



**BOARD COORDINATOR**  
**GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312  
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020  
FAX: (810) 257-3008

JOSHUA M. FREEMAN  
COORDINATOR

**COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE**  
**Monday, August 14, 2017, 9:30 a.m.**  
**AGENDA**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. MINUTES – July 17, 2017**
- IV. PUBLIC COMMENTS TO THE COMMITTEE**
- V. COMMUNICATIONS**
  - A. C081417VA: MSU Citizen Planner Classroom Series**
  - B. C081417VB: 2017 Summer Recycle Day**
- VI. COMMUNITY DEVELOPMENT**
  - A. C081417VIA: Transfer of Community Development Program Funds**
  - B. C081417VIB: Neighborhood Stabilization Program (NSP) & HOME Program Participating Lender Agreements**
  - C. C081417VIC: Genesee County Continuum of Care – Certificate of Consistency with the Consolidated Plan**
- VII. ECONOMIC DEVELOPMENT**
- VIII. ENVIRONMENTAL BUSINESS**
  - A. C081417VIIIA: Latex Paint Recycling Program Extension**
- IX. OTHER BUSINESS**
  - A. C081417IXA: Michigan Transportation Planning Association (MTPA) Conference Travel Request**
  - B. C081417IXB: Michigan Association of Planning 2017 Conference Travel Request**
- X. ADJOURNMENT**

**COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE**  
**Monday, July 17, 2017, 9:30 a.m.**  
**MINUTES**



CALL TO ORDER

Chairperson Martin called the Community and Economic Development Committee to order at 10:21 a.m.



ROLL CALL

**Roll Call.**

**Present:** Nolden, Clack, Ellenburg, Courts, Young, Shapiro, Cousineau, Henry, Martin.



MINUTES – June 12, 2017, June 26, 2017

**Motion:** To approve the minutes of the June 12, 2017 Community and Economic Development Committee.

**Action:** Approve, **Moved by** Henry, **Seconded by** Nolden.

Motion passed unanimously.

**Motion:** To approve the minutes of the June 26, 2017 Community and Economic Development Committee.

**Action:** Approve, **Moved by** Henry, **Seconded by** Courts.

Motion passed unanimously.



PUBLIC HEARING

C071717IVA: Genesee County Program Year 2016 Consolidated Annual Performance Evaluation Report (CAPER)

Public hearing began at 10:22 a.m.

Public hearing ended at 10:22 a.m.



PUBLIC COMMENTS TO THE COMMITTEE

None



COMMUNICATIONS

C071717VIA: I-69 Thumb Region – Regional Prosperity Initiative Update

Sheila Taylor, Principal Planner, gave the update.

**Motion:** To accept update.

**Action:** Approve, **Moved by** Young, **Seconded by** Nolden.

Motion passed unanimously.



#### COMMUNITY DEVELOPMENT

None



#### ECONOMIC DEVELOPMENT

None



#### ENVIRONMENTAL BUSINESS

None



#### OTHER BUSINESS

Chairperson Martin stated he will not be here for the Public Works Committee meeting today.



#### ADJOURNMENT

**Motion:** To adjourn the May 8, 2017 Community and Economic Development Committee meeting.

**Action:** Adjourn, **Moved by** Young, **Seconded by** Ellenburg.

Motion passed unanimously.

Chairperson Martin adjourned the Community and Economic Development Committee meeting at 10:27 a.m.

Transcribed by:

Kimberly L. Cunningham

Secretary/Stenographer

**MEMORANDUM**

**TO:** Commissioner David Martin, Chairperson  
Community and Economic Development Committee

**FROM:** Derek Bradshaw, Director-Coordinator  
Genesee County Metropolitan Planning Commission

**DATE:** August 14, 2017

**SUBJECT: MSU Citizen Planner Classroom Series**

Genesee County Metropolitan Planning Commission (GCMPC) is hosting the Michigan State University Extension (MSU) Citizen Planner Classroom Series. The Citizen Planner program is a land use training and certificate course geared toward local appointed and elected officials, zoning administrators and interested citizens. The course will be offered at the Genesee County Administration Building from September 14 – October 26 on Thursday evenings from 6:00 p.m. to 9:00 p.m. The cost is \$295 per person. Additional information is attached.

Registration is now open at: <https://events.anr.msu.edu/CPGen17>.





## Genesee County

SEPTEMBER 14 — OCTOBER 26, 2017, 6:00PM—9:00PM



## Citizen Planner Program

A Land Use Training and Certificate Course for Community Land Use Decision Makers

CITIZEN PLANNER IS A PROGRAM OF MSU EXTENSION

### ABOUT CITIZEN PLANNER

Citizen Planner provides time-tested educational programs on important local issues that are proven to be comprehensive without being overwhelming. The program is offered locally to provide a convenient way for busy volunteer community leaders to obtain the latest technical knowledge and information they need to perform their duties more effectively and responsibly.

### WHY CITIZEN PLANNER?

The simple truth is that communities need to change the way they do community planning. Local officials have a responsibility to help their communities manage the impacts of economic change and be part of the solutions to challenges and issues their communities face. Local communities that proactively plan to succeed in the New Economy can improve their quality of life and lead Michigan's recovery and transformation. The Citizen Planner empowers local officials to shape the future of their communities by providing them with the tools and education they need to lead.

The Citizen Planner Classroom program consists of a seven-session course leading to a certificate of completion awarded by Michigan State University Extension. The course is intended for local appointed and elected officials, zoning administrators and interested citizens.

Participants may also choose to continue on with the program and earn the Master Citizen Planner (MCP) credential by completing the entire course, a final exam and a capstone presentation. Master Citizen Planners receive course discounts, exclusive training opportunities and other incentives.

### CURRICULUM: FUNDAMENTALS OF PLANNING AND ZONING

Instructors for the training program include MSU Extension educators, planners, attorneys and MSU faculty.

1. **Introduction to Planning and Zoning:** Smart Growth and the New Economy, Conflict of Interest and Planning Resources
2. **Legal Foundations of Planning and Zoning:** Cases, Statutes and other Planning Authority
3. **Roles and Responsibilities, Part I:** Master Plan and Planning Process, Sub-Area Plans, and Working with the Public
4. **Roles and Responsibilities, Part II:** Zoning, Site Plans and Zoning Board of Appeals Process
5. **Plan Implementation and Development Controls:** Subdividing Land, Zoning Controls and Non-Regulatory Techniques
6. **Best Practices for Innovative Planning and Zoning:** Green Development, Form-Based Code, Traditional Neighborhood Design and Conservation Design
7. **The Art of Community Planning:** Participation, Effective Meetings and Managing Conflict

**MEMORANDUM**

**TO:** Commissioner David Martin, Chairperson  
Community and Economic Development Committee

**FROM:** Derek Bradshaw, Director-Coordinator  
Genesee County Metropolitan Planning Commission

**DATE:** August 14, 2017

**SUBJECT:** **2017 Summer Recycle Day**

The 2017 Summer Recycle Day Event will be held on Saturday, August 26<sup>th</sup> at Flushing High School and the Flint Water Service Center from 10:00 a.m. to 2:00 p.m. Posters and fliers have been distributed to local communities and agencies.



This event is made possible by working with many local partners including Keep Genesee County Beautiful, City of Flint, Flushing Schools, City of Flushing, Charter Township of Flushing, Flushing Township Police Department, Elga Credit Union, Local 370, Genesee County Sheriff's Department, Job Corps, and Great Lakes Recycling.

A fall event is scheduled at Bentley High School and the Flint Water Service Center on October 21<sup>st</sup>.



An Equal Opportunity Organization

K:\cd\CDMTG\C&ED\2017\2017 Recycle Day Event August.docx

Equal Housing Opportunity



**V B**

## MEMORANDUM

**TO:** Commissioner David Martin, Chairperson  
Community and Economic Development Committee

**FROM:** Derek Bradshaw, Director-Coordinator  
Genesee County Metropolitan Planning Commission

**DATE:** August 14, 2017

**SUBJECT:** **Transfer of Community Development Program Funds**

The following transfers were requested by the local units of government.

Amount	From Project	To Project	Comments
\$24,545	2016 Charter Township of Grand Blanc Demolition	2016 Charter Township of Grand Blanc Infrastructure Improvements	Transfer Requested, blighted property changed ownership
\$821.63	2015 Forest Township Senior Center Improvements	CDBG available funds	Project Completed, funding to be recaptured

At this time, the Allocation Committee is recommending approval of the Community Development Program fund transfers by the Community and Economic Development Committee.





**MEMORANDUM**

**TO:** Commissioner David Martin, Chairperson  
Community and Economic Development Committee

**FROM:** Derek Bradshaw, Director-Coordinator  
Genesee County Metropolitan Planning Commission

**DATE:** August 14, 2017

**SUBJECT: Neighborhood Stabilization Program (NSP) & HOME Program  
Participating Lender Agreements**

Under the Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) funding, newly rehabilitated homes are sold to eligible households. Genesee County's NSP allows down payment and closing cost assistance and gap financing assistance to eligible buyers.

The HOME Down Payment Assistance (DPA) Program's goal is to assist very low, low and moderate income families achieve homeownership. HOME DPA provides up to \$5,000 in down payment and closing cost assistance to each eligible homebuyer.

Genesee County Metropolitan Planning Commission staff works with local lenders to provide financial assistance to qualified NSP and HOME homebuyers. Staff asks that all lending institutions who wish to participate in the programs be approved by the County Board and have a formal agreement with Genesee County. This ensures that local lenders are aware of, and in compliance with, NSP and HOME rules and regulations and that Genesee County's assistance programs are approved by the lenders' underwriters.

Included in this request are NSP and HOME DPA lender agreements with Chase Bank and Fifth Third Bank. Attached are the NSP and HOME DPA agreements for your review.

At this time, the Allocation Committee is requesting approval to enter into agreements with Chase Bank and Fifth Third Bank for the purpose of providing financial assistance to NSP and HOME DPA Program homebuyers.





AGREEMENT  
FOR  
Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) Participating Lender Down  
Payment and Gap Financing Assistance

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 223, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Chase Bank USA, N.A.**, located at 6333 28<sup>th</sup> Street, Floor 01, Grand Rapids, Michigan, 49546-6915, hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County was awarded funds from the U.S. Department of Housing and Urban Development (HUD), under Title III of Division B of the Housing and Economic Recovery Act of 2008 and under Section 2301 (b) of the Housing and Economic Recovery Act of 2008, as amended, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 for additional assistance in accordance with the second undesignated paragraph under the heading 'Community Planning and Development – Community Development Fund' in Title XII of Division A of the American Recovery and Reinvestment Act of 2009, as amended (together the "Acts"), and hereby offers financial assistance to eligible homebuyers to acquire Genesee County Neighborhood Stabilization Program assisted homes in accordance with the requirements of the HOME Investment Partnerships (HOME) Program Section 24, Code of Federal Regulations (CFR), as set forth in Parts 91 and 92; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2008 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP; and

WHEREAS, GCMPC has submitted an amendment to the Genesee County 2010 Annual Action Plan to the Department of Housing and Urban Development for funding under the NSP3. GCMPC will act as the administrator of the Genesee County NSP funding; and

WHEREAS, the NSP assists very low, low, moderate and middle income households achieve homeownership;

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low, moderate and middle income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Acts, the Authority's General Rules, the provisions of the HOME Program, of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County NSP are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment and closing cost assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of five thousand dollars (\$5,000) for each eligible very low, low, moderate and middle income homebuyer, and/or up to \$25,000 in gap financing for eligible homebuyers for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the NSP, more specifically described in Exhibit A, attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit B)
2. The Lender agrees to conduct marketing outreach of the NSP to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.

3. The Lender agrees to determine program and income eligibility and underwrite the Loan Application Package and shall forward to the County NSP and to the potential homebuyer, written notice of loan approval.
4. The Lender agrees to provide certification that all homes to be assisted with NSP funds have been inspected by a licensed appraiser prior to the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing Counseling Agencies and to provide the County with referral documentation. (Exhibit C)
6. The Lender agrees to process, document, and fund Buyer's mortgages for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second, and where gap financing is provided a third, mortgage/lien and a promissory note in the amount of the NSP assistance, payable to the Genesee County Community Development Program. (Exhibit C)
8. The County agrees that the second, and where applicable third, mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the NSP consideration which he received, to the Genesee County Community Development Program. This shall be enforced with the use of a 15 year forgivable lien.
10. The Lender agrees to submit documents to include: certification of client income, property appraisal and funding request form. Upon receipt of all required documentation, the County agrees to prepare an approval letter stating the homebuyer is eligible for assistance. (Exhibit C)
11. The County agrees to subsidize an amount up to five-thousand dollars (\$5,000) for each eligible very low, low, moderate and middle income household, per approved mortgage in NSP down payment and closing cost assistance. Said sum to be used for up to 50% of the required down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available NSP funds. The County agrees to subsidize an amount up to twenty-five thousand dollars (\$25,000) for each eligible very low, low, moderate and middle income household per approved mortgage. Said sum to be used to provide financing to assist households which may not qualify for a loan amount which will allow the household to purchase a NSP assisted home. Exact amounts of subsidy will be determined by the County.
12. The Lender acknowledges and agrees to witness the homebuyer's signature on Genesee County's Subordination Policy. (Exhibit C)
13. The County agrees to immediately notify the Lender upon exhaustion of available NSP funds.
14. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
15. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
16. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the NSP, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
17. The Lender shall assure that homebuyer does not exceed 120% of the current Flint and Genesee County median family income. (Exhibit D)
18. The Lender acknowledges and agrees to the FHA Mortgage Limits. (Exhibit D)

19. This agreement shall be governed by the laws of the State of Michigan.

[SIGNATURE PAGE FOLLOWS]

**CHASE BANK USA, N.A.**

**GENESEE COUNTY**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
XXXXXXX  
XXXXXXXXXXXX  
Chase Bank USA, N.A.

By: \_\_\_\_\_  
Derek Bradshaw  
Director-Coordinator  
Genesee County Metropolitan Planning  
Commission

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Mark Young, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
Witness:

**NOTARY FOR THE COUNTY OF GENESEE**

State of Michigan

§

County of Genesee

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director-Coordinator**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

\_\_\_\_\_  
**KIMELEY S. STOWELL**

Notary Public, State of Michigan

County of Genesee

My Commission Expires: July 23, 2017

Date Notarial Act Performed: \_\_\_\_\_

**NOTARY FOR CHASE BANK USA, N.A.**

State of Michigan

§

County of Genesee

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me a notary public in and for said County, personally appeared \_\_\_\_\_ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

\_\_\_\_\_  
PRINTED NAME OF NOTARY: \_\_\_\_\_

Notary Public, State of Michigan, County of Genesee

My Commission Expires: \_\_\_\_\_

Date Notarial Act Performed: \_\_\_\_\_

## EXHIBIT A

A maximum of five thousand dollars (\$5,000) per approved mortgage for each eligible very-low low, moderate and middle income household, in NSP funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

### 1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 120% of the current median family income for Genesee County.

### 2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Have been, or will be, rehabilitated using Genesee County NSP funds.
- Be the principal residence of the homebuyer.
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251

### 3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but not limited to:
  - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
  - (vi) Ineligible costs - NSP funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

## EXHIBIT B

### NEIGHBORHOOD STABILIZATION PROGRAM FEDERAL REQUIREMENTS

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the NSP as implemented pursuant to the HOME regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use NSP funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit A)
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- D. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- F. The Lender shall assure that housing assisted with NSP funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- G. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in NSP Regulations 24 CFR 92, if determined to be applicable by the County.
- H. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- I. The Lender shall provide certification of a second lien payable to Genesee County Community Development Program.

## EXHIBIT C

Exhibit C contains the following information:

HUD Approved Housing Counseling Agencies  
Genesee County NSP Down Payment/Closing Cost Assistance Property Mortgage Lien  
NSP Deferred Payment Loan Promissory Note  
Genesee County NSP Gap Financing Lien  
Genesee County NSP Lender Checklist  
Request for Funding Form  
Genesee County Subordination Policy



## HUD Approved Housing Counseling Agencies in Genesee County, Michigan

### GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: [www.greenpath.com](http://www.greenpath.com)

#### Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

### METRO COMMUNITY DEVELOPMENT, INC.

503 S. Saginaw Street, Suite 804

Flint, MI 48502

Phone: (810) 767-4622

Website: [www.metro-community.org](http://www.metro-community.org)

#### Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

### MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: [MSHDA-Home-Ownership-PF@michigan.gov](mailto:MSHDA-Home-Ownership-PF@michigan.gov)

Website: [www.michigan.gov/mshda](http://www.michigan.gov/mshda)

#### Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
DOWN PAYMENT/CLOSING COST PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a Neighborhood Stabilization Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this XX<sup>XX</sup> day of XXXXXXXXXXXX, 2017,

by XXXXXXXXXXXX, a XXXXXXXXXXXX, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, Room 223, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the XXXXXXXXXXXX, County of Genesee and State of Michigan, viz:

Tax Parcel No.: XX-XX-XXX-XXX

Legal Description: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Commonly known as: XXXX XXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXX, MI XXXXX

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

XXXXXXXXXXXX XXXXXXXXXXXXXXXX Dollars and XXXXX cents (\$X,XXX.XX)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County Neighborhood Stabilization Program requires an affordability period of 15 years beginning with the date of this Agreement. The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven  
Sixth Year through fifteenth year.....10% forgiven on an annual basis

- (2) The amount of the loan to be repaid, based upon the above terms, will be recaptured if the Mortgagor sells the aforesaid property within the required period of affordability or discontinues use of the premises as Mortgagor(s) (Homebuyer) principal place of residence.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of Neighborhood Stabilization Program financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited in the Community Development Program.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
  - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
  - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
  - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
  - iv) In all other cases, where the property's net proceeds either exceed the County's initial Neighborhood Stabilization Program investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").
- (7) This lien is junior to the mortgage lien of

The covenants herein shall bind, and the benefits and advantages inure to, the respective heirs, assigns, and successors of the parties.

MORTGAGOR: XXXXXX XXXXXXXX

GENESEE COUNTY  
DEREK BRADSHAW, DIRECTOR-COORDINATOR  
GENESEE COUNTY METROPOLITAN PLANNING  
COMMISSION

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MORTGAGOR:

State of Michigan) )ss  
County of Genesee)

**KIMELEY S. STOWELL**  
Notary Public, State of Michigan  
County of Genesee  
My Commission Expires: July 23, 2017  
Date Notarial Act Performed:

State of Michigan) )ss  
County of Genesee)

PRINTED NAME OF NOTARY \_\_\_\_\_  
 Notary Public, State of Michigan, County of Genesee  
 My Commission Expires: \_\_\_\_\_  
 Date Notarial Act Performed: \_\_\_\_\_

**Prepared by and return to:**  
**Genesee County Metropolitan Planning Commission**  
**Community Development Program**  
**County Administration Building, Room 223**  
**1101 Beach Street**  
**Flint, Michigan 48502-1470**

**GENESEE COUNTY**  
**NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**  
**DEFERRED PAYMENT LOAN PROMISSORY NOTE**

Homeowner:

Address:

Amount:

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its Neighborhood Stabilization Program Trust Fund (hereinafter called the County) or its successors the sum of \_\_\_\_\_ (\_\_\_\_\_).

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property. Transfer of the ownership interest or cessation of residency by moving from the property, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

Loan Amount:                 \$

The amount of funds to be forgiven will be based on the following:

First five years.....0% forgiven  
Sixth Year through fifteenth year.....10% forgiven on an annual basis

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

[SIGNATURE PAGE FOLLOWS]

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

GENESEE COUNTY  
DEREK BRADSHAW, DIRECTOR-COORDINATOR  
GENESEE COUNTY METROPOLITAN PLANNING  
COMMISSION

WITNESS

WITNESS

STATE OF MICHIGAN) )ss  
COUNTY OF GENESEE

---

Print Name:

Notary Public, State of Michigan, County of Genesee  
My Commission Expires: \_\_\_\_\_  
Date Notarial Act Performed: \_\_\_\_\_

STATE OF MICHIGAN )  
COUNTY OF GENESEE )SS

---

Print Name:

Notary Public, State of Michigan, County of Genesee  
My Commission Expires: \_\_\_\_\_  
Date Notarial Act Performed: \_\_\_\_\_

**GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
GAP FINANCING PROPERTY MORTGAGE LIEN**

This LIEN evidences a Neighborhood Stabilization Program (NSP) repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor(s) with Gap Financing for the property as described below.

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2017

WITNESSETH \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, 1101 Beach St., Room 223, Flint, MI 48502, hereinafter referred to as Mortgagee, the following described lands and premises situated in the \_\_\_\_\_, County of Genesee and State of Michigan, viz:

Tax Parcel No: \_\_\_\_\_

Legal description: \_\_\_\_\_

Commonly known as: \_\_\_\_\_

together with all tenements, hereditaments, and appurtenances now and hereinafter thereunto belonging to secure the repayment of:

\_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$\_\_\_\_\_.\_\_\_\_),

interest of zero percent (0%) per annum, payable according to the terms of a promissory note of even date hereof; and the Mortgagor further covenants:

- (1) Per Genesee County Metropolitan Planning Commission NSP Program Resale Provisions,
  - (a) The amount funded under the mortgage and note will be forgiven at the end of fifteen years provided the Mortgagor (homebuyer) has owned and occupied the house throughout the fifteen-year period. The amount of funds to be forgiven will be based on the following:  
  
First five years.....0% forgiven  
Sixth Year through fifteenth year.....10% forgiven on an annual basis
  - (b) The loan will be recaptured if the Mortgagor sells the home within the fifteen-years of affordability period. The down payment, principal payments and capital improvements made by the Mortgagor (homebuyer) since purchase will be calculated. The amount of funds to be recaptured will be based on the following:
    - (i) If the sum of these investments plus the amount due the Mortgagee, equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
    - (ii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are funds remaining to be paid back to the mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
    - (iii) If the sum of these investments plus the amount due the Mortgagee, exceeds the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
- (2) In cases where the Mortgagor (homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g. uses the property for rental purposes or the property is no longer the mortgagor(s) principal residence) the entire amount of NSP financial assistance shall be due. Mortgagee reserves the right to require full repayment of the amount of NSP assistance.

- (3) Mortgagee acknowledges that there is a lien prior to this Property Lien. If Mortgagor (homebuyer) refinances, the Mortgagor may do so if the refinance is for reducing the mortgage payments and not for consolidation of credit card obligations, bills or for obtaining property home equity. If this condition is violated, the Mortgagee shall require full repayment of the amount of NSP assistance.

This Lien is junior to the mortgage liens of \_\_\_\_\_

- (4) The covenants herein shall bind and the benefits and advantages inure to the respective heirs, assigns and successors of the Mortgagor.

SIGNED AND DELIVERED by the Mortgagor to Mortgagee on the day and year first above written.

---

MORTGAGOR:

GENESEE COUNTY  
DEREK BRADSHAW, DIRECTOR-COORDINATOR  
GENESEE COUNTY METROPOLITAN PLANNING  
COMMISSION

---

MORTGAGOR:

**NOTARY FOR THE COUNTY OF GENESEE**

State of Michigan)  
County of Genesee)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw** who being by me sworn, did acknowledge and say that he is the **Director-Coordinator** of the Genesee County Metropolitan Planning Commission and that he is authorized to sign this agreement.

---

**KIMELEY S. STOWELL**

Notary Public, State of Michigan

County of Genesee

My Commission Expires: July 23, 2017

Date Notarial Act Performed:

**NOTARY FOR THE PROPERTY OWNER**

State of Michigan)  
County of Genesee) ss

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me a Notary Public in and for said County,  
personally appeared \_\_\_\_\_

\_\_\_\_\_ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY

Notary Public, State of Michigan, County of Genesee

My Commission Expires:

Date Notarial Act Performed: \_\_\_\_\_

Prepared by and return to:  
Genesee County Community Development  
1101 Beach St. Room 223  
Flint, MI 48502  
810-257-3010



**Genesee County Neighborhood Stabilization Program (NSP)  
Lender Checklist**

Information to be submitted by Lender to Verify Borrower's Eligibility:

- Purchase Agreement
- Homebuyer Counseling Certificate (verification of 8 hours of homebuyer counseling)
- Verification of employment
- Two months current check stubs
- Appraisal
- Loan Estimate
- Last two years of W-2 tax information
- Loan Application
- Bank/Lender Approval letter
- Request Form (showing amount of funding being requested)
- Genesee County NSP Application

The aforementioned documentation must accompany your funding request in order for your file to be reviewed by our office.

GENESEE COUNTY NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
DOWN PAYMENT ASSISTANCE

REQUEST FOR FUNDING

Name of Financial Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Name of Homebuyer: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
\_\_\_\_\_

REIMBURSEMENT REQUEST

Total Required Closing Costs/Pre-Paid: \_\_\_\_\_  
Amount of Closing Costs/Pre-Paid Requested: \_\_\_\_\_  
  
Total Required Down Payment: \_\_\_\_\_  
Amount of Down Payment Requested: \_\_\_\_\_  
  
Total Gap Financing Requested: \_\_\_\_\_  
Total Amount Requested: \$ \_\_\_\_\_

Lender must supply a copy of the following information as an attachment to the payment request:

- \* Closing papers (final to be sent with lien & Promissory Note)
- \* Lien & Promissory Note (to be submitted within 10 days of closing)

Prepared By: \_\_\_\_\_  
Date: \_\_\_\_\_

Staff Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

## ACKNOWLEDGEMENT

### SUBORDINATION POLICY Genesee County Neighborhood Stabilization Program (NSP)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County Neighborhood Stabilization Program funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: \_\_\_\_\_

Mortgage Processor Signature: \_\_\_\_\_

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

## Attachment "b"

In the event that the County is asked to take an action on the disposition of a Neighborhood Stabilization Program lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

<p><b>A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.</b></p>
---

Documentation supporting the request must include:

- \*A current title search (with taxes)
- \*A current formal property appraisal
- \*A summary statement of all outstanding indebtedness against the property
- \*A copy of the subject purchase agreement, loan application, or mortgage commitment.

**NOTE: The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.**

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

**If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.**

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

## EXHIBIT D

Exhibit D contains the following information:

Income Chart (as example only, income limits may change)  
Maximum Purchase Price Limits

FY 2017 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$53,700

NSP MAXIMUM INCOME LIMITS

Household Size	Very Low Income 50%	Low Income 60%	Moderate Income 80%	Middle Income 120%
One Person	\$19,550	\$22,450	\$31,300	\$45,100
Two Person	\$22,350	\$25,700	\$35,750	\$51,550
Three Person	\$25,150	\$28,900	\$40,200	\$58,000
Four Person	\$27,900	\$32,100	\$44,650	\$64,450
Five Person	\$30,150	\$34,650	\$48,250	\$69,600
Six Person	\$32,400	\$37,250	\$51,800	\$74,750
Seven Person	\$34,600	\$39,800	\$55,400	\$79,900
Eight Person	\$36,850	\$42,350	\$58,950	\$85,100

**FHA MORTGAGE LIMITS**

The following table is an example of current FHA Mortgage Limits for Genesee County, Michigan as of Current Year 2017 (last updated November 2016) and is provided only as an example. Mortgage limits are constantly updated.

MSA Name	County Name	One-Family	Two-Family	Three-Family	Four-Family	Last Revised
FLINT, MI MSA	GENESEE	\$275,665	\$352,950	\$426,625	\$530,150	1/1/2017

AGREEMENT  
FOR  
Home Investment Partnerships Program (HOME) Down Payment Assistance

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the County of Genesee, A MUNICIPAL CORPORATION, acting by and through its Community Development Program, located at Room 223, County Administration Building, 1101 Beach Street Flint, Michigan 48502-1470, hereinafter referred to as the "County" and **Fifth Third Bank**, located at 12900 S. Saginaw Street, Grand Blanc, MI 48439 with headquarters located at 1000 Town Center Drive, Suite 1300, Southfield, MI 48075, hereinafter, referred to as the "Lender."

WITNESSETH:

WHEREAS, the County has applied for and received funds from the U.S. Department of Housing and Urban Development ("HUD"), under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (the "Act"), and hereby offers financial assistance to eligible homebuyers to acquire affordable homes in accordance with the requirements of Section 24, Code of Federal Regulations (CFR), under Home Investment Partnerships (HOME) Program, as set forth in Parts 91 and 92; and

WHEREAS, the purpose of the County HOME Program is to assist very low, low and moderate income families achieve homeownership; and

WHEREAS, the HOME Program promotes the development and strengthening of partnerships between the County and local financial institutions; and

WHEREAS, the Lender is a primary home mortgage lender, and the County and Lender desire to expand the availability of decent, safe, sanitary and affordable housing for very low, low and moderate income families by coordinating their activities under the methods and procedures set forth herein; and

WHEREAS, the Lender agrees that the terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in compliance with the Act, the Authority's General Rules, the provisions of 24 CFR Parts 91 and 92; and

WHEREAS, the above stated objectives of the County HOME Program are consistent with objectives of the Lender, the two parties have therefore, entered into this agreement for the purpose of providing down payment assistance to qualified homebuyers.

NOW, THEREFORE, the County agrees to provide the Lender a maximum of five thousand dollars (\$5,000) for each eligible homebuyer, for the purposes incorporated herein; and in consideration of the mutual covenants and promises set forth herein, the parties hereto agree as follows:

1. The Lender agrees to implement the HOME Program, more specifically described in Exhibit "A," attached hereto and incorporated herein, subject to limitations set forth therein and terms and conditions set forth in 24 CFR Parts 91 and 92. (Exhibit "B")
2. The Lender agrees to conduct marketing outreach of the HOME Program to low income families; residents and tenants of public housing and manufactured housing and mobile home park tenants; and families receiving assistance from public housing agencies.
3. The Lender agrees to determine eligibility and underwrite the Loan Application Package and shall forward to the County HOME Program and to the potential homebuyer, written notice of loan approval. Also, the Lender agrees to contact Genesee County to determine the availability of funds remaining in the HOME Program prior to final loan approval.
4. The lender agrees to provide certification that all homes to be assisted with HOME Program funds have been inspected by a licensed appraiser. Genesee will complete a certified Housing Quality Standards inspection and certify that the home meets Housing Quality Standards, upon the execution of the purchase agreement and payment of mortgage application fee.
5. The Lender agrees to provide each homebuyer with referrals to HUD approved Housing



Counseling Agencies and to provide the County with referral documentation. (Exhibit "C")

6. The Lender agrees to process, document, and fund Buyer's first mortgage for the Program in all cases where Loan Application Packages have been approved by the Lender, according to all applicable laws, regulations, and Lender policies and procedures.
7. The Lender agrees to assure the signing of a second mortgage/lien in the amount of the HOME assistance, payable to the Genesee County HOME Investment Trust fund by way of the closing agent.
8. The County agrees that the second mortgage shall be subordinate to the mortgage/lien of the Lender.
9. In the event that the home is sold or that the owner ceases using the home as his/her principal residence, the owner understands, pursuant to agreement, that he would be responsible to pay the HOME Program consideration which he received, to the Genesee County HOME Investment Trust Fund. This shall be enforced with the use of a lien.
10. The Lender agrees to submit documents to include: certification of client income; loan application 1003; Closing Disclosure; property appraisal; along with request to the County for payment of the DPA at a minimum of 14 days prior to the loan closing. Upon receipt of all required documentation, the County agrees to prepare a payment and second mortgage documents that will be provided for the loan closing.
11. The County agrees to subsidize an amount up to five-thousand dollars (\$5,000) per approved mortgage, said sum to be used for down payment; prepaid taxes and insurance; interest rate buy down to qualifying homebuyer; and/or closing costs based on available HOME funds.
12. The County agrees to immediately notify the Lender upon exhaustion of available HOME funds.
13. The County assumes no credit risk for any loan made under the Program and shall not be liable or responsible in any manner for repayment of a loan in the event of a borrower's default on the promissory note with the Lender.
14. The term of this Agreement shall be for three years from the Genesee County Board of Commissioners approval date. This Agreement may be amended, so long as such amendment is in writing and agreed upon by both Genesee County and Lender.
15. This contract may be terminated by the County for reasons of diminution of funds, or any reason related to changing the objectives of the Genesee County Metropolitan Planning Commission, the HOME Program, or the Lender, by giving the other party fourteen (14) days prior notice of the effective date of termination. Further costs and liabilities associated with this Agreement will no longer be incurred on or after that effective date of termination.
16. The Lender shall assure that homebuyer does not exceed 80% of the current Flint and Genesee County median family income, pursuant to 24 CFR Parts 91 and 92.2. (Exhibit "D").
17. This agreement shall be governed by the laws of the State of Michigan.

**FIFTH THIRD BANK****GENESEE COUNTY**

Date \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
 XXXXXXXX  
 XXXXXXXX  
 Fifth Third Bank

By: \_\_\_\_\_  
Derek Bradshaw  
Director-Coordinator  
Genesee County Metropolitan Planning  
Commission

\_\_\_\_\_  
Witness

Witness

By: \_\_\_\_\_  
Mark Young, Chairperson  
Genesee County Board of Commissioners

Witness:

**NOTARY FOR THE COUNTY OF GENESEE**

State of Michigan

2

County of Genesee

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me a Notary Public in and for said County, personally appeared **Derek Bradshaw, Director-Coordinator**, who being by me sworn, did acknowledge and say that he is authorized to sign this agreement.

PRINTED NAME OF NOTARY: \_\_\_\_\_

Notary Public, State of Michigan, County of Genesee

My Commission Expires: \_\_\_\_\_

Date Notarial Act Performed: \_\_\_\_\_

**NOTARY FOR FIFTH THIRD BANK**

State of Michigan

8

County of Genesee

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, before me a notary public in and for said County, personally appeared \_\_\_\_\_ who being by me sworn, did acknowledge and say that he/she is authorized to sign this agreement.

PRINTED NAME OF NOTARY: \_\_\_\_\_

Notary Public, State of Michigan, County of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Date Notarial Act Performed: \_\_\_\_\_

## EXHIBIT "A"

A maximum of five thousand dollars \$5,000 per approved mortgage, in HOME Program funds may be available to the Lender to assist eligible buyers to purchase eligible homes. Additional funds may be made available upon request by lender and concurrence of County. The criteria are as follows:

### 1. PROGRAM ELIGIBILITY

Homebuyers eligible for assistance under the Program covered by this Agreement shall:

- Have an annual household income based on household size not to exceed 80% of the current median family income for Genesee County.

### 2. PROPERTY ELIGIBILITY

Property eligible for assistance under the Program covered by this Agreement shall:

- Be single family housing to include: one to four family residences; condominium units; cooperative units; combination of housing and lots or manufactured housing lots located in Genesee County outside the Cities of Clio, Davison, Flint and the Village of Lennon
- Be the principal residence of the homebuyer.
- Have a value not to exceed 95% of Genesee County's current median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits. (Exhibit "D")
- Meet the Housing Quality Standards as set forth in 24 CFR Part 91 and 92.251
- Pass a lead based paint visual assessment.

### 3. PROJECT COSTS

The County subsidy may be used for the following eligible costs:

- (1) Acquisition costs - The cost of acquiring single family housing.
- (2) Related soft costs - Reasonable and necessary costs incurred by the homebuyer or participating jurisdiction and associated with the financing of single family housing acquisition and rehabilitation. These costs include, but are not limited to:
  - (i) Costs to process and settle the financing for purchase of a home, such as private lender origination fees, credit report fees, fees for title evidence, fees for recordation and filing of legal documents, attorney fees, and private appraisal fees.
  - (ii) Architectural, engineering, or related professional services required to prepare plans, drawings, specifications, or work write-ups.
  - (iii) Costs to provide information services, such as fair housing information to prospective homeowners.
  - (iv) Staff and overhead costs directly related to carrying out the project, such as work specifications preparation, loan processing inspections, and other services related to assisting a potential homebuyer (e.g. housing counseling), which may be charged to project costs only if the individual purchases single family housing with HOME assistance.
  - (v) Costs of environmental review and release of funds (in accordance with 24 CFR part 58) that are directly related to the project.
  - (vi) Ineligible costs - HOME funds under this Agreement may not be used for the development costs (hard costs or soft costs) of new construction of housing for rental purpose.

## EXHIBIT "B"

### HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) "FEDERAL REQUIREMENTS"

The Lender hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the HOME Investment Partnerships Program (HOME) as implemented pursuant to the regulations contained in 24 CFR Parts 91 and 92. The Genesee County Metropolitan Planning Commission through the Community Development Program, is administering this Program on behalf of the County of Genesee. These certifications and assurances shall include the following:

- A. The Lender shall use HOME Program funds for activities and costs defined as "such" under 24 CFR Part 92.602. (Exhibit "A")
- B. The Lender shall comply with the requirements of Executive Order 11063 24 CFR 107: 24 CFR 1 and 24 CFR 100 relating to Equal Opportunity in Housing, Fair Housing, and pertaining to the Title VI Civil Rights Act of 1964 regarding nondiscrimination in Federal programs.
- C. The Lender shall assure that the value of the property shall not exceed 95% of Genesee County's current Median purchase price as established by HUD based on Section 203(b) Single Family Mortgage Limits and pursuant to 24 CFR Parts 91 and §92.254. (Exhibit "D")
- D. The Lender shall assure that the property purchased is the owner's principal residence pursuant to 24 CFR Parts 91 and §92.254.
- E. The Lender shall provide certification that the property meets the Housing Quality Standard as set forth in 24 CFR Parts 91 and §92.251, pursuant to an inspection.
- F. The Lender shall assure that housing assisted with HOME funds meet affordability requirements contained in 24 CFR §92.254(a) and (c).
- G. The Lender acknowledges and agrees that it shall be subject to the sanctions set forth in HOME Regulations 24 CFR 92, if determined to be applicable by the County.
- H. The Lender shall comply with Conflict of Interest provisions in the procurement of property and services according to 24 CFR §85.36 and OMB Circular 110.
- I. The Lender shall provide certification of a second lien payable to Genesee County HOME Investment Trust.

## EXHIBIT "C"

Exhibit "C" contains the following information:

Reimbursement Request Form  
Lead Based Paint Visual Assessment Form  
Genesee County Property Lien  
Genesee County Subordination Policy  
Deferred Payment Loan Promissory Note  
HUD Approved Housing Counseling Agencies

FIRST-TIME HOMEBUYER DOWNPAYMENT ASSISTANCE LOAN PROGRAM  
REQUEST FOR REIMBURSEMENT

HOME Project # (for office use)	_____
Bank Account # (for office use)	_____

Name of Financial Institution:	_____
Address:	_____
	_____
Name of Homebuyer:	_____
Property Address:	_____
	_____

PAYMENT REQUEST	
Closing Cost:	_____
Downpayment Assistance:	_____
Prepays:	_____
TOTAL REQUEST:	_____
Waived Fees:	_____
Origination:	_____

Lender must supply a copy of all required documents with the payment request:

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>• Purchase Agreement</li><li>• Homebuyer Counseling Certificate for 8 hours</li><li>• Appraisal</li><li>• Good Faith Estimate</li><li>• Loan application</li><li>• Last two years of W-2 tax information</li></ul> | <ul style="list-style-type: none"><li>• Bank/Lender Approval letter</li><li>• Verification of Employment (a current month of check stubs for all employed members of the household)</li><li>• Verification of income other than employment (child support, SSI, etc.)</li></ul> |
|--|---|

Prepared By:	_____
Date:	_____
Staff Approved:	_____
Date:	_____

## Lead Based Paint Visual Assessment Form

Property Address \_\_\_\_\_  
\_\_\_\_\_

Please circle the correct response:

1. Was the dwelling unit built before 1978?  

YesNo
2. Has a visual assessment been conducted of all paint surfaces to identify all of the deteriorated paint?  

YesNo
3. Does paint stabilization need to occur?  

YesNo
4. If so, when did the paint stabilization occur? Date: \_\_\_\_\_

*I have identified and inspected all paint surfaces and have not identified any deteriorated paint surfaces in this dwelling unit.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Section 8 Inspector

*I have stabilized all deteriorated paint surfaces in this dwelling unit.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Lead Based Paint Supervisor

*I have completed a clearance test and have determined that the dwelling unit passes inspection*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Certified Inspector/Risk Assessor

**GENESEE COUNTY HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM  
PROPERTY MORTGAGE LIEN**

This Mortgage LIEN is in conjunction with a HOME Investment Partnerships Act Down Payment Assistance Program repayable loan made by the Mortgagee for the exclusive purpose of assisting the Mortgagor with down payment and/or closing costs for property as described below.

WITNESSETH BY THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, **2017**,

By \_\_\_\_\_, a \_\_\_\_\_, \_\_\_\_\_, Michigan, \_\_\_\_\_, hereinafter referred to as the Mortgagor, hereby mortgages and warrants to Genesee County, through its Genesee County Metropolitan Planning Commission, Community Development Program, HOME Investment Trust Fund, Room 223, Genesee County Administration Building, 1101 Beach Street, Flint, Michigan 48502-1470, hereinafter referred to as Mortgagee, the following described lands and premises situated in the \_\_\_\_\_, County of Genesee and State of Michigan, viz:

Tax Parcel No.:

Legal Description:

Commonly known as:

Together with all tenements, hereditaments, and appurtenances now or hereinafter thereunto belonging, to secure the repayment of:

\_\_\_\_\_ (\$ \_\_\_\_\_)

with interest of zero percent (0%) per annum, payable according to the following terms of a promissory note of even date; and the Mortgagor further covenants:

- (1) The Genesee County HOME Investment Partnerships Act Down Payment Assistance Program will require an affordability period of 5 years beginning with the date of the Agreement.
- (2) That Mortgagor(s) will not sell, transfer, rent or otherwise alienate the above-described premises for a period of five (5) years from the date hereof. If Mortgagor(s) sells, transfers, rents or otherwise alienates the said premises, Mortgagor(s) shall be in default of this Mortgage and Loan Agreement and the full amount shall be due to Mortgagee.
- (3) In cases where the Mortgagor (Homebuyer) violates the terms and conditions of the mortgage and/or note, (e.g.) uses the property for rental purposes or the property is no longer the Mortgagor(s) principal residence, the entire amount of HOME financial assistance shall be due. In cases where the aforesaid property is foreclosed upon, the net proceeds, if any, from the foreclosure sale will be recaptured and deposited into the HOME Investment Trust Fund. The Mortgagee shall forgive and release Mortgagor from payment five (5) years from the date hereof.
- (4) Where net proceeds of the sale are insufficient for the Mortgagor (Homebuyer) to repay the full amount of this lien and the Homebuyers capital investments, the amount of funds to be recaptured will be based on the following:
  - i) If the sum of these investments plus the amount due the Mortgagee equals or is less than the net proceeds of sale, then the homebuyer would be allowed to recover his or her investment in the property first, with full remainder being paid to the Mortgagee.
  - ii) If the sum of these investments plus the amount due the Mortgagee exceeds the net proceeds of funds remaining to be paid back to the Mortgagee after payment of the first mortgage, the remainder will be paid back to the Mortgagee. The amount would be considered payment in full.
  - iii) If the sum of the investments plus the amount due the Mortgagee exceeds the net proceeds of sale, then the Homebuyer would be allowed to recover his or her investment in the property first. If there are no funds remaining to be paid back to the Mortgagee after payment of the first mortgage, such an amount would be considered payment in full.
  - iv) In all other cases, where the property's net proceeds either exceed the County's initial HOME investment, or where the title to the property is during the affordability period, Genesee County will require immediate payment of the lien note as a condition for release of any lien placed on the property.
- (5) Mortgagee acknowledges that there is a lien prior to this Property Lien. Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program down payment assistance, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property's appraised value. (Attachment "a")
- (6) Mortgagor (Homebuyer) acknowledges that if he/she/they wish(es) to refinance the aforesaid property within the required period of affordability, the Mortgagor (Homebuyer) may do so if the refinance is for the sole purpose of reducing the mortgage interest rate, and not for obtaining property home equity proceeds through the refinance transaction. In the event that the County is asked to take an action on the disposition of this lien for any reason other than the original agreement, documentation shall be delivered by the Mortgagor (Homebuyer) to Genesee County Metropolitan Planning Commission, Community Development Program, requesting approval of the action. (Attachment "b").



SIGNED AND DELIVERED by the Mortgagor(s) to Mortgagee on the day and year first above written.

**MORTGAGOR:**

GENESEE COUNTY  
DEREK BRADSHAW, DIRECTOR-COORDINATOR  
GENESEE COUNTY METROPOLITAN PLANNING  
COMMISSION

State of Michigan) )ss  
County of Genesee)

PRINTED NAME OF NOTARY \_\_\_\_\_  
 Notary Public, State of Michigan, County of Genesee  
 My Commission Expires: \_\_\_\_\_  
 Date Notarial Act Performed: \_\_\_\_\_

State of Michigan) )ss  
County of Genesee)

**KIMELEY S. STOWELL**  
Notary Public, State of Michigan  
County of Genesee  
My Commission Expires: July 23, 2017  
Date Notarial Act Performed: \_\_\_\_\_

**Prepared by and return to:**

K:\cd\CDMTG\ALLOC\2017\Agenda Packets\July\Fifth Third DPA Agreement.docx

Attachment "a"

ACKNOWLEDGEMENT

SUBORDINATION POLICY

Genesee County

HOME Investment Partnerships Program (HOME)

The Genesee County Metropolitan Planning Commission, Community Development Program, acting in accordance with policies established by the Genesee County Board of Commissioners, is prohibited from subordinating its lien on a property assisted with Genesee County HOME Program - Homebuyer Assistance funding, when that subordination will result in a situation where the total debt attached to the property exceeds 80% of that property’s appraised value.

I fully understand and abide by all the provisions of this policy and acknowledge that these stated requirements were fully explained to me by the mortgage processor at the appointed time of closing.

Homebuyer Signature: \_\_\_\_\_

Mortgage Processor Signature: \_\_\_\_\_

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

Attachment "b"

In the event that the County is asked to take an action on the disposition of a HOME Investment Partnerships Program (HOME) lien for any reason other than the original agreement, then the following shall be delivered to the Genesee County Community Development Office:

A written request from the Mortgagor (Homebuyer), including an explanation why the action requested is both necessary and reasonable.

Documentation supporting the request must include:

- \*A current title search (with taxes)
- \*A current formal property appraisal
- \*A summary statement of all outstanding indebtedness against the property
- \*A copy of the subject purchase agreement, loan application, or mortgage commitment.

**NOTE:** The total proposed indebtedness, including the mortgage/lien held by Genesee County, cannot exceed 80% of the appraised value. Cash out is not allowed. Genesee County will not subordinate in reverse mortgage transactions.

Upon receipt of the above, a recommendation and request for action will be presented to the Director-Coordinator of the Genesee County Metropolitan Planning Commission. Please allow two weeks for processing.

If approved, there will be a \$50.00 processing fee to be paid upon pick up of the subordination document.

Should you have any questions regarding this memorandum, please contact Ms. Sheila Taylor at (810) 257-3010.

**GENESEE COUNTY  
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
DOWN PAYMENT ASSISTANCE (DPA) PROGRAM**

**DEFERRED PAYMENT LOAN PROMISSORY NOTE**

Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Genesee County, through its HOME Investment Trust Fund (hereinafter called the County) or its successors the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_)

It is agreed and understood by the undersigned and the County that repayment of this loan is deferred while the undersigned remains the owner (in fee simple or as purchaser under land contract) and resides at the above property for a five (5) year period following the date of this agreement. Transfer of the ownership interest or cessation of residency by moving from the property within the five (5) years following this agreement, shall constitute a default of the deferment agreement and cause the full amount as prescribed below, to become due and payable. Failure of the County to exercise this option shall not constitute a waiver of the default.

**Loan Amount:** \_\_\_\_\_

IN THE EVENT the undersigned defaults in any of the terms of this Note, the principal amount of the Note shall become due and payable. The County, at its option, may prepare an alternative promissory note requiring monthly payments of principal under such conditions as it deems best.

The undersigned shall have the right to reject the alternative Note by paying the principal amount of this Note within 30 days of the default. Failure of the undersigned to pay the principal amount of this Note or to execute an alternative Note within 30 days of the default shall constitute a breach of this Note and the County may proceed to suit to recover on this Note.

IN THE EVENT of defaults in any of the terms of this grant agreement, the undersigned may also be required to pay costs of collection expenses, if any, including attorney's fees and legal expenses.

THIS NOTE is secured by a Mortgage Lien duly filed for record with the Register of Deeds, Genesee County, Michigan.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this \_\_\_\_\_ day of \_\_\_\_\_, **2017**.

\_\_\_\_\_  
MORTGAGOR:

\_\_\_\_\_  
GENESEE COUNTY  
DEREK BRADSHAW, DIRECTOR-COORDINATOR  
GENESEE COUNTY METROPOLITAN PLANNING  
COMMISSION

\_\_\_\_\_  
MORTGAGOR:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

STATE OF MICHIGAN) )ss  
COUNTY OF GENESEE

**KIMELEY S. STOWELL**  
Notary Public, State of Michigan  
County of Genesee  
My Commission Expires: July 23, 2017  
Date Notarial Act Performed: \_\_\_\_\_

STATE OF MICHIGAN) )SS  
COUNTY OF GENESEE )

---

Print Name: \_\_\_\_\_

Notary Public, State of Michigan, County of Genesee  
My Commission Expires: \_\_\_\_\_  
Date Notarial Act Performed: \_\_\_\_\_

## HUD Approved Housing Counseling Agencies in Genesee County, Michigan

Seniors seeking Home Equity Conversion Mortgage (HECM) counseling can contact the AARP Foundation Network of Expert HECM Counselors at: 1-800-209-8085.

### GREENPATH DEBT SOLUTIONS

2222 S. Linden Rd. Ste. D

Flint, MI 48532

Toll-Free: (888) 860-4167

Website: [www.greenpath.com](http://www.greenpath.com)

Type of Counseling:

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Counseling
- Pre-purchase Homebuyer Education Workshops
- Rental Housing Counseling
- Services for Homeless Counseling

Affiliate of GREENPATH, INC.

### METRO COMMUNITY DEVELOPMENT, INC.

503 S. Saginaw Street, Suite 804

Flint, MI 48502

Phone: (810) 767-4622

Website: [www.metro-community.org](http://www.metro-community.org)

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial, Budgeting and Credit Repair Workshops
- Home Improvement and Rehabilitation Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops
- Services for Homeless Counseling

Affiliate of: HOUSING PARTNERSHIP NETWORK

### MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

735 E. Michigan Ave.

Lansing, MI 48909

Phone: (517) 373-6840

E-mail: [MSHDA-Home-Ownership-PF@michigan.gov](mailto:MSHDA-Home-Ownership-PF@michigan.gov)

Website: [www.michigan.gov/mshda](http://www.michigan.gov/mshda)

Type of Counseling:

- Fair Housing Pre-Purchase Education Workshops
- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-Purchase Counseling
- Pre-Purchase Homebuyer Education Workshops
- Predatory Lending Education Workshops

## EXHIBIT “D”

Exhibit “D” contains the following information:

Income Chart

Maximum Purchase Price Limits

**FY 2017 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$53,700**

**MAXIMUM DPA INCOME LIMITS**

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$12,060	\$19,550	\$22,450	\$31,300
Two Person	\$16,240	\$22,350	\$25,700	\$35,750
Three Person	\$20,420	\$25,150	\$28,900	\$40,200
Four Person	\$24,600	\$27,900	\$32,100	\$44,650
Five Person	\$28,780	\$30,150	\$34,650	\$48,250
Six Person	\$32,400	\$32,400	\$37,250	\$51,800
Seven Person	\$34,600	\$34,600	\$39,800	\$55,400
Eight Person	\$36,850	\$36,850	\$42,350	\$58,950

FHA MORTGAGE LIMITS

The following table is an example of current FHA Mortgage Limits for Genesee County, Michigan as of Current Year 2017 and is provided only as an example. Mortgage limits are constantly updated.

MSA Name	County Name	One Family	Two-Family	Three-Family	Four-Family	Last Revised
FLINT, MI MSA	GENESEE	\$275,665	\$352,950	\$426,625	\$530,150	January 2017



## MEMORANDUM

**TO:** Commissioner David Martin, Chairperson  
Community and Economic Development Committee

**FROM:** Derek Bradshaw, Director-Coordinator  
Genesee County Metropolitan Planning Commission

**DATE:** August 14, 2017

**SUBJECT:** **Genesee County Continuum of Care - Certificate of Consistency with the Consolidated Plan**

The Genesee County Metropolitan Planning Commission (GCMPC) is a member of the Flint/Genesee Continuum of Care (CoC), and acts as the lead agency administering County Emergency Solutions Grant (ESG) funds throughout the community, awarded by the Department of Housing and Urban Development (HUD).

The Continuum of Care Program is designed to promote a communitywide commitment to the goal of ending homelessness. In order to continue the efficient operation of these necessary services, the Flint/Genesee CoC annually applies for homeless program funding from HUD, and is required to submit certification that the request is consistent with the homeless activities outlined in Genesee County's Consolidated Plan. GCMPC staff concurs that the services provided by the CoC agencies are consistent with the goals of the Genesee County 2015-2019 Consolidated Plan.

At this time, staff recommends approval to support the funding application for the Continuum of Care and for the Genesee County Board Chairperson to sign the attached 2017 Certificate of Consistency.



# Certification of Consistency with the Consolidated Plan

U.S. Department of Housing  
and Urban Development

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.  
(Type or clearly print the following information:)

Applicant Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Location of the Project: \_\_\_\_\_

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

Name of the Federal  
Program to which the  
applicant is applying: \_\_\_\_\_

Name of  
Certifying Jurisdiction: \_\_\_\_\_

Certifying Official  
of the Jurisdiction  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## MEMORANDUM

**TO:** Commissioner David Martin, Chairperson  
Community and Economic Development Committee

**FROM:** Derek Bradshaw, Director-Coordinator  
Genesee County Metropolitan Planning Commission

**Date:** August 14, 2017

**SUBJECT:** **Latex Paint Recycling Program Extension**

The Genesee County Metropolitan Planning Commission implemented a free latex paint recycling program in partnership with Genesee County Habitat for Humanity and ePaint Recycling in July 2015. Since the program's inception, over 16,000 gallons of County residents' latex paint has been recycled. To date, it has cost approximately \$20,000 to administer this program with funding being allocated from Solid Waste Ordinance Fees.

The paint recycling program allows Genesee County residents to drop-off their latex paint at the Genesee County Habitat for Humanity Restore at no charge. The Restore is located at 101 Burton Street, Flint, MI 48503. Paint collected at the Restore is transported to ePaint Recycling's processing facility in Battle Creek, MI where it is made into a new product called "Everybody's Paint" or "ePaint" for short. The ePaint is then returned to the Restore where residents can purchase the new paint for under \$15 per gallon.

Under the existing contract, the program can be extended three times; this would be the second extension. Due to the success of this program, GCMPC is requesting to extend its service contracts with Genesee County Habitat for Humanity and ePaint Recycling through September 30, 2018.



## **AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR LATEX PAINT RECYCLING SERVICES CONTRACT**

This Amendment is effective \_\_\_\_\_, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **ePaint Recycling, LLC**, whose principal place of business is located at 551 West Michigan Avenue, Battle Creek, MI (the "Contractor") (the Contractor and the County together, the "Parties").

**WHEREAS**, the Parties executed a Professional Services Contract for Latex Paint Recycling Services (the "Agreement"), pursuant to which the Contractor would provide staff and equipment to collect, transport and recycle latex paint collected at the Genesee County Habitat ReStore; and

**WHEREAS**, the Genesee County Board of Commissioners authorized the original Professional Services Contract by Resolution #15-258; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term of the Agreement.

**NOW THEREFORE**, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of one year, ending on September 30, 2018.
2. The remaining terms of the Agreement remain unchanged and in full effect.
3. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

ePaint Recycling, LLC

COUNTY OF GENESEE

By: \_\_\_\_\_  
Jim Cosby  
Owner/President

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

**AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR LATEX PAINT  
RECYCLING SERVICES CONTRACT**

This Amendment is effective \_\_\_\_\_, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Genesee County Habitat for Humanity**, whose principal place of business is located at 101 Burton St, Flint, MI 48503 (the "Contractor") (the Contractor and the County together, the "Parties").

**WHEREAS**, the Parties executed a Professional Services Contract for Latex Paint Recycling Services (the "Agreement"), pursuant to which the Contractor would provide staff and equipment to collect and organize latex paint to be recycled by ePaint LLC, and subsequently sold as a new paint product at the Restore; and

**WHEREAS**, the Genesee County Board of Commissioners authorized the original Professional Services Contract by Resolution #15-258; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term of the Agreement.

**NOW THEREFORE**, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of one year, ending on September 30, 2018.
2. The remaining terms of the Agreement remain unchanged and in full effect.
3. Execution of this Amendment is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

HABITAT FOR HUMANITY

COUNTY OF GENESEE

By: \_\_\_\_\_  
Jeff Kato  
Associate Director

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

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

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

## MEMORANDUM

**TO:** Commissioner David Martin, Chairperson  
Community and Economic Development Committee

**FROM:** Derek Bradshaw, Director-Coordinator  
Genesee County Metropolitan Planning Commission

**DATE:** August 14, 2017

**SUBJECT:** **Michigan Transportation Planning Association (MTPA) Conference  
Travel Request**

The Michigan Transportation Planning Association (MTPA) hosted their 2017 Annual Planning Conference in Grand Rapids, Michigan from Tuesday, July 25<sup>th</sup> through Friday, July 28<sup>th</sup>. The conference registration fee was \$345 per person. A block of rooms was available at the Holiday Inn Grand Rapids Downtown for conference attendees for a nightly rate of \$147.00. Four staff, including Jason Nordberg, Sharon Gregory, Jacob Maurer, and Damon Fortney attended this conference. Costs included registration, hotel, food, and mileage costs.

Conference Registration:	\$1,380.00
Lodging:	\$1,178.00
Food:	\$ 149.00
Mileage:	<u>\$ 123.00</u>
	\$2,830.00

The Genesee County Metropolitan Planning Commission approved this request for staff travel at their April meeting. At this time, I am requesting approval for overnight travel costs related to attending the MTPA Conference.

# CONFERENCE AGENDA

**Tuesday, July 25**

**Location: MDOT Grand Region Office | 1420 Front Ave NW | Grand Rapids | 49504**

**8:30 AM – 9:00 AM: Registration and Breakfast**

**9:00 AM – 4:00 PM: Environmental Consultation and PEL Workshop**

**EVENING NETWORKING AT FREDERIK MEIJER GARDENS\* OR ON YOUR OWN**

\*Pre-registration required. Meet at Holiday Inn entrance at 5:00PM for group transportation. Food and drink will be available for purchase at the gardens.

**Wednesday, July 26**

**Location: GVSU Eberhard Center | 301 W Fulton St | Grand Rapids | 49504**

8:00-8:30 AM	Registration and Breakfast	East Lobby
8:30-8:45 AM	<b>Welcome and Opening Remarks</b>	<b>Rm 215 C-F</b>
8:45-9:45 AM	<b>Keynote – Transportation Planning for Healthy Communities: From Pilots to Policy</b>	<b>Rm 215 C-F</b>
9:45-10:00 AM	Break & Networking	
10:00-10:45 AM	<b>Breakout A – Pedestrians, Bicyclists, Counting and the Cloud – What do they have in common?</b>	<b>Rm 215 C-F</b>
	<b>Breakout B – Planning Tools</b>	<b>Rm 215 A-B</b>
	<b>Breakout C – Building Community Engagement with a Walk</b>	<b>Rm 215 G-H</b>
10:45-10:55 AM	Transition	
10:55-11:40 AM	<b>Breakout A – I Can't Fit All of That in the Right of Way!</b>	<b>Rm 215 C-F</b>
	<b>Breakout B – Main Street: Transportation and the Revitalization of Benton Harbor</b>	<b>Rm 215 A-B</b>
	<b>Breakout C – A Need for Real 21<sup>st</sup> Century Infrastructure</b>	<b>Rm 215 G-H</b>
11:40-11:45 AM	Transition	
11:45-1:00 PM	<b>Lunch and Keynote – Bus Rapid Transit in Michigan and Beyond</b>	<b>Rm 215 C-F</b>
MOBILE TRACT		NON-MOBILE TRACT
1:00-1:15 PM	Transition and Load Bus	1:00-1:10 PM Transition
1:15-2:45 PM	<b>Silver Line Tour   CNG Fueling Facility Tour   Amtrak Station Tour</b>	1:10-1:55 PM <b>Rural Task Force Program Guidelines Update</b>
		1:55-2:00 PM Transition
2:45-3:00 PM	Break & Networking	2:00-2:45 PM <b>MPO &amp; MDOT Planning Process</b>
		2:45-2:55 PM Break & Networking
3:00-3:30 PM	<b>Dreaming the Impossible – Lake Michigan Drive Tunnel</b>	2:55-3:40 PM <b>I-96 @ Cascade Road – Diverging Diamond Interchange</b>
		3:40-3:45 PM Transition
3:30-4:30 PM	<b>Walker Tunnel Tour   Laker Line Tour</b>	3:45-4:30 PM <b>Using Big Data to Enhance the Michigan Statewide Model</b>
4:30-5:30 PM	<b>Walking Tour Downtown Grand Rapids</b>	

**EVENING ON YOUR OWN**



Michigan Transportation Planning Association

**Thursday, July 26**

**Location: GVSU Eberhard Center | 301 W Fulton St | Grand Rapids | 49504**

8:00-9:00 AM	Registration and Breakfast	East Lobby
9:00-10:30 AM	<b>Keynote – Planning for Tomorrow’s Mobility</b>	<b>Rm 215 C-F</b>
10:30-10:40 AM	Break and Networking	
10:40-11:10 AM	<b>Breakout A – PEL in Kalamazoo</b>	<b>Rm 215 C-F</b>
	<b>Breakout B – Transit Asset Management</b>	<b>Rm 215 A-B</b>
	<b>Breakout C – Federal Fund Exchange Program</b>	<b>Rm 215 G-H</b>
11:10-11:15 AM	Transition	
11:15 AM-12:00 PM	<b>Breakout A – Every Street is Vital</b>	<b>Rm 215 C-F</b>
	<b>Breakout B – What’s Bus Got to Do with It?</b>	<b>Rm 215 A-B</b>
	<b>Breakout C – Asset Management Plans: From Core Elements to Implementing Processes</b>	<b>Rm 215 G-H</b>
12:00-1:15 PM	<b>Lunch and Keynote – Grand River Revitalization and Rapids Restoration</b>	<b>Rm 215 C-F</b>
<b>MOBILE TRACT</b>		<b>NON-MOBILE TRACT</b>
1:15-1:30 PM	Transition	1:15-1:25 PM Transition
1:30-2:30 PM	<b>Grand River Rapids Restoration Mobile Workshop</b>	1:25-2:10 PM <b>Partnerships in Transit</b> <b>Rm 215 C-F</b>
2:30-2:45 PM	Load Bus   Bus to Eberhard   Transition	2:10-2:25 PM Break & Networking
2:45-4:15 PM	<b>Breakout A – Water Trail Kayaking Tour</b> *Pre-registration required	2:25-3:15 PM <b>Bridge Performance Measures</b> <b>Rm 215 C-F</b>
		3:15-3:30 PM Transition
2:45-4:15 PM	<b>Breakout B – Columbian Warehouse Freight Mobile Workshop</b>	3:30-4:15 PM <b>Your Career Path: What to Expect on the Road Ahead</b> <b>Rm 215 C-F</b>

**AWARDS BANQUET AT EVE IN THE B.O.B. – DOORS OPEN AT 5:30 PM**

**Friday, July 27**

**Location: GVSU Eberhard Center | 301 W Fulton St | Grand Rapids | 49504**

8:00-9:00 AM	Breakfast	East Lobby
9:00-9:45 AM	<b>Setting Safety Targets: Looking to the Past to Predict the Future</b>	<b>Rm 215 C-F</b>
9:45-9:55 AM	<b>MTPA Meeting</b>	<b>Rm 215 C-F</b>
9:55-10:40 AM	<b>Moving Freight Forward: Michigan’s First Freight Plan Update</b>	<b>Rm 215 C-F</b>
10:40-10:50 AM	Transition	
10:50-11:35 AM	<b>Accessibility and Mobility: A Discussion in Transportation Planning</b>	<b>Rm 215 C-F</b>
11:35 AM - 12:00 PM	<b>Student Poster Presentations</b>	<b>East Lobby</b>



Michigan Transportation Planning Association



## MEMORANDUM

**TO:** Commissioner David Martin, Chairperson  
Community and Economic Development Committee

**FROM:** Derek Bradshaw, Director-Coordinator  
Genesee County Metropolitan Planning Commission

**DATE:** August 14, 2017

**SUBJECT:** **Michigan Association of Planning 2017 Conference Travel Request**

The Michigan Association of Planning will be hosting their annual conference on Mackinac Island September 27-29. The conference will highlight current topics in planning, provide innovative solutions to local housing and development challenges, and will include mobile training workshops. My request includes approval for myself and the Assistant Director to attend the conference for the amount listed below.

Conference Registration:	\$ 700.00
Lodging:	\$1,030.00
Transportation fees:	\$ 40.00
Food:	<u>\$ 174.00</u>
<b>Total:</b>	<b>\$1,944.00</b>

The Genesee County Metropolitan Planning Commission approved this request for staff travel at their July meeting. At this time, I am requesting approval for overnight travel costs related to attending the Michigan Association of Planning 2017 Conference.

AN EQUAL OPPORTUNITY ORGANIZATION

# MACKINAC ISLAND



## PLANNING MICHIGAN

Michigan Association of Planning's 2017 Annual Conference

*Mission Point, Mackinac Island*

*Wednesday, September 27 - Friday, September 29*



The #1 source of best planning practices for professional planners, community development professionals, planning commissioners, zoning board of appeals members, and elected officials.

NATIONAL LEADERS



STATE EXPERTS



LOCAL AUTHORITIES



RELEVANT APPLICATIONS



COMPELLING LESSONS

*Photo credit: Mission Point*



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Back Cover .....	Breakout Session Selections

## THE PLANNING MICHIGAN CONFERENCE COMMITTEE

<b>Layla Aslani</b> <i>City of Grand Rapids</i>	<b>Amy Neary, AICP</b> <i>West Bloomfield Township</i>
<b>Eric Frederick, AICP, LEED AP</b> <i>Connect Michigan</i>	<b>Dominic Romano</b> <i>Michigan Economic Development Corporation</i>
<b>Carla Gribbs</b> <i>DTE Energy</i>	<b>Brent Savidant, AICP</b> <i>City of Troy</i>
<b>Kristen Kapelanski, AICP</b> <i>City of Rochester Hills</i>	<b>Rob Stanford, AICP, PEM</b> <i>Livingston County</i>
<b>Nathaniel Mehmed</b> <i>Williams &amp; Works</i>	<b>Jerald (Jerry) Wuoremaa</b> <i>Western U.P. Planning &amp; Development Region</i>
<b>Joseph Meyers</b> <i>City of Ypsilanti</i>	

## MAP BOARD OF DIRECTORS

<b>Rex LaMore, President</b> <i>Michigan State University</i>	<b>Jerrell Harris</b> <i>City of Detroit, Mayor's Office</i>
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<b>Mary H. Campbell, ASLA, AICP, Past President</b> <i>M.C. Planning &amp; Design</i>	<b>Lynee Wells, AICP, Professional Development Officer</b> <i>Williams &amp; Works</i>
<b>Carmine Avantini, AICP</b> <i>CIB Planning Group</i>	<b>Chris Madigan</b> <i>Eastern Michigan University (Student Representative)</i>
<b>Eric Dueweke</b> <i>University of Michigan</i>	<b>Kyle Storey</b> <i>Eastern Michigan University (Student Representative)</i>
<b>Jeff Hagan</b> <i>EUP Regional Planning</i>	

## about the conference

## PLANNING MICHIGAN 2017 • SEPTEMBER 27 - 29, 2017

### THIS YEAR WE ARE OFFERING:

- The Michigan State University Extension Citizen Planner Program
- intensive, high-level sessions
- inspiring national speakers
- additional formal and informal programmed opportunities to network
- exciting mobile tours

### WHAT DOES THIS MEAN?

- **Obtain the MSU Extension Citizen Planner Certificate of Completion in only three days!** This program was developed specifically for locally appointed and elected planning officials throughout Michigan. You'll learn responsibilities of the planning commissioner and zoning board of appeals member, best practices, court decisions, conflict of interest and effective meetings. See page 2 for more information.
- **Interactive and high level sessions featuring hands-on learning and big thinking like:** Food Glorious Food (Systems) and It's Easy Being Green - Planning for a Sustainable Future
- **National experts:** Julia Freedgood, American Farmland Trust; Kathleen Frazier, AIA, Frazier Associates; William Frazier, FAICP, Frazier Associates; and Jaimie Ross, Florida Housing Coalition
- **Networking opportunities:** Lunch on your own Wednesday, grab a bite with a colleague or explore the island; Thursday Keynote Luncheon; *Planning Michigan* Reception; Planning Excellence Awards Banquet
- **Exciting tours that showcase the Island's history and character:** Historic Preservation Walking Tour; Silver Birches Renovation and Rebirth; and The Long and Winding Trail Bike Tour, just to name a few!

### OVERNIGHT ROOMS

#### Mission Point, Mackinac Island

The overnight room rate of \$139/night is based on single or double occupancy and is available arriving on Monday, September 25, 2017, departing Friday September 29, 2017. Taxes and fees apply.

### RESERVATION INSTRUCTIONS

Mission Point room reservations must be made no later than Friday August 25, 2017 by calling (800) 833-7711. Rooms are based on availability at the time of reservation. An advance deposit of one night's room and tax is required to confirm your reservation. Reservations must be cancelled at least 14 days prior to arrival to receive full refund. Check-in is after 4:00 p.m. | Check-out is prior to 11:00 a.m. | A credit card is required at check in.

### CONTINUING EDUCATION

#### AICP Certification Maintenance (CM)

By attending sessions and lunch programs Wednesday, September 27 through Friday, September 29, conference attendees can obtain up to 16 hours of CM credits. All sessions at this conference (except the Michigan Citizen Planner sessions) are eligible for AICP Certification Maintenance credits.

#### The Michigan State University Extension Master Citizen Planner Program

All sessions (except the Citizen Planner Program sessions) are designated for Master Citizen Planner Continuing Education Credits.

### REGISTRATION POLICY

There is a \$50 processing fee to cancel a conference registration on or before August 21, 2017. A written request must be made and sent to the MAP office. NO refunds will be granted on or after August 22, 2017. Cancellations received on or after August 22, 2017, and no-shows the day of the event, will be responsible for the full amount of the registration because food/beverage and conference materials costs have already been incurred. You may send a substitute (the difference between member and non-member fee will be charged if applicable) or receive the conference materials in the mail if you are unable to attend but not able to cancel in time.



### MICHIGAN STATE UNIVERSITY EXTENSION CITIZEN PLANNER PROGRAM - \$125 (in addition to the conference fee)

Once again we are providing the opportunity for conference attendees to earn the Michigan State University (MSU) Extension Citizen Planner Certificate in only three (3) days. The program begins on Wednesday morning, September 27, 2017, and ends at lunchtime on Friday, September 29, 2017. Only people who register for the program (and pay the additional fee) can attend the Citizen Planner Program sessions. Participants in the Citizen Planner Program also participate in the Wednesday General Session, Thursday Opening General Session, Keynote Luncheon and the Friday General Session.

The Citizen Planner Program consists of a seven-session course leading to a certificate of completion awarded by MSU Extension. The course is intended for local appointed and elected officials, zoning administrators and interested citizens. The program cost is \$125 and includes the MSU Extension Citizen Planner Program; notebook with extensive handout materials; and lunch on Wednesday. This fee is in addition to your conference fee. Sign in and out required.

Participants may also choose to continue on with the program and earn the Master Citizen Planner (MCP) credential by completing the entire course, a final exam, and a capstone presentation.

#### CITIZEN PLANNER PROGRAM

WEDNESDAY, SEPTEMBER 27, 2017

9:30 a.m. - 11:20 a.m.

##### **MSU Extension Citizen Planner Session 1**

*Introduction to Planning and Zoning: Smart Growth and the New Economy, Conflict of Interest and Planning Resources*

This session focuses on the history of planning and zoning, the New Economy, placemaking and ethics. Participants will be exposed to valuable planning and zoning resources and learn how to recognize and avoid conflicts of interest.

**Harmony Gmazel, AICP, MSU Extension Educator**

11:20 a.m. - 12:00 p.m.

##### **MSU Extension Citizen Planner Lunch**

12:00 p.m. - 2:30 p.m.

##### **MSU Extension Citizen Planner Session 2**

*Legal Foundations of Planning and Zoning: Cases, Statutes and other Planning Authority*

This session covers cases, statutes and other planning authority, and will focus on risk management, powers, limitations (constitutional and otherwise), planning and zoning authority in Michigan, and private property rights.

**Mark Wyckoff, FAICP, MSU Land Policy Institute**

2:30 p.m. - 6:00 p.m.

##### **MAP's Planning and Zoning Essentials, MSU Extension Citizen Planner Sessions 3 & 4**

*Roles and Responsibilities*

With the foundation of law and history laid, this session will delve into the everyday work of Planning Commissioners and ZBA Members. Examine comprehensive planning and

explore the structure and make up of zoning ordinances. This session will identify the planning and zoning team, standards for decision making, the roles and responsibilities of zoning board of appeals members, including identifying conflicts of interest, understanding legal foundations, variances and how to determine practical difficulty.

**Steven Langworthy, retired**

THURSDAY, SEPTEMBER 28, 2017

10:30 a.m. - 11:45 a.m.; and  
1:45 p.m. - 3:00 p.m.

##### **MSU Extension Citizen Planner Session 5**

*Plan Implementation and Development Controls: Subdividing Land, Zoning Controls and Non-Regulatory Techniques*

We'll cover the Land Division Act, including divisions, exempt divisions, bonus divisions, re-divisions, and subdivisions. This session also covers site condominiums, planned unit development, purchase and transfer of development rights, overlay zones, screening/buffering/landscaping, private road regulations and related planning techniques. Session will break for the Keynote Luncheon.

**David Rowley, MSU Extension Educator**

3:15 p.m. - 6:00 p.m.

##### **MSU Extension Citizen Planner Session 6**

*Best Practices for Innovative Planning and Zoning: Green Development, Form-Based Code, Traditional Neighborhood Design and Conservation Design*

This session covers green development techniques, redevelopment, form-based codes, spatially-based versus design based land use, streetscape reference surveys, traditional neighborhood

design, conservation design, and the four-step conservation design process.

**Bradley Neumann, AICP, MSU Senior Extension Educator**

FRIDAY, SEPTEMBER 29, 2017

10:00 a.m. - 12:30 p.m.

##### **MSU Extension Citizen Planner Session 7**

*The Art of Community Planning: Participation, Effective Meetings and Managing Conflict*

This session covers public participation including community decision making and the players in participatory community planning; effective meetings and communication skills; managing/dealing with conflict; steps for managing conflict; and reading your audience.

**Bethany Prykucki, MSU Extension Educator**

#### THE MASTER CITIZEN PLANNER CREDENTIALING PROGRAM

This year all conference sessions (except the Citizen Planner Program core sessions) are designated for Master Citizen Planner Continuing Education Credits. The Master Citizen Planner (MCP) certification was developed to provide advanced skill development and a benchmark for continuing education among Michigan elected and appointed officials and citizen volunteers. The MCP program involves completing the Citizen Planner course of core sessions, passing an online examination, delivering a capstone presentation, and completing a minimum of six continuing education hours each year.

The MCP designation is an achievement recognized as the standard of excellence among planning officials and community leaders in Michigan.

WEDNESDAY, SEPTEMBER 27<sup>TH</sup>

10:00 a.m. - 11:30 a.m.

## Creative Solutions to Vexing Planning Challenges | 1.5 AICP CM

Community planners face tough dilemmas daily, from balancing political pressure ethically and with technical acumen to holding firm to a zoning ordinance that might not be exactly... up to date. We'll look at some out of the box solutions to problems planners experience day to day, and give you a chance to share your own strategies in this interactive session.

11:30 a.m. - 1:30 p.m.

## Lunch on your own/ Explore the Island

1:30 p.m. - 3:00 p.m.

## Here Comes the Sun (and Wind)

Today, planners must consider the management and conservation of all forms of energy, including wind and solar energy. A panel of energy planning experts will discuss local experiences --both good and bad-- with wind farms, solar farms, as well as ordinance development to support long term community goals.

**Sarah Mills, PhD**, *Center for Local, State, and Urban Policy, University of Michigan*; **Alan Bean, AICP**, *Spicer Group, Inc.*; **David Konkle**, *Great Lakes Renewable Energy Association*

## Hot Topics in Planning Law

1.5 AICP CM LAW 

This program identifies emerging legal challenges and strategies on the latest planning and zoning issues including medical marijuana, signs, short-term rental regulation, and more.

**Catherine Kaufman, JD, AICP**, *Bauckham, Sparks, Thall, Seeber & Kaufman, P.C.*

3:30 p.m. - 5:00 p.m.

## East of Expected: Stories from the North

1.5 AICP CM

Northeast Michigan is a mecca for small town and rural planning, and small but

mighty communities across the region prove that bigger isn't always better. From the City of Grayling's Planning for Growth strategy and Alpena's role as a burgeoning center of commerce for the region, to tales from tiny Atlanta in Briley Township – the Elk Capital of Michigan – discover the wonder of planning in Michigan's Northeast.

**Doug Baum**, *City of Grayling*; **Erich Podjaske**, *City of Grayling*; **Adam Poll**, *City of Alpena*; **Diane Rekowski**, *Northeast Michigan Council of Government*; **Bruno Wojcik**, *Briley Township*

## Equitable Community Engagement: What is it and Why it Matters in Your Community

1.5 AICP CM ETHICS 

Planners know community engagement is critical to ensure success of public initiatives. But what exactly is good engagement, and what makes it equitable? Recognizing the ability of residents to shape their community's future as an extension of democratic values, how can planners use engagement to strengthen civic infrastructure?

**Aaron Goodman**, *Community Development Advocates of Detroit*; **Christina Anderson, AICP**, *City of Kalamazoo*

5:15 p.m. - 6:00 p.m.

## General Session: How to Provide Housing for All .75 AICP CM

In the housing world, the Not in My Backyard (NIMBY) syndrome connotes objections made to stop the development of affordable housing for reasons such as fear and prejudice. The NIMBY movement around housing for all families and people with special needs is harmful for everyone. Tools for overcoming opposition will be introduced.

**Jaimie Ross**, *Florida Housing Coalition*



6:00 p.m. - 7:00 p.m.

## Unofficial Welcome – Pop in and hang out at this informal welcome to the island event

Join us for happy hour cash bar and networking while you check in or wrap up your day of learning!

7:00 p.m. - 9:00 p.m.

## Planning Excellence Awards Banquet | \$75

Join your colleagues to honor distinguished leaders in the planning field as we celebrate outstanding planning projects; leadership recognition; 30, 40 and 50 year members; the Chapter's newest AICP recipients; and MAP scholarship recipients. Participants will enjoy networking and a cash bar starting at 6:00 pm, followed by dinner and the awards program.

THURSDAY, SEPTEMBER 28<sup>TH</sup>

7:15 a.m. - 8:00 a.m.

## Lace Them Up! Walk/ Run/ Mosey

What better place to walk or run than the car-free paths and streets of Mackinac Island? Meet in the lobby to run, walk or mosey – rain or shine – on a “you pick the pace and distance” course. We will have three different paced groups (and a leader for each group) so enjoy the sun rise as you set off on a 5-mile run, 3.5 mile jog or 1.5 mile walk along the beautiful paths of the island.

**Harry Burkholder, AICP, LIAA**; **Doug Plachcinski**, *Macomb Township*

8:30 a.m. - 10:15 a.m.

## Opening Session: Arts, Culture and Community: Planning the Creative Place MAP Annual Meeting | 1.5 AICP CM

Cultural vibrancy can be achieved by intentionally integrating the arts community into local planning practice. Learn how we can work with partners in the arts and culture sectors and use creative strategies to achieve economic, social, environmental, and community goals. This engaging session, featuring Jennifer Goulet of Creative Many Michigan, will highlight stories from across the state where art is changing community.

**Jennifer Goulet**, *President and CEO, Creative Many*; **Amanda Kik**, *Crosshatch Center for Art & Ecology*; **Brad Kirk**, *Crosshatch Center for Art & Ecology*; **Christie Minervini**, *Chairperson, Public Arts Commission*; **Jenn Schaub**, *Dwelling Place*; **Zak Meers**, *City of Detroit*

**10:30 a.m. - 11:45 a.m.**

**The Civic Center that Never Sleeps | 1.25 AICP CM**

Civic sites including city halls often represent an opportunity to be transformed into revenue-producing, walkable, mixed-use town centers that include residential, commercial, recreational and civic uses. This panel will explore how Wixom, Troy and Mt. Pleasant planned and developed mixed-use projects on their city hall properties. **Carmine P. Avantini, AICP, CIB Planning; Robert Gibbs, AICP, ASLA, Gibbs Planning Group; Mark Miller, AICP, City of Troy; James Tischler, FAICP, Michigan Economic Development Corporation**

**Conquering the NIMBY Dragon | 1.25 AICP CM**

Continuing her general session on affordable housing and NIMBYism, Ms. Ross will explore tools and techniques local planners can employ to gain public support for diverse housing in their communities.

**Jaimie Ross, Florida Housing Coalition**

**Top 10 Ways a Zoning Ordinance Discourages Quality Development (and How To Fix it) 1.25 AICP CM**

There are 10 ways a typical Zoning Ordinance discourages quality development. Presenters will identify the major problems commonly found in most zoning ordinances (spoiler alert: parking and sign regulations are 2 of them) and show how to fix them.

**Ron Akers, AICP, Van Buren Township; Paul Lippens, AICP, McKenna Associates; Patrick Sloan, AICP, McKenna Associates**

**10:30 a.m. - 12:00 p.m.**

**Sign Regulation in a post-Reed V Town of Gilbert World | 1.5 AICP CM LAW**

The Supreme Court's landmark ruling in the 2015 Reed v. Town of Gilbert case continues to leave communities grappling for legally sound solutions. A committee of planners, attorneys, and municipal advocates is drafting a content-neutral ordinance that can function as the standard model for local sign regulation.

**Gerald Fisher, Professor of Law at WMU-Cooley**

**12:00 p.m. - 1:30 p.m.**

**Keynote Lunch: Life in the Fast Lane 1 AICP CM**

Commercial Corridors are ubiquitous across Michigan, and many communities have more than one! Bill Frazier explains how to analyze corridors using a unique matrix tool so that planners can prioritize design improvements for the biggest community impact. He'll cover a range of corridor types from downtown corridors to suburban models and provide targeted solutions including design ideas and coordination with other agencies. **William Frazier, FAICP, Frazier Associates**



**1:45 p.m. - 3:00 p.m.**

**Best Practices in Regional Cooperation 1.25 AICP CM**

Since the Regional Prosperity Initiative began in 2013, Michigan's 10 Prosperity Regions each have discovered different ways to collaborate, while facing unique challenges. The regions recently joined forces to perform an assessment of the program. In this session, presenters share lessons learned and provide best practices for regional cooperation, both within the RPI and outside of it.

**Rebecca Harvey, AICP, Harvey Consulting; Christopher Khorey, AICP, McKenna Associates**

**Form Follows Function - and the Master Plan 1.25 AICP CM**

The award-winning Design Lansing Plan includes a map of community character zones, which became the basis for Lansing's Form Based Code districts. The result is a 'hybrid' form based zoning ordinance, based on the Comprehensive Plan, that covers approximately 35 square miles of Michigan's capital city.

**Bob Doyle, RLA, SmithGroup JJR; Kathleen Duffy, AICP, LSL Planning, A SAFEBuilt Company; Oliver Kiley, RLA, SmithGroup JJR; Bill Rieske, AICP, City of Lansing**

**Planning at the Forefront: MEDC's Integrated Approach to Economic Development 1.25 AICP CM**

Learn how the Michigan Economic Development Corporation aligns the Michigan Main Street program with Redevelopment Ready Communities® to leverage community impact. This session showcases how local communities are building a foundation for enhanced economic growth and vibrant downtowns by using the Main Street Approach™ AND becoming "Redevelopment Ready."

**Christopher Germain, AICP, Michigan Economic Development Corporation; Leigh Young, AICP, Michigan Economic Development Corporation**

**What's Old is New Again | 1.25 AICP CM**

Good design is a vital tool in the planner's economic development tool box.

National expert Kathleen Frazier, AIA, will address the importance of good design in both historic districts and non-historic districts. Her work has been featured in a broad range of magazines including *Urban Land* and *Southern Living*.

**Kathleen Frazier, AIA, Frazier Associates**



**3:30 p.m. - 4:45 p.m.**

**The Millennial in the Cube Next to Me 1.25 AICP CM**

Many challenges exist for new employees trying to effectively meet their employer's expectations, and for employers trying to effectively communicate those expectations. Two planning teams will share tips and strategies for collaboration and successful integration. This session also will include a discussion of needs and expectations for the next generation of planners.

**Landon Bartley, City of Grand Rapids; Andrea Hendrick, City of Grand Rapids; Caitlyn McGoldrick, ROWE Professional Services Company; Doug Piggott, AICP, ROWE Professional Services Company**



## Planning for Agriculture

The editor and lead author of *Saving American Farmland: What Works*, Julia Freedgood has spent much of her distinguished career ensuring a voice for agriculture in the community planning process. Her methodology to assess the contribution of farmland to local budgets called Cost of Community Services studies has been conducted in more than 150 communities across the country. Learn more about this initiative.



**Julia Freedgood**, *American Farmland Trust*

## Relmagine Northland, America's First Mall 1.25 AICP CM

This session will describe how Southfield took control of Northland Mall, a defunct suburban shopping mall, to proactively reposition the property for success. The team will outline the specific steps taken to rethink, repurpose and redevelop the mall site into a sustainable mixed-use, pedestrian friendly environment.

**Al Aceves**, *Southfield DDA Director*; **Terry Croad**, *AICP, ASLA, City of Southfield*; **Aaron Domini**, *OHM Advisors*; **Rhett Gronevelt**, *PE, OHM Advisors*

## 3:30 p.m. - 5:15 p.m.

### Planning for Coastal Resiliency | 1.75 AICP CM

Michigan has the longest freshwater coastline in the US. Protecting coastal resources, supporting vulnerable populations, and providing new opportunities for economic development are within a planners' purview. The resiliency movement compels planners to rethink how the vision is achieved. This session illustrates how planners can use proven models to build a more resilient coastal community – featuring “lessons learned” from planners who recently worked in the trenches.

**Harry Burkholder**, *AICP, Land Information Access Association*; **Leah DuMouchel**, *AICP, Beckett and Reader*; **Claire Karner**, *AICP, Beckett and Reader*; **Guy Meadows**, *PhD, Michigan Tech University*; **Paul Montagno**, *Carlisle | Wortman Associates*; **Richard**

**Norton**, *University of Michigan*; **Heather Seyfarth**, *AICP, OHM Advisors*; **Cindy Winland**, *AICP, Delta Institute*; **Ronda Wuycheck**, *Michigan Coastal Zone Management Program*

## 5:00 p.m. - 5:45 p.m.

### Pecha Kucha Mackinac Island | .75 CM

Fast, fun and fluid, Pecha Kucha is always a crowd pleaser. Our presenters have only seven minutes and no more than 20 slides to share success stories and how they implemented them.

## 5:45 p.m. - 7:00 p.m.

### Planning Michigan Reception

New to the conference? Twenty-year veteran? The Planning Michigan opening reception is for all attendees. Expand your networks, connect with state leaders and share experiences with fellow officials. Cash bar and hors d'oeuvres included.

## FRIDAY, SEPTEMBER 29<sup>TH</sup>

## 8:30 a.m. - 9:45 a.m.

### General Session: Growing Food Connections 1.25 AICP CM

Learn how communities can remove public policy barriers and advance policy solutions to strengthen community food systems. Hear about successful examples of how communities support local farms, protect farmland, and support the infrastructure needed to get food from farm to plate to ensure community residents have access to healthy, affordable, and culturally appropriate food.

**Julia Freedgood**, *American Farmland Trust*

## 10:00 a.m. - 11:30 a.m.

### Food Glorious Food (Systems) | 1.5 AICP CM

A panel will share Michigan's local government leaders' responses to a national study of food systems' activity and a case study of Marquette County's local food efforts. The session will culminate with a facilitated exercise to identify assets and opportunities within your own community or region.

**Laura Goddeeris**, *Michigan State University*; **Thyra Karlstrom**, *Marquette County*; **Megan Masson-Minock**, *ENP & Associates*; **Michelle Walk**, *MSU Extension*

## It's Easy Being Green - Planning for a Sustainable Future | 1.5 AICP CM

An interactive focus group provides an opportunity for discussion around our core research question: “What are the long-term strategies that will enable Michigan's communities to begin wide-spread implementation of green infrastructure?” This Michigan Sea Grant funded project includes a multi-faceted approach to stakeholder engagement that will also be described during the session.

**Donald D. Carpenter**, *Lawrence Technological University*

## 11:30 a.m. - 1:00 p.m.

### Closing Luncheon: Finding Common Values 1.0 CM | \$28

The ability to share complex ideas in ways that are understandable to the audience is foundational to a planner's skillset. This task is increasingly more difficult in a world where civic discourse can so easily veer into exchanges that are uncomfortable at best, and belligerent or bullying at their worst. We can only find common values if planners know how to facilitate dialogues respectfully, honestly, and gently. This interactive session will highlight successful strategies that will ease our path to finding common ground.

**Facilitator: Rex LaMore**, *PhD, Michigan State University*

### CREATIVE SOLUTIONS TO VEXING PLANNING CHALLENGES

**WEDNESDAY, SEPTEMBER 27<sup>TH</sup>, 10:00 A.M. - 11:30 A.M.**

Community planners face tough dilemmas daily, from balancing political pressure ethically and with technical acumen to holding firm to a zoning ordinance that might not be exactly... up to date. We'll look at some out of the box solutions to problems planners experience day to day, and give you a chance to share your own strategies in this interactive session.

### GENERAL SESSION: HOW TO PROVIDE HOUSING FOR ALL | WEDNESDAY, SEPTEMBER 27<sup>TH</sup>, 5:15 P.M. - 6:00 P.M.

• In the housing world, the Not in My Backyard (NIMBY) syndrome connotes objections made to stop the development of affordable housing for reasons such as fear and prejudice. The NIMBY movement around housing for all families and people with special needs is harmful for everyone. Tools for overcoming opposition will be introduced.

**Jaimie Ross**, *Florida Housing Coalition*

### LACE THEM UP! WALK/ RUN/ MOSEY | THURSDAY, SEPTEMBER 28<sup>TH</sup>,

**7:15 A.M. - 8:00 A.M.** • What better place to walk or run than the car-free paths and streets of Mackinac Island? Meet in the lobby to run, walk or mosey – rain or shine – on a “you pick the pace and distance” course. We will have three different paced groups (and a leader for each group) so enjoy the sun rise as you set off on a 5-mile run, 3.5 mile jog or 1.5 mile walk along the beautiful paths of the island.

**Harry Burkholder**, *AICP, LIAA*; **Doug Plachcinski**, *Macomb Township*

### ARTS, CULTURE, CREATIVITY AND COMMUNITY: PLANNING THE CREATIVE PLACE | THURSDAY, SEPTEMBER 28<sup>TH</sup>, 8:30 A.M. - 10:15 A.M.

Cultural vibrancy can be achieved by intentionally integrating the arts and creative community into local planning practice. Learn how we can partner with arts, cultural and creative leaders and engage our communities in creative strategies to achieve economic, social, environmental, and community goals. This engaging session, featuring Jennifer Goulet of Creative Many Michigan, will highlight stories from across the state and US where the arts, creativity and design are changing community. | **Jennifer Goulet**, *President and CEO, Creative Many*; **Christie Minervini**, *Chairperson, Public Arts Commission*; **Zak Meers**, *City of Detroit*

### KEYNOTE LUNCH: LIFE IN THE FAST LANE | THURSDAY, SEPTEMBER 28<sup>TH</sup>,

**12:00 P.M. - 1:30 P.M.** • Commercial Corridors are ubiquitous across Michigan, and many communities have more than one! Bill Frazier explains how to analyze corridors using a unique matrix tool so that planners can prioritize

design improvements for the biggest community impact. He'll cover a range of corridor types from downtown corridors to suburban models and provide targeted solutions including design ideas and coordination with other agencies. | **William Frazier**, *FAICP, Frazier Associates*

### WHAT'S OLD IS NEW AGAIN | THURSDAY, SEPTEMBER 28<sup>TH</sup>, 1:45 P.M.

**- 3:00 P.M.** • Good design is a vital tool in the planner's economic development tool box. National expert Kathleen Frazier, AIA, will address the importance of good design in both historic districts and non-historic districts. Her work has been featured in a broad range of magazines including *Urban Land* and *Southern Living*. **Kathleen Frazier**, *AIA, Frazier Associates*

**PLANNING FOR AGRICULTURE BREAKOUT SESSION | THURSDAY, SEPTEMBER 28<sup>TH</sup>, 3:30 - 4:45 P.M.** • The editor and lead author of *Saving American Farmland: What Works*, Julia Freedgood has spent much of her distinguished career ensuring a voice for agriculture in the community planning process. Her methodology to assess the contribution of farmland to local budgets called Cost of Community Services studies has been conducted in more than 150 communities across the country. Learn more about this initiative. | **Julia Freedgood**, *American Farmland Trust*

**GENERAL SESSION: GROWING FOOD CONNECTIONS | FRIDAY, SEPTEMBER 29<sup>TH</sup>, 8:30 A.M. - 9:45 A.M.** • Learn how communities can remove public policy barriers and advance policy solutions to strengthen community food systems. Hear about successful examples of how communities support local farms, protect farmland, and support the infrastructure needed to get food from farm to plate to ensure community residents have access to healthy, affordable, and culturally appropriate food.

**Julia Freedgood**, *American Farmland Trust*

**CLOSING LUNCHEON: FINDING COMMON VALUES | \$28 | FRIDAY, SEPTEMBER 29<sup>TH</sup>, 11:30 A.M. - 1:00 P.M.** • The ability to share complex ideas in ways that are understandable to the audience is foundational to a planner's skillset. This task is increasingly more difficult in a world where civic discourse can so easily veer into exchanges that are uncomfortable at best, and belligerent or bullying at their worst. We can only find common values if planners know how to facilitate dialogues respectfully, honestly, and gently. This interactive session will highlight successful strategies that will ease our path to finding common ground. | **Facilitator: Rex LaMore**, *PhD, President, MAP Board of Directors, MSU Center for Community & Economic Development*



### WEDNESDAY, SEPTEMBER 27<sup>TH</sup>

9:00 a.m. - 7:30 p.m.	Registration
9:30 a.m. - 11:20 a.m.	MSU Extension Citizen Planner Session 1   Introduction to Planning and Zoning ♦
10:00 a.m. - 11:30 a.m.	Creative Solutions to Vexing Planning Challenges
11:20 a.m. - 12:00 p.m.	MSU Extension Citizen Planner Lunch
11:30 a.m. - 1:30 p.m.	Lunch on your own/ Explore the Island
12:00 p.m. - 2:30 p.m.	MSU Extension Citizen Planner Session 2   Legal Foundations of Planning and Zoning ♦
1:30 p.m. - 3:00 p.m.	Here Comes the Sun (and Wind)
	Hot Topics in Planning Law 🗑️
2:30 p.m. - 6:00 p.m.	MAP's Planning and Zoning Essentials, MSU Extension Citizen Planner Sessions 3 & 4 ♦
3:00 p.m. - 5:00 p.m.	Silver Birches Renovation and Rebirth 🏠
	Historic Preservation Tour 🚶
3:30 p.m. - 5:00 p.m.	East of Expectations: Stories from the North
	Equitable Community Engagement: What is it and Why it Matters in Your Community ⚖️
5:15 p.m. - 6:00 p.m.	General Session: How to Provide Housing for All
6:00 p.m. - 7:00 p.m.	Unofficial Welcome – Just pop in and hang out
7:00 p.m. - 9:00 p.m.	Planning Excellence Awards Banquet

### THURSDAY, SEPTEMBER 28<sup>TH</sup>

7:00 a.m. - 5:00 p.m.	Registration
7:15 a.m. - 8:00 a.m.	Lace Them Up! Walk/ Run / Mosey
8:00 a.m. - 5:00 p.m.	Exhibitor Display
8:30 a.m. - 10:15 a.m.	Opening Session: Arts, Culture and Community: Planning the Creative Place   MAP Annual Meeting
10:30 a.m. - 11:30 a.m.	Mission Point and Sound Stage Tour 🚶
10:30 a.m. - 11:45 a.m.	The Civic Center that Never Sleeps
	Conquering the NIMBY Dragon
	MSU Extension Citizen Planner Session 5   Plan Implementation and Development Controls ♦
	Top 10 Ways a Zoning Ordinance Discourages Quality Development (and How To Fix it)
10:30 a.m. - 12:00 p.m.	Sign Regulation in a post-Reed V Town of Gilbert World 🗑️
12:00 p.m. - 1:30 p.m.	Keynote Lunch: Life in the Fast Lane
1:45 p.m. - 3:00 p.m.	Best Practices in Regional Cooperation
	Form Follows Function - and the Master Plan
	MSU Extension Citizen Planner Session 5   Plan Implementation and Development Controls (continued) ♦
	Planning at the Forefront: MEDC's Integrated Approach to Economic Development
	What's Old is New Again
1:45 p.m. - 3:15 p.m.	The Long and Winding Trail 🚲
3:30 p.m. - 6:00 p.m.	MSU Extension Citizen Planner Session 6   Best Practices for Innovative Planning and Zoning ♦
3:30 p.m. - 4:45 p.m.	The Millennial in the Cube Next to Me

	Planning for Agriculture
	Relmagine Northland, America's First Mall
3:30 p.m. - 5:30 p.m.	An Insider View: Planning and Zoning on Mackinac Island 🚗
3:30 p.m. - 5:15 p.m.	Planning for Coastal Resiliency
5:00 p.m. - 5:45 p.m.	Pecha Kucha Mackinac Island   .75 CM
5:45 p.m. - 7:00 p.m.	Planning Michigan Reception
7:45 p.m. - 9:45 p.m.	Haunts of Mackinac Tour 🚶

## FRIDAY, SEPTEMBER 29<sup>TH</sup>

8:30 a.m. - 9:45 a.m.	General Session: Growing Food Connections
10:00 a.m. - 11:30 a.m.	Food Glorious Food (Systems)
	It's Easy Being Green - Planning for a Sustainable Future
10:00 a.m. - 12:30 p.m.	MSU Extension Citizen Planner Session 7   The Art of Community Planning ♦
11:30 a.m. - 1:00 p.m.	Closing Luncheon: Finding Common Values

### ICON KEY

Interactive Sessions

Enhanced Networking Opportunities

Mobile Tours

National Experts

♦ Michigan Citizen Planner required sessions

⚖️ This session has been submitted for the AICP CM requirement for law

⚖️ This session has been submitted for the AICP CM requirement for ethics

🚗 Carriage Tour | 🚲 Bicycle Tour | 🚶 Walking Tour

## Easy Travel to MACKINAC ISLAND

2017 Planning Michigan Conference



Travel to Mackinac  
City or St. Ignace



Arrive at Shepler's  
Ferry & Tag Luggage  
Check in at ferry office for  
luggage tag.



Ride Shepler's  
Ferry to Island  
Discount code for tickets  
available to conference  
registrants after August 15.



Staying at  
Mission Point?  
Check-in is at 4 PM.



Luggage arrives.  
Mission Point guests will have  
luggage automatically  
transported to the hotel.



Remember, no cars  
on the island!  
Once on the island, bike and  
carriage services are available.

## PLANNINGMICHIGAN 2018

Join us DURING ARTPRIZE  
in GRAND RAPIDS, MICHIGAN  
THURSDAY, SEPTEMBER 20 -  
SATURDAY, SEPTEMBER 22, 2018



## WEDNESDAY, SEPTEMBER 27, 2017

3:00 p.m. - 5:00 p.m.

### Silver Birches Renovation and Rebirth | 1.5 AICP CM | \$25 🏠

The Silver Birches lodge was built between 1906-1912. In 2012, the lodge was boarded up and “practically falling down into itself.” Learn about the Island’s first conditional rezoning process, as well as the challenges of construction in a truck-free environment, while touring this fabulous restoration project with Silver Birches owner Liz Ware.

3:00 p.m. - 5:00 p.m.

### Historic Preservation Walking Tour | 1.5 AICP CM | \$15 🚶

Europeans first settled Mackinac Island in the 1600’s making it one of the oldest cities in Michigan. There are nearly a dozen buildings on the National Register of Historic Places, not including the three historic districts in the City. Richard Neumann, consulting architect to the historic district commission will lead a tour highlighting historic buildings.

Richard Neumann, AIA, *Architect*

## THURSDAY, SEPTEMBER 28, 2017

10:30 a.m. - 11:30 a.m.

### Mission Point and Sound Stage Tour | 1 AICP CM | \$10

Join us to hear the history of Mission Point Resort and the eastern side of Mackinac Island! You will experience a piece of Hollywood history at Mission Point’s historic movie theater and Sound Stage, which was the setting for ‘Somewhere in Time’ starring Christopher Reeve and Jane Seymour.

Pat Discoll, *Mission Point*

1:45 p.m. - 3:15 p.m.

### The Long and Winding Trail | 1 AICP CM | Bring Your Own Bike - \$10 | Rent a Bike - \$20 🚲

Michigan Trails and Greenways Alliance’s Executive Director, Bob Wilson, will lead a tour of Mackinac Island’s scenic trails. Along the way, he’ll discuss the benefits and importance of trails in your community. Bring your own bike or rent one.

3:30 p.m. - 5:30 p.m.

### An Insider View: Planning and Zoning on Mackinac Island | 1.5 AICP CM | \$20

One of the nation’s most well-known destinations, hundreds of thousands of tourists visit Mackinac Island every year to experience its exceptional historic charm and natural beauty. Working behind the scenes as stewards of this exceptional place are passionate and committed City leaders, Planning Commissioners, and citizens (all 492 of them!). Learn about the proactive planning efforts of the City of Mackinac Island and how this small island is in a strong position to face its big city challenges. | Adam Young, AICP, *Wade Trim*; Anneke Myers, *Mackinac Island City Council and Planning Commission*; Mary McCourt-Dufina, *Mackinac Island Planning Commission*

7:45 p.m. - 9:45 p.m.

### Haunts of Mackinac Tour | \$20 🚶

Just in time for the Halloween season! Join a Haunts of Mackinac guide as he shares the history, legends and ghost stories in downtown Mackinac. This walking tour will both inform and entertain.

