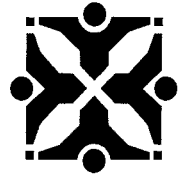


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 166-15

Department Source: Community Development - CDBG/Home

To: City Council

From: City Manager & Staff

Council Meeting Date: 10/19/2015

Re: Approving a Resolution authorizing a FY2015 HOME funding agreement with Stuart Parker Housing Development Group, LP for the renovation of housing units located at 207, 209, and 211 Hicks Drive and amending the FY 2014 HOME funding agreement for 214A, 214B, 216A and 216B Unity Drive.

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits

Supporting documentation includes:

Executive Summary

Council approval of this resolution will authorize the City Manager to execute an FY 2015 HOME funding agreement with the Stuart Parker Housing Development Group, LP for the renovation of housing units located at 207, 209 and 211 Hicks Drive. The funding agreement provides \$101,750 for the renovation of housing units located in the Columbia Housing Authority's Stuart Parker housing development. Approval of this resolution will also amend the FY 2014 HOME funding agreement to match the updated construction schedule, ownership and match requirements. The FY 2014 HOME funding agreement includes \$150,000 in funds for renovations. The total amount of HOME funds allocated for the Stuart Parker renovations project is \$251,750.

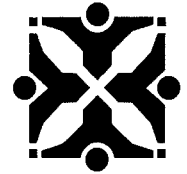
Discussion

The City Council adopted Community Development Commission recommendations in the FY2015 budget, which included \$101,750 in HOME funds for Stuart Parker renovations. The HOME funding fills an important gap in development financing necessary to complete the project. The project is funded primarily with tax credits awarded through the Missouri Housing Development Commission (MHDC). A list of project funding sources is as seen below:

Permanent Bond - Long Term Series A.....	4,300,000
Federal LIHTC Equity.....	8,291,432
State LIHTC Equity.....	3,443,760
Federal Home Loan Bank.....	500,000
CHA Capital Funds & Operating Res.....	1,382,789
City of Columbia HOME Funds.....	251,750
City of Columbia Utility Grant.....	70,000
Seller Financing.....	8,104,000
Deferred Developer Fee (16.62%).....	265,888
TOTAL Sources.....	\$ 26,609,619

City of Columbia

701 East Broadway, Columbia, Missouri 65201



The amendment to the FY 2014 agreement will ensure the agreement will match the updated construction schedule, ownership and match requirements. Tax credit funding was released to the Columbia Housing Authority much later than anticipated when the FY 2014 HOME funding agreement for \$150,000 was executed. The Columbia Housing Authority now has all of the necessary financing in place to begin the project and the City is currently not at risk of missing a HOME expenditure deadline. City staff expects construction to begin by January 2016.

The Columbia Housing Authority has also transferred ownership of the Stuart Parker development to its subsidiary organization, Stuart Parker Housing Development Group, LP. This is a common practice in large projects funded through MHDC and allows for the proper structure in order to move forward with the project.

The Department of Housing and Urban Development requires the City to match no less than 25% of total HOME funds drawn for project costs; however, match generated in a fiscal year can be carried forward to meet future year obligations. Contributions derived from Federal sources, value attributable to Federal tax credits, Federal tax exemption on financing (such as bonds issued by the state), owner equity or investment in a project are not considered acceptable forms of match. The Stuart Parker project does not contain qualifying match sources; however, the City currently has over \$1.7 million in excess match that it can carry forward to meet match requirements. The FY 2014 HOME funding agreement amendment removes HOME match requirements for this project.

City staff recommends approving the resolution to allow the Columbia Housing Authority to move forward with this project.

Fiscal Impact

Short-Term Impact: None.

Long-Term Impact: None.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Economic Development, Health, Social Services and Affordable Housing

Strategic Plan Impact: Economic Development, Financial Health, Health, Safety and Wellbeing, Infrastructure, Workforce

Comprehensive Plan Impact: Infrastructure, Mobility, Connectivity, and Accessibility, Economic Development, Livable & Sustainable Communities

Suggested Council Action

Approve the attached resolution authorizing the FY 2015 HOME funding agreement and amending the FY HOME funding agreement for the renovation of housing units in the Stuart Parker development.


City of Columbia

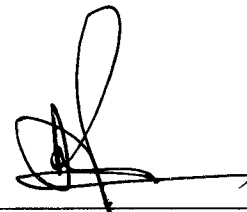
701 East Broadway, Columbia, Missouri 65201



Legislative History

January 5, 2015: FY 2014 HOME funding agreement authorized for Stuart Parker renovations.


Department Approved


City Manager Approved

Introduced by _____ Council Bill No. R 166-15

A RESOLUTION

authorizing an agreement with the Stuart Parker Housing Development Group, LP, formerly the Housing Authority of the City of Columbia, for FY 2015 HOME funds for the renovation of housing units located at 207, 209 and 211 Hicks Drive; authorizing an amendment to a HOME agreement with the Housing Authority of the City of Columbia for the renovation of housing units located at 214A, 214B, 216A and 216B Unity Drive.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with the Stuart Parker Housing Development Group, LP, formerly the Housing Authority of the City of Columbia, for FY 2015 HOME funds for the renovation of housing units located at 207, 209 and 211 Hicks Drive. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this resolution are hereby approved and ratified.

SECTION 2. The City Manager is hereby authorized to execute an amendment to a HOME agreement with the Housing Authority of the City of Columbia for the renovation of housing units located at 214A, 214B, 216A and 216B Unity Drive. The form and content of the agreement shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof. Any actions taken by or on behalf of the City in connection with such agreement prior to the date of this resolution are hereby approved and ratified.

ADOPTED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

EXHIBIT A
AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of October, 2015, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Stuart Parker Housing Development Group, LP, formerly the Housing Authority of the City of Columbia a municipal corporation of the State of Missouri (hereinafter "Agency").

WITNESSETH:

WHEREAS, the City receives HOME Investment Partnership Program Funds from the U.S. Department of Housing and Urban Development for the purpose of providing affordable housing for low-income citizens;

WHEREAS, Agency is in need of funds to rehabilitate housing units located at 207, 209, 211 Hicks Drive Columbia, Missouri to maintain affordable housing for low income populations;

WHEREAS, the Agency owns a property that should be rehabilitated to provide decent housing in housing units legally described as:

Public Housing Site MO007-002 A

Oak Street and Hicks Drive (16 units) Columbia, Missouri

Part of Lots 1 and 8, and all of Lots 2, 3, 4 and 5, of Alex Bradford Jr.'s Subdivision of Lot 30 of Garth's Subdivision of Garth's Addition in the City of Columbia described as:

Beginning at the Southeast corner of Lot 1 of said Alex Bradford Jr.'s Subdivision; thence N 82° 35' W, 126.5 feet; thence N 0° 40' W, 72.4 feet; thence N 81° 55' W, 60.0 feet; thence N 0° 48' W, 72.8 feet; thence N 81° 38' E, 100 feet; thence N 0° 51' W 73.4 feet; thence S 81° 11' E, 100 feet; thence N 0° 49' W, 145.6 feet; thence S 80° 09' E, 192.5 feet; thence S 0° 00' E, 355.0 feet to the point of beginning.

Bearings are computed from the west line of Oak Street as being North-South.

NOW, THEREFORE, the City and Agency agree as follows:

1. Statement of Work:

- a. The City agrees to provide the Agency ONE HUNDRED ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$101,750) to provide improvements to the building and property located on Oak and Hicks Drive; in accordance with items included in the FY2015 application for HOME funding provided by the Agency. HOME funded units under this agreement shall be 207, 209 and 211 Hicks Drive. Maximum HOME funding per unit shall be \$37,500. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not comply with 24 CFR 92.206 or for uses prohibited by 24 CFR 92.214. Failure for activities to comply shall require repayment of funds to the City of Columbia.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall rehabilitate 3 units over the period of this agreement, in accordance with the following:

- a. The Agency agrees to begin utilization of HOME funds prior to December 31, 2015.
- b. The Agency agrees to have 50% of HOME funds expended by September 30, 2016.
- c. The Agency agrees that all work shall be completed and funds expended prior to June 30, 2017.

- d. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.
- e. The Agency's obligation shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over HOME funds, including program income.

3. Payments:

- a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency an amount of funding for the costs of construction and design and inspection services, including all improvements to the building at 207, 209 and 211 Hicks Drive consistent with the agency's FY 2015 HOME application. Final payment shall not be made until compliance with the above requirements is met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; documentation of Davis-Bacon prevailing wage compliance, lien waivers from contractors, material suppliers, subcontractors; and copies of all contracts executed by the Agency that include applicable requirements and regulations contained in this agreement.
- b. The Agency shall not obligate funds for payment for construction activities under this agreement until the City has completed an environmental review of the site on which construction will occur and a release of funds has been obtained by the City from the Department of Housing and Urban Development.

4. Matching Funds: The Agency agrees to document all matching resources identified during the development of this project, which can include cash, in-kind services, or other sources of funding. The City agrees to include any sources and amounts of matching contributions for this project from the date of this agreement. Any additional or future costs to the project incurred due to the Agency's actions shall be the Agency's sole responsibility.

5. City Recognition: The Agency shall ensure recognition of the role of the City HOME funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.

6. Records and Reports:

- a. The Agency shall provide all information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development, including, but not limited to, information specifically mentioned in this Agreement as required by the City and the Department of Housing and Urban Development.
- b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the HOME Investment Partnerships Program.
- c. Upon completion of the project, the Agency shall provide information, in a format prescribed by the Department of Housing and Urban Development, concerning the following: demographics of each occupant; the race, ethnicity, and household status of each occupant. Information proving the income of each person residing at the house shall be provided to the City on an annual basis and shall be made available by the Agency to the city upon request.
- d. In addition to income information, the Agency shall retain all records pertinent to expenditures

incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later.

7. Other Provisions.

- a. The Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. The Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Uniform Federal Accessibility Standards, and applicable building codes for the City of Columbia.
- b. The Agency agrees to comply with the following laws governing fair housing and equal opportunity: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.
- c. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- d. In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.
- e. The Agency agrees to comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)
- f. The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.
- g. The Agency agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.
- h. The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.
- i. The Agency shall comply with labor standards provisions of HUD regulations 24 CFR Part 570.603.
- j. The Agency agrees to comply with Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards; Davis Bacon Act with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.
- k. The agency shall use the HUD Part 5 definition of income for determining occupant eligibility. Prior to signing a lease, income must be verified for all new tenants using source documentation accordance with 24 CFR 92.203(a)(1)(i). Occupant households must be at 60% or below the HUD defined area median income level. Source documentation must be reviewed at the time of

signing a lease and at least every 6 years thereafter.

- l. The affordability period shall be based on the date of project completion defined by 24 CFR 92.2. In accordance with 24 CFR 92.252(e), HOME funded units under this agreement (214A, 214B, 216A, 216B Unity Drive) shall maintain an affordability period consistent with HUD guidelines for 10 years from date of completion.
 - m. Rent rates shall be approved by the City of Columbia and in accordance with annual limits provided by HUD. The Agency must obtain City approval before implementing HOME unit rent increases.
 - n. This project falls must meet requirements of the Uniform Relocation Act (URA).
 - o. The Agency shall maintain a Section 3 and MBE/WBE plan to ensure adequate marketing and solicitation of Section 3 and MBE/WBE contractors.
 - p. The Agency shall establish a written tenant selection plan consistent with the requirements of 24 CFR 92.253(d).
 - q. The Agency shall establish an affirmative marketing plan that meets requirements set forth in 24 CFR 92.351(a)(2).
 - r. The Agency shall utilize 1 year leases with occupants unless mutually agreed to by the occupant and Agency. The Agency shall not include prohibited lease provisions identified under 24 CFR 92.253.
 - s. The Agency shall maintain compliance with conflict of interest provisions stated in 92.356. The provision shall cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency; or elected officials or employees of the City of Columbia, unless otherwise granted a written exception by the City.
 - t. The Agency shall be subject to annual monitoring to review HOME funded units for compliance under 24 CFR 92.504(d)(1). The City reserves the right to conduct file reviews on a more frequent basis based on compliance deficiencies identified in previous monitoring reports.
8. Compliance: Upon finding that the Agency materially fails to comply with any term of this Agreement, any HOME funds on hand at the time of such funding shall be transferred to the City of Columbia and future HOME assistance may be denied.
9. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
10. Notice to Transferees: If the Agency sells, transfers, exchanges or encumbers the property at any time after the initial date of HOME expenditures on the property described in the Agreement, the Agency or the Successor shall notify in writing and obtain the agreement of any buyer or its successor or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. The Agency agrees that the City may void any sale, transfer, exchange or encumbrance of the Property if the buyer or successor or other person fails to assume in writing the requirements of this Agreement, unless Agency, or the party acquiring any interest in said property, repays the entire loan in full prior to closing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

BY: _____

Mike Matthes, City Manager

APPROVED AS TO FORM:

Stuart Parker Housing Development Group, LP

Nancy Thompson, City Counselor

BY: _____

Stuart Parker Housing Development GP, LLC
Phil Steinhaus, Executive Director

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-0000-116.66.00, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattell, Director of Finance

EXHIBIT B
AMENDMENT TO COLUMBIA HOUSING AUTHORITY AGREEMENT

WHEREAS, the Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri (hereinafter "Agency"), and the City of Columbia, Missouri, a municipal corporation (hereinafter "City") entered into an agreement for the rehabilitation of housing units located at 214 and 216 Unity Drive on or about January 5, 2015 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, City and Agency agree as follows:

Section 2 of the Agreement is amended to read as follows:

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall rehabilitate 4 units over the period of this Agreement, in accordance with the following:
 - a. The Agency agrees to begin utilization of HOME funds prior to December 31, 2015.
 - b. The Agency agrees to have 50% of HOME funds expended by September 30, 2016.
 - c. The Agency agrees that all work shall be completed and funds expended prior to June 30, 2017.
 - d. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.
 - e. The Agency's obligation shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over HOME funds, including program income.

Section 4 of the Agreement is amended to read as follows:

4. Matching Funds: The Agency agrees to document all matching resources identified during the development of this project, which can include cash, in-kind services, or other sources of funding. The City agrees to include any sources and amounts of matching contributions for this project from the date of this Agreement. Any additional or future costs to the project incurred due to the Agency's actions shall be the Agency's sole responsibility.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Sheela Amin, City Clerk

By: _____
Nancy Thompson, City Counselor

**HOUSING AUTHORITY OF THE CITY OF
COLUMBIA**

By: _____
Phil Steinhaus

Date: _____

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-0000-116.66.00, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.

By: _____
John Blattel, Director of Finance

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of January, 2015, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri (hereinafter "Agency").

WITNESSETH:

WHEREAS, the City receives HOME Investment Partnership Program Funds from the U.S. Department of Housing and Urban Development for the purpose of providing affordable housing for low-income citizens;

WHEREAS, Agency is in need of funds to rehabilitate housing units located at 214 and 216 Unity Drive; to maintain affordable housing for low income populations;

WHEREAS, the Agency owns a property that should be rehabilitated to provide decent housing in housing units legally described as;

A tract of land in Lots 23, 26 and 27 Garth's Subdivision of Lots 49 to 72, inclusive, Garth's Addition according to the Plat thereof recorded in Plat Book 1 and Page 2 of the Boone County Records.

NOW, THEREFORE, the City and Agency agree as follows:

1. Statement of Work:

- a. The City agrees to provide the Agency ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) to provide improvements to the building and property located at 214 and 216 Unity Drive; in accordance with items included in the FY2014 application for HOME funding provided by the Agency. HOME funded units under this agreement shall be 214A, 214B, 216A and 216B Unity Drive. Maximum HOME funding per unit shall be \$37,500. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not comply with 24 CFR 92.206 or for uses prohibited by 24 CFR 92.214. Failure for activities to comply shall require repayment of funds to the City of Columbia.

2. Levels of Accomplishment -- Goals and Performance Measures: The Agency shall rehabilitate 4 units over the period of this agreement, in accordance with the following:

- a. The Agency agrees to begin utilization of HOME funds prior to March 1, 2015.
- b. The Agency agrees to have 50% of HOME funds expended by July 1, 2015
- c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2015.
- d. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.
- e. The Agency's obligation shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over HOME funds, including program income.

3. Payments:

- a. Upon presentation of proper documentation by the Agency, the City will reimburse the Agency an amount of funding for the costs of construction and design and inspection services, including all improvements to the building at 214 and 216 Unity Drive consistent with the agency's FY 2014 HOME application. Final payment shall not be made until compliance with the above requirements is met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; documentation of Davis-Bacon prevailing wage compliance, lien waivers from contractors, material suppliers, subcontractors; and copies of all contracts executed by the Agency that include applicable requirements and regulations contained in this agreement.
 - b. The Agency shall not obligate funds for payment for construction activities under this agreement until the City has completed an environmental review of the site on which construction will occur and a release of funds has been obtained by the City from the Department of Housing and Urban Development.
4. Matching Funds: The Agency agrees to document at least \$37,500 of matching resources for this project, which can include cash, in-kind services, or other sources of funding. The City agrees to include any sources and amounts of matching contributions for this project from the date of this agreement. Any additional or future costs to the project incurred due to the Agency's actions shall be the Agency's sole responsibility.
5. City Recognition: The Agency shall ensure recognition of the role of the City HOME funds in providing services through this agreement, including reference to the support provided herein in all publications made possible with funds available under this Agreement.
6. Records and Reports:
 - a. The Agency shall provide all information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development, including, but not limited to, information specifically mentioned in this Agreement as required by the City and the Department of Housing and Urban Development.
 - b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative requirements of the HOME Investment Partnerships Program.
 - c. Upon completion of the project, the Agency shall provide information, in a format prescribed by the Department of Housing and Urban Development, concerning the following: demographics of each occupant; the race, ethnicity, and household status of each occupant. Information proving the income of each person residing at the house shall be provided to the City on an annual basis and shall be made available by the Agency to the city upon request.
 - d. In addition to income information, the Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, whichever occurs later.
7. Other Provisions.
 - a. The Agency agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. The Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Uniform Federal Accessibility Standards, and applicable building codes for the City of Columbia.

- b. The Agency agrees to comply with the following laws governing fair housing and equal opportunity: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.
- c. The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.
- d. In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.
- e. The Agency agrees to comply with the disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.)
- f. The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.
- g. The Agency agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.
- h. The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.
- i. The Agency shall comply with labor standards provisions of HUD regulations 24 CFR Part 570.603.
- j. The Agency agrees to comply with Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards; Davis Bacon Act with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.
- k. The agency shall use the HUD Part 5 definition of income for determining occupant eligibility. Prior to signing a lease, income must be verified for all new tenants using source documentation accordance with 24 CFR 92.203(a)(1)(i). Occupant households must be at 60% or below the HUD defined area median income level. Source documentation must be reviewed at the time of signing a lease and at least every 6 years thereafter.
- l. The affordability period shall be based on the date of project completion defined by 24 CFR 92.2. In accordance with 24 CFR 92.252(e), HOME funded units under this agreement (214A, 214B, 216A, 216B Unity Drive) shall maintain an affordability period consistent with HUD guidelines for 10 years from date of completion.
- m. Rent rates shall be approved by the City of Columbia and in accordance with annual limits provided by HUD. The Agency must obtain City approval before implementing HOME unit rent increases.

- n. This project falls must meet requirements of the Uniform Relocation Act (URA).
 - o. The Agency shall maintain a Section 3 and MBE/WBE plan to ensure adequate marketing and solicitation of Section 3 and MBE/WBE contractors.
 - p. The Agency shall establish a written tenant selection plan consistent with the requirements of 24 CFR 92.253(d).
 - q. The Agency shall establish an affirmative marketing plan that meets requirements set forth in 24 CFR 92.351(a)(2).
 - r. The Agency shall utilize 1 year leases with occupants unless mutually agreed to by the occupant and Agency. The Agency shall not include prohibited lease provisions identified under 24 CFR 92.253.
 - s. The Agency shall maintain compliance with conflict of interest provisions stated in 92.356. The provision shall cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency; or elected officials or employees of the City of Columbia, unless otherwise granted a written exception by the City.
 - t. The Agency shall be subject to annual monitoring to review HOME funded units for compliance under 24 CFR 92.504(d)(1). The City reserves the right to conduct file reviews on a more frequent basis based on compliance deficiencies identified in previous monitoring reports.
8. Compliance: Upon finding that the Agency materially fails to comply with any term of this Agreement, any HOME funds on hand at the time of such funding shall be transferred to the City of Columbia and future HOME assistance may be denied.
9. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
10. Notice to Transferees: If the Agency sells, transfers, exchanges or encumbers the property at any time after the initial date of HOME expenditures on the property described in the Agreement, the Owner or the Successor shall notify in writing and obtain the agreement of any buyer or its successor or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. The Owner agrees that the City may void any sale, transfer, exchange or encumbrance of the Property if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin - 1/7/15
Sheela Amin, City Clerk

BY: Mike Matthes
Mike Matthes, City Manager

APPROVED AS TO FORM:

COLUMBIA HOUSING AUTHORITY

Nancy Thompson
Nancy Thompson, City Counselor

BY: Phil Steinhaus
Phil Steinhaus, CEO

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-0000-116.66.00³, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore 644450

John Blattel
John Blattel, Director of Finance