can only be extended due to further weather delays.
- 3) The addendum shall carry the same liquidated damages clause as the original contract.

### **RENOVATION, REPAIR AND PAINTING (RRP) PROGRAM CERTIFICATION**

**ALL** approved contractors must be registered with the EPA as a Renovation, Remodeling and Painting Firm. A copy of each contractor's EPA-issued certificate must be on file with the Land Bank to be a bidder on projects. Additionally, at least one employee must possess a Certificate for RRP Training from an accredited trainer. For more information on RRP, visit the EPA website at: <http://www.epa.gov/lead/pubs/renovation.htm#requirements> or contact the Land Bank office. For training opportunities, visit the State of Michigan Department of Community Health website at [http://www.michigan.gov/mdch/0,1607,7-132-2940\\_2955\\_2983---,00.html](http://www.michigan.gov/mdch/0,1607,7-132-2940_2955_2983---,00.html).

### **DISCRIMINATORY COMPLAINT RESOLUTION AND APPEAL PROCESS CONCERNING CONTRACTORS AND SUBCONTRACTORS**

While all efforts are made to avoid any actual or perceived sense of discrimination, the Ingham County Land Bank recognizes the possibility of complaints claiming discrimination on the basis of race, sex, national origin, religion, sexual orientation, gender identity or any facet of eligibility in the selection of contractors. The following process will be followed for such complaints.

1. **Complaints must be made in writing.** Contractors and Subcontractors are informed of the complaint procedure when they are selected.
2. **Complaints may be made by a Contractor or Subcontractor and will be addressed in a timely manner.** In any instance of such discrimination complaints, the initial contact person is

the Executive Director. Within 15 business days, the Executive Director shall investigate and respond to the complaint in writing to the individual (s) filing the complaint.

3. The Executive Director will review complaint and said findings and work towards resolution of the said complaint with all parties.
  - A. If resolution of complaint is reached, the Executive Director will report to the Chair of the Ingham County Land Bank's Board of Directors the results of complaint. Resolution of said complaint will be put in writing asking for signature and return of resolution form.
  - B. If no resolution is reached, the Executive Director will be instructed to inform the claimant that the following steps will be taken:
    1. If the individual(s) wishes to appeal the decision of the Executive Director they need to file a written complaint to the Chair of the Ingham County Land Bank's Board of Directors within 30 days of the Executive Director's written response.
    2. The Ingham County Land Bank Chairperson shall investigate and respond to the appeal request within 30 days.
    3. If unsatisfied with the Chair's decision then a written appeal may be made, within 30 days, to the Ingham County Land Bank Board of Directors.

If the individual filing the complaint does not accept the final decision of the Ingham County Land Bank's Board of Directors they shall be referred to the Michigan Department of Civil Rights Fair Housing Office at 800-482-3604.

### **DISPUTE RESOLUTION AND APPEAL PROCESS CONCERNING PROJECT MANAGERS AND CONTRACTORS/SUBCONTRACTORS**

1. Dispute resolution shall begin with the Project Manager. **Formal complaints must be made in writing.** Contractors and Subcontractors are informed of the complaint procedure when they are selected.
2. **Complaints may be made by a Project Manager, Contractor or Subcontractor and will be addressed in a timely manner.** A complaint is responded to by the Executive Director within 15 working days of the date of the complaint.
3. The Executive Director will review complaint and said findings and work towards resolution with all parties.
  - A. If resolution of complaint is reached, the Executive Director will report to the Chair of the Ingham County Land Bank's Board of Directors the results of complaint. Resolution of said complaint will be put in writing asking for signature and return of resolution form.
  - B. If no resolution is reached, the Executive Director will be instructed to inform the claimant that the following steps will be taken:

1. If the individual(s) wishes to appeal the decision of the Executive Director they need to file a written complaint to the Chair of the Ingham County Land Bank's Board of Directors within 30 days of the Executive Director's written response.
2. The Ingham County Land Bank Chairperson shall investigate and respond to the appeal request within 30 days.
3. If unsatisfied with the Chair's decision then a written appeal may be made, within 30 days, to the Ingham County Land Bank Board of Directors.

**Referral to Dispute Resolution Services Required If Conflict not Satisfactorily Resolved**

Should the above-listed efforts fail to resolve all outstanding issues; the Ingham County Land Bank will seek the services of the closest Dispute Resolution/Mediation Program.

**DISPUTE RESOLUTION CENTER OF CENTRAL MICHIGAN**

2929 Covington, Suite 201  
Lansing, MI 48912  
Phone (517) 485-2274  
Fax (517) 485-1183  
E-Mail [drccm.beauregard@tds.net](mailto:drccm.beauregard@tds.net)  
Contact: Karen Beauregard

**REINSTATEMENT TO BIDDERS LIST**

A contractor who is removed from the bidders list may, in writing, request reinstatement to the bidders list. Each request will be considered on a case by case basis. The contractor must include documentation to prove that the issue which caused them to be removed has been rectified.

## Section 2:

# Apply to be a Bidder

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### GENERAL INFORMATION

Contractors interested in appearing on the Ingham County Land Bank's Contractor Bidders list must first complete the Contractor Application, including W-9. Forms to complete are available on our website or contact the Land Bank Office for an application.

Contractors must be licensed for the trade they practice in accordance with state and/or federal licensing boards and requirements. A current copy of that license must be on file with the Land Bank in order to award a contract.

Contractors must carry liability insurance and workman's compensation insurance (as applicable by state statute) at limits that meet Land Bank requirements. For current *Vendor Insurance Requirements* please visit our website or contact our office.

Contractors must train and be EPA certified in Lead Based Paint Renovate, Repair and Paint (RRP) Program.

Contractors are highly encouraged to be trained and certified in Lead Based Paint Abatement according to the State of Michigan rules. Contractors without proper training and certification may not be asked to bid project involving lead abatement activities.

Once an application is received, all information will be verified and reference checked. Once approved, the contractor will be offered opportunity to bid within the current bidding rotation.

## Section 3:

# Technical Specifications

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### GENERAL INFORMATION

In many rehabilitation projects, technical specifications will be provided for that project. This document is the basis for bidding and becomes part of the contract. Questions regarding the prepared technical specifications should be directed to the Project Manager listed in the bid documents.

1. Specifications must be on-site at all times during construction.
2. Historic homes require special considerations during rehabilitation. Specifications for these homes will include a special Contractor Notice. Read these specifications carefully.
3. The *Instruction to Bidders* section of the specifications contain the legalities of the contract between the Land Bank and the contractor. Please read them when you receive your bid packet. Different versions of *Instruction to Bidders* may be found depending on the source of funding for that project.
4. The General Requirements apply to all contracts including trades contracts.
5. Change Orders are not valid until all parties have signed the document. If you choose to proceed with change order work prior to knowing signatures have been secured, you will not be paid for your work.
6. Contracts may include alternate method, material or activity. They may or may be accepted as a part of the contract. If you choose to proceed with contract alternatives without consulting the contract to see if they were accepted by the Land Bank, you will not be paid for your work.

# **Section 4:**

## **Bid Process**

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### **GENERAL INFORMATION**

The Ingham County Land Bank uses several styles of procurement. Rehabilitation projects may be bid out to General Contractors who provide pricing for the entire project. The Land Bank may also directly bid portions of a project to several subcontractors. In some cases, a sealed bid process is required while other projects are less formal and do not require the bids to be sealed.

### **PROCUREMENT POLICIES & PROCEDURES**

1. Any purchase of goods or services less than \$5,000.00 require the approval of the Chairman/Executive Director.
2. Any purchase of goods or services between \$5,000.00 - \$25,000.00 requires three written quotation request and approval by the Chairman/Executive Director.
3. Any purchase of goods or services over \$25,000.00 requires a formal sealed bid request and full board approval.
4. Request For Proposals will be used for a specific need and on all commercial re-development projects. They will be date and time specific. They will be opened and read publicly at the time and date specified in the proposal. Proposals received after the time and date specified will not be accepted.
5. Professional services are defined as unique, technical and/or infrequent functions performed by an independent contractor by education, experience and/or technical ability to provide services. Professional services engagements may involve partnerships, corporations, or individuals. The competitive bidding requirements are not applicable in the following circumstances:
  - a. Transactions between the Ingham County Land Bank and any other governmental unit;
  - b. Emergency repairs or services;
  - c. Real Estate purchases;
  - d. Sole-source purchases;
  - e. Construction purchases;
  - f. Professional services under \$25,000.00.

6. Preference will be given to a vendor who operates a business within the legally defined boundaries of Ingham County as follows:

To be considered for preference as operating a business within the legally defined boundaries of Ingham County, the vendor must register as a “registered local vendor”(RLV) by providing the Land Bank with a verifiable physical business address (not a P.O. Box) within Ingham County at which the business is conducted.

The RLV who submits a responsive quote which is within 5% of the lowest responsive quote shall be given the opportunity to reduce its quote to meet the lowest responsive Quote, and upon doing so, shall be considered to be the lowest responsive quote, provided however, that the initial lowest responsive quote is not from another RLV.

In the event that two (2) or more RLVs submit responsive quotes which are within 5% of the lowest responsive quote, the RLV with the lowest responsive quote shall be given the opportunity to reduce their quote to meet or be less than the lowest responsive quote, and upon doing so, shall be considered to be the lowest responsive quote, provided however, the initial lowest responsive quote is not from another RLV. In the event of a tie between two RLVs, where all other factors are equal in the sole discretion of the Land Bank, and where the Land Bank is unable to break the tie through additional negotiations, the award of the quote shall be by coin toss. However, negotiations shall be based solely upon the quote price, and the Land Bank shall not negotiate any changes to, or otherwise vary, the specifications, contract requirements or scope of work.

The RLV who submits a responsive proposal which includes a cost proposal which is within 5% of the cost of the lowest responsive proposal shall be given the opportunity to reduce its proposed cost to meet the cost of the lowest responsive proposal, and upon doing so, the proposal shall be evaluated as having a cost component which is the lowest; provided however, that the initial lowest responsive proposal is not from another RLV. Having the lowest cost proposal, however, does not necessarily result in the award of the proposal, because of other factors also being evaluated. In addition, a lowered cost proposal by an RLV which is premised upon, in whole or in part, changes to or variances to the published specifications, contract requirements or scope of work shall be considered non-responsive and will not be considered.

In the event that two (2) or more RLVs submit responsive proposals which are within 5% of the lowest responsive proposal, and the lowest responsive proposal is not from another RLV, the RLV with the lowest responsive proposal shall be given the opportunity to reduce the cost portion of their proposal to meet or be less than the cost component of the lowest responsive proposal. That proposal will be evaluated with the revised cost proposals. Having the lowest cost proposal, however, does not necessarily result in the award of the proposal, because of other factors also being evaluated.

If the RLVs who are given the opportunity to reduce cost quotes or proposals are unable or unwilling to reduce their quote or proposal costs to match the lowest responsive quote or proposal of a non-RLV, then the quote/proposal shall be awarded without regard to

RLV status.

RLVs who utilize non-RLVs as subcontractors for more than 50% of the value in a specific quote/proposal shall not be entitled to preference as a RLV for that specific quote or proposal.

When a RLV submits a responsive quote or proposal which is equal to a bid or proposal submitted by a non-RLV, then the responsive quote or proposal shall be awarded to the RLV.

The following purchases are exempt from the provisions of this policy:

- a. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety or welfare of the citizens of the County, or where in the judgment of the Land Bank the operational effectiveness or a significant Land Bank function would be seriously threatened if a purchase was not made expeditiously;
- b. Purchases with any sole source supplier for supplies, materials, or other equipment;
- c. Purchases between the Ingham County Land Bank and any other governmental unit.

Any person, firm, corporation or entity intentionally submitting false information to the Land Bank in an attempt to qualify for the local purchasing preference shall be barred from bidding on Land Bank contracts or a period of not less than three years.

Nothing in this policy shall be deemed to waive or constrain, in any manner, the sole discretion of the Land Bank, including, but not limited to:

- a. The right, in the exercise of sole discretion, to reject any and all quotes/proposals, waive any and all informalities and/or to negotiate contract terms with the successful bidder/vendor;
- b. The right, in the exercise of sole discretion, to disregard all nonconforming, non-responsive, unbalanced or conditionals quotes/proposals;
- c. The right, in the exercise of sole discretion, to evaluate the qualifications of the bidders/vendors, whether or not the quotes comply with the prescribed requirement, and alternatives and unit prices if requested in the quote/proposal forms;
- d. The right, in the exercise of sole discretion, to consider the qualifications and experience of subcontractors and other organizations (including those who are to furnish items of material or equipment), or to evaluate operation costs, maintenance considerations, performance data and guarantees of materials and/or equipment;
- e. To conduct such investigation as is deemed, in the exercise of sole discretion, necessary to assist in the evaluation of any quote/proposal and/or to establish the responsibility, qualifications and financial ability of the bidders/vendors, proposal



subcontractors and other persons or organizations to do the work in accord with the contract documents to the Land Banks satisfaction and/or within the prescribed time;

- f. The right, in the exercise of sole discretion, to reject the quote/proposal of any bidder/vendor who does not pass any such evaluation to the Land Banks satisfaction;
- g. The right, in the exercise of sole discretion, to reject all bids and suspend, discontinue or abandon the project/purchase, re-bid the project/purchase, or change or amend the requirements of the project/purchase.

Ingham County Land Bank will follow the same procedures regarding the Living Wage as directed by the Ingham County Board of Commissioners.

**Sealed Bid Process:**

1. When requested, Bids must be submitted in a sealed envelope with the project address or RFP Title and number. Bids must be date-stamped by Ingham County Land Bank at the time of submission.
2. Bids are opened promptly at the designated bid opening time. A late bid will not be accepted for consideration under any circumstances.
3. Mandatory attendance at Pre-Bid Meetings where lead paint hazards have been identified and at other Pre-Bid Meetings at the Project Manager's discretion.
4. All Bid documents must be completed and submitted. These documents may differ depending on funding sources or services requested.
5. List prices on all line items in the Technical Specifications provided. Contractors may supply additional page with project options or alternates. It is not guaranteed that they will be accepted.
6. Submit the cover sheet and all pages of the Technical Specifications or RFP to the Ingham County Land Bank by the stated due date to be considered. Failure to complete all items may result in disqualification.
7. Bids are thoroughly reviewed for completeness, costs and any options presented. Consideration is given for local vendors according to our policy. The most responsive bidder is offered a contract which may include an offer to match a non-local vendor's bid amount if the Local Vendor Preference Policy applies. Once a bidder accepts a contract, all other bidders are notified and a summary of bids is provided.

## Section 5:

# Award of Contract

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### GENERAL INFORMATION

In most instances, a contract will be awarded to a contractor based upon their bid. Occasionally with small awards (i.e. less than \$2,500), a contract may not be executed. When a contract is used, the following procedure will generally be followed:

- Once the Proposal has been accepted, the contractor will be invited to a Pre-Construction Meeting. These are generally mandatory.
- At the Pre-Construction Meeting, the contract is signed and the contractor must submit the Contractor Application if not already on file with the Land Bank.
- Contractors are not to start work on any project without all required documentation including a signed contract and a notice to proceed.
- The Contract lists the Time of Performance for the project.
- If options were presented or discussed and accepted the contract will include them. Be sure you verify which options have been accepted.
- If you perform work that is not accepted on the contract or was not approved PRIOR to completion, **you will not be paid for that work.**

# **Section 6:**

## **Payment Procedures**

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### **GENERAL INFORMATION**

The Land Bank publishes a yearly calendar of payment dates and due dates for invoices. It is available on our website or from the Land Bank office. Any Invoice received after the due date will be processed for the following payment date. All invoices must meet requirements in order to be paid. A copy of the Invoice Requirements is available at our website or at the Land Bank offices.

### **PARTIAL DRAW REQUESTS**

A contractor may request a partial draw as often as twice a month following the draw schedule provided at time of contract and available on our website. The draw can only be equal to or less than the work completed on the date of Invoice. No draws will be allowed for work that is not completed or for materials on site but not installed.

### **DOCUMENTS REQUIRED FOR PARTIAL PAYMENT**

- Invoice
- Partial lien waiver(s) from all subcontractors and all suppliers of any construction material.
- Sworn Statement (certain projects only)

### **DOCUMENTS REQUIRED FOR FINAL PAYMENT**

- Invoice
- Full, Unconditional lien waiver(s) from all subcontractors and all suppliers of any construction material.
- Contractor Warranty and Certification, under certain programs.
- Sworn Statement
- All Warranty, Guarantee and Operation Information on new products installed in the home.
- Copies of local jurisdiction's final-ed permits including dates of inspection (i.e. print out from City of Lansing Building Department) – Stickers are not sufficient.
- Submission of Insulation Certificate, as applicable
- Lead Clearance Exam Completed and Passed, as applicable
- Thermal Inspection Completed and Passed, as applicable
- Completion of all Punch List Items and re-inspected by Project Manager
- Request for Final Inspection: Contractor must contact the Project Manager at (517) 267-5221 or at (517) 580-8825 to schedule the final walk through.

**The Project Manager will:**

1. Walk through the project making sure all work is completed in a quality, workmanlike manner, to Land Bank standards as called for in the specifications and approved Change Orders, if any.
2. Prepare punch list of repairs if necessary, and transmit to contractor.
3. If lead clearance is needed, the Project Manager will order the clearance. The testing company will contact the contractor directly to schedule clearance tests.

**The Contractor will:**

1. Contact the appropriate Building Safety Inspector and schedule the Building Safety inspection. Please allow 3 to 4 days for scheduling of appointments.
2. Walk through the project and inspect work quality prior to contacting Project Manager.
3. Repair punch list items as required.
4. Contact the Project Manager to re-inspect if necessary.

**CONTRACT EXTENSION GUIDELINE**

Extensions to the contract end date may be issued by the Project Manager for the following reasons:

1. Unforeseen work must be completed to meet code requirements and were not included in the work specifications.
2. Hazardous conditions are discovered during construction that requires remediation.
3. Documented delays are encountered in getting inspections completed by code officials or lead/thermal inspectors.
4. Excessive weather related delays.
5. Land Bank staff alters the scope of work during construction which requires more time to complete.

Other extensions may be approved by either the Executive Director or the Board of Directors.

**CHANGE ORDERS**

A "Work Change Order" must be completed and signed by both the Project Manager and the Contractor. Details of the reason for the extension and the new end date, if applicable, must be included. Extension dates include time for thermal testing, lead testing, final building and trade inspections and time to complete punch list items. These items generally are considered to take two (2) weeks after contractor completes work.

## **Section 7:**

# **Requirements for Federally Funded Projects**

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When projects receive federal funds, there are often extra requirements that apply to them. Below are basic summaries of those requirements. It is suggested that any bidding contractor or subcontractor become familiar with them by visiting the on-line sources listed. Any questions should be directed to the Project Manager.

### **EXCLUDED PARTIES LIST SYSTEM**

The Excluded Parties List System (EPLS) is a centralized database that lists individuals or companies excluded from receiving federal contracts, federally-approved subcontracts, or certain types of federal financial and non-financial assistance and benefits. The Ingham County Land Bank compares those contractors and subcontractors applying for approval to bid on construction projects against this list. Please visit [www.epls.gov](http://www.epls.gov) for more information.

### **LIMITED DENIAL OF PARTICIPATION**

Limited Denial of Participation is a compliance sanction. As with the Excluded Parties List System, the Ingham County Land Bank compares those contractors and subcontractors applying for approval to bid on construction projects against this list. Please visit <http://www.hud.gov/offices/enforce/ecmemo.cfm> for more information.

### **BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Please visit <http://www.law.cornell.edu/cfr/text/45/2543.87> for more information.

### **EQUAL EMPLOYMENT OPPORTUNITY**

The contractor and all subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, religion, gender, sexual orientation, national origin or ancestry. EEO compliance needs to be included in all construction contracts.

### **LEAD ABATEMENT REQUIREMENTS**

The Ingham County Land Bank requires that anyone performing lead-based paint removal must meet the required criteria listed below:

- 1 You must comply with all requirements of:
  - The United States Department of Labor Occupational Safety and Health Administration

Part 29 CFR 1926.62 which applies to all construction work where an employee may be exposed to lead. Please visit [http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=10641](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10641) for more information.

- The Environmental Protection Agency 40 CFR Part 745 which addresses the identification of dangerous levels of lead. Please visit <http://www.epa.gov/lead/pubs/rrp-hud-req-oct11.pdf> and <http://www.epa.gov/lead/pubs/renovation.htm> for more information.
- The United States Department of Housing and Urban Development 24 CFR Part 35 which establishes procedures for evaluating if a hazard may be present, regulating or eliminating the hazard, and notifying occupants of the results and the steps that were taken. For more information please visit <http://www.hud.gov/offices/lead/library/enforcement/LSHRGuidance21June04.pdf> for more information.

- 2 Interim Controls: All workers performing interim controls must possess certification in Safe Work Practices, AND a State of Michigan Supervisor must be on site supervising work AT ALL TIMES. This is required for federally funded projects under \$25,000.
- 3 Lead Abatement: All contractors performing abatement must be a Michigan state certified Lead Abatement Contractor. A Michigan state certified Lead Supervisor must be on site at all times directly supervising labor during abatement activities. All workers performing abatement work must be supervised by the certified Lead Supervisor, and must possess certification as a Lead Abatement Worker. Contractors must notify the State of Michigan prior to beginning a Lead Abatement job. This is required for federally funded projects over \$25,000.

\*\*\*The Ingham County Land Bank encourages all general and trades contractors and workers to receive lead abatement training. For training opportunities contact the City of Lansing Development Office at 517-483-4040.

**Land Bank Office Lead Clearance Policy:** Contractors who fail lead clearance must pay for the failed clearance(s). All clearances must be ordered by the Project Manager. Failure to abide by this policy jeopardizes your status as an approved contractor for our construction projects. Payment must be made to the Ingham County Land Bank in cash, business check, or money order (no personal checks), and will be escrowed and used to pay the lead testing company. Payment for failed clearances must be received by the Land Bank office before payment to the contractor for the project will be released. Contractors may not re-order clearance testing on failed jobs.

#### **DAVIS BACON ACT (40 USC 276A TO 276A-7)**

Contractors and subcontractors must agree to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in the US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub grantees.

The Davis Bacon Act requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers not less than the predominate wage rates and fringe benefits for corresponding classes of laborers employed on similar projects in the area. The predominate wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts. Please visit <http://www.dol.gov/compliance/laws/comp-dbra.htm> for more information.

### **THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

This act was created to establish standards for hours of work and overtime pay of laborers and mechanics employed on work completed under contract for, or with the financial aid of, the United States and to promote health and safety in the building trades and construction industry in all Federal and federally financed or federally assisted construction projects. Please visit [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/labor\\_relations/olr\\_9501](http://portal.hud.gov/hudportal/HUD?src=/program_offices/labor_relations/olr_9501) for more information.

### **THE COPELAND "ANTI-KICKBACK" ACT**

The Copeland Anti-Kickback Act ensures that it is unlawful to force, intimidate or threaten procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by loans or grants from the United States, to relinquish any part of the compensation to which that person is entitled under a contract of employment. Please visit <http://www.hud.gov/local/shared/working/r10/olr/statutes.cfm?state=or> for more information.

### **WH-347 WAGE AND HOUR-DIVISION FORM**

This form, when properly completed, will satisfy the requirements of Regulations Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with federal or federally-aided construction-type contracts and subcontracts subject to the Davis-Bacon and related Acts. For more information and to print the form please visit <http://www.dol.gov/whd/forms/wh347instr.htm>.

### **PATENT RIGHTS, COPYRIGHTS AND RIGHTS IN DATA GUIDELINES**

The contractor agrees to comply with the Ingham County Land Bank's guidelines in regards to patent rights with respect to any discovery or invention and rights in data which arises or is developed in the course of or under such contract.

#### **Patents**

A patent is a grant from the federal government that allows the possessor of the patent to exclude others from utilizing inventive methods or material for a certain period of time. In the United States, the designation of a patent is twenty years from the date a patent application is filed. In return for the grant from the government, the patent holder must, through the publication of the patent, disclose the invention to the public.

Patents are legally defined as "any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof." Examples of patentable inventions include:

- new devices;
- chemical processes;
- novel computer systems and software; and
- methods of making and using genetically engineered products, including the products themselves.

The United States Patent and Trademark Office (PTO) is the administrator of the patent process.

### **What Is Intellectual Property?**

New creations, regardless of whether they are written compositions, new processes, computer software, new chemical compounds, music, or even new forms of plants or animals, are all considered intellectual property. From a legal point of view, intellectual property consists of

- patents,
- copyrights,
- trademarks, and
- related proprietary matters.

### **Governing Regulations Concerning Intellectual Property and Federal Grants**

The federal government typically maintains rights to the use of intellectual property that is established under federal grants. The government has the right to use the intellectual property on its own behalf and to authorize others to use the intellectual property when performing work for the government.

### **Inventions**

Federal law and regulations maintain that the federal government has the right to retain title to any inventions conceived or constructed, in whole or in part, in the course of federally funded grants and contracts. Patentable computer programs are covered by the federal law

### **Rights in Data (Copyrights)**

A grantee may copyright any work that is subject to copyright that was developed under a grant. It maintains for the federal awarding agency a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the work for federal purposes and to enable others to do so.

The government reserves the right to acquire, reproduce, publish, or alternatively use the data first produced under a federal grant and to authorize others to acquire, reproduce, publish, or otherwise use such data for federal purposes. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information. For more information you may visit [https://www.acquisition.gov/far/05-11/html/52\\_227.html#wp1139363](https://www.acquisition.gov/far/05-11/html/52_227.html#wp1139363) .

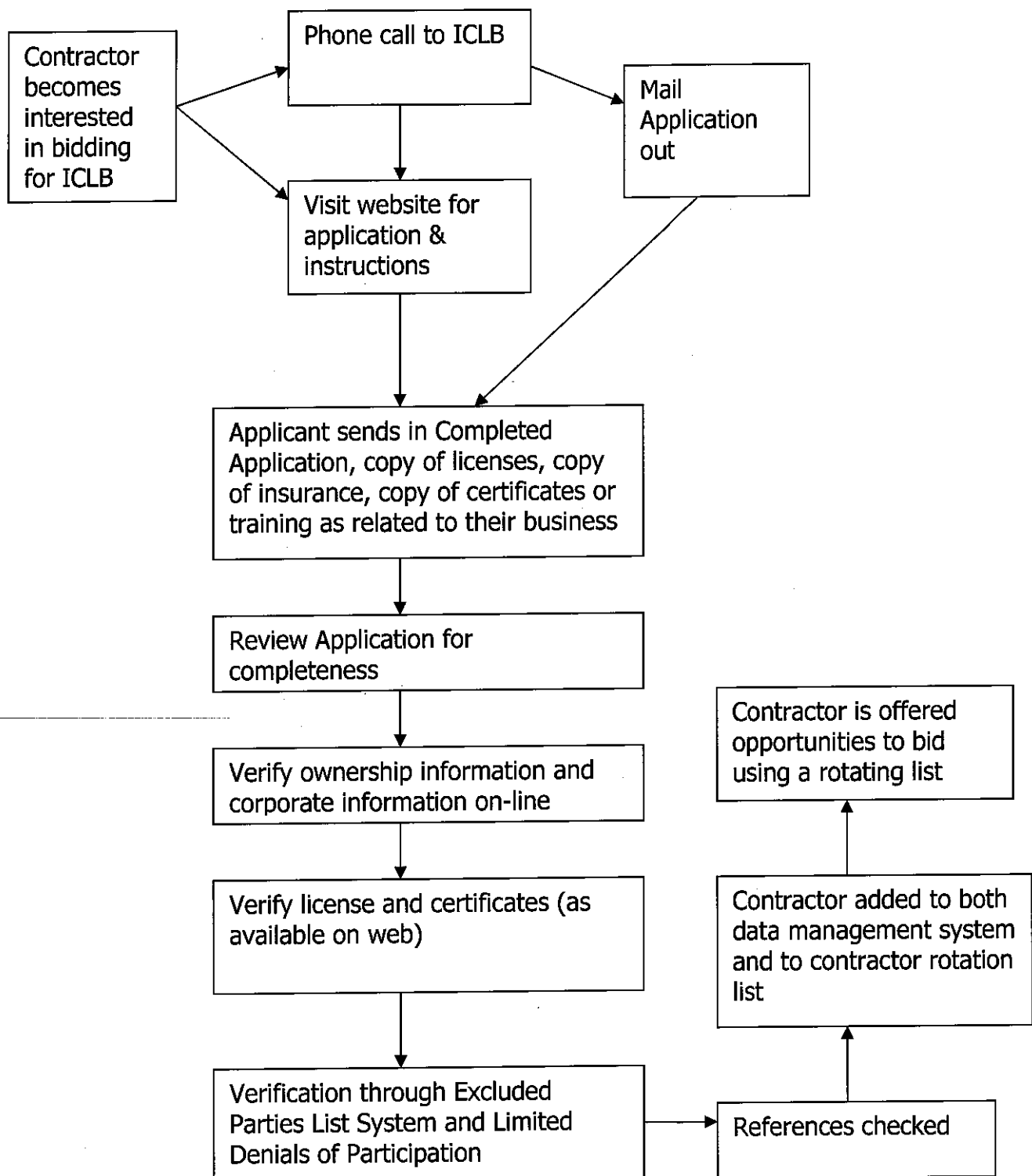


# CONTRACTOR VENDOR APPLICATION PROCESS

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# Contractor Application Process

July, 2012



Appointed Members

REBECCA BAHAR-COOK, Secretary  
DALE COPEDGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### INSTRUCTIONS TO COMPLETE THE CONTRACTOR APPLICATION

Thank you for your interest in joining the Contractor Bidders list for Ingham County Land Bank. Below are a few simple instructions for completing our Contractor Application:

**If your business is licensed in more than one area of work**, for example, electrical and plumbing or building and lead abatement, **please provide a separate application and separate customer references for the different areas**. You may make copies of the blank green form or contact our office for more copies. We must have customer references that refer to the particular kind of work you wish to provide for the Land Bank. Plumbing references are not acceptable for Electrical work or Lead Abatement work. Lead Abatement references are not acceptable for Mechanical work, etc.

1. Please type or print legibly.
2. Please make sure you fill out all six pages completely, including FAX numbers where requested.
3. The Business name or Contractor's name must be the same on the application as it appears on the Contractor's license or other applicable licenses or DBA documents. The business name **MUST BE** on the license unless you are a sole proprietorship.
4. If your company does certain work under licenses held by people other than the owner, partners or corporation officers, you must provide copies of those licenses and other relevant information for the person(s) holding the license(s).

### WHEN RETURNING THE APPLICATION - BE SURE TO INCLUDE:

1. All copies of appropriate licenses, certifications, or identifications required for your type of work (Such as, but not limited to, Contractor license, Master license, State ID for lead abatement, lead contractor license, Building Wreckers license, RRP Certification from EPA, etc.).
2. A copy of your certificate of liability insurance showing your general liability, vehicle liability and workers' compensation coverage. The insurance must be issued in the name of the company or person as it appears on your license and must meet the requirements listed in our "Vendor Insurance Policy" requirements. When you are contracted for a job, you will be asked to update your insurance with us as an additional insured and send a new copy of the insurance to: Ingham County Land Bank Fast Track Authority, 422 Adams Street, Lansing, Michigan 48906 The insurance company may fax us the certificate if you prefer at (517) 267-5224.
3. If you are doing business under a name other than the owner's name, please provide a copy of the DBA documentation.
4. Completed W-9 form.
5. Return by mail. Please do not fax.

We look forward to hearing from you. If you have any questions, please contact the Ingham County Land Bank at (517) 267-5221.

Appointed Members

REBECCA BAHAR-COOK, Secretary  
DALE COPELGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



www.inghamlandbank.org

Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### CONTRACTOR APPLICATION

For Office Use: Contractor ID#: \_\_\_\_\_

Company Name: \_\_\_\_\_

Type of Contractor: \_\_\_\_\_ Federal EIN: \_\_\_\_\_

Submit a separate and completed application with all required documentation for each trade your company is licensed to perform (i.e. Residential Builder, Maintenance and Alteration Contractor, Plumbing, Electrical or Mechanical).

**Include copies of ALL licenses and certifications for owners and employees.** Copies must be readable, especially the ID numbers. Also include a **copy of Certificate of Insurance** with General Liability, Workers Compensation and Commercial Vehicle Insurance.

Company Physical Address: \_\_\_\_\_  
Street Address (and/or PO Box) City, State, Zip code

Company Mailing Address: \_\_\_\_\_  
Street Address (and/or PO Box) City, State, Zip code

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Year business started: \_\_\_\_\_

Corporation ☐ Partnership ☐ Sole Proprietor ☐ LLC ☐

**NOTE:** If a corporation or partnership, attach a copy of the incorporation, partnership or LLC documents. If "Doing Business As" a name other than the owner's name, provide a copy of the DBA registration. Provide information below for the owner(s):

Name	% of Ownership	Title	Social Security Number
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Address (Street, City, State, Zip)			Phone Number
------------------------------------	--	--	--------------

Name	% of Ownership	Title	Social Security Number
------	----------------	-------	------------------------

Address (Street, City, State, Zip)			Phone Number
------------------------------------	--	--	--------------

- Yes ☐ No ☐ Is your company certified as a Minority Owned Business by the Michigan Minority Development Council? If yes, please provide certification.
- Yes ☐ No ☐ Is your company certified as a Women Owned Business by the Michigan Women Business Council? If yes, please provide certification.
- Yes ☐ No ☐ Does your company qualify as a Section 3 Business Concern? ([www.hud.gov/offices/fheo/section3/section3.cfm](http://www.hud.gov/offices/fheo/section3/section3.cfm)) If yes, attach your Certification for Business Concerns Seeking Section 3 Preference and other appropriate documents.
- Yes ☐ No ☐ Is this your primary occupation? If no, please explain: \_\_\_\_\_
- Yes ☐ No ☐ Have you ever filed for bankruptcy? If yes, please explain: \_\_\_\_\_
- Yes ☐ No ☐ What other businesses have you owned or operated in the past? List reasons for change: \_\_\_\_\_
- Yes ☐ No ☐ Do you or your business own property in the City of Lansing?
- Yes ☐ No ☐ Do you or your business own property in Ingham County?
- Yes ☐ No ☐ If yes, are all property taxes and business taxes with the City of Lansing current?
- Yes ☐ No ☐ Do you have business, personal or family relationships with any of the County Board of Commissioners or Ingham County Land Bank staff? If yes, please list: \_\_\_\_\_
- Yes ☐ No ☐ Are you interested in only doing a specific type or size of work? (Example: only small jobs, roofs, electrical, etc.) If yes, please specify: \_\_\_\_\_
- Yes ☐ No ☐ Will you warranty your work for up to two (2) years?
- Yes ☐ No ☐ Could you acquire a Performance Bond for contracts over \$100,000 or Irrevocable Letter of Credit in the amount of \$10,000 or more?
- Yes ☐ No ☐ Is your firm Renovation, Repair and Painting certified with the Environmental Protection Agency? (This is a requirement for working in our program.) If yes, provide your EPA Certification, as well as certification for RRP trained workers. If no, you must become certified before beginning work in our program.
- Yes ☐ No ☐ Do you have any unresolved complaints pending against your license?

List other cities in which your firm or principals have operated: \_\_\_\_\_

What other finance, construction or real estate related businesses are your owners involved with?

\_\_\_\_\_

**Note on Lead Certification:** Though the Ingham County Land Bank does not require General Contractors on their bidders list to be a Certified Lead Abatement Contractor or certified to perform Interim Controls, most jobs will require this certification. Failure to gain these certifications and/or certificates will greatly impede the number of jobs you are asked to bid.

List all employees and their lead paint certification level. Include a copy of their State of Michigan Certification or Safe Work Practices Certificate: \_\_\_\_\_

Is your company a Lead Abatement Contractor per the State of Michigan? Y ☐ N ☐ If yes, provide a copy of the State of Michigan Certification.

Please check any category below that would reflect the status of the business owner. This is for statistical purposes; however, they are required for reports on projects using federal funds.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> White              | <input type="checkbox"/> Black or African American                 | <input type="checkbox"/> Amer. Indian or Alaskan Native                         |
| <input type="checkbox"/> Asian              | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander | <input type="checkbox"/> Amer. Indian or Al. Native & White                     |
| <input type="checkbox"/> Asian & White      | <input type="checkbox"/> Black or African American & White         | <input type="checkbox"/> Amer. Indian or Al. Native & Black or African American |
| <input type="checkbox"/> Other Multi-Racial |  |   |

Total Number of Employees? \_\_\_\_\_ # who are minority? \_\_\_\_\_ # who are women.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT THE INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:

1. That ALL work will be performed in accordance with the technical specifications and completed with quality workmanship, subject to final inspection and approval by Ingham County Land Bank.
2. That if the work performed by the contractor is found to be unsatisfactory by the Ingham County Land Bank or if contract relations between the contractor, homeowner, or other parties are found to be unsatisfactory, the administering agency may remove the contractor's name from the approved list, with such accompanying publicity as it deems necessary.
3. That proof of General Liability Insurance in the amount of \$1,000,000.00, Workers Compensation Insurance (when required by law) in the amount of \$1,000,000.00 and Vehicle Liability Insurance (when required by law) in the amount of \$1,000,000.00 listing the Ingham County Land Bank as an additional insured, will be provided to this office at the time of application and throughout the term of work performance with the Ingham County Land Bank.
4. That copies of all Contractors, Journeyman or Masters Licenses will be provided to this office at time of application and throughout the term of work performance with the Ingham County Land Bank.
5. That you, the contractor, will abide by the regulations stated in 24 CFR 570.67, as follows:
  - Executive Order 11245 as amended, regarding non-discrimination in employment pertaining to all parts including Equal Employment and Contracting Opportunities.
  - Executive Order 13279 (67 FR 77141, 3 CFR 2002) regarding Equal Protection of the Laws for Faith-Based and Community Organizations
  - Contractor agrees to implement these regulations, including furnishing all information and reports as required by the Executive Order 11246 of Sept, 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant there to, per 41 CFR Chapter 60.
  - Contractors shall comply with Section 3 Requirements of the Housing and Urban Development Act of 1968, per 24 CFR Part 135.
6. That all work performed under this program will be done in conformance with all applicable codes and zoning regulations.

**Conflict of Interest:** I certify that I have disclosed all relationships with elected officials, board members or staff of the City of Lansing, Ingham County or the Ingham County Land Bank Fast Track Authority.

**Penalty for false or fraudulent statements:** U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly falsifies . . . or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both."

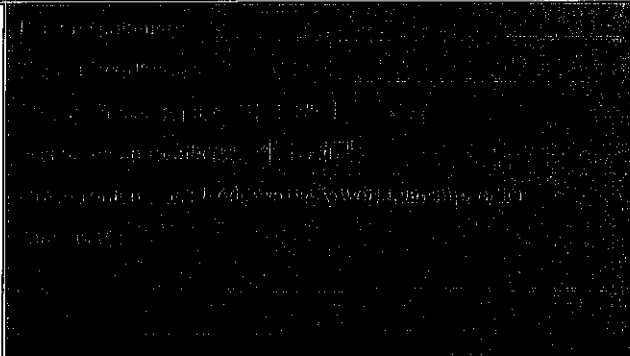
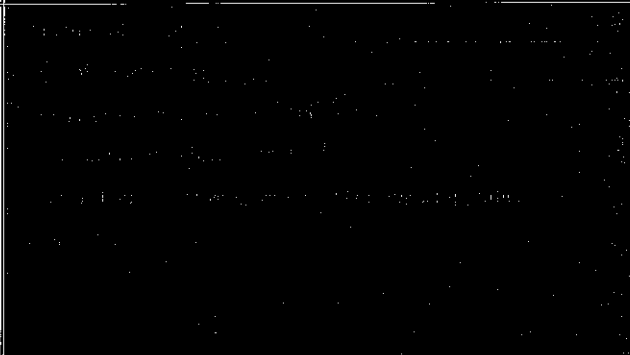
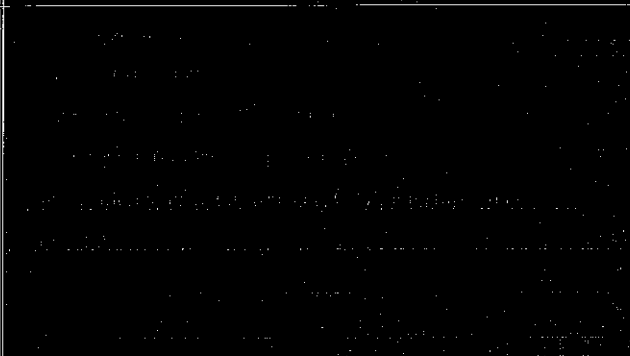
SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**Business References & Established Credit References:** THREE (3) REQUIRED for each. Include local banks and/or material suppliers. Be sure to include FAX No's. **Note:** For Lowes, Home Depot or Menards please attach most recent statement.

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

**Customer References:** List name, address, and phone number of at least three (3) recent customers (work performed in the past year), who have had work completed by your firm. Be sure the reference is appropriate for the kind of work you are applying for. If submitting multiple applications, provide references for each kind of work.

Client Name: _____ Phone #: _____ Amt: \$ _____ Address: _____ _____ Work done: _____ Date Completed: _____	
Client Name: _____ Phone #: _____ Amt: \$ _____ Address: _____ _____ Work done: _____ Date Completed: _____	
Client Name: _____ Phone #: _____ Amt: \$ _____ Address: _____ _____ Work done: _____ Date Completed: _____	



Appointed Members

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DALE COPEDGE, Treasurer  
DEBBIE DE LEON, Vice-Chair  
DEB NOLAN



Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### AUTHORIZATION FOR RELEASE OF INFORMATION

The undersigned authorizes the Ingham County Land Bank Fast Track Authority to contact any financial institution or material suppliers, as listed under "Credit and Business References", to obtain credit or business information deemed necessary to verify my eligibility to participate as an "Approved Contractor" for the Ingham County Land Bank Fast Track Authority Programs.

The undersigned also authorizes the Ingham County Land Bank Fast Track Authority to share business, credit and work reference information, along with other information contained within this application document with other partner agencies that may include City of Lansing, Ingham County Housing Commission, Greater Lansing Housing Coalition, Franklin Street Community Housing Commission and others.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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DEB NOLAN



Chair  
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Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### Invoice Requirements

The Ingham County Land Bank Fast Track Authority will receive and pay from an *original* invoice in an amount equal to the work completed, inspected and approved by the Land Bank or its representative. All invoices submitted for payment must be received in the Land Bank offices a minimum of seven (7) days prior to disbursement for review, inspection of work and approval to take place. Approved invoices are typically paid during the first and third week of each month.

**The Land Bank will not approve any invoice that does not meet the following criteria:**

- The word "Invoice" must appear on the request for payment. Payments cannot be made based upon Statements or Proposals.
- Date of your request.
- Due date must not be less than thirty (30) days from the date of your request.
- Invoices must be billed to/due from "Ingham County Land Bank" or "Ingham County Land Bank Fast Track Authority."
- Contractor's name (Company) must appear on the invoice and match the name on the proposal and contract.
- Name of the entity/individual payment should be made to and the mailing address where payment is to be sent. Payments will be mailed via First Class US Mail, unless arrangements to pick up payment from the Land Bank offices have been made in advance.
- Project Address/Parcel Number where the work was performed. Only one address per invoice will be allowed.
- Original contract amount.
- Amount of Authorized Work Change Order(s), if any.
- Revised contract amount, if any.
- Partial payments received, if any.
- Amount still owed to the Contractor.
- Amount of Invoice.

With each request for payment, appropriate lien waivers from suppliers and subcontractors are to be submitted. They may be one of four forms: Partial Conditional Waiver; Partial Unconditional Waiver; Full Conditional Waiver; or Full Unconditional Waiver. Waiver forms are available online at: [www.michigan.gov/constructionlienfund](http://www.michigan.gov/constructionlienfund).

Final payment will require submission of Full Unconditional Waivers from all suppliers and subcontractors. In addition, the Contractor will provide a Full Conditional Waiver at time of final invoice. Following receipt of final payment, the Contractor must submit a Full Unconditional Waiver within five (5) business days.

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DEB NOLAN



www.inghamlandbank.org

Chair

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## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### VENDOR INSURANCE REQUIREMENTS

Any Vendor providing goods or services to the Ingham County Land Bank Fast Track Authority ("Land Bank") shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the Land Bank that have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan and with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability endorsement or equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of any contract for professional services between the Vendor and the Land Bank with limits of liability of not less than \$1,000,000.00 per claim.
- E. Additional Insured – Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be Additional Insured's: "The Ingham County Land Bank Fast Track Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof."
- F. Cancellation Notice – All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Land Bank, 422 Adams Street, Lansing, Michigan 48906."
- G. Proof of Insurance – The Vendor shall provide to the Land Bank at the time any contracts are returned by it for execution, copies of certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
- H. Maintenance of Policies – Any and all required insurance policies described above shall be maintained until all work required under the contract has been completed to the Land Bank's satisfaction. It is the Vendor's responsibility to provide evidence of the renewal of any insurance policy.
- I. Withholding Payments – The Land Bank may withhold payments to the Vendor if the Vendor has not delivered policies of insurance and endorsement, or evidence of their renewal, as required.

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### Invoice Submission and Payment Schedule 2012

Invoice Submit Date	Check Release Date		Invoice Submit Date	Check Release Date
December 27	January 6		June 25	July 13
January 9	January 27		July 9	July 27
January 30	February 17		July 30	August 17
February 13	March 2		August 13	August 31
February 27	March 16		August 27	September 14
March 12	March 30		September 10	September 28
March 26	April 13		September 24	October 12
April 9	April 27		October 8	October 26
April 30	May 18		October 29	November 16
May 14	June 1		November 12*	November 30
May 29*	June 15		November 26	December 14
June 11	June 29		December 10	December 28

\* Date changed due to Holiday

All Invoices must be submitted by 5:00 pm on the "Invoice Submit Date." This ensures enough time to have Land Bank staff inspect the property and approve the invoice for payment. Checks will be available after 3:00 pm on the "Check Release Date" and will be mailed to the address on your invoice.

INGHAM COUNTY LAND BANK AUTHORITY  
RESOLUTION TO APPROVE THE VEHICLE POLICY

**RESOLUTION #12-16**

**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**, Section 4.08(d) of the Intergovernmental Agreement requires the Board to adopt policies to implement day-to-day operations of the County Authority; and

**WHEREAS**, the Ingham County Land Bank Fast Track Authority has approved the general Priorities, Policies and Procedures; and

**WHEREAS**, the Ingham County Land Bank Fast Track Authority has approved the Administrative Rules that facilitate the implementation of the Priorities, Policies and Procedures; and

**WHEREAS**, the Authority purchased a 2012 Ford 250 pick up truck to reduce the cost of paid mileage; and

**WHEREAS**, it is necessary to establish guidelines and regulations regarding the safe operation of the vehicle;

**THEREFORE BE IT RESOLVED**, that the Authority approves the Vehicle Policy as approved by the Land Bank attorney.

Aye:   Nay:   Absent:



## **VEHICLE POLICY**

### **PURPOSE**

The Ingham County Land Bank Fast Track Authority ("Land Bank") places the highest value on the safety and health of its employees and the well-being of the citizens of Ingham County. The Land Bank acknowledges that the safe operation of motor vehicles by its employees is essential to ensuring that safety and well-being, and its goal is to ensure that all individuals who are granted the privilege of driving an Authority vehicle are safe and properly licensed operators.

The Land Bank has full authority to determine who shall drive a vehicle, to establish vehicle operator standards, and to revoke the right to drive for failure to meet the standards. This policy defines the minimum standards for all Land Bank employees.

### **RESPONSIBILITIES**

This policy depends on the participation and cooperation of employees at all levels of the organization. The specific responsibilities of the employees are identified below.

#### **The Executive Director or their designee(s) shall:**

- 1) Ensure that all employees are informed of this policy.
- 2) Ensure the safe maintenance and operation of all Authority vehicles.
- 3) Ensure that all vehicle operators are trained in the safe operation of all assigned motor vehicles.
- 4) Enforce vehicle operating standards and procedures.
- 5) Ensure that all assigned vehicles are inspected as prescribed by the Land Bank.
- 6) Ensure that thorough and timely accident investigations are conducted and reported.
- 7) Identify all employees who operate a vehicle on the job and include those employees in the Land Bank's Driving Record Subscription Service.
- 8) Establish and maintain the Driving Record Subscription Service to monitor employee driving records.
- 9) Ensure that all employees who operate vehicles have a valid driver's license for the vehicle types driven.

#### **All vehicle operators shall:**

- 1) Safely operate their assigned Authority vehicles.
- 2) Maintain a valid driver's license (correct license/endorsement for the type of vehicle driven.)

- 3) Advise the Executive Director or their Designee immediately of the loss of a valid driver's license by suspension, revocation, or expiration. Failure to comply may result in discipline up to and including dismissal.
- 4) Promptly report to the Executive Director or their Designee any vehicle safety defect found. Failure to report safety defects may result in discipline up to and including dismissal.
- 5) Maintain an assigned Authority vehicle's cab, bed, and/or body in a clean, smoke-free, and safe condition.
- 6) Properly use furnished seat belts and/or other vehicle safety restraints.
- 7) Ensure Authority vehicles are used only for business related purposes.

## **STANDARDS AND PROCEDURES**

All individuals who operate Authority vehicles, who operate personal vehicles on employer-related basis, who receive payment related to vehicle expenses, and/or are required to drive as a necessary part of their job must possess and maintain a valid driver's license.

Individuals who drive Authority vehicles or are required to drive as a necessary part of their job must notify their immediate supervisor if they receive a ticket/citation that affects and/or restricts their right to operate a motor vehicle. Such notification must take place immediately upon reporting for work after receipt of the citation.

Individuals are prohibited from operating an Authority vehicle or personal vehicle on business when their driving ability has been impaired for any reason, including but not limited to the ingestion of drugs, medication, or alcoholic beverages; physical impairment or restrictions; or other situations/conditions within the individual's control.

Any illegal use of controlled substances is strictly prohibited.

No employee shall knowingly operate a vehicle found to be in violation of a state safety code or the laws of the State of Michigan.

All employees shall use seatbelts or other safety restraints provided whenever they are operating or riding in a vehicle.

Only those employees who are determined to be safe operators will be allowed to drive a vehicle on behalf of the Authority.

## **CORRECTIVE ACTION, INCLUDING DISCIPLINE**

The goal of corrective action is to ensure that employees who are entrusted with the operation of vehicles are safe drivers. Awareness and knowledge through training are the keys to safe driving. Whenever possible, training should be a first step in a corrective action program. Discipline may also be an appropriate form of corrective action.

Accidents involving stationary objects are the most frequent and preventable type of vehicular accident. Preventable accidents involving stationary objects may result in



disciplinary action up to and including dismissal. Involvement in a preventable accident shall be considered unsatisfactory job performance, which may result in disciplinary action up to and including dismissal.

Failure to comply with any part of this policy shall be considered unsatisfactory job performance, which may result in disciplinary action.

## **INSPECTIONS**

All vehicles shall be safety-checked at the beginning of each shift by the assigned vehicle operator to ensure safe operating condition.

The Executive Director or their Designee shall be responsible for ensuring that routine maintenance and safety inspections of all Authority-Owned vehicles occur and are properly documented.

## **DEFINITIONS**

### *Driving Record Subscription Service:*

A program provided by the Michigan Department of State by which a driving record can be automatically produced and sent to an enrolled municipality when a conviction is posted to an employee's driving record.

### *Preventable Accident:*

Any vehicle accident in which the driver/operator failed to do everything he/she reasonably could have done to prevent the accident.

### *Vehicle Accident:*

Any occurrence involving an Authority-owned, rented, leased, or travel-reimbursed motor vehicle or trailer which results in a death, personal injury or property damage.

### *Employee:*

Any regular full-time or part-time or temporary full-time or part-time employee, elected officials, volunteers, or any other person who has reason to operate an Authority vehicle.

### *Authority Vehicle:*

Any Authority-owned, rented, leased, or travel-reimbursed motor vehicle or trailer, including personal vehicles, used by an employee for Authority business.

## **VEHICLE OPERATOR SCREENING**

Conviction of law violations or civil infractions may serve as a basis for disqualification from operating a Authority vehicle. The Vehicle Operator's total record will be evaluated; the Vehicle Operator must have at least two years of documented driving experience. The pattern of law violations, the seriousness, the surrounding circumstances, and the number and recentness of violations will be considered. For example, multiple convictions for the same offense can be disqualifying, as they indicate a pattern of inadequate responsibility and disregard for law and order, which may affect safety. Likewise, traffic misdemeanors which do not carry points (e.g. improper plates, expired

plates) or civil infractions may indicate an inability to follow rules and a disregard for the law.

For purposes of determining disqualifying violations, the Land Bank will consider only those offenses followed by a conviction (forfeited bond, jailed, fined, ordered to attend traffic school). For purposes of establishing time frames for disqualification, the Land Bank will use the date of the actual violation.

**The circumstances noted below will be cause for automatic disqualification:**

- 1) Conviction of a driving-related felony.
- 2) Loss of driving privilege through suspension or revocation of license due to an unsatisfactory driving record as defined by the Michigan Department of State.

**EXCEPTION:** Vehicle Operators who maintain a driving record free of license suspension or revocation and moving violation conviction(s) or civil infraction determination(s) in the three (3) years previous will be accepted.

- 3) An at-fault accident resulting in a fatality (an at-fault accident is defined as one in which the applicant has been fined, sued, received an adverse judgment, applicant's insurance company settled for damages to other party, or applicant settled out of court or otherwise was determined to be liable).
- 4) More than six points on the driving record.
- 5) Conviction of any alcohol/drug related offense.
- 6) Conviction of driving while license was suspended or revoked.

## **CERTIFICATION STATEMENT FOR EMPLOYEES WHO DRIVE FOR BUSINESS PURPOSES**

- \_\_\_\_\_ I hereby acknowledge and understand that if I am required to operate a motor vehicle as a necessary part of my job for the Land Bank, or if I operate an Authority owned/leased vehicle, I am required to possess and maintain a valid Michigan operator's license and valid insurance for my personal vehicle.
- \_\_\_\_\_ I hereby certify and affirm as follows: (circle as appropriate)
- a. I am required to operate a motor vehicle as a necessary part of my job for the Land Bank.    Yes / No
- b. I operate an Authority owned/leased vehicle.    Yes / No
- \_\_\_\_\_ I hereby certify and affirm that I have a valid Michigan operator's license (including but not limited to a Chauffeur's License or a Commercial Driver's License) and valid insurance on my personal vehicle.
- \_\_\_\_\_ I authorize the Land Bank to conduct an annual (or more frequent) inquiry to verify the status of my operator's license. I further agree to provide my actual operator's license for review and to submit a copy of my operator's license to an authorized Land Bank custodian for the purpose of verifying my driving eligibility status upon verbal or written request, and within the time frame identified by the requestor. I further understand that the Land Bank reserves the right to conduct such inquiry at its discretion.
- \_\_\_\_\_ I agree to verbally notify my immediate supervisor or other designated Land Bank representative, immediately upon reporting for work on my next scheduled work day, if I receive any ticket or citation that affects and/or restricts my right to operate a motor vehicle. I further agree that I must notify my immediate supervisor or other designated Land Bank representative, immediately upon reporting for work on my next scheduled work day, of my receipt of any Operating While Impaired, Operating While Intoxicated, or Operating While Under the Influence of Narcotics citation. Any such ticket/citation that occurs during the work day must be reported immediately.
- \_\_\_\_\_ I agree that as an operator of an Authority owned/leased vehicle or as an employee required to operate a vehicle as part of my job responsibilities for the Land Bank, that I am prohibited from operating an Authority vehicle or personal vehicle on Land Bank business when my driving ability has been impaired for any reason, including but not limited to the ingestion of drugs, medication or alcoholic beverages; physical impairment or restrictions; other situations/conditions within my control. Any illegal use of controlled substances is strictly prohibited.
- \_\_\_\_\_ I agree to immediately notify my supervisor if my operator's license is restricted, limited, suspended or revoked.
- \_\_\_\_\_ I acknowledge and understand that if I fail to immediately provide the Land Bank with verbal notification of the loss of any driving privileges, the receipt of a ticket/citation that affects or restricts my right to operate a motor vehicle, the receipt of any Operating While Impaired, Operating While Intoxicated, or Operating While Under the Influence of Narcotics citation, or if I otherwise violate the procedures outlined herein, that I may be subject to appropriate disciplinary action, up to and including discharge.

\_\_\_\_\_ I acknowledge and understand that if I fail to possess a valid operator's license, I will be prohibited from operating an Authority owned/leased vehicle(s) and/or operating my personal vehicle(s) on Land Bank related business. Should this prohibition prevent me from performing my assigned job duties, negative employment action (temporary or permanent) could occur. This negative employment action could include, but is not limited to: transfer, reassignment, demotion, suspension or discharge. I further acknowledge and understand that the Land Bank reserves the right to suspend vehicle usage, reimbursement, compensation or allowance(s) toward vehicle usage should I fail to maintain a valid operator's license.

\_\_\_\_\_ These agreements and acknowledgements do not impair any legal rights I may hold under a collective bargaining agreement, Land Bank policies and procedures, civil service rules, or other similar right.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Land Bank Representative: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO AUTHORIZE THE CHAIRMAN AND EXECUTIVE DIRECTOR TO ENTER INTO A DEVELOPMENT AGREEMENT FOR NEIGHBORHOOD STABILIZATION PROGRAM 3 FUNDS WITH THE CITY OF LANSING**

**RESOLUTION #12-17**

**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 City of Lansing has applied for and received funds from the United States Government for the Neighborhood Stabilization Program 3 (NSP3) under Title III of Division B of the Housing and Recovery Act of 2008 (HERA); and

**WHEREAS**, the City of Lansing wishes to engage the Ingham County Land Bank in utilizing \$450,000 for eligible activity to be expended by March 2014, and

**WHEREAS**, the Ingham County Land Bank will be responsible for acquiring, managing and disposing of foreclosed properties, and

**WHEREAS**, the funding provides for acquisition, rehabilitation/Redevelopment and Marketing/Sales, 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 sign the City of Lansing Development Agreement for Neighborhood Stabilization Program 3 Funds.

YEAS:

NAYS:

ABSENT:

**DEVELOPMENT AGREEMENT**  
**BETWEEN CITY OF LANSING**  
**AND**  
**INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY**  
**FOR**  
**NEIGHBORHOOD STABILIZATION PROGRAM 3 FUNDS**

THIS AGREEMENT entered this 1<sup>st</sup> day of **January, 2012** 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 "Developer").

WHEREAS, the Grantor has applied for and received funds from the United States Government for the Neighborhood Stabilization Program 3 (NSP3) which is an additional allocation under Section 2301 (b) of the Housing and Economic Recovery Act of 2008 (Pub. L 110-289, approved July 30, 2008) (HERA), as amended; and such funds are provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Pub. L 111-203, approved July 21, 2010) (Dodd-Frank Act); and

WHEREAS, the effective date of the Grantor's receipt of its NSP grant funds from HUD is March 11, 2011, and;

WHEREAS, NSP 3 funds are categorized as CFDA 14.218;

WHEREAS, NSP 3 funds are subject to federal regulations given in the NSP 3 Notice at 75 FR 64322 Docket No. FR-5447-N-01 and are otherwise considered to be a component Community Development Block Grant (CDBG) funds authorized under Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) and subject to regulations at 24 CFR 570; and

WHEREAS, the Developer is an existing entity established under the State of Michigan Land Bank Fast Track Act, Public Act 258 of 2003; and

WHEREAS, the Grantor wishes to engage the Developer to assist the Grantor in utilizing NSP 3 funds; and

WHEREAS, the Developer 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 Developer will be responsible for acquiring, managing and disposing of foreclosed properties using NSP funds in accord with the Grantor's HUD approved Consolidated Plan and NSP 3 Substantial Amendment (NSP 3 Plan), in a manner consistent with any applicable federal, state or local requirements and satisfactory to the Grantor. Such program will include the following activities eligible under the NSP3 and Community Development Block Grant program:

This contract provides funding for acquisition of foreclosed homes for rehabilitation, new construction or development and for related real estate and property maintenance activities described in the Grantor's NSP 3 Plan as follows:

**Activity #1 Acquisition:** Developer shall acquire vacant foreclosed NSP 3 eligible properties and hold them for rehabilitation, new construction or redevelopment. After acquisition, properties will be rehabilitated or redeveloped and sold or rented to eligible NSP home buyers or tenants.

**Activity #2 Rehabilitation/Redevelopment:** Rehabilitation of foreclosed or vacant housing units or reconstruction of housing units on foreclosed property will be undertaken by the Land Bank alone or in cooperation with the City. Properties will be selected strategically in NSP 3 target areas where units are likely to be sold without incurring excessive marketing time. Rehabilitation/redevelopment will include upgrades for safety, low cost maintenance, 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.

Demolition is not a planned activity under this agreement, however demolition is permitted as part of rehabilitation or redevelopment if clearance of existing blighted structures is the most effective approach to redevelopment.

**Activity #3 Marketing and Sale:** Developer shall market and sell completed NSP 3 units to eligible owner occupants or to supportive housing providers who will lease units to eligible tenants. Completed units will be marketed primarily as owner occupied housing but may be available on a lease to own basis or rented as supportive housing.

Properties will be available for purchase by households with income at or below 120% of area median income using at least \$1,000 in Down Payment Assistance. Buyers must participate in at least 8 hours of pre-purchase counseling. At least 25% of NSP 3 funds will be set aside for units that are occupied by households with income at or below 50% of area median income to meet Low Income Set-Aside (LISA) requirements.

B. National Objectives

All activities funded with NSP 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)** except that "middle-income households whose incomes exceed 80% of area median income but do not exceed 120% of area income also qualify as permitted according to the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Developers Under the Housing and Economic Recovery Act, 2008; Notice published in the **Federal Register, Monday October 6, 2008** (HERA) and Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act) also known as Pub. L 111-203, approved July 21, 2010; Notice published in the **Federal Register Tuesday, October 19, 2010 at 75 FR 64322 Docket No. FR-5447N-01** (Dodd-Frank.)

**The Developer certifies that the activities carried out under this Agreement will benefit low, moderate and middle income households and that all funds will be**

**used for both NSP 3 eligible uses and CDBG eligible activities as described in the NSP 3 Notice.**

C. Levels of Accomplishment – Goals and Performance Measures

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

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

1. Implement the NSP 3 program (the "Program") in priority neighborhoods with predominantly low, moderate and middle income households as described in the Grantor's approved NSP 3 Plan.
2. Using guidelines provided by the Grantor, together with other information, identify properties for possible acquisition, recommend the end use for each property, determine ownership, confirm foreclosure status, obtain appraisals and propose properties for acquisition in accordance with NSP acquisition and relocation requirements satisfying purchase discount requirements.
3. Obtain concurrence from the Grantor as to the properties to be pursued for acquisition and acquire approximately 8-12 vacant foreclosed properties for disposition in accordance with the NSP Plan.
4. Obtain current market appraised value of foreclosed upon homes such that value is established through an appraisal made in conformity with the appraisal requirements of the Uniform Relocation Act (URA) at 49 CFR 24.103 or other method in accord with NSP requirements.
5. Complete preliminary activities, including property maintenance, obtaining surveys, deeds, title insurance etc.
6. Acquire properties at an average cost not to exceed 90% of the current appraised value (using deduction for carrying costs.)
7. Market properties to NSP eligible buyers or tenants with household income at or below the limits set forth in [Attachment A](#) and enforce NSP affordability restrictions by deed restriction using model language in [Attachment E](#).
9. Within 3 years from the effective date of the Grantor's NSP grant, expend the full amount of this contract for eligible activities. Any amounts not fully expended within 3 years must be returned to HUD.
10. Within 10 years, obligate all properties acquired with NSP funds for a specific, eligible redevelopment of that property in accordance with NSP requirements.
11. Use revenue (program income as defined at 24 CFR 570.500(c)) that is directly generated from the use of NSP funds in accordance with



requirements in paragraph N. Alternative Requirement for Program Income (Revenue) Generated by Activities Assisted With Grant Funds of the NSP Notice.

12. In the delivery of the services specified herein, gather data for reporting purposes (property address, foreclosure date, name of seller, acquisition date, appraised value, purchase price, purchase price discount etc.) in a form sufficient to document that acquisitions are voluntary and meet the NSP acquisition requirements and Disaster Recovery Grant Reporting (DRGR) requirements as established and amended by the U.S. Department of Housing and Urban Development which are attached hereto as **Attachment B**.
13. Purchase all equipment, services and materials used as part of this program in compliance with the procurement standards found at 24 CFR 85.36 which is attached hereto as **Attachment C**.
14. The Developer agrees to provide a monthly invoice to the City for completed property acquisitions and related services.

Said invoice shall list the street address of each residential unit where the Developer has completed the implementation of services hereunder, according to **Attachment B**.

**Accomplishments under this Agreement are coded as follows:**

<b>HUD Matrix Code:</b>	<b>01 Acquisition (24 CFR 570.201(a))</b>
	<b>02 Disposition (24 CFR 570.201(b))</b>
	<b>14A Rehab (24 CFR 570.202)</b>
	<b>13 Homeownership (24 CFR 570.201(n)(as modified))</b>
	<b>21A Gen. Prog. Admin. (24 CFR 570.206)(or for activity delivery cost for eligible activities)</b>

**National Objective Code: LMH**

**Accomplishment Type: 10 – Housing Units**

**Proposed Units: 8-12**

**See [Attachment B](#) for Additional Reporting Requirements**

**D. Staffing**

Mary Ruttan, Executive Director  
Joseph Bonsall, Land Bank Coordinator  
Dawn VanHalst, Brownfield Coordinator  
Bruce Kehrens, Property Specialist  
Linda Schonberg, NSP 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 Developer 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 Developer 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 Developer shall start on the 1<sup>st</sup> day of **January 2012** and end ten years after the completion of all project activity or at such earlier time when disposition and all related activity has been completed for all properties acquired under this agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Developer remains in control of NSP funds or other NSP assets, including sale proceeds or program income.

## **III. BUDGET**

Acquisition	\$55,000
Rehab/Redevelopment	\$350,000
Developers Activity Delivery Fees	<u>\$45,000</u>
TOTAL	\$450,000

The Grantor may require a more detailed budget breakdown than the one contained herein, and the Developer 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 Developer.

## **IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantor under this Agreement shall not exceed **\$450,000**. 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 are to be reported with every draw request.**

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

## **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

Dorothy Boone, Manager  
City of Lansing  
316 N. Capitol Ave., Ste. D-2  
Lansing, MI 48933  
Phone: 517-483-4040  
Fax: 517-483-6036  
[dboone@lansingmi.gov](mailto:dboone@lansingmi.gov)

Developer

Mary Ruttan, Executive Director  
Ingham County Land Bank Authority  
422 Adams  
Lansing, MI 48906  
Phone: 517-267-5221  
Fax: 517-267-5224  
[mruttan@ingham.org](mailto:mruttan@ingham.org)

**VI. SPECIAL CONDITIONS**

None

**VII. GENERAL CONDITIONS**

A. General Compliance

The Developer 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 Developer does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Developer does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Developer will comply with The Developer will comply with the requirements of **Title III of Division B of the Housing and Economic Recovery Act of 2008 (HERA)**, also known as Public Law 110-289, and the Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and Alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Developers Under the Housing and Economic Recovery Act, 2008 published in the **Federal Register, Monday October 6, 2008** (NSP Notice), Section 1497 of the **Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act)** also known as Pub. L 111-203, approved July 21, 2010, and the Notice of Formula Allocations and Program Requirements for Neighborhood Stabilization Program Formula Grants published in the **Federal Register Tuesday, October 19, 2010**. The Developer also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Developer 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 Developer 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 Developer is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

F. Grantor Recognition

**The Developer 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. Signs, promotional materials, publications and advertising shall include reference to HUD and the City of Lansing and/or incorporate their logos. In addition, the Developer 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 Developer 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 Developer 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 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 Developer.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantor may suspend or terminate this Agreement if the Developer 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 Developer 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 Developer 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 Developer, 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 Developer agrees to comply with 24 CFR 84.21-28 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 Developer shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," 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 Developer shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required 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
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

## 2. Retention

The Developer shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the 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 four-year period, whichever occurs later.

## 3. Client Data

Where applicable, the Developer shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantor monitors or their designees for review upon request.

## 4. Disclosure

The Developer 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 Developer'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 Developer'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 Developer has control over CDBG funds, including program income.

## 6. Audits & Inspections

All Developer 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 Developer within 30 days after receipt by the Developer. Failure of the Developer to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. **The Developer hereby agrees to have an annual agency audit conducted in accordance with current Grantor policy and OMB Circular A-133.**

C. Reporting and Payment Procedures

1. Program Income

For program income received from sales proceeds from projects where development activities are carried out primarily by City staff, the Developer shall report within 30 days all net program income (as defined at 24 CFR 570.500(a)) carried out with NSP/CDBG funds made available under this contract. The use of program income by the Developer shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitation, the Developer shall return such program income to the City after deducting its own expenses in connection with the project. 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.

It is not anticipated that program income shall be generated from the Developer's development activities accomplished by its own staff under this contract. Developer shall retain sale proceeds from the properties it develops under this agreement. Sale proceeds shall be deposited in Developer's Lansing Reinvestment Fund.

2. Indirect Costs

No indirect charges are anticipated under this contract.

3. Payment Procedures

The Grantor will pay to the Developer funds available under this Agreement based upon information submitted by the Developer 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 Developer, 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 Developer 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 Developer.

4. Progress Reports

The Developer shall submit Progress Reports with every draw request to the Grantor in the form, content, and frequency as required by the Grantor.

**Developer shall submit all pertinent information on [Attachment B](#), copies of any newsletters/publications, and summary of all Milestones detailed in Section I of this contract.**

D. Procurement

1. Compliance

The Developer 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 Developer shall procure all materials, property, or services in accordance with the requirements of 24 CFR 85.36 which is attached as [Attachment C](#).**

3. Travel

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

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, as applicable, which include but are not limited to the following:

1. The Developer 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 Developer'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 Developer fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer, 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 Developer 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 Developer 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 Developer 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 Developer to assist in the formulation of such program. The Developer 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 Developer 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 Developer 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 Developer shall furnish and cause each of its own Developers 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 Developer 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 Developer'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 Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Developer 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 Developers or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer of its obligation, if any, to require payment of the higher wage. The Developer 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 Developer and any of the Developer's Developers and subcontractors. Failure to fulfill these requirements shall subject the Grantor, the Developer and any of the Developer's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Developer certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

b. Notifications

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

- a. The Developer 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 Developer 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 Developer, or any designated public agency.

5. Lobbying

The Developer 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 Developers 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 Developer 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 Developer 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 Developers and sub Developers. 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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: \_\_\_\_\_  
Mary Ruttan

\_\_\_\_\_  
  
\_\_\_\_\_

Its: Executive Director

BY: \_\_\_\_\_

Eric Schertzing

Its: Board Chairman

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 #273-----

\_\_\_\_\_  
Brigham Smith, City Attorney

\_\_\_\_\_  
Randy Endsley, Accounting Manager

## Attachment A

### HOME, CDBG and Neighborhood Stabilization Plan (NSP) Maximum Gross Annual Household Income Limits Effective Date: December 1, 2011

<b>Household Size</b>	<b>Extremely Low <u>30%</u></b>	<b>Very Low <u>50%</u></b>	<b>Low <u>60%</u></b>	<b>Moderate <u>80%</u></b>	<b>100%</b>	<b>Middle <u>120%</u></b>
1	\$14,450	\$24,050	\$28,900	\$38,500	48,100	\$ 57,800
2	\$16,500	\$27,500	\$33,000	\$44,000	55,000	\$ 66,000
3	\$18,550	\$30,950	\$37,100	\$49,500	61,900	\$ 74,200
4	\$20,600	\$34,350	\$41,200	\$54,950	68,700	\$ 82,400
5	\$22,250	\$37,100	\$44,500	\$59,350	74,200	\$ 89,000
6	\$23,900	\$39,850	\$47,800	\$63,750	79,700	\$ 95,600
7	\$25,550	\$42,600	\$51,100	\$68,150	85,200	\$ 102,200
8	\$27,200	\$45,350	\$54,400	\$72,550	90,700	\$108,800

The **80%** level indicates the **maximum** household income limit for participation in both the **CDBG and HOME** programs. The **120%** level indicates the **maximum** household income limit for participation in the **NSP** program.

**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	Census Tract and Block Group	Appraised Value	Acquisition Cost	Purchase Price Discount	Seller	Date of Purchase

**Payment requests to include demographics for households assisted.**

	<b>Owner-Occupied Hsld</b>		<b>Renter</b>		<b>Total</b>	
Race	All	Hispanic	All	Hispanic	All	Hispanic
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

### **HUD Race Codes**

- |  |  |
|--|--|
| 11 - White<br>12 - Black/African American<br>13 - Asian<br>14 - Amer. Indian or Alaskan Nat.<br>15 - Nat. Hawaiian/ Other Pacific Isl.<br>16 - Amer. Indian/Alaskan Nat. & White | 17 - Asian & White<br>18 - Black/African Amer. & White<br>19 - Amer. Indian/Alaska Nat. & Black/Afri. Amer.<br>20 - Other Multi-Racial |
|--|--|

HUD considers Hispanic as an ethnicity and not a race.

Total number female-headed households assisted: \_\_\_\_\_

## **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 Developers and subDevelopers will follow paragraphs (b) through (i) in this section.

#### **(b) Procurement standards.**

1. Developers and subDevelopers 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. Developers and subDevelopers 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. Developers and subDevelopers 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 Developer or subDeveloper 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 Developer's or subDeveloper'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. Developer and subDevelopers 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 Developer's and subDeveloper'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. Developer and subDeveloper 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, Developers and subDevelopers are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.
6. Developers and subDevelopers 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. Developers and subDevelopers 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. Developers and subDevelopers 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. Developers and subDevelopers will maintain records sufficient to detail the significant history of a 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. Developers and subDevelopers 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. Developers and subDevelopers 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 Developer or subDeveloper of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the Developer or subDeveloper 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. Developers and subDevelopers 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 Developer and subDeveloper 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 Developer's or subDeveloper'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 Developer or subDeveloper.

### **(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. Developers and subDevelopers 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. Developers 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. Developers and subDevelopers 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, Developers and subDevelopers 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. Developers and subDevelopers 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. Developers and subDevelopers 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. Developers and subDevelopers 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 Developer and subDeveloper 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. Developers and subDevelopers 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, Developers 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. Developers and subDevelopers 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). Developers 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. Developers and subDevelopers 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 Developer or subDeveloper 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. Developers and subDevelopers 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 Developer's or subDeveloper'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 Developer or subDeveloper 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 Developer or subDeveloper 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 Developer or subDeveloper 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 Developer or subDeveloper that it is complying with these standards. A Developer or subDeveloper 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 Developer or subDeveloper 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 Developer's and subDeveloper'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 Developer or subDeveloper 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 Developers and their contractors or subDevelopers)
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 Developers and subDevelopers 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 Developers and subDevelopers 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 Developer, the subDeveloper, 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 Developers or subDevelopers 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).

## **Attachment D**

### **NSP 3 Budget**

<b><u>Activity</u></b>	<b><u>NSP 3</u></b>
Acquisition	\$25,000
Building Improvements	\$350,000
Activity Delivery Fee	\$45,000
Total:	\$420,000

The maximum acquisition and rehabilitation cost per unit, including all hard and soft costs, shall not exceed \$250,000.00 per unit. Limit may be revised at the sole discretion of the City on a case by case basis.

Activity delivery cost will be paid to the Developer based on staff time spent for each activity. Down payment assistance will be provided to purchasers at a minimum amount of \$1,000 in each project.

No NSP 3 project funds will be advanced, and no costs can be incurred by the Developer for a project, 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.

Developer must provide a specific working budget (Proforma) and realistic timetable for each project including costs for acquisition, construction/rehabilitation, soft costs, development costs and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, and estimate after rehabilitation/construction value. City will confirm in writing to Developer whether they agree to commit funds to project or not.

## Attachment E

**City of Lansing, Michigan  
Down Payment Assistance (DPA) Program  
MORTGAGE**

Property Address: \_\_\_\_\_, **Lansing, MI**

This MORTGAGE is made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, between the Mortgagor, \_\_\_\_\_, whose address is \_\_\_\_\_ (herein "Borrower[]"), and the Mortgagee, The City of Lansing (herein "Lender"), a Michigan municipal corporation, 124 W. Michigan Avenue, Lansing, MI 48933.

The City of Lansing Development office uses HOME, CDBG or NSP funds to administer the City's Down Payment Assistance (DPA) Program, and the Borrower agrees to use all loan proceeds to pay eligible down payment and closing costs to acquire, and reside at the property located at: \_\_\_\_\_, **Lansing, MI 489**\_\_.

On this date the Lender agreed to grant to the Borrower a deferred payment loan (the "Loan") in the amount of \_\_\_\_\_ **and 00/100 Dollars (\$\_\_\_\_\_00)**, evidenced by a mortgage note (the "Note") dated the same day as this Mortgage.

TO SECURE the repayment of the Loan and the payment of all other sums advanced by the Lender pursuant to the Loan, to protect the security of this Mortgage, and to secure the performance of the promises and agreements of the Borrower, the Borrower mortgages, grants and conveys to the Lender, with power of sale, the following described property located in the City of Lansing, County of Ingham, State of Michigan: \_\_\_\_\_, more commonly known as: \_\_\_\_\_, **Lansing, MI 489**\_\_, **Parcel #33-01-01-**

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

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

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

1. **Deferred Payment Loan.** The Borrower agrees that if all or any part of its interest in the Property is sold, transferred, or otherwise conveyed, voluntarily or involuntarily, either while the Borrower is living or upon the death of the Borrower, or the Property ceases for any other reason to be the Borrower's principal place of

residence, or if the Borrower defaults in the terms or payment of any other lien now existing against the Property, or hereafter incurred, the Borrower shall repay the Lender (unless the Lender otherwise agrees not to require repayment with the City of Lansing Development Office's Development Manager's written approval) according to the terms of the Note, or the net proceeds of the sale of the Property (as "net proceeds" is defined in the Note), whichever is less.

In hardship cases where the sale of the property prior to the expiration of the affordability period is determined by the Lender and documented to be involuntary (a sale due to foreclosure, loss of income, job transfer or similar circumstances), and where repayment of the full amount of down payment assistance due to be repaid exceeds the net proceeds available from the sale, the Lender will prorate the amount as follows: 1/60 per month, up to the amount of net proceeds available.

In those cases where a homebuyer violates the terms and conditions of their down payment assistance mortgage or note, (e.g., sells the property on land contract without prior approval of the Lender, or uses the property for rental purposes) the Lender reserves the right to require the full repayment of the pro-rated amount of down payment assistance.

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

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

Recapture of City Down Payment Assistance Program funds will be handled in accordance with HUD's HOME regulations 92.254(a)(5)(ii).

2. Notice of Transfer or Mortgage. Promptly after the date of any sale, transfer, mortgage or other conveyance of all or any part of the Borrower's interest in the Property or promptly after the date upon which the Property ceases to be the Borrower's principal place of residence, Borrower, or its heirs, executors, or representatives shall give Lender written notice by certified mail of such sale, transfer, mortgage or conveyance.

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

4. Hazardous Materials. It is further agreed to not use, or permit, or suffer another to use the Property to store, use, manufacture, produce, release, discharge or dispose of, or to transport to or from the Property any hazardous material(s). "Hazardous Material(s)" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or "pollutants" under any applicable Federal or State laws or regulations.



5.      Inspection. The Lender may make or authorize reasonable entries upon and inspections of the Property, provided that the Lender shall give the Borrower notice prior to any inspection specifying reasonable cause therefore related to Lender's interest in the Property.
6.      Taxes and Assessments. The Borrower agrees to pay all insurance premiums, taxes, assessments and water bills levied on the Property within thirty (30) days of their due dates. Upon the Lender's request, the Borrower will provide Lender with receipts evidencing payment of the taxes, assessments and water bills. That if there be default in delivering any insurance policy or in the payment of any tax, assessment or insurance premium, the Lender may effect such insurance or secure such policy and pay such assessment, taxes or insurance premiums, and any amount so paid shall be added to said indebtedness and hereby secured, and be payable to the Mortgagee forthwith with interest at the rate of seven per cent per annum.
7.      Subsequent Liens. Repayment of this loan is deferred because the source of the funds used to make the loan is the United States Department of Housing and Urban Development's NSP, HOME or CDBG Program. The Borrower acknowledges that the Lender will act to assure and maintain compliance with regulations applicable to the source of funds used for the loan and the Lender may not permit any subsequent superior liens on the Property, except for the purpose of improving the interest rate or term of a loan connected to a pre-existing superior lien. Any request for subordination must be submitted in writing to the City of Lansing Development Manager.
8.      Forbearance by Lender Not a Waiver. The fact that the Lender might fail to exercise any right or remedy under this Mortgage, or otherwise afforded by law, shall not preclude or otherwise prevent the Lender from later exercising any right or remedy under this Mortgage.
9.      Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
10.     Successors and Assigns Bound; Joint and Several Liability; Captions. The promises, rights, and agreements in this Mortgage shall bind and incur to the respective successors and assigns of the Lender and the Borrower. ALL promises and agreements of the Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof. Borrower agrees not to assign this agreement without the written consent of the City of Lansing Development Manager.
11.     Notice. Any notice to the Borrower provided for in this Mortgage shall be given by mailing the notice by certified mail addressed to the Borrower's Address stated above. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower when given in the manner designated.
12.     Governing Law; Severability. The laws of the State of Michigan shall govern this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision.
13.     Remedies: Upon the Borrower's breach of any promise or agreement in this Mortgage, including the promise to pay when due any sums secured by this Mortgage, the Lender at the Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand.

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

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

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

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

The City's Down Payment Assistance Program restrictions on the property shall terminate upon foreclosure, transfer in lieu of foreclosure, or assignment of the FHA insured mortgage to HUD. To the extent that there are any proceeds from the foreclosure or sale of the property by HUD remaining after the HUD insured loan is paid, the remaining proceeds shall be paid to the City of Lansing.

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

15. The Borrower(s) will utilize the proceeds of the loan in compliance with all requirements imposed by or pursuant to regulations of the Secretary of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964 (78 Stat 252). The Borrower(s) also agree(s) not to discriminate upon the basis of race, color, creed, disabilities, sexual preference or national origin in the sale, lease, rental, use or occupancy of the real property rehabilitated with assistance of the loan. The United States shall be deemed to be a beneficiary of these provisions both for and in its own right and also for the purpose of protecting the interests of the community and other parties and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

16. The Borrower(s) will not pay any bonus, commission or fee for the purpose of obtaining

the Lender's approval of the Application for this loan or any other approval or concurrence required by the Lender or its designee to complete the rehabilitation work financed in whole or in part with this loan.

17. 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 CDBG, NSP or HOME Loan Program, shall have any interest, direct or indirect, in the proceeds of this loan, or any contract entered into by the Borrower(s) for the performance of work financed in whole or in part with the proceeds of this loan.

18. Borrower(s) agree(s) to not discriminate in the use of the Property or in any activities, operations, or practices conducted or permitted thereon, directly or indirectly, on the basis of age, race, color, religion, national origin, sex, height, weight, handicap, marital status, political orientation, or any other illegal basis.

19. 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 Borrower(s) certify that he/she/they is(are) aware that any false, fictitious, or fraudulent statements made by him/her/them regarding the Application may result in the imposition of criminal penalties as described herein, and that all information in Borrower(s) Application for down payment assistance, as submitted to and filed with the Lender is true and complete to the best of Borrower's knowledge and belief.

IN WITNESS WHEREOF, the Borrower(s) has executed this Mortgage.

Borrower(s):

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN       )  
  )ss.  
County of Ingham)

Subscribed and sworn before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_  
2011.

\_\_\_\_\_  
Notary Public-\_\_\_\_\_ County, Michigan  
My Commission expires

CITY OF LANSING, MICHIGAN

BY: \_\_\_\_\_

Dorothy Boone, Development Manager  
City of Lansing, Planning & Neighborhood Development Department  
316 N. Capitol Ave. Suite D-2, Lansing, MI 48933-1234

Subscribed and sworn before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Carla S. Eno, Notary Public-Clinton County, Michigan  
Acting in Ingham County, Michigan.  
My Commission expires 07/25/2016

APPROVED AS TO FORM ONLY:

I hereby certify that funds are

available

Instrument Drafted by:

Carla Eno, City of Lansing, Michigan

\_\_\_\_\_  
Jerry Ambrose, Finance Director

Please return recorded original to: City of Lansing Development Office, 316 N. Capitol Ave., Suite D-2, Lansing, MI 48933-1234

Equal Housing Opportunity Lender

## Attachment F

### An acceptable form of Restrictive Covenant for Use

#### DECLARATION OF RESTRICTIVE COVENANT

The Ingham County Land Bank, whose address is 422 Adams, Lansing, Michigan 48906 (the Corporation) sold to \_\_\_\_\_, whose address is \_\_\_\_\_, (the "Owner") the following described real property located in the City of Lansing, Ingham County, Michigan (the "Property"):

Legal Description:

Street Address:

Tax Identification Number: 33-01-01-

As a condition of the sale of the Property by the Corporation to the Owner, the Owner agrees, and the Owner hereby affirms and declares, that (a) the Property shall be owner occupied property, (b) this restriction is an encumbrance on the Property, runs with the Property, and is binding upon the Owner and the Owner's heirs, successors, assigns, and transferees, (c) this restriction is given and declared for the benefit of the Owner, the Property, the community in which the Property is located, and the Corporation, and the Corporation has the right to enforce the restriction at law or in equity to prevent a breach of the restriction or to compel compliance with the restriction, (d) during its term, this restriction may not be amended or terminated unless it is done so in a written instrument that is signed by both the Owner and the Corporation and recorded in the real estate records maintained by the Ingham County Register of Deeds, (e) this restriction will terminate immediately and automatically twenty (20) years after its date unless, within the last five (5) years of the restriction, the restriction is extended for an additional period of up to twenty (20) years by a written instrument that is signed by the Corporation and recorded in the real estate records maintained by the Ingham County Register of Deeds. The Corporation shall notice the owner of its intent to extend the restriction not less than 30 days before filing and shall provide the Owner with the opportunity to file an objection with the Corporation's President, and (f) the rights of the Authority under this declaration may be exercised by the Authority and the Authority's successors and assigns.

The date of this declaration is \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
BY name

\_\_\_\_\_  
BY name

STATE OF MICHIGAN       )  
                                      ) ss.  
COUNTY OF INGHAM       )

The foregoing instrument was acknowledged before me in Ingham County, Michigan, this \_\_\_\_ day of \_\_\_\_\_ 200\_\_ by name.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, County, Michigan  
Acting in Ingham County, Michigan  
My Commission Expires: \_\_\_\_\_

Ingham County Land Bank

\_\_\_\_\_  
By \_\_\_\_\_, Its

\_\_\_\_\_  
STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF INGHAM        )

The foregoing instrument was acknowledged before me in Ingham County, Michigan,  
this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, (title) of the Corporation, on  
behalf of the Corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_, County, Michigan  
Acting in Ingham County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by and when recorded return to:

**Ingham County Land Bank**  
**422 Adams**  
**Lansing, Michigan 48906**

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 #12-18**

**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 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 ten (10) and not less than six (6) residential properties, and

**WHEREAS**, the funding provides a sum of not to exceed \$800,000, 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 a HOME Housing Production Agreement with the City of Lansing.

YEAS:

NAYS:

ABSENT:

**FY12-FY13 (July 1, 2012 to June 30, 2013)**  
**HOME Housing Production Agreement between the**  
**City of Lansing**  
**and**  
**Ingham County Land Bank Fast Track Authority**

This Agreement, entered into this **1<sup>st</sup>** day of **July 2012**, 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 "Grantee", whose address is 422 Adams 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 Grantee 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 Grantee under Section 2 below. The objectives are:
  - A. For the Grantee 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 Grantee 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.



**2. Scope of Services.** The City and Grantee 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 Grantee shall newly construct and/or rehabilitate **up to ten (10)** 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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.

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

A sum not to exceed **EIGHT HUNDRED THOUSAND and no/100 (\$800,000.00) DOLLARS** to complete **up to TEN (10) housing units** as noted in the budget for the **New Construction and HOME Development** housing units in Attachment A, to be utilized by the Grantee in accordance with the home ownership program of this Agreement, and in accordance with the rules, procedures, cost limits (at an average of \$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 Grantee 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 Grantee in the ADR Program shall not be less than **six (6) 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.

If the Grantee 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.

The Grantee shall notify the City in writing of any changes in its 501(c) (3) tax exempt status during the specified period of affordability, changes in its Board composition, or any other change that alters the organization's certification under 24 CFR Part 92.

**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 GRANTEE MAY MODIFY THE AMOUNTS OF THESE PAYMENTS, SUSPEND OR TERMINATE THE GRANT OR PROHIBIT THE GRANTEE FROM INCURRING ADDITIONAL OBLIGATIONS OR GRANT FUNDS.

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

**5. Requests for Disbursement of Funds:**

- A. Grantee 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 Grantee 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 Grantee reimbursement requests during a given year shall not exceed the amount agreed upon in the budget appearing in Attachment A.
- D. The Grantee shall maintain and make available, when requested, support documentation for all expenditures.

**6. Independent Grantee.** 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 Grantee 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 Grantee is independent.

**7. Time of Performance.** The Grantee shall carry out the activities set forth and financed in part through this Agreement commencing **July 1, 2012** and ending **June 30, 2013 or when available funds are fully utilized.**

**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 Grantee shall occur as applicable Grantee operations, rehabilitation or construction activities are completed to the satisfaction of the City in compliance with this Agreement. Documentation from the Grantee 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 Grantee 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 grantee 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 Grantee, in amounts determined appropriate by the City to best meet HOME Program objectives.

D. The Grantee 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 Grantee 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 Grantee 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, the housing quality standards for rental units assisted with HOME Program funds must at a minimum meet HOME Program Rehabilitation and 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 Grantee and/or Contractor of any non-compliance with the terms of the Proposal and Contract for Rehabilitation or Construction executed between the Grantee 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 Grantee or any Contractor or Subcontractor for any work performed, but the City shall be a third party beneficiary of any such contract between the Grantee and a Contractor or Subcontractor.

**13. Enforcement Obligations of Grantee.** The Grantee 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 Grantee 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 Grantee 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

Grantee, and incorporated into written amendments to this Agreement after approval by the City.

**16. Assignment.** The Grantee shall not assign this Agreement without the 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 financial condition of the proposed assignee.

**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 Grantee for the performance or work financed in whole or in part with the proceeds of this Grant.

**18. Standard Rehabilitation Contract.** The Grantee 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 Grantee 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, Grantee eligibility requirements, and the use of the grant Funds.

**20. Insurance Coverage.** The Grantee 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 Grantee shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance, as they may apply prior to any City funds being expended.

**21. Tax and Utility Payments.** The Grantee 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 Grantee shall maintain such records as may be required by 24 CFR 92.508 and/or by the Development Manager. The Grantee's overall management system must ensure effective control over and accountability for all funds received. The Grantee 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.

**23. Retention of Records.** The Grantee 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). The retention period shall commence from the date that the Grantee's final audit report is accepted and approved.

**24. Amendment.** The Grantee 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 Grantee.

**26. Reports and Information.** The Grantee 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 Grantee 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 Grantee 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 Grantee shall provide an annual audit report performed in compliance with OMB Circular A-133.
- D. The Grantee shall allow the City to conduct monitoring and evaluation activities as determined necessary by the City and HUD.
- E. Within 30 days after the expiration of the initial term of this Agreement, the Grantee shall provide the City with a completion report including data for all Habitat 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 Grantee 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 Grantee may suspend the grant or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. The City shall allow all necessary and proper costs which the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.

**30. Certifications and Assurances.** The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 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 Grantee 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 Grantee 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. **Displacement, Relocation & Acquisition.** The Grantee shall implement its HOME Program in conformance with the requirements of 24 CFR 92.353 pertaining to displacement, relocation, and acquisition. The Grantee 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 Grantee 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 Grantee 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 Grantee shall implement its HOME Program in conformance with the requirements of 24 CFR 92.356 pertaining to **conflict of interest**.
- I. The Grantee shall implement its HOME Program in conformance with the requirements of 24 CFR 92.358 pertaining to flood insurance.
- J. The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee shall comply with all other requirements of the HOME Program which may be applicable to a Grantee 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 Grantee 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 grantees and sub grantees.
- 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 grantees and sub grantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.
- R. **Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000).** In carrying out this agreement, the Grantee 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 grantees and sub grantees. 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 Statues 871).

T. **Lead-based Paint.** The Grantee 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.

**31. Royalties, Patents, Notices and Fees.** The Grantee shall give all notices and pay all royalties and fees if applicable to carrying out the provisions of this Agreement.

**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 Grantee 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 grantee 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 Grantee 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 Grantee 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 Grantee shall ensure that housing it assists with HOME funds meets the affordability requirements of 24 CFR Parts 92, as applicable.

- B. The Grantee 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 Grantee is undertaking rental projects; the Grantee shall establish affordable initial rents and procedures for rent increases.
- D. If the Grantee is undertaking homeownership projects for sale to homebuyers, the Grantee shall set forth resale or recapture requirements that conform with 24 CFR Part 92.254 (a).

**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 Grantee.** The Grantee certifies that all information provided pursuant to obtaining this Grant is true and complete. The Grantee 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 Grantee shall, upon request, return to the City any unexpended funds of the Grant in the Grantee's possession, or control will revert to the City, and the Grantee 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 GRANTEE 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 Grantee 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.

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: \_\_\_\_\_  
Mary Ruttan  
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-  
02005/02006/2007/2008/2009/2010/2011/2012 (HOME  
Dev.)

\_\_\_\_\_  
Brigham Smith, City Attorney

\_\_\_\_\_  
Randy Endsley, Accounting Manager

## Attachment A

### FY12-13 Proposed New Construction and HOME Development Budget

<b><u>Grant Request</u></b>	<b><u>City</u></b>	<b><u>Other</u></b>	<b><u>Total</u></b>
Personnel	0	0	0
Operating	0	0	0
Capital Investment HOME Development	800,000	0	
Total:	800,000	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.

Grantee 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 Grantee 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. Funds may be used outside of target areas if there are insufficient applications or feasible projects in target areas to fully utilize funds available.

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

<b>1. Baker Donora NPP</b> Boundaries: North: Red Cedar River West: Cedar Street South: Mt. Hope Avenue East: Pennsylvania Avenue	<b>5. Oak Park</b> Boundaries: North: E. Saginaw Street West: N. Larch Street South: E. Michigan Avenue East: Pennsylvania Avenue
<b>2. School for the Blind</b> Boundaries: North: Grand River Avenue West: N. Martin Luther King Blvd. South: Saginaw Street East: Grand River Avenue	<b>6. Vision 2020 Westside</b> Boundaries: North: W. Shiawassee Street West: Jenison, Huron and West St. South: Olds Avenue East: Martin Luther King Blvd.
<b>3. East Saginaw/E. Grand River Ave.</b> Boundaries: North: E. Grand River Ave. West: Railroad Tracks South: Saginaw and Orchard Street East: June Street	<b>7. Seven Block</b> Boundaries: North: Allegan Street West: Martin Luther King Blvd. South: I-496 East: Butler Street
<b>4. NSP 2 Eligible Census Tracts</b>	<b>8. NSP 1 Eligible Areas</b>

INGHAM COUNTY LAND BANK AUTHORITY

**RESOLUTION TO AUTHORIZE THE CHAIRMAN OR EXECUTIVE DIRECTOR TO ENTER INTO A LEASE WITH OPTION TO PURCHASE FROM THE SWEET CAKE COMPANY FOR THE PROPERTY LOCATED AT 122 W. GRAND RIVER AVENUE, WILLIAMSTON, MICHIGAN FOR THE LEASE AMOUNT OF \$600.00 PER MONTH AND PURCHASE PRICE OF NOT LESS THAN \$50,000.**

**RESOLUTION #12-19**

**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 the property located at 122 W. Grand River, Williamston, consisting of a one story 1,424 sq.ft commercial building in July of 2011 through tax foreclosure; and

**WHEREAS**, this building is a focal point in downtown Williamston; and

**WHEREAS**, the intended redevelopment is for a local bakery; and

**WHEREAS**, the City of Williamston has expressed support for the proposed project; and

**WHEREAS**, the property had an appraised value in 2011 of \$71,000, 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 Chairman or the Executive Director to enter into a lease with option to purchase from the Sweet Cake Company for the property located at 122 W. Grand River, Williamston, Michigan for the sum lease amount of \$600.00 per month and the purchase price not less that \$50,000.

Aye:

Nay:

Absent:

Appointed Members  
BRIAN McGRAIN, Vice-Chair  
REBECCA BAHAR-COOK, Treasurer  
DEB NOLAN, Secretary  
DEBBIE DE LEON



Chair  
ERIC SCHERTZING

Executive Director  
MARY RUTTAN

## Ingham County Land Bank Fast Track Authority

422 Adams Street • Lansing, Michigan 48906 • phone (517) 267-5221 • fax (517) 267-5224

### Ingham County Land Bank Authority Commercial Land Transfer Application Form

Please review the Ingham County Land Bank Priorities, Policies, and Procedures before completing this application. To Purchase a LBA owned property, submit a completed application to the *Ingham County Land Bank, 422 Adams Street, Lansing, MI 48906*

#### Contact Information

Name of applicant: Shayna Bennett  
Name of Business: The Sweet Cake Company  
Mailing address: 212 Kent Street Suite 5, Portland MI 48875  
Phone #: 571-4025-9401 Cell phone #: 517-402-9401  
Fax #: n/a Email address: shayna@sweetcakecompany.com

#### Property Information

List of LBA property addresses/parcel ID #s: \_\_\_\_\_  
122 W. Grand River Rd., Williamston MI 48895

Description of property in its existing condition: The property is currently set-up as a restaurant. Cosmetic issues with property: missing and damaged ceiling in kitchen area, missing and damaged wall panel in main dining room. Dirty floor tiles and carpet. Old and dirty paint on walls.

Purchase/Lease/Option offer amount: Please see attachment #1

#### Redevelopment Plan

Description of planned improvements/renovation: Please see attachment # 2

Development Team Description: (list of names of developer, contractors, lead construction lender, architects, project managers, etc.)

Please see attachment # 2



Timeline for renovation/improvement:

*Please see attachment #2*

Description of how the purchase and the project improvement/renovation will be financed:

*Project will be financed with cash on hand*

Please attach the following documents:

- > Two years of tax returns
- > Pre-qualification letter from lender (if applicable)
- > Most recent audited financial statement
- > Development budget \*\*see attachment #2
- > Operating budget

The proposed land transfer described in this application form complies with the applicable Ingham County Land Bank Priorities, Policies and Procedures.

Signature of Applicant

Date

9/17/12

**INGHAM COUNTY  
LAND BANK AUTHORITY**





Attachment #1

Letter of Intent

Lease with Option to Purchase

August 5, 2012

Shayna Bennett

The Sweet Cake Company

212 Kent Street Suite 5

Portland Michigan 48875

517-402-9401

Property: 122 West Grand River, Williamston, Michigan

Monthly lease payment of \$600.00 with the first three months at no cost in order to aid the tenant with remodeling and transition.

Tenant will pay \$1000.00 for the option to purchase the property at any time within three years. Purchase price to be \$50,000.

The property owner is to maintain the roof, plumbing and HVAC and is to have those systems in working order prior to the tenant's possession. Tenant to remodel to suit and provide general care and maintenance during the term of the lease.



Shayna Bennett

**Proposed Improvements/Renovations**  
**And Budget for Improvements/Renovations**  
**122 W. Grand River, Williamston MI 48895**

**Current Condition of the Location:**

Location is currently set up for restaurant/food service

The configuration of the counters in the main room, the location of the kitchen, plumbing and electrical is conducive for my needs. I propose basic cosmetic improvements and repairs to the location to make it suitable for my business.

**Proposed Improvements:**

**A. Wash Down and Paint Walls in kitchen and two red walls in main room**

Materials Equipment needed to complete Project:

Cleaner \$20, Ladders (have on hand), Paint Rollers and extension poles (have on hand), 5 gallons paint \$96, Paint rollers/pads (have on hand)

Person Completing Job: Self

Time to complete Job: 30 hours

Total Job Cost: \$116.00

**B. Clean Carpets**

Materials/Equipment needed to complete Project:

Rented Carpet Cleaner \$33, Carpet Cleaning Solution \$30

Person Completing Job: Self

Time to complete Job: 15 hours

Total Job Cost: \$63.00

**C. Clean/Scrub/Buff Tile Floors**

Materials needed to complete Project:

Rented Floor Scrubber \$66, Floor cleaning solution \$30

Person Completing Job: Self

Time to complete Job: 15 hours

Total Job Cost: \$96

D. Replace and Repair Missing Wall Panel in Main Room

Materials needed to complete Project:

4x8 sheet of drywall \$12, drywall mud and tape approx. \$15, sanders (have on hand), screws (have on hand), drill (have on hand)

Person Completing Job: Self/ family

Time to complete Job: 10 hours

Total Job Cost: approx. \$27

E. Repair Ceiling Grid in Kitchen and Replace Ceiling Tiles

Materials needed to complete Project:

Ceiling grid \$75, 118 square foot ceiling tiles \$90.00, supports \$20

Person Completing Job: Self/family

Time to complete Job: 20 hours

Total Job Cost: \$210

F. Remove outside Awning and Framework repair wood and paint front exterior

Materials needed to complete Project:

2 gallons exterior woods stain \$60, stain pads \$20, wood filler \$15

Person Completing Job: Self/ family

Time to complete Job: 12 hours

Total Job Cost: \$95.00

G. Overall Deep Cleaning: windows, counters, doors, shelving, bathroom, sweeping and dusting out basement

Materials/Equipment needed to complete project"

Cleaning supplies: Rags, paper towel cleaning products \$50

Cleaning Equipment: Vacuum, mops, brooms: have on hand

Time to complete job: 25 hours

Total Job Cost: \$50

H. Installation of Three Compartment Sink

Materials/ Equipment needed to complete Project:

Three Compartment Sink (have), plumbing permit \$100

Person Completing Job: Plumbing Contractor \$75 (Briggs, Williamston MI)

Time to complete Job: 1 hours

Total Job Cost approx.: \$175

I. Installation of Oven Hood

Materials needed to complete Project:

Oven hood (have on hand), hardware (have on hand), mechanical permit \$102

Person Completing Job: Mechanical Contractor \$75 (Briggs, Williamston MI)

Time to complete Job: 1 hour

Total Job Cost: \$ 178

**Total Cost and Time Necessary to Complete Renovations/Improvements:**

Total Cost: \$ 1010

Total Hours: 129 hours

I estimate we will be able to put in about 10 to 15 hours per week working on the location and have all projects completed and contractor work done within 8 to 9 weeks. All projects will be funded with cash on-hand.

Project 12 Month Operating Budget for The Sweet Cake Company

at

122 W. Grand River Williamston MI 48895

Revenue

Food and Beverage Sales	\$ 8572.94
Special Event (Wedding Cake) Sales	<u>\$27,398.75</u>
Total Revenue	\$ 35,971.69

Cost of Goods Sold (COGS)

17% of total revenue	<u>\$6115.19</u>
Total Cost of Goods Sold	\$6115.19
GROSS PROFIT	\$29,856.50

Operating Expenses

Advertising/Promotion	\$500.00
Office Supplies	\$150.00
Other tools and Supplies	\$150.00
Licenses	\$70.00
Rent Expense	\$7200.00
Internet/Phone	\$480.00
Insurance	\$480.00
Shop Misc. Maintenance	\$250.00
Utilities	<u>\$1800.00</u>
Total Operating Expenses	11080.00

NET PROFIT	\$18,776.50
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# Income Statement

The Sweet Cake Company

Reporting Period June 01, 2012 to August 31, 2012

Created September 17, 2012

Account	August 31, 2012
Revenue	
<u>Food &amp; Beverage Sales</u>	<u>1,829.25</u>
<u>Special Events Income</u>	<u>9,913.50</u>
Total Revenue	11,742.75
Cost of Goods Sold (COGS)	
<u>Materials Cost</u>	<u>936.78</u>
<u>Purchases -- Parts &amp; Materials</u>	<u>407.85</u>
Total Cost of Goods Sold (COGS)	1,344.63
GROSS PROFIT	10,398.12
Operating Expenses	
<u>Advertising &amp; Promotion</u>	<u>205.95</u>
<u>Office Supplies</u>	<u>18.40</u>
<u>Rent Expense</u>	<u>900.00</u>
<u>Telephone -- Land Line</u>	<u>35.43</u>
<u>Utilities</u>	<u>181.71</u>
Total Operating Expenses	1,341.49
NET PROFIT	9,056.63

# INGHAM COUNTY LAND BANK

## ACTIVITY REPORT

(DASHBOARD)

August 31, 2012

	Inventory as of 12/31/2011	Acquired as of 8/31/2012	Rental or Garden	Demolished as of 8/31/2012	Sold as of 8/31/2012	Current Inventory as of 8/31/2012
Structures	367	12	(13)	(92)	(39)	235
Rentals	13	0	13	0	0	26
Gardens	42	0	17	0	0	59
Vacant Land	364	0	(17)	92	(5)	434
Commercial	13	0	0	0	(3)	10
<b>TOTAL(S)</b>	799	12	30	92	(47)	764

Approved Line of Credit as of 8/31/2012	
Total Line of Credit	\$5,000,000.00
Obligated	3,475,000.00
Available Balance	1,525,000.00



<b>9/17/2012 Garden Program Update</b>	
Participating ICLB 2010 Gardens	13
Participating ICLB 2011 Gardens	14
New 2012 Gardens	18
<b>Totals</b>	
Total Gardens	45
Total ICLB Parcels	60
GLFB GP Affiliated Gardens	15
<b>Vacant/Possible Garden Space</b>	350
<b>People Served</b>	300 households = 700 people

09/13/2012

CHECK REGISTER FOR INGHAM COUNTY LAND BANK  
CHECK DATE FROM 08/01/2012 - 08/31/2012

Check Date	Check	Vendor Name	Amount
Bank GEN			
08/02/2012	8095	MIKE CHILDERS & SONS EXCAVATING	29,260.00
08/03/2012	8096	RED CEDAR CONSULTING, LLC	2,593.50
08/15/2012	8097	BOARD OF WATER & LIGHT	784.45
08/15/2012	8098	BOARD OF WATER & LIGHT	1,088.32
08/15/2012	8099	BOARD OF WATER & LIGHT	1,256.55
08/15/2012	8100	BOARD OF WATER & LIGHT	493.14
08/15/2012	8101	BOARD OF WATER & LIGHT	802.42
08/15/2012	8102	BOARD OF WATER & LIGHT	874.67
08/15/2012	8103	BOARD OF WATER & LIGHT	209.01
08/15/2012	8104	CONSUMERS ENERGY	184.39
08/15/2012	8105	CONSUMERS ENERGY	179.77
08/15/2012	8106	CONSUMERS ENERGY	192.57
08/15/2012	8107	CONSUMERS ENERGY	189.02
08/15/2012	8108	CONSUMERS ENERGY	200.60
08/15/2012	8109	CONSUMERS ENERGY	229.47
08/15/2012	8110	CONSUMERS ENERGY	35.58
08/15/2012	8111	CHARTER TOWNSHIP OF LANSING	21.30
08/15/2012	8112	COMMERCIAL CLEANING	2,064.70
08/15/2012	8113	COHL, STOKER & TOSKEY, P.C.	1,400.40
08/15/2012	8114	HASSELBRING CLARK CO	214.32
08/15/2012	8115	DBI BUSINESS INTERIORS	177.61
08/15/2012	8116	PAM BLAIR	180.00
08/15/2012	8117	PURCHASE POWER	216.06
08/15/2012	8118	RIZZI DESIGNS	2,819.90
08/15/2012	8119	CITY PULSE	879.30
08/15/2012	8120	THE MICHIGAN BULLETIN	125.00
08/15/2012	8121	CAPITAL IMAGING	0.00 V
08/15/2012	8122	CAPITAL IMAGING	56.80
08/15/2012	8123	MIKE CHILDERS & SONS EXCAVATING	37,163.00
08/15/2012	8124	DISCOUNT ONE HOUR SIGNS, INC	13,438.00
08/15/2012	8125	THE JOB SHOP INK, INC.	116.00
08/15/2012	8126	MOLENAAR & ASSOCIATES, INC	1,200.00
08/15/2012	8127	ETC	490.00
08/15/2012	8128	THERMAL INSPECTION SERVICE LLC	1,050.00
08/15/2012	8129	KEBS, INC.	180.00
08/15/2012	8130	C&K SMALL ENGINE REPAIR	134.30
08/15/2012	8131	AMERICAN RENTALS INC.	125.00
08/15/2012	8132	CRAWFORD DOOR COMPANY	89.25
08/15/2012	8133	MARK'S LOCK SHOP INC	120.75
08/15/2012	8134	FOX BROTHERS COMPANY	34.00
08/15/2012	8135	THE SHERWIN-WILLIAMS CO.	104.11
08/15/2012	8136	STANDARD ELECTRIC COMPANY	717.34
08/15/2012	8137	DAVIS GLASS & SCREEN	657.34
08/15/2012	8138	DRAKE'S INSULATION, INC	1,577.60
08/15/2012	8139	MICHIGAN PLUMBING	407.00
08/15/2012	8140	BWB CLEANING	1,652.00

08/15/2012	8141	TONY MARTINEZ	1,260.00	
08/15/2012	8142	J & M HAULING	1,400.00	
08/15/2012	8143	K&T ELECTRIC	1,740.00	
08/15/2012	8144	ELIEFF BROTHERS ROOFING INC	2,600.00	
08/15/2012	8145	DOTY MECHANICAL	345.00	
08/15/2012	8146	LJ TRUMBLE BUILDERS	91,686.00	
08/15/2012	8147	DICK CORTRIGHT	350.00	
08/15/2012	8148	SC SERVICES ENVIRONMENTAL	0.00	V
08/15/2012	8149	CARPENTRY AND MORE	625.00	
08/15/2012	8150	NORTHERN HOME IMPROVEMENT	1,180.00	
08/15/2012	8151	NORSHORE BUILDING INC	19,397.00	
08/15/2012	8152	CENTURY CONSTRUCTION	44,480.94	
08/15/2012	8153	BG & SON HOME IMPROVEMENTS	7,220.00	
08/15/2012	8154	MASTERWORK, L.L.C.	431.20	
08/15/2012	8155	DON PLANTZ CONCRETE	2,100.00	
08/15/2012	8156	KEHREN CONSTRUCTION, LLC	3,820.50	
08/15/2012	8157	BILL HASSENGER	0.00	V
08/15/2012	8158	INGHAM COUNTY HOUSING COMMISSION	14,182.08	
08/15/2012	8159	WOODWORKS & DESIGN CO.	20,722.00	
08/15/2012	8160	CAPTIOL CITY PLUMBING	850.00	
08/15/2012	8161	MID-MICHIGAN MECHANICAL & CONSTRUCT	7,620.00	
08/15/2012	8162	JOE SHERRICK	475.00	
08/15/2012	8163	NAHB RESEARCH CENTER	500.00	
08/15/2012	8164	EDEN GLEN CONDO ASSOCIATION	6,090.00	
08/15/2012	8165	INGHAM COUNTY REGISTER OF DEEDS	17.00	
08/15/2012	8166	MICHIGAN COMMUNITY DEVELOPMENT ASS	450.00	
08/15/2012	8167	LANSING CITY TREASURER	22,251.73	
08/15/2012	8168	CITY OF LANSING	3,960.00	
08/15/2012	8169	SECOND CHANCE EMPLOYMENT	7,289.96	
08/15/2012	8170	SCHUMACHER'S FOUR SEASONS	8,035.00	
08/15/2012	8171	FRITZY'S LAWN & SNOW	2,775.00	
08/15/2012	8172	ALL STAR SNOW REMOVAL	1,455.00	
08/15/2012	8173	MCKISSIC CONSTRUCTION	2,130.00	
08/15/2012	8174	INTEGRITY LAWN MAINTENANCE	4,050.00	
08/15/2012	8175	AMO INSPECTIONS & APPRAISALS	1,985.00	
08/15/2012	8176	MANWELL MCCLINTON	413.48	
08/15/2012	8177	DENNIS GRAHAM	147.63	
08/15/2012	8178	JOSEPH G BONSALE	389.76	
08/15/2012	8179	LINDA SCHONBERG	111.65	
08/15/2012	8180	JARED TALAGA	392.51	
08/15/2012	8181	MELISSA LOTT	116.53	
08/15/2012	8182	SARAH LUKAS	67.97	
08/15/2012	8183	ANJI REYNOLDS	98.83	
08/15/2012	8184	DAWN VAN HALST	92.87	
08/15/2012	8185	Void	0.00	V
08/16/2012	8186	BEN HASSENGER	100.00	
08/16/2012	8187	METRO DEVELOPMENT CORP.	2,000.00	
08/16/2012	8188	CITY OF LANSING	68,882.94	
08/16/2012	8189	Void	0.00	V
08/16/2012	8190	Void	0.00	V
08/17/2012	8191	SC SERVICES ENVIRONMENTAL	38,376.00	
08/24/2012	8192	INGHAM COUNTY REGISTER OF DEEDS	740.00	

08/29/2012	8193	BOARD OF WATER & LIGHT	3,355.00
08/29/2012	8194	BOARD OF WATER & LIGHT	978.90
08/29/2012	8195	BOARD OF WATER & LIGHT	695.41
08/29/2012	8196	BOARD OF WATER & LIGHT	358.70
08/29/2012	8197	DELHI TOWNSHIP	13.00
08/29/2012	8198	TOSHIBA FINANCIAL SERVICES	381.88
08/29/2012	8199	SPRINT	267.43
08/29/2012	8200	AT & T	259.47
08/29/2012	8201	COMCAST	66.95
08/29/2012	8202	HOME DEPOT CREDIT SERVICES	687.20
08/29/2012	8203	HSBC BUSINESS SOLUTIONS	2,252.87
08/29/2012	8204	SEARS COMMERCIAL ONE	12,254.00
08/29/2012	8205	CITY OF LANSING	48,960.40
08/29/2012	8206	INGHAM COUNTY TREASURER	53,124.03
08/29/2012	8207	THE CENTER FOR COMMUNITY PROGRESS	530.00
08/29/2012	8208	H.C. BERGER COMPANY	158.56
08/29/2012	8209	DBI BUSINESS INTERIORS	204.31
08/29/2012	8210	CITY PULSE	879.30
08/29/2012	8211	RIZZI DESIGNS	561.45
08/29/2012	8212	GREATER LANSING HOUSING COALITION	1,470.81
08/29/2012	8213	SOUTH ST, LLC	500.00
08/29/2012	8214	INGHAM COUNTY HEALTH DEPARTMENT	1,439.25
08/29/2012	8215	GRANGER LANDSCAPE SUPPLY	5.00
08/29/2012	8216	MARK'S LOCK SHOP INC	163.00
08/29/2012	8217	COMMERCIAL CLEANING	1,447.40
08/29/2012	8218	BWB CLEANING	1,439.30
08/29/2012	8219	J & M HAULING	4,850.00
08/29/2012	8220	GLASS BLOCK AND MORE	75.00
08/29/2012	8221	HAZEN LUMBER, INC.	1,090.60
08/29/2012	8222	MPC CASH-WAY LUMBER	1,168.00
08/29/2012	8223	W.F. BOHNET ELECTRIC CO	135.01
08/29/2012	8224	THE SHERWIN-WILLIAMS CO.	16.49
08/29/2012	8225	WISEMAN TREE EXPERTS	3,255.50
08/29/2012	8226	KELLEY APPRAISAL COMPANY	300.00
08/29/2012	8227	ETC	1,470.60
08/29/2012	8228	ASBESTOS ABATEMENT INCORPORATED	1,220.00
08/29/2012	8229	METRO DEVELOPMENT CORP.	500.00
08/29/2012	8230	WES STEFFEN PLUMBING	175.00
08/29/2012	8231	HOLT ELECTRIC & SON	230.00
08/29/2012	8232	MICHIGAN PLUMBING	718.00
08/29/2012	8233	ELIEFF BROTHERS ROOFING INC	10,740.00
08/29/2012	8234	DON PLANTZ CONCRETE	4,100.00
08/29/2012	8235	MERIDIAN PLUMBING	200.00
08/29/2012	8236	MICHIGAN DEMOLITION & EXCAVATION	5,000.00
08/29/2012	8237	GRACE AT HOME	11,235.00
08/29/2012	8238	WOODWORKS & DESIGN CO.	12,482.00
08/29/2012	8239	CHARLES L THERRIAN BUILDER	5,490.00
08/29/2012	8240	CENTURY CONSTRUCTION	19,855.30
08/29/2012	8241	NORSHORE BUILDING INC	8,789.00
08/29/2012	8242	J. F. SHEWCHUCK CONSTRUCTION	2,522.25
08/29/2012	8243	BG & SON HOME IMPROVEMENTS	10,805.00
08/29/2012	8244	BAKER BUILDERS, INC	56,627.00

08/29/2012	8245	NORTHWEST INITIATIVE	2,704.00	
08/29/2012	8246	KEHREN CONSTRUCTION, LLC	2,697.50	
08/29/2012	8247	AMO INSPECTIONS & APPRAISALS	2,470.00	
08/29/2012	8248	PAUL HICKNER	225.00	
08/29/2012	8249	MOLENAAR & ASSOCIATES, INC	900.00	
08/29/2012	8250	VET'S ACE HARDWARE	42.92	
08/29/2012	8251	SCHAFER'S INC	88.00	
08/29/2012	8252	FIBERTEC ENVIRONMENTAL SERVICES	144.00	
08/29/2012	8253	ALL STAR SNOW REMOVAL	1,410.00	
08/29/2012	8254	INTEGRITY LAWN MAINTENANCE	1,310.00	
08/29/2012	8255	MCKISSIC CONSTRUCTION	3,780.00	
08/29/2012	8256	MOW MASTER	7,140.00	
08/29/2012	8257	SECOND CHANCE EMPLOYMENT	6,801.50	
08/29/2012	8258	EDEN GLEN CONDO ASSOCIATION	6,090.00	
08/29/2012	8259	DENNIS GRAHAM	174.85	
08/29/2012	8260	MANWELL MCCLINTON	149.30	
08/29/2012	8261	LINDA SCHONBERG	121.23	
08/29/2012	8262	KARL FOFANA	667.95	
08/29/2012	8263	JASPER PRIEST	66.00	
08/29/2012	8264	LANSING CITY TREASURER	10,470.15	
08/29/2012	8265	Void	0.00	V
08/29/2012	8266	LANSING CITY TREASURER	13,558.20	
08/29/2012	8267	CITY OF EAST LANSING	1,460.47	
08/29/2012	8268	CHARTER TOWNSHIP OF LANSING	1,061.66	
08/29/2012	8269	DELHI TOWNSHIP	558.65	
08/29/2012	8270	LANSING CITY TREASURER	0.00	V

GEN TOTALS:

Total of 176 Checks:

860,982.87

INGHAM COUNTY LAND BANK AUTHORITY  
STATEMENT OF NET ASSETS  
STATEMENT OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
JULY 31, 2012

Assets

Cash	\$ 11,039.46
Accounts Receivable	5,205.20
Land Contract Receivable	1,812,693.17
Land Contract Interest Receivable	48,793.60
Land Contract Escrow	18,985.89
Notes Receivable	180,000.00
Specific Tax Receivable	1,215.84
Specific Tax Receivable-Prior Year	940.67
OCOF Nonprofit Receivable	5,322.68
Ingham County Receivable-General	45,940.57
NSP1 Lansing City Receivable	10,790.39
Home Lansing City Receivable	85,902.64
Lansing City Receivable-General	22,824.84
NSP County Receivable	5,359.91
NSP2 MSHDA Receivable	127,092.00
Suspension Account	(4,439.45)
Inventory	4,161,720.35
NSP2 Inventory	<u>962,000.00</u>
Total Assets	\$ 7,501,387.76

Liabilities

Accounts Payable	31,822.40
Notes Payable	
PNC Bank	3,475,000.00
Due to Ingham County	1,106,188.08
Due to City of Lansing	68,882.94
Rental Deposit	9,532.00
Good Faith Deposits	8,300.00
Land Contract Escrow	17,736.34
NSP2 Deferred Revenue	<u>962,000.00</u>
Total Liabilities	\$5,679,461.76

Retained Earnings \$1,680,304.76

Total Net Assets \$ 141,621.24

STATE OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
JULY 31, 2012

Revenues

Property Sales	\$ 843,043.51
NSP2 MSHDA Adm. Fee Revenue	55,819.00
NSP2 MSHDA Revenue	2,515,719.43
NSP2 Program Income	892,288.96
NSP1 Lansing Revenue	34,678.80
NSP1 Lansing Re-investment Revenue	243,879.85
HOME Revenue	70,194.98
NSP County Revenue	817.78
Interest Income	105,678.97
Rental Income	62,732.17
Late Fee Revenue	1,639.95
Insurance Revenue	9,091.62
Miscellaneous Revenue	420.50
Revenue Transfer	400,000.00
Rental Deposit Forfeiture	<u>600.00</u>
Total Revenue	\$ 5,236,605.52

Operating Expenses

Cost of Land Sold	838,403.91
Supplies	5,733.94
Audit Fees	8,500.00
Communication	2,724.10
Security	243.68
Memberships	190.00
Rental	2,000.00
Equipment-Small Purchase	2,145.59
Postage	1,054.80
Media	12,991.91
Interior Staging	82.79
Auction Expense	5,000.00
Renovation Expense	330.00
Consultants	35,318.00
Bank Fees	891.06
Legal	7,239.60
Travel	4,393.96
Conferences	900.00
Software	2,093.99
Insurance	11,400.79
Payroll Reimbursement	134,891.62
Americorp	5,894.50

Operating Expenses (cont.)

Employer Tax Liability	9,050.14
Payroll Service	671.08
Workers Compensation	5,252.47
Utilities	953.91
Building Maintenance	4,789.18
Lawn & Snow	745.00
Land Contract Default	84,875.93
Interest Expense	27,769.70
Garden Program	13,308.76
Bike Share Program	2,440.00
Housing Counseling	900.00
Building Maintenance	2,017.48
HOME Lansing City	121,220.58
NSP1 Lansing City	131,977.61
NSP Ingham County	2,276.71
NSP II	2,718,085.27
NSP2 Program Income Expense	884,861.74
NSP III	<u>1,364.48</u>
Total Expense	\$ 5,094,984.28
Total Net Assets, end of period	<u>\$ 141,621.24</u>



INGHAM COUNTY LAND BANK AUTHORITY  
 STATEMENT OF NET ASSETS  
 STATEMENT OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
 AUGUST 31, 2012

Assets

Cash	\$ 176.92
Accounts Receivable	5,205.20
Land Contract Receivable	1,808,297.85
Land Contract Interest Receivable	41,674.16
Land Contract Escrow	18,985.89
Notes Receivable	180,000.00
Specific Tax Receivable	582.30
Specific Tax Receivable-Prior Year	940.67
OCOF Nonprofit Receivable	5,322.68
Ingham County Receivable-General	33,521.08
NSP1 Lansing City Receivable	20,831.95
Home Lansing City Receivable	1,319.04
Lansing City Receivable-General	24,295.65
NSP County Receivable	5,359.91
NSP2 MSHDA Receivable	56,627.00
Suspension Account	(4,439.45)
Inventory	4,259,474.37
NSP2 Inventory	<u>962,000.00</u>
Total Assets	\$ 7,420,175.22

Liabilities

Accounts Payable	18,387.71
Notes Payable	
PNC Bank	3,475,000.00
Due to Ingham County	1,106,188.08
Due to MSHDA	75.27
Rental Deposit	9,532.00
Good Faith Deposits	8,752.00
Land Contract Escrow	(6,334.00)
NSP2 Deferred Revenue	<u>962,000.00</u>
Total Liabilities	\$5,573,601.06

Retained Earnings	<u>\$1,680,304.76</u>
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Total Net Assets	<u>\$ 166,269.40</u>
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STATE OF REVENUES, EXPENSES & CHANGE IN NET ASSETS  
AUGUST 31, 2012

Revenues

Property Sales	\$ 890,043.51
NSP2 MSHDA Adm. Fee Revenue	98,850.00
NSP2 MSHDA Revenue	2,814,118.43
NSP2 Program Income	1,020,288.96
NSP1 Lansing Revenue	36,433.31
NSP1 Lansing Re-investment Revenue	271,755.85
HOME Revenue	70,194.98
NSP County Revenue	817.78
Developer Fee Revenue	8,287.05
Brownfield Revenue	124,383.36
Interest Income	107,280.83
Rental Income	75,413.09
Late Fee Revenue	1,843.20
Insurance Revenue	9,091.62
Miscellaneous Revenue	467.03
Revenue Transfer	400,000.00
Rental Deposit Forfeiture	<u>600.00</u>
Total Revenue	\$ 5,929,869.00

Operating Expenses

Cost of Land Sold	886,713.84
Supplies	6,318.12
Audit Fees	8,500.00
Communication	3,150.50
Security	243.68
Memberships	190.00
Rental	2,500.00
Equipment-Small Purchase	2,527.47
Vehicle Expense	13.00
Postage	1,254.80
Media	14,248.53
Interior Staging	105.64
Auction Expense	5,000.00
Renovation Expense	330.00
Consultants	37,318.00
Bank Fees	919.90
Legal	8,640.00
Travel	4,808.67
Conferences	1,880.00
Software	2,093.99
Insurance	11,400.79
Payroll Reimbursement	152,287.75
Americorp	7,333.75

Operating Expenses (cont.)

Employer Tax Liability	10,391.62
Payroll Service	805.61
Workers Compensation	5,996.28
Utilities	1,210.25
Building Maintenance	5,490.31
Lawn & Snow	925.00
Land Contract Default	84,875.93
Interest Expense	27,769.70
Garden Program	14,097.87
Bike Share Program	2,440.00
Housing Counseling	900.00
Building Maintenance	2,106.21
HOME Lansing City	123,322.08
NSP1 Lansing City	167,477.62
NSP Ingham County	2,425.27
NSP II	3,222,811.40
NSP2 Program Income Expense	922,445.44
NSP III	9,330.58
CDBG Demo Expense	<u>1,000.00</u>

Total Expense	\$ 5,763,599.60
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Total Net Assets, end of period	<u>\$ 166,269.40</u>
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