The regular meeting of the Taylor Housing Commission will be held on Thursday, May 22, 2025 at 8:15 a.m., at Maplewood Manor 15270 Plaza South Drive Taylor, MI 48180.

#### Regular Meeting of the Taylor Housing Commission

#### AGENDA

- 1) Call to order roll call: Fred Miller, Laurie Trueblood, Michelle Alford, Jim Corbin and Rich Pratt
- 2) Acceptance of the Agenda.
- 3) Acceptance of the minutes of the meeting held April 24, 2025. (Attachment A)
- 4A) Motion to approve pay vouchers from April 1, 2025, through April 30, 2025 for Maplewood Manor of Taylor, LLC (Attachment B1-B2)
- 4B) Motion to approve pay vouchers from April 1, 2025 through April 30, 2025 for the Taylor Housing Commission.
  (Attachment B3-B4)
- Motion to receive and file written report from the Manager, regarding current level of occupancy.(Attachment C)
- Motion to receive and file written report from the Manager of Section 8 Housing Choice Voucher. (Attachment D)
- 7) Motion to approve Agreement with APHC, for Management Services (Attachment E)
- 8) Montion to approve E.D. to enter into a One year, part-time employment agreement with APHC (Attachment F)
- 9) Motion to approve a one year renewal of BC/BS Health Insurance for full-time staff (Attachment G)
- 10) Motion to receive and file the 2025 SEMAP score with HUD (High Performer status) Attachment H
- 11) Motion to approve E.D. to engage Hanna Bond for the 2025 FYE Audit, for a fee of \$23,800 (Sole Bidder)
- 12) Director Communications: Director to update Commissioners on the progress of the Generator project and update on Agreement with APHC
- 13) Old Business/New Business
- 14) Public Comment
- 15) Adjournment

A regular meeting of the Taylor Housing Commission was held on Thursday, April 24, 2025 at 8:15 am, at the Maplewood Manor of Taylor. Fred Miller called the meeting to order at 8:20 a.m.

Present: Fred Miller, Michelle Alford, Laurie Trueblood and Richard Pratt

Also Present: Joe Couvreur (Corporation Counsel) and John Carter

Excused: Jim Corbin

Motion by Alford supported by Pratt Resolved: Acceptance of agenda Unanimously carried 4.25-25

Motion by Alford supported by Pratt

Resolved: Acceptance of the minutes of the Meeting held March 27, 2025

Unanimously carried

4.26-25

Motion by Trueblood supported by Alford

Resolved: Approve pay vouchers from March 1, 2025 through March 31, 2025 for the Maplewood Manor of Taylor, LLC.

Unanimously carried

4.27-25

Motion by Alford supported by Pratt

Resolved: Approve pay vouchers from March 1, 2025 through March 31, 2025 for the Taylor Housing Commission

Unanimously carried

4.28-25

Motion by Alford supported by Pratt

Resolved: Receive and file written report from the Property Manager of Maplewood Manor, regarding current level of occupancy

Unanimously carried

4.29-25

Motion by Alford supported by Pratt

Resolved: Receive and file written report from the Manager of the Housing Choice Voucher Program, regarding current level of utilization

Unanimously carried

4.30-25

Motion by Trueblood supported by Alford

Resolved: Approve Family Assets Policy: "The PHA will use third-party documentation for assets as part of the intake process, recertification process, and whenever a family member is added, to verify the individual's assets. The PHA may request up to 6 months of bank statements."

Unanimously carried

4.31-25

Director Communications: E.D. updated the Commissioners on the status of the Generator project and updated the Commissioners as to the status of negotiations with the APHC to produce a Management Agreement and personal services contract

Public Comment: Resident Council President suggested that the THC explore window replacement, as some of the windows are drafty

Adjournment at 9:04 am	
Frederick D. Miller, President	Cindy Bower, City Clerk

Filter Criteria Includes: 1) Program: Maplewood Manor LLC 2) Project: RAD Maplewood Senior Apartments 3) Payment Date: 4/1/2025 to 4/30/2025 4) Financial Period: All 5) Payments Over: All 6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

Bank: Citizens Bank, Bank Account: 12345. CL Accounts.

Bank: Citizens Bank, Bank Account: 12345, GL Account: 1111

Posted Payments	;						
<u>Doc Num</u>	Payment Date	<u>Volded</u>	Туре	Document Recipient	Document Description	<u>Cleared</u>	<u>Amount</u>
3084	04/08/2025	No	CHK	A.M. Contractors Supply	Unit 605: New Carpet&Other Labor	No	\$4,061.71
3085	04/08/2025	No	CHK	Bennies Plumbing	1st Fl: Leak& Clean out	No	\$825.00
3086	04/08/2025	No	CHK	Capital One	Maplewood: Offc. Contract	No	\$110.00
3087	04/08/2025	No	CHK	Fire Systems Of Michigan	Sprinkler Repairs	No	\$1,250.10
3088	04/08/2025	No	CHK	Midwest Alarm Services	Sprinkler Point Tie-In	No	\$1,500.42
3089	04/08/2025	No	CHK	Motor City Heating & Cooling, Inc	Repair:Hot Water PipeLeak	No	\$2,057.50
3090	04/08/2025	No	CHK	PNC Bank Visa	Maplewood: Offc. Supplies	No	\$154.87
3091	04/08/2025	No	CHK	Prestige Painting Inc.	Units 207&312: Repaints/Repairs	No	\$1,900.00
3092	04/09/2025	No	CHK	DTE Energy (Gas)	3/5-4/2/25 Gas Usage	No	\$4,367.49
3093	04/09/2025	No	CHK	PNC Bank Visa	Maplewood: Offc. Contract	No	\$13.25
3094	04/30/2025	No	CHK	Accident Fund Insurance Compan	Q2 2025: Worker's Comp. Premium	No	\$937.50
3095	04/30/2025	No	CHK	Comcast	4/15-5/14/25 Business Phone&Inter	No	\$220.70
3096	04/30/2025	No	CHK	DTE	3/18-4/14/25 Electricity Usage	No	\$5,427.44
3097	04/30/2025	No	CHK	Fairfax Electric Services Inc	Junction Boxes&EMT Install	No	\$2,544.00
3098	04/30/2025	No	CHK	Fire Systems Of Michigan	2025: Fire Alarm Inspection (Annual)	No	\$841.35
3099	04/30/2025	No	CHK	HD Supply Facilities Maintenance	Order:W230610022	No	\$306.12
3100	04/30/2025	No	CHK	PNC Bank Visa	Maplewood: 60%;Admin: 40%	No	\$3,573.63
3101	04/30/2025	No	CHK	Port City Communications, Inc.	4/25 Answering Services	No	\$219.03
3102	04/30/2025	No	CHK	Prestige Painting Inc.	Repaints/Repairs (Multpl. Units)	No	\$4,412.50
3103	04/30/2025	No	CHK	The Sherwin Williams Company	Acrylic Latex&Paint	No	\$998.68

Maplewood Manor LLC

Filter Criteria Includes: 1) Program: Maplewood Manor LLC 2) Project: RAD Maplewood Senior Apartments 3) Payment Date: 4/1/2025 to 4/30/2025 4) Financial Period: All 5) Payments Over: All 6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes

Bank: Citizens Bank Bank Accounts 40045

Bank: Citizens Bank, Bank Account:	12345,	GL Account: 1111
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Posted Payments

Doc Num 3104

Payment Date 04/30/2025

<u>Voided</u> Type

No

CHK

Document Recipient **WOW! BUSINESS**  Document Description

Cleared No

<u>Amount</u> \$206.90

Cleared: 0

4/16-5/15/25 Business Phone&Inter

\$0.00

Uncleared: 21

\$35,928.19

Total Payments: 21

\$35,928.19

**Project Summary** 

Bank: Citizens Bank, Bank Account: 12345, GL Account: 1111

Program - Project	<u>Payments</u>	<u>Deposits</u>
Maplewood Manor LLC - RAD Maplewood Senior Apartments	\$35,928.19	\$0.00
Total:	\$35,928.19	\$0.00

Document Type Summary Bank: Citizens Bank, Bank Account: 12345, GL Account: 1111

Document Type	<u>Count</u>	Amount
Check (CHK)	21	\$35,928.19
Total:	21	\$35,928.19

Transaction Type Summary Bank: Citizens Bank, Bank Account: 12345, GL Account: 1111

Transaction Type	Count	Amount
Vendor Accounting - Payment	21	\$35,928.19
Vendor Accounting Total	21	\$35,928.19
Total:	21	\$35,928.19

End of Report

**THC Admin** 

Filter Criteria Includes: 1) Program: THC Admin 2) Project: THC Admin 3) Payment Date: 4/1/2025 to 4/30/2025 4) Financial Period: All 5) Payments Over: All 6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

Bank: PNC Bank (THC Admin), Bank Account: 4255055984, GL Account: 1111

Posted Payments							
Doc Num	Payment Date	<u>Voided</u>	Туре	Document Recipient	Document Description	Cleared	<u>Amount</u>
66293	04/08/2025	No	CHK	John Carter	Per Diem:PHA-Conf. 04/25	No	\$360.00
66294	04/09/2025	No	CHK	Management Computer Services,	1099 Processing&APR-JUN25 Web	No	\$4,830.00
66295	04/09/2025	No	CHK	MRI Software LLC	3/25-2/26 Tenant PI Subscription(An	No	\$200.00
66296	04/09/2025	No	CHK	PNC Bank Visa	Admin: Offc. Contract	No	\$16.95
66297	04/09/2025	No	CHK	The Nelrod Company	Course Registration (4/25)	No	\$596.00
66298	04/09/2025	No	CHK	Verizon Wireless	2/24-3/23/25 John's Phone&Tablet	No	\$64.72
66299	04/14/2025	No	CHK	Cygnus Systems , Inc.	4/24 PshTesting/Psswrd Vault/etc	No	\$743.00
66300	04/15/2025	No	CHK	Advanced Benefit Solutions, Inc	4/25 HRA Admin Fees	No	\$179.60
66301	04/15/2025	No	CHK	Blue Cross Blue Shield Of MI	5/25 Employee Health Insurance	No	\$8,451.90
66302	04/28/2025	No	CHK	Maplewood Manor of Taylor, LLC	5/25 ACH Payment (Reconciliation)	No	\$269.00
66303	04/29/2025	No	CHK	Aflac Traditional and Direct	4/25 Employee Medical Policies	No	\$1,126.52
66304	04/29/2025	No	CHK	Alerus Financial	3/25 457 (Supplemental Plan)	No	\$2,434.54
66305	04/29/2025	No	CHK	Applied Innovation	4/19-5/18/25 Contract Rate&Toner	No	\$485.54
66306	04/29/2025	No	CHK	Cygnus Systems , Inc.	HCV: Replacement PC	No	\$1,733.21
66307	04/29/2025	No	CHK	PLIC - SBD GRAND ISLAND	5/25 Employee Life Insurance	No	\$91.09
66308	04/29/2025	No	CHK	Purchase Power	4/25 Postage &Overage Fee	No	\$502,25
66309	04/29/2025	No	CHK	The Inspection Group, Inc	3/25 HQS Inspections	No	\$16,686.00
66310	04/29/2025	No	CHK	Toshiba America Business Solutio	HCV Toner Cartridges: Order #1	No	\$1,475.04
66311	04/29/2025	No	CHK	Zest Property Management	Refund (Over payment of Reinspect.	No	\$60.00
66312	04/30/2025	No	CHK	Capital One	Admin Expenses	No	\$1,287.71
00166407-2	04/21/2025	No	INV	MERS	3/25 Defined Benefits	No	\$2,942.44

#### **THC Admin**

Attachment 84

Filter Criteria Includes: 1) Program: THC Admin 2) Project: THC Admin 3) Payment Date: 4/1/2025 to 4/30/2025 4) Financial Period: All 5) Payments Over: All 6) Check Numbers: All 7) Cleared Period: All 8) Check Status: All 9) Payment Status: All 10) Show Payments: Yes 11) Show Deposits: Yes 12) Order By: Payment/Receipt Number

Bank: PNC Bank (THC Admin), Bank Account: 4255055984, GL Account: 1111

Posted Payments

Doc Num 688697704

Payment Date 04/18/2025 **Voided** No

Туре

INV

ADP Inc

Document Description

Payroll P/E: 3/31,4/2,4/6,4/8/25

Cleared

<u>Amount</u> \$503.10

Cleared: 0

No

Uncleared: 22

\$0.00 \$45,038.61

Total Payments: 22

\$45,038.61

**Project Summary** 

Bank: PNC Bank (THC Admin), Bank Account: 4255055984, GL Account: 1111

<u> Program - Project</u>	<u>Payments</u>	<u>Deposits</u>
THC Admin - THC Admin	\$45,038.61	\$0.00
Total:	\$45,038.61	\$0.00

**Document Type Summary** 

Bank: PNC Bank (THC Admin), Bank Account: 4255055984, GL Account: 1111

Document Type	Count	Amount
Check (CHK)	20	\$41,593.07
Invoice (INV)	2	\$3,445.54
Total:	22	\$45,038.61

**Transaction Type Summary** Bank: PNC Bank (THC Admin), Bank Account: 4255055984, GL Account: 1111

Transaction Type	Count	Amount
Vendor Accounting - Invoice	2	\$3,445.54
Vendor Accounting - Payment	20	\$41,593.07
Vendor Accounting Total	22	\$45,038.61
Total:	22	\$45,038,61

End of Report

Written Report to the commissioners From Laura Liedel, MMT Property Manager May 15, 2024

**Occupancy at Maplewood:** We currently have 95 units occupied out of 102 We have 7unit(s) vacant/available at this time.

There is one scheduled for inspection and will have an immediate move-in.

All 30 seniors pulled from the waiting list on April 22. Only 3 packets were returned. 1 was over income 1 extended due date because documentation incomplete and 1 was incomplete and removed from the list. 28 did not respond or never turned the packet in. All applicants had joined the list between February and April 21, 2025.

There are 118 names on our waiting list at this time.

All annual re-certifications for Maplewood Manor Taylor, LLC. are up to date and complete.

## Apr-25 Section 8 HCV

1-Apr

Attachment D

Currently we have 278 applicants on the waiting list.

RAD 0

**Section 8 Lottery 278** 

**Dearborn Ned** 

Housing Choice Voucher Statistics Housing Choice Voucher Statistics

Leased 871

Issued 7

Portable Billing 3

**Total** 1149

	Total
Income	
Housing Payments04/1/2025	691,242.00
Admin Fee04/2025	\$ 64,862.00
Admin Fee	
Admin Fee	
Admin Portable Receiving	
Portable Receiving (HAP)	\$ 574.00
Portable Receiving (URP)	
Cares Act	 750.070.00
Total Income	\$ 756,678.00
Expenses	
HAP payments	\$ 621,887.00
URP payments	\$ 13,889.00
HAP Portable Paying	\$ 10,812.00
Portable Receiving (HAP)	
Total Expense	\$ 646,588.00
Other income (Fraud recovery	\$ 6,343.00
Landlord repayment	
Interest	
	\$ 6,343.00
Total other income	
Average HAP Payment	787

Attachment E

#### MANAGEMENT AGREEMENT

This Agreement is made this 1st day of June 2025 between the Taylor Housing Commission, hereinafter called "Managing Agent", with principal offices located at 15270 Plaza South Drive, Taylor, Michigan 48180 and the Allen Park Housing Commission, hereinafter called "Owner", a Michigan public body corporate, with principal offices located at 1700 Champaign Rd, Allen Park, Michigan 48101.

WHEREAS, Owner is the owner of a 61-unit multifamily apartment complex intended for rental to persons of low income, known as the Leo Paluch Apartment Building, and located in Allen Park, Michigan (the "Apartment Complex").

WHEREAS, Managing Agent is engaged in the business of public housing property management; and

WHEREAS, Owner desires to engage Managing Agent as property manager under the terms set forth in this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Owner and Managing Agent mutually agree as follows:

#### 1. **DEFINITIONS**.

- <u>a.</u> "Gross Operating Revenues" means the actual monthly cash collections from the customary operations of the Apartment Complex consisting of rental, vending machine and laundry room receipts net of any costs or expenses, forfeited or applied deposits, rent claim settlements net of any collection fees, lease termination or modification payments, and other operating receipts, excluding applicable sales tax and refundable deposits;
- <u>b.</u> "Person" means any individual, partnership, corporation, trust, limited liability company, or other entity.
- c. <u>"Project Lenders"</u> shall mean any Person in its capacity as a holder of a loan on the Apartment Complex.
- d. "Project Loans" shall mean the loans and indebtedness of the Owner to the Project Lenders.
- e. "Regulatory Agreement" means, to the extent applicable, and collectively, any regulatory agreements and/or any declaration of covenants and restrictions heretofore or hereafter entered into between the Owner and the Project Lenders, including the MSHDA Regulatory Agreement, or any documents executed by any applicable government agency, setting forth certain terms and conditions under which the Apartment Complex is to be operated.

#### 2. APPOINTMENT OF MANAGING AGENT

On and subject to the terms and conditions of this Agreement, Owner hereby retains Managing Agent commencing on May 1, 2025 (the "Commencement Date") to provide management oversight for the management of the Apartment Complex described in Number 3 below, and preparation of HUD reports, documents and Annual Plan/5 year Plan for the Allen Park Housing Commission, and the Agent accepts the appointment subject to the terms and conditions set forth in this agreement.

3. NAME: Leo Paluch Apartment Building

Location: Allen Park, MI

Number of Dwelling Units: 61

#### 4. ON-SITE MANAGEMENT OFFICE.

Owner shall provide adequate space in the Apartment Complex for a management office. Owner shall pay from the operating budget all expenses related to such office, including, but not limited to, furnishings, equipment, postage, office supplies, electricity, computers, telephone, answering service, and security monitoring services, if any. All computers, hardware, software, computer upgrades and maintenance in connection therewith shall be at Owner's expense. The office shall be open and staffed by Owner's Employees for at least 4 hours per day, Monday through Friday as determined by the Interim Executive Director.

- 5. ON SITE MANAGEMENT OFFICE The Managing Agent will assist the Director with making arrangements for water, electricity, gas, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone service. Subject to the Owner's prior approval, the Managing Agent will work with the Director to make such contracts as may be necessary to secure such utilities and services, acting as Managing Agent for the Owner.
- 6. <u>EMPLOYEES</u>. All employees assigned to work on-site at the apartment complex are employees of Owner and must meet all qualifications, licensing, and code requirements applicable to completing assigned tasks, except where provisional or probationary status is permitted by regulation. It is understood that all costs associated with employees working "on-site" will be borne by the Owner, to include their direct salary, Social Security taxes, employment taxes, medical insurance, Pension Plan (if any), and Worker's Compensation. Such reimbursement will be paid out of the General Operating Account and will be treated as a project expense.
- 7. BUDGET Annual operating and capital budgets for the Apartment Complex will be approved by the Owner. Except for emergency expenses, annual disbursements for each type of operating expenses itemized in the budget will not exceed the amount authorized by the approved budget. The Managing Agent will assist the Interim Executive Director in regular budget processes and planning procedures and preparation of a recommended operating and capital budget for each fiscal year beginning during the term

of this Agreement, and will submit the same to the Owner at least 60 days before the beginning of the fiscal year. The Owner will promptly inform the Managing Agent of any changes incorporated in the approved budget, and the Managing Agent will keep the Owner informed of any anticipated positive or negative variance of ten percent (10%) or more for each major budget category stated in the approved budget.

#### 8. RECORDS AND REPORTS.

The Managing Agent will have the following responsibilities with respect to accounts and reports:

- a. The Managing Agent will oversee the establishment and maintenance of a comprehensive system of records, books, and accounts in a manner satisfactory to the Owner. All records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of the Owner.
- b. With respect to each fiscal year ending during the term of this Agreement, the Managing Agent will have the property audited in accordance with the provisions of the Single Audit Act, OMB Circular A-133 by a certified public accountant. The report will be prepared in accordance with generally accepted accounting practices, and submitted to the Owner within 60 days after the end of the fiscal year. The preparer's services will be paid for out of the General Operating Account as an expense of the Apartment Complex.
- c. Furnish information as may be requested by the Owner from time to time with respect to the financial, physical or operational condition of the Apartment Complex.
- d. Except as otherwise provided in this Agreement, any off-site bookkeeping conducted by Managing Agent, clerical, and other management overhead expenses (including, but not limited to, costs of office supplies and equipment, postage, transportation for managerial personnel, and telephone services) will be borne by the Managing Agent out of its own funds and will not be treated as Apartment Complex expenses.
- e. Unless Owner, in writing, expressly directs, Managing Agent shall not be required to file any reports other than such monthly statements. An annual audit report shall be prepared at Owner's expense, out of available cash flow, showing a balance sheet and an income and expense statement, all in reasonable detail and certified by an independent Certified Public Accountant. All books, correspondence and data pertaining to the leasing, management and operation of the Apartment Complex shall, at all times, be safely preserved. Such books, correspondence and data shall be available to Owner at all reasonable times, and shall, upon the termination of this Agreement be delivered to Owner in their entirety and upon request of Owner be delivered to Owner within thirty (30) days of such request. Managing Agent shall maintain files of all original documents relating to reporting requirements under Code Section 42, leases, vendors and all other business of the Apartment Complex in an orderly fashion at the Apartment Complex, which files shall be the property of Owner and shall at all times be open to Owner's inspection.

#### 9. FIDELITY BOND. JOHN CHECK WITH INSURANCE

The Managing Agent will place the Apartment Complex on a master fidelity bond, which provides blanket coverage equal to two (2) months' gross rent potential. The bond will provide coverage for all principals of the Managing Agent and all persons who participate directly or indirectly in the management of the Apartment Complex and its assets, accounts and records. The premiums for such a bond will be paid from both the Managing Agent's management fee and from property income, to be pro-rated proportionately to persons covered. Specifically, coverage for the Managing Agent, including all applicable persons in the central office, will be paid from management fees, and coverage for the Owner personnel will be paid from the Apartment Complex income.

#### 10. BIDS, DISCOUNTS, REBATES, OR COMMISSIONS.

The Owner and Managing Agent agree to make every reasonable effort to obtain contract materials, supplies and services at the most advantageous cost to the property and to secure and credit to the property all discounts, rebates and commissions obtainable with respect to purchases, service contracts, and all other transactions on behalf of the Apartment Complex. The Owner and Managing Agent agree that all goods and services purchased from individuals or companies having an identity-of-interest with the Owner or Managing Agent shall be purchased at costs not in excess of those that would be incurred in making arms-length purchases on the open market.

The Managing Agent shall solicit written cost estimates (i.e. bids) in the following manner:

Procurement Method	Federal grants	All other funding sources
Micro Purchase — direct contract	Up to \$2,000	Up to \$10,000
Small Purchase — 3 quotes	\$2,001 - \$100,000	\$10,001 - \$100,000
Sealed Bids/Proposals — Board Approval Required	\$100,001 and above	\$100,001 and above

The Managing Agent agrees to accept the bid that represents the lowest price, taking into consideration the bidders' reputation for quality of workmanship or materials and timely performance, and the time frame within which the services or goods are needed. The Managing Agent must make every reasonable effort to assure that the Apartment Complex is obtaining services, supplies, and purchases at the most advantageous cost without sacrificing quality. The Managing Agent must make a written record of any verbal estimate obtained. Copies of all required bids and documentation of all other written or verbal cost comparisons made by the Managing Agent shall be made part of the Apartment Complex's records and shall be retained for three (3) years from the date the work was completed.

#### 11. RESIDENT SERVICES PROGRAM.

The Managing Agent will be responsible to the Owner for assisting the Interim Executive Director with carrying out resident services programs. The resident services director of the Owner or other designated on-site or central office personnel will be the liaison with the Managing Agent on such matters.

#### 12. RESIDENT-MANAGEMENT RELATIONS.

The Managing Agent will assist the Interim Executive Director to encourage and promote resident involvement, and will abide by HUD's policies regarding recognition of resident bodies.

#### 13. INSURANCE. TALK TO OUR AGENT.

#### a. Managing Agent's Insurance:

The Managing Agent shall maintain the following insurance during the term of this Agreement:

- i. Workers' Compensation Insurance in the minimum statutory amounts and Employer's Liability Insurance in the amount of \$500,000 each accident; \$500,000 each disease; and \$500,000 for each disease/each employee.
- ii. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Michigan No Fault Insurance Law) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- iii. Professional Liability Insurance in an amount of \$1,000,000.
- iv. General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- v. A crime insurance policy including insuring agreement for employee dishonest, forgery and alteration, theft, disappearance & destruction, and robbery and safe burglary. Limits of liability for each insuring agreement shall not be less than \$100,000, with a maximum deductible of \$1,000 per claim, and the cost of this coverage shall be allocated as described in Section 18 of this Agreement.

The General Liability Insurance policy shall name the Owner as an additional insured. The General Liability Insurance shall provide blanket contractual liability insurance for all written contracts or, in the alternative, shall contain a specific endorsement worded substantially as follows:

If the General Liability Insurance policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "the insurance afforded applies separately to each insured except with respect to limits," then in the alternative, the General Liability Insurance policy shall contain the following cross liability endorsement: "It is agreed that the inclusion of more than one insured under this policy shall not affect the rights of an insured with respect to any claim, suit or judgment made or brought by or for any other insured or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named."

If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Owner, render inadequate the insurance limits or types of coverage, the Managing Agent shall furnish or demand from its insurer such additional coverage as may reasonably be required under the circumstances. All such insurance shall be procured at the Managing Agent's expense under valid and enforceable policies, issued by insurers of recognized responsibility, which are well-rated by national rating organizations and are acceptable to the Owner. Each policy shall be from an insurance company rated "A" or higher by the A.M. Best Insurance Guide, with a financial size category rating of 12 or higher.

All policies shall name the Managing Agent as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled, or reduced without at least thirty (30) days prior written notice to the Owner. Certificate(s) of Insurance evidencing such coverage shall be submitted to all additional insured prior to the commencement of performances under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

#### b. Owner's Insurance.

It is understood and agreed that the Owner will maintain separate Apartment Complex Insurance and General Owner's Liability Insurance coverage for the Apartment Complex. The Managing Agent will work with the Director to investigate and furnish the Owner with full reports as to all accidents, claims, and potential claims for damage relating to the Apartment Complex and will cooperate with the Owner's insurers in connection therewith.

The Owner will inform the Managing Agent of insurance to be carried with respect to the Apartment Complex and its operations, and the Managing Agent will solicit quotes and, after

approval from the Owner, cause such insurance to be placed and kept in effect at all times. The Managing Agent will pay premiums out of the General Operating Account, and the premiums will be treated as operating expenses. All insurance will be placed with such companies, on such conditions, in such amounts and with such beneficial interests appearing thereon as shall be acceptable to the owner and Managing agent, provide that the same will include public liability coverage, with the Managing Agent designated as one of the additional insured, in amounts acceptable to the Managing Agent and the Owner. The Managing Agent will promptly report to the insurance company all accidents, claims, and potential claims for damage relating to the property, and will cooperate with the Owner's insurers in connection therewith. The Managing Agent will request the insurance company to furnish an annual report to the Agent and Owner listing all claims paid or reserved for payment.

All such insurance policies shall provide that notice of default or cancellation be sent to Owner as well as Managing Agent, at least 30 days in advance of the effective date of any such default or cancellation.

Each policy shall be endorsed to include the provision giving the Owner at least thirty (30) days prior written notice of cancellation, non-renewal or material change of the policy. The Commercial General Liability insurance policy shall be endorsed to include the Managing Agent as additional insured. Managing Agent shall furnish Owner with copies of all such endorsements with Certificates of Insurance evidencing such policies and the renewals thereof. Owner shall further have the right to receive full copies of the insurance policies for its review.

#### c. Waiver of Subrogation.

Managing Agent hereby waives any and all rights of recovery against Owner, its officers, agents, partners and employees occurring out of the ownership, management and operation of the Apartment Complex for loss or damage as a result of any casualty covered and to the extent covered by its insurance policies. The Managing Agent shall upon obtaining the policies of insurance required by this Section notify the insurance carrier that the foregoing waiver is contained in this Agreement and shall require such carrier to include and appropriate waiver of subrogation provision in the insurance policies.

#### 14. COMPLIANCE WITH GOVERNMENTAL ORDERS.

The Managing Agent will take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Apartment Complex, whether imposed by federal, state, county, or municipal authority, subject, however, to the limitation stated in Subsection 10(e) with respect to repairs. Nevertheless, the Managing Agent shall take no such action so long as the Owner is contesting, or has affirmed its intention to contest, any such order or requirement. The Managing Agent will notify the Owner in writing all notices of such orders or other requirements within 72 hours from the time of their receipt.

Managing Agent shall promptly notify Owner in writing of the receipt or service of any demand, notice or legal process upon Managing Agent (although Managing Agent is not authorized to accept service

of process on behalf of Owner), or the occurrence of any casualty loss, injury or damage on or about the Apartment Complex.

Managing Agent shall fully comply and cause its employees to fully comply with all applicable laws in connection with this Agreement and the performances of its obligations hereunder, including all federal, state and local laws, ordinances and regulations relative to the leasing, use, operation, repair and maintenance of the Apartment Complex and the operations of Managing Agent, including without limitation, laws prohibiting discrimination in housing, employment laws (including those related to unfair labor practices), laws regarding tenant security deposits and laws regarding the storage, release and disposal of hazardous materials and toxic substances, including without limitation, asbestos, petroleum and petroleum products.

Managing Agent agrees that it shall not, and shall cause its employees to not, cause any hazardous materials or toxic substances to be stored, released or disposed of on or in the Apartment Complex except as may be incidental to the operation of any apartment project (e.g., cleaning supplies, fertilizers, paint, pool supplies and chemicals) and then only in complete compliance with all applicable laws and regulations and in conformity with good property management. If (i) there is a violation of applicable laws regarding the storage, release and disposal of such hazardous materials, or toxic substances, or (ii) Managing Agent reasonably believes that the storage, release or disposal of any hazardous material, petroleum product, or toxic substances, could cause liability to the Owner, including any releases caused by tenants, third parties or employees, on the Apartment Complex, Managing Agent shall notify Owner immediately.

#### 15. NON-DISCRIMINATION.

In the performance of its obligations under this Agreement, the Managing Agent will comply with the provisions of any federal, state or local law prohibiting discrimination in housing on the grounds of race, color, religion, sex, age, marital or familial status, national origin, or disability. Subject to the requirements under Code Section 42, the Managing Agent agrees that the Apartment Complex shall be offered to all prospective tenants on a non-discriminatory basis without regard to race, color, religion, sex, family status, handicap or national origin in accordance with applicable law.

#### 16. STATUS OF MANAGING AGENT.

In the performance of its duties hereunder, the Managing Agent shall be and act as an independent contractor, with the sole duty to supervise, manage, operate, control and direct performance of the details of its duties incident to the specified duties and obligations hereunder, subject to the rights of the Owner, as described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or otherwise to create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein

a. <u>Standard of Care.</u> Managing Agent shall perform its duties and obligations in a professional, competent, businesslike and efficient manner as would a first class property manager of apartment projects similar to the Apartment Complex and as of apartment projects generating Tax Credits.

#### 17. MANAGING AGENT'S COMPENSATION.

The Managing Agent will be compensated for its services under this Agreement by monthly fees to be paid out of the General Operating Account and treated as Apartment Complex expenses. Such fees will be payable on the first day of each month for the term of this Agreement.

a. In consideration of the performance by Managing Agent of its duties and obligations hereunder, Owner shall pay to Managing Agent a management fee ("Management Fee") of Two Thousand Five Hundred (\$2,500.00) Dollars per month.

#### 18. TERMS OF AGREEMENT.

This Agreement shall commence on the Commencement Date and shall expire on March 28, 2026 unless terminated in accordance with the provisions of this Section.

- a. This Agreement may be terminated by either the Owner and/or Managing Agent as of the end of any calendar month provided that at least 60 days advance written notice thereof is given to the other party.
- b. In the event that a petition in bankruptcy is filed by or against either the Owner or Managing Agent, in the event that either makes an assignment for the benefit of creditors to take advantage of any insolvency act, or the City of Taylor objects to Managing Agent being a party to this Agreement, either party may terminate this Agreement provided that at least 30 days advanced written notice thereof is given to the other party.
- c. Upon termination, the Managing Agent will submit to the Owner any financial statements required and, after the Owner and Managing Agent have accounted to each other with respect to all matters outstanding as of the date of termination, the Owner will furnish the Managing Agent security in form and principal amount satisfactory to the Managing Agent against any obligations or liabilities that the Managing Agent may properly have incurred on behalf of the Owner hereunder. All of the Apartment Complex's cash trust accounts, investments, and records will be turned over to the Owner within 30 days of the date the Management Agreement is terminated.
- d. Termination for Cause: The Owner shall have the right to terminate this Agreement immediately if it determines in its sole discretion that the Managing Agent's performance

of this Agreement or the activities of the Managing Agent or its employees are so unsatisfactory or improper as to constitute a hazard to the occupants of the Apartment Complex, a threat to the continued viability or safety of the buildings, or the Owner.

#### 19. REPRESENTATIONS OF MANAGING AGENT.

The Managing Agent represents, warrants, covenants and agrees that:

- a. It has the authority to enter into and to perform this Agreement, to execute and deliver all documents relating to this Agreement, and to incur the obligations provided for in this Agreement;
- b. When executed, this Agreement, together with all documents executed pursuant hereto, shall constitute the valid and legally binding obligations of the Managing Agent in accordance with its terms;
- c. The Managing Agent has all necessary licenses, consents and permissions to enter into this Agreement, manage the Apartment Complex, and otherwise comply with and perform Managing Agent's obligations and duties hereunder. Managing Agent shall comply with any conditions or requirements set out in any such licenses, consents and permissions, and shall at all times operate and manage the Apartment Complex in accordance with such conditions and requirements; and
- d. The Managing Agent shall comply with any requirements under applicable environmental laws, regulations and orders which affect the Apartment Complex;

#### 20. REPRESENTATIONS OF OWNER.

The Owner represents and warrants that:

- a. The Owner has the authority to enter into and to perform this Agreement, to execute and deliver all documents relating to this Agreement, and to incur the obligations provided for in this Agreement; and
- b. When executed, this Agreement, together with all documents executed pursuant hereto, shall constitute the valid and legally binding obligations of the Owner in accordance with its terms.

#### 21. <u>INDEMNIFICATION</u>.

Notwithstanding any provision of this Agreement for any obligation of Managing Agent hereunder, it is understood and agreed:

a. That the Owner has assumed and will maintain its responsibility and obligation through the term of this agreement for the finances and the financial stability of the Apartment Complex, and

- b. That the Managing Agent shall have no obligation, responsibility or liability to fund authorized Apartment Complex costs, expenses, or accounts other than those funds generated by the Apartment Complex itself or provided to the property or provided to the Apartment Complex or to the Managing Agent by the Owner.
  - In accordance with the foregoing, the Owner agrees that the Managing Agent shall have the right at all times to secure payment of its compensation, as provided for under Section 24 of this Agreement, from the General Operating Account, immediately when such compensation is due and without regard to other Property obligations or expenses, provided the Managing Agent has satisfactorily discharged all duties and responsibilities under this Agreement. Moreover, the Owner hereby indemnifies the Managing Agent and agrees to hold it harmless with respect to Apartment Complex costs, expenses, accounts, liabilities, and obligations during the term of the Agreement, and further agrees to guarantee to the managing agent the payment of its compensation under Section 24 of this Agreement during the term of this Agreement to the extent that the Apartment Complex's Operating and Maintenance Account is insufficiently funded for this purpose. Failure of the Owner at any time to abide by and to fulfill the foregoing shall be breach of this Agreement entitling the Managing Agent to obtain from the Owner, upon demand, full payment of all compensation owed to the Managing Agent through the date of such a breach.
- c. <u>Indemnification of Owner.</u> The Managing Agent shall indemnify, protect, defend (with legal counsel approved by Owner) and hold harmless Owner and Owner's partners, together with their respective officers, directors, agents, employees and affiliates (collectively "Indemnitees") from and against any and all claims, demands, actions, liabilities, losses, costs, expenses, damages, penalties, interest, fines, injuries and obligations, including reasonable attorneys' fees, court costs and litigate on expenses ("Claims") incurred by any indemnitee as a result of (a) any act by Managing Agent (or any officer, agent, employee or contractor of Managing Agent) outside of the scope of Managing Agent's authority hereunder, (b) any act or failure to act by Managing Agent (or any officer, agent, employee or contractor of Managing Agent) constituting gross negligence, misconduct, fraud or breach of this Agreement, other than as covered by Owner's insurance (for gross negligence or misconduct only) and to the extent Owner's insurance is available, or (c) damages which occur due to any intentional act by Managing Agent, its employees, officers, agents or contractors in violation of any applicable law. If at any time during the course of such defense Managing Agent determines, in its reasonable judgment, that such Claim results from an event, action or no action for which the Owner is not entitled to indemnification hereunder. Managing Agent shall automatically be entitled to immediate reimbursement for all losses, costs and expenses incurred on behalf of itself and of Managing Agent incurred to the date of such determination.
- d. <u>Indemnification of Managing Agent by Owner.</u> Owner shall indemnify, protect, defend and hold harmless Managing Agent from and against any and all Claims incurred by

Managing Agent resulting from performances of its obligations under this Agreement, except that this indemnification shall not apply with respect to any Claims (a) resulting from any act by Managing Agent outside of the scope of Managing Agent's authority hereunder, (b) resulting from any act or failure to act constituting gross negligence, misconduct, fraud or breach of this Agreement, (c) any act which causes damages by Managing Agent, its employees, agents or contractors in violation of any applicable law. Owner shall control, without recourse, all aspects of Managing Agent's defense against any Claims in matters in which Managing Agent is entitled to indemnification under this Paragraph 28. If at any time during the course of such defense Owner determines, in its reasonable judgment, that such Claim results from an event, action for which Managing Agent is not entitled to indemnification hereunder, Owner shall automatically be entitled to immediate reimbursement for all losses, costs and expenses incurred on behalf of itself and of Managing Agent incurred to the date of such determination.

e. Survival. The provisions of this Paragraph shall survive the termination of this Agreement.

#### 22. ASSIGNMENT, AMENDMENT AND OTHER CHANGES TO AGREEMENT.

Managing Agent shall not directly or indirectly (except with the consent of the Owner or governmental entity, if required) sell, assign or otherwise transfer by operation of law or otherwise all or any part of the legal or beneficial interests in the Managing Agent or all or any part of its rights or obligations under this Agreement. If Owner assigns this agreement to a successor owner of the Apartment Complex, the Agreement shall constitute a novation, releasing Owner of all rights and obligations hereunder.

#### 22. NOTICES.

All notices, demands, requests or other communications ("Notices") to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by depositing same with Federal Express or Airborne for next business day delivery or by depositing same in the united States mail, postage prepaid, registered or certified mail, return receipt requested, or by sending by facsimile transmission, addressed as follows:

If to Managing Agent:

Chairperson

**Taylor Housing Commission** 

15270 Plaza South Drive, Taylor, MI 48180

If to Owner:

Chairperson

Allen Park Housing Commission

17000 Champaign Rd., Allen Park, MI 48101

All Notices shall be effective upon such personal delivery, upon being deposited with overnight mail carriers or the United States mail or upon facsimile transmission as required above. However, with respect to Notices so deposited with overnight mail carriers or the United States mail, the time period in which a response to any such notice, demand or request must be given shall commence to run from the next business day following any such deposit with Federal Express or Airborne, in the case of a deposit in the United States mail as provided above, the date on the return receipt of the Notice reflecting the date of deliver or rejection of the same by the addressee thereof. By giving to the other parties hereto at least 15 days written notice in accordance with the provisions hereof, a party may change its address for notice purposes.

#### 24. <u>SECTION 3 REQUIREMENTS.</u>

- a. The Owner is required to comply with Section 3 of the U.S. Housing Act of 1937, as amended.
- b. Inspections and determination of reasonable rent shall be conducted by a HUD-approved public or private independent entity.

#### 25. INTERPRETATIVE PROVISIONS.

- a. At all times, this Agreement will inure to the benefit of and constitute a binding obligation upon the Owner and Managing Agent and their respective successors and assigns.
- b. This Agreement constitutes the entire Agreement between the Owner and the Managing Agent with respect to the management and operation of the Apartment Complex, and no change will be valid unless made by supplemental written Agreement.
- c. This Agreement has been executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.
- d. If any provision of this Agreement or the application thereof is held to be invalid or unenforceable, such defect shall not affect other provisions or applications of this Agreement that can be given effect without the invalid or unenforceable provisions or applications, and to this end, the provisions and applications of this Agreement shall be severable.

IN WITNESS THEREOF, the Owner and Managing Agent (by their duly authorized officers) have executed this Agreement on the date first above written.

OWN <b>A</b> LLI	ER: EN PARK HOUSING COMMISSION
By:	
Its:	
	Dated:
	AGING AGENT: LOR HOUSING COMMISSION
Ву:	
Its:	Dated:

Attachment F

### ALLEN PARK HOUSING COMMISSION EMPLOYMENT CONTRACT FOR JOHN CARTER, INTERIM DIRECTOR

This Employment Contract (the "Contract") is entered into by and between, the Allen Park Housing Commission, 17000 Champaign Road Allen Park, MI 48101 ("Commission"), and John Carter, 7634 Hipp, Taylor, MI 48180 ("Interim Director"), also referred together herein as the "Parties", and effective as of March 28, 2025 (the "Effective Date").

#### RECITALS

- A. The Commission recognizes that John Carter has the training, experience, and skills to provide Interim Executive Director Services to the Allen Park Housing Commission which are of particular benefit to the Commission.
- B. The Parties have decided to execute this document to establish and define their agreement and memorialize the terms and conditions of the offer of engagement.
- C. John Carter is willing to accept the terms and conditions stated in this Employment Contract.

#### AGREEMENT

Based on the foregoing Recitals, which the Commission and John Carter accept as true and as part of the basis for this Contract, and in exchange for the representations and promises in this Contract, the Commission and John Carter agree as follows:

#### 1. Services.

- (a) John Carter is hereby designated as Interim Executive Director (hereinafter may be referred to as "Interim Director") of the Housing Commission to perform the duties described in the attached Exhibit 1 and the Bylaws of the Allen Park Housing Commission.
  - (b) John Carter's relationship to the Commission shall be that of a part time employee.

#### 2. Hours of Work.

The Interim Director shall maintain at least 3 office hours per week, in addition to attending the Monthly Commission Meeting. Hours of employment shall be approximately 30 to 40 hours per month and as necessary to complete the duties described in Exhibit 1 and the Bylaws of the Commission.

#### 3. <u>Compensation</u>.

John Carter shall be paid Two Thousand Two Hundred (\$2,200.00) Dollars per month ("Monthly Payment") during the Term of this contract. The Monthly Payment shall commence May 1, 2025. The initial Monthly Payment shall include compensation to the Interim Director as of the Effective

Date. The Compensation shall be payable on a weekly basis with payments calculated based on a 52-week year. John Carter shall not be entitled to fringe benefits.

#### 4. Term of Contract.

This Contract shall remain in full force and effect for one year from the Effective Date, from March 28, 2025 to March 28, 2026, (the "Term"), unless terminated by either Party providing no less than sixty (60) days' advance written notice to the other Party or thirty (30) days in the event Interim Director is asked to resign by the Taylor Housing Commission or elected Taylor officials.

#### 5. Contractual Agreement and Amendment of Contract.

- (a) There are no other contracts or agreements, written or oral, between the Parties and no other contracts or agreements, written or oral, modifying the terms of this Contract unless specifically referred to herein.
- (b) This Contract cannot be modified orally by any employee or officer of the Commission. This Contract can only be modified in writing. Except as provided herein, any written modification shall be mutually agreed upon by the Interim Director and the Commission Chair or the Chair's designee, and shall only be effective upon ratification by the Allen Park Housing Commission through its regular meeting and resolution procedures.

#### 6. Compliance with Local Laws and Policies.

The Interim Director shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments and all policies established by the Commission and Regulatory Agencies including the Department of Housing and Urban Development.

#### 7. Governing Law.

This Contract is made under and shall be construed in accordance with the laws of the State of Michigan.

#### 8. Severability.

If any provision of this Contract is ruled to be illegal or unenforceable, the rest of this Contract will remain enforceable.

#### Waivers.

The waiver by either party of a breach by the other party of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. Any waiver of an obligation under this Contract will only be valid if it is in writing and signed by an authorized representative of the waiving party.

#### 10. Notices.

Any notice required to be given or made to a party by the Contract must be in writing and delivered in person or sent by certified, United States first class mail, return receipt requested, to the address of each party. Addresses for giving notice may be changed by giving notice of the new address.

#### 11. Multiple Copies.

This Contract is made in multiple copies, each of which shall constitute an original.

#### 12. Headings.

The headings contained in this Contract are for reference purpose only and have no effect on the meaning or interpretation of any provision of this agreement.

#### 13. Effective Date.

The effective date for this Agreement is March 28, 2025.

IN WITNESS WHEREOF, the Commission, acting by and through its Chair Mary Wallace, and John Carter have executed this Agreement as of May \_\_\_\_, 2025

WITNESS	Allen Park Housing Commission
	By: MARY WALLACE Its: Chairperson
	—— Interim Director
	IOHN CARTER

#### EXHIBIT 1

#### ALLEN PARK HOUSING COMMISSION

#### **Job Description**

POSITION TITLE: Interim Executive Director

REPORTS TO: APHC — Board Chair and Board of Commissioners

#### GENERAL PURPOSE:

Responsible for the management and administration of Allen Park Public Housing services. Work involves advising the Commission on Policies for the general management and operations of affordable housing programs and general supervision over the functions of occupancy, leasing, tenant services, maintenance, development and program planning and development. The Interim Executive Director will carry out policy decisions and goals under the general direction of the Allen Park Housing Commission.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Make a report of the state of the business of The Commission at each annual meeting reporting matters of attention.
- Oversee the keeping of regular books of accounts, receipts and expenditures and shall render to The Commission, at each regular meeting (or when requested). The Interim Director shall report all of his transactions and also the financial condition of The Commission.
- Have control of the over-all business and affairs and is authorized to execute documents or take actions on behalf of The Commission, unless otherwise directed by The Commission.
- Sign, execute and deliver in the name of The Commission all contracts or other instruments as may be authorized by resolution of The Commission.
- Oversee internal controls and financial reports sufficient to monitor the financial activity
  and stability of The Commission in accordance with all financial policies and standards
  as defined by the United States Department of Housing and Urban Development (HUD),
  and the American Institute of CPA to provide reasonable assurance on the reliability of
  financial reporting, effectiveness and efficiency of the operation, and compliance with
  applicable law and regulations.
- Oversee the care and custody of all funds of The Commission and verify deposits of same in the name of The Commission in such bank or banks as The Commission may select. He/she shall sign all orders and checks for the payment of money and shall verify all pay out and disbursements of such moneys under the direction of The Commission. Except as otherwise authorized by resolution of The Commission, all such orders and checks shall be in accordance with the then existing check writing policy.
- Sign all contracts, deeds and other legal documents made by The Commission, subject to The Commission's approval.

- The Interim Director or designee shall act as secretary of the meetings of The Commission and record discussions, proceedings, votes and resolutions and keep a record of the proceedings of The Commission in a minute book and resolution book to be kept for that purpose.
- Be custodian of the corporate records.
- Keep registers of each Commissioner's post office address, e-mail address and phone contact information.
- Oversee the Preparing and distribution of Commission Meeting documents (meeting packet) to Commission Members as required by The Commission.
- Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by The Commission.
- Share critical information with The Commission.
- Plan, direct, coordinate and monitor the Housing Commission staff duties, establish priorities, assure the smooth day to day operation of the staff.
- Coordinate functions with the Housing Commission consultants.
- Administer the Programs and Polices in accordance with HUD rules and regulations and Housing Commission established policies.
- Responsible for compliance with federal and state regulations including fair housing policies as directed by the Fair Housing Act.
- Establish community needs assessment and develop long range plans for program development.
- Provide suggestions to the Housing Commission to achieve maximum performance; identify housing issues; articulate issues and prepare agenda for the Housing Commission to address the issues. Develop and recommend program policies and procedures.
- Prepare and submit annual operating budget for Public Housing, Capital Fund and related programs to Housing Commission and HUD for final approval.
- Plan and implement contracts for rehabilitation, insurance, building operation and maintenance.
- Prepare and submit Annual Plans, 5-Yr plans, MASS, PHAS, Annual P&E Capital Fund Reports and other HUD reports as required on a timely basis.
- Work towards obtaining High Performer status with HUD.
- Represent APHC at NAHRO, PHADA and MHDA and other professional organizations.
- Implement the Directives of the Allen Park Housing Commission.
- Oversee the rental of units including:
  - a. Initial screening of prospective residents.
  - b. Tenant visits.
  - c. Follow the resident selection policy established by the Owner and will show the premises to prospective tenants.

- d. Prepare and verify eligibility certifications and re-certifications in accordance with the guidelines established by the Owner.
- e. Carry out all leasing and placement activities necessary to offer housing opportunities to all applicants in accordance with HUD guidelines.
- f. Use its best efforts consistent with the standard of care set forth herein to lease apartment units, retain residents and maximize Gross Operating Revenues.
- g. Use leases in the form of lease approved by Owner.
- h. Administer any waiting list consistent with the applicable HUD guidelines.
- i. Collect, deposit, and disburse security deposits in accordance with the terms of each resident's lease. The amount of each security deposit will be as specified by the Owner. The collection and disbursement of security deposits will also be governed by applicable state and local laws. All resident security deposits will be placed in a bank account separate from all accounts and funds of the Managing Agent and/or the Owner. Said account will be established at a bank or other financial institution whose deposits are insured by an agency of the United States Government. The balance of the account must at all times be equal to the total amount collected from the families then in occupancy, plus any applicable accrued interest. The Managing Agent must comply with any applicable state and local laws concerning interest payments on security deposits.
- j. Collect when due all rents, charges, and other amounts receivable on the Owner's account in connection with the management and operation of the Apartment Complex. Such receipts (except for residents' security deposits, which will be handled as specified in Subsection 7 above) will be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government.
- k. Collect when due all rents, charges, and other amounts receivable on the Owner's account in connection with the management and operation of the Apartment Complex. Such receipts (except for residents' security deposits, which will be handled as specified in Subsection 7 above) will be deposited in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an Agency of the United States Government.

- 1. Use its best efforts to ensure full compliance by each resident with the terms of the lease. Voluntary compliance will be emphasized. The Managing Agent will assist with counsel to residents and make referrals to community agencies in cases of financial hardship under other circumstances deemed appropriate by the Managing Agent. Involuntary termination of tenancies should be avoided if possible. The Managing Agent may lawfully terminate any tenancy when, in the Managing Agent's judgment, sufficient cause including, but not limited to, non-payment of rent, for such termination occurs under the terms of resident's lease. For this purpose, the Managing Agent is authorized to consult with legal counsel to bring actions for eviction and to execute notices to vacate and judicial pleadings incident to such actions; provided, however, the Managing Agent keeps the Owner informed of such actions and follows such instructions as the Owner may prescribe for the conduct of any such action. Attorneys' fees and other necessary costs incurred in connection with such actions will be paid out of the General Operating Account as Apartment Complex expenses
- Regular oversight of Allen Park Housing Commission maintenance and staff to maintain the Apartment Complex in good repair and local codes and in condition at all times acceptable to the Owner. This will include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by the Owner in addition to those contained herein. The Owner will take note of the existing condition of the units and property and subject to availability of funds, give established goals for bringing all units up to appropriate quality standards. Expenses associated with maintenance and repair will be paid out of the general operating account and will be treated as project expense.

Incident thereto, the following provisions will apply:

- a. Use best efforts to complete preventative maintenance activities in the most cost-effective and efficient manner possible.
- b. Systematically receive and investigate all service requests from residents, take such action thereon as may be justified, and will keep records of the same. Emergency requests will be received and serviced on a 24-hour basis. Serious complaints will be reported to the Owner after investigation.
- c. Budget and plan for the purchase of materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair.

- d. Notwithstanding any of the foregoing provisions, the prior approval of the Owner will be required for any expenditure which exceeds \$5,000 in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Apartment Complex. This limitation is not applicable for recurring expenses with the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or that are required to avoid suspension of any necessary service to the Apartment Complex. In the latter event the Interim Director will notify Owner of the facts as promptly as possible.
- From the funds collected and deposited in the General Operating Account, oversee the following disbursements are promptly paid when payable:
  - a. Compensation payable to employees and for the taxes and assessments payable to local, state and federal governments in connection with the employment of such personnel.
  - b. Compensation payable to the Interim Executive Director.
  - c. All sums otherwise due and payable by the Owner as expenses of the Apartment Complex authorized to be incurred by the Managing Agent under the terms of the Management Agreement, including compensation payable to the Managing Agent for its services
- Establish and maintain a comprehensive system of records, books, and accounts in a manner satisfactory to the Owner. All records, books, and accounts will be subject to examination at reasonable hours by any authorized Housing Commissioner. This includes all necessary books and records relating to the leasing, management and operation of the Apartment Complex, including all books and records relating to the reporting requirements under HUD requirements, and to prepare and render to Owner monthly itemized accounts of receipts and disbursements incurred in connection with its leasing operation and management by the twentieth (20th) day of the following month.

#### KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to function independently yet in accordance with the directives of the Housing Commission.
- Ability to concentrate and pay close attention to detail, performing with high accuracy even with constant interruptions.
- Ability to use sound judgment and act in the best interest of the Allen Park Housing Commission.
- Ability to work with officials from State, County and City government on issues related to affordable housing.

- Ability to retain and apply working knowledge of federal, state, and local housing laws and regulations.
- Ability to work with Fee Accountant, Management Consultant, Architect and other professional firms in meeting the HUD requirements.
- Interpret and understand Public Housing needs and problems.



## RENEWAL SUMMARY w/ OPTIONS

A ACRISURE

# Customer Name: Taylor Housing Commission Contract/Group #: B07042426 0000 Renewal Date: 7/1/2025

	_										_				1																	20%	Cost	\$202.86	\$608.59		
	Option #2	20%	1000/2000	10/40/80/15%*/25%*	10/40/80	20/40/30/60/150	6600/13200	Simply Blue PPO Platinum	simply <b>blue</b> <sup>SM</sup>	Carrier	101013	\$2,434.34 \$2,434.34 \$3.047.93	000000000	\$155,798 \$52,626 \$1.01%							*15% but no more than \$150 *25% but no more than \$300	Renewal	Cost	\$1,014.31	\$2,434.34 \$3,042.93	\$155,798	\$26,851	20.82%				Hard	Cap	\$415.85	\$1,247.55		
																																50%	Cost	\$208.30	\$624.90		
	1# HBINGO	20%	3000/6000	10/50/100	20/140/290	30/40/30/60/250	9100/18200	Community Blue PPO Platinum Option 1	Blue Shleid Blue Shleid of Montpari	Carrier	\$1,041.50	\$2,499.60		\$159,974 \$56,803 55.06%								Renewal	Cost	\$1,041.50	\$2,439,50	\$159,974	\$31,027	24.06%				Hard	Cap	\$443.04	\$1,329.12		
Reimbursed Plan	0/0	%0	N/A	20/60/100/20%/25%	50/170/290	20/20/20/30)/20/50	6350/12/00	44North HRA	A ACRISURE	Renewal Rates	4765 17	\$1,836.41		\$117,530 \$14,358 13.92%	Renewal Rates	\$113.86	\$115.00	\$292.35	\$15,771	-38.81%		Renewal	Cost	\$879.03	\$2,587.86	\$133,301	54,354	3,38%						\$269.38 \$1/5.81 \$646.51 \$412.55		< Please read prior to making any decision >	
Current Plan	5000/10000	30%	N/A	20/60/100/20%/25%*	50/170/290	30/50/30/30/150	8330/1Z/00	Simply Blue HRA PPO Platinum 5000	simply <b>blue</b> <sup>SM</sup>	Current Rates	\$671.69	\$1,612.06		\$103,172	Current Rates	\$186.08	\$369.88	\$477.80	\$25,776			Current Illustrative	Cost	\$857.77	\$2,492.87	\$128,947			\$128,947	\$133,301	3.38%		i	Single	Family	< Please read	
Group Health Options:	Deductible	Coinsurance %	Coinsurance Max	Prescription	90 Day Supply	OV/SP/CH/UC/ER	Notes:	Plan Design:		#	Single		11 00	Total Annual Cost: Cost Change from Current: % Difference from Current:	#	ding in		Family 1	Total Annual Cost:	% Difference from Current:		tes Include Fully Insured Premium	& HRA Illustrative Rates. #	Single 5	Family 1	8 Annual Total Cost:	Cost Change from Current:	% Difference from Current:	COMBINED CURRENT COST	COMBINED RENEWAL COST	% CHANGE	2025 PA152 Calculations	Annual Hard Cap:	Single 5/,/18.26 Two Person \$16,141.28	Family \$21,049.85	DISCLAIMERS	The state of the s

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COMBINED

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All conferences the right to adjust races if any of the samptions or calculations used in the quoting process are incorrect.

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ndent agent for Blue Gross Blue Shield of Michigan and Blue Care Network of Michigan

Attachment H

#### 2025 SEMAP Scores

				ZUZU JLIMI JUUI
Indica	itor	Score		Potential Score
	1		15	15
	2		20	20
	3		20	20
	4		5	5
	5		5	5
	6		10	10
	7		5	5
	8		5	5
nine	9		10	10
	10		5	5
	11		5	5
	12		10	10
	13		20	20
		1	35	135

High Performer = 90>

Standard = 61 to 89

Troubled = 60<