

A RESOLUTION

approving an amendment to the FY 2013 Annual Action Plan for CDBG and HOME funds; authorizing the City Manager to submit the amendments to the Department of Housing and Urban Development (HUD); authorizing CDBG and HOME agreements with local agencies.

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

SECTION 1. The amendments to the FY 2013 Annual Action Plan for CDBG and HOME funds, a copy of which, marked "Attachment A," is attached to this resolution, are approved.

SECTION 2. The City Manager is authorized to submit the amendments to the FY 2013 Action Plan for CDBG and HOME funds to the Department of Housing and Urban Development (HUD).

SECTION 3. Upon release of funds from HUD, the City Manager is hereby authorized to execute agreements with the following community agencies in the following amounts:

Boone County Council on Aging, Inc. for Senior Home Repair Program
CDBG Funding - \$56,000.00

Independent Living Center of Mid-Missouri, Inc. (d/b/a Services for Independent Living) for home modifications to provide accessibility improvements for persons with disabilities
CDBG Funding - \$60,000.00

The Housing Authority of the City of Columbia for Park Avenue Head Start Center renovations
CDBG Funding - \$84,000.00

Job Point for vocational skills training in the areas of Certified Nursing Assistant and Heavy/Highway Construction
CDBG Funding - \$76,180.00

Regional Economic Development Inc. for vocational skills training in the areas of Information Technology
CDBG Funding - \$32,500.00

The Housing Authority of the City of Columbia for a tenant-based rental assistance
program for special needs population
HOME Funding - \$106,000.00

The form and content of the agreements for each organization listed in Section 3 shall be
substantially as set forth in "Attachments B - G" attached hereto and made a part hereof as
fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor



Fourth Program Year Action Plan

The CPMP Fourth Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

ATTACHMENT A Narrative Responses

GENERAL

Executive Summary

The Annual Action Plan details the proposed sources and uses of funds available from HUD, including Community Development Block Grant (CDBG) and HOME funds, and outlines the accomplishments resulting from the use of HUD funding in the City. This year's Action Plan was written pursuant to the implementation of the third year of the City's five year Consolidated Plan for program years 2010 through 2014. The Plan was developed in accordance with the City's adopted Citizen Participation Plan, as amended as part of this year's plan to include updated technology. A more detailed summary of the 2013 CDBG and HOME Budget is presented in Tables 1 and 2.

A. Sources of HUD Funding:

1. \$802,000 of CDBG and \$463,000 of HOME funding as indicated below in Tables 1 and 2;
2. \$120,000 in reprogrammed CDBG funds;
3. An estimated \$50,000 of CDBG and \$75,000 of HOME Program Income;
4. Funding through the HUD Continuum of Care administered by the Missouri Housing Development Commission will be awarded during 2012. Funding applications are being prepared at this time. Funds awarded in 2012 with 2011 funding include:
 - \$37,450 to continue the *Salvation Army/Harbor House* program for case management and supportive services.
 - \$71,122 for a one year renewal for *Phoenix Programs/Voluntary Action Center's* Project Bridge.
 - \$74,113 for renewal of the *Phoenix Programs* "At Home" permanent housing program for those with substance abuse problems.
 - \$325,380 for Shelter plus Care funding for the Columbia Housing Authority.Total renewals are \$508,065.
4. \$75,000 in Emergency Shelter Grant(ESG) funding is estimated to be provided for Emergency Shelter projects through the State of Missouri ESG Program;
5. HUD Funding for the Columbia Housing Authority annual plan for the year ending 2012 supports the management and maintenance of 719 public housing units and 1062 rental assistance vouchers, including:
 - \$2,209,318 for its *public housing operating fund*;
 - \$835,363 for its *public housing capital fund*;

- \$6,725,683 for *Section 8 Rental Assistance Programs*;
 - \$315,000 for the Shelter Plus Care Housing Choice Vouchers;
 - *Resident Opportunity Self-Sufficiency (ROSS) Programs*:
 - *Public Housing Ross Service Coordinator*: 65,900
 - *Housing Choice Voucher Family Self-Sufficiency Program (Section 8)*: \$51,378 will provide funding to coordinate with job training and homeownership assistance classes for assisted tenants.
 - *Public Housing Family Self-Sufficiency Program*: \$52,396 to provide self-sufficiency programs for CHA Residents.
 - *Drug Free Community Grant*: \$125,000 for public housing safety and security
6. *Community Housing Options*, a local not-for-profit housing development organization is applying for funding through the Missouri Housing Development Commission for Low Income Housing Tax Credits to help build 16 units of housing on the corner of Vandiver and Oakland Gravel Road.
 7. *Jeffery Smith Development Company* has been awarded Low Income Housing Tax Credits through MHDC to build an additional 42 units of housing for senior citizens. \$620,000 in federal 9% tax credits, and \$620,000 in state 9% tax credits.
 8. *Burrell Behavioral Health* has been awarded Section 202 HUD funds to build supportive housing for senior citizens at Edenton & Bodie Drive in north central Columbia.
 9. *The Columbia Housing Authority and New Horizons Community Support Services, Inc.* have submitted a joint application to the Missouri Housing Development Commission (MHDC) for 9% Low-Income Housing Tax Credits to support the development of a 47 unit affordable housing project.

TABLE 1: FY 2013 CDBG PROGRAM

	Approved 04/15/2013	Amendment 8/5/2013
COMMUNITY DEVELOPMENT BLOCK GRANT RESOURCES		
Estimated Entitlement Amount	\$802,000	\$886,726
Reprogrammed	\$120,000	\$120,000
Reprogrammed	\$0	\$32,837
PROPOSED USES of CDBG FUNDS		
Housing Programs		
Owner Occupied Housing Rehabilitation	\$60,000	\$82,007
Neighborhood Response Team Code Enforcement	35,000	35,000
Neighborhood Response Team Demolition	30,000	30,000
Homebuyers Classes	15,000	15,000
BCCA Senior Home Repair Program	36,000	56,000
SIL RAMP Program	40,000	60,000
Homeownership Assistance Program	0	42,000
Public Improvements		
Downtown Ramps	179,000	179,000
Worley Sidewalks Phase II Construction	194,500	194,500
Community Facilities, Services and Economic Development		
Columbia Housing Authority Park Avenue Head Start	84,000	84,000
Job Point Nursing/Heavy and Highway Training	76,180	76,180
REDI and CMCA Career Center	32,500	32,500
HUD Mandated Fair Housing Set-aside	11,500	11,500

Planning and Administration**Administration**

Community Dev., Housing & Neighborhood Planning

TOTAL CDBG

96,240	109,796
32,080	32,080
\$922,000	\$1,039,563

TABLE 2: FY 2013 HOME PROGRAM**HOME RESOURCES****HOME Entitlement****\$463,000****\$417,224****Reprogrammed CHDO****65,300****65,300****Proposed Uses of HOME Funds**

CHA Tenant-Based Rental Assistance

106,000

106,000

Rental Production

175,250

175,250

Community Housing Development Organizations

69,450

69,450

Reprogram 2008 CHDO Show-Me Central Habitat

10,300

10,300

Reprogram 2009 CHDO Show-Me Central Habitat

55,000

55,000

Homeownership Assistance**66,000****24,802****Administration****46,300****41,722****TOTAL HOME****528,300****482,300****B. Specific Objectives, Outcomes, and Performance of CDBG and HOME Projects**

Below is a statement, by national objective and national outcome measures of the projected accomplishments for CDBG, HOME and other HUD funded activities within the next year. Where the objective is similar to one carried over from a previous year, the accomplishments to date on that objective are stated for the 2013 year.

1. National Objective of Providing Decent Affordable Housing: Through the use of CDBG and HOME funding during 2013, this Plan provides for the ability of the City to facilitate the provision of 16 units of affordable rental housing, the purchase 17 of units of affordable new and existing owner occupied housing, 53 home rehabilitation and repair projects through City and not-for-profit Agency programs, and 20 special needs households assisted Tenant-Based Rental Assistance. The City proposes to make housing assistance available for 106 units of housing.

Objective 1: Policy on Affordable Housing: The City Council should adopt an overall policy statement to further institutional changes in affordable housing. The policy should be part of a new comprehensive plan currently being developed by the City. For 2013, completion of a draft plan including an affordable housing policy is expected.

2012: Affordable housing was identified as a contributing factor to creating a livable community including specific aspects that need to be addressed to reduce housing costs.

Objective 2: Establish a locally administered Housing Trust Fund to help provide decent affordable housing. For 2013, appoint a board to oversee a housing Trust Fund.

2012: Community Development Director, City Manager, and Columbia Housing Authority CEO have been meeting to explore implementation.

Objective 3: Create a new position for an affordable housing planner to act as the City's advocate for comprehensively developing affordable housing recommendations contained in this report.

ATTACHMENT B A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of August, 2013, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Boone County Council on Aging, Inc, a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

WHEREAS, the City receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the purpose of benefiting low- and moderate-income citizens;

WHEREAS, Agency provides services for elderly persons;

WHEREAS, Agency provides for minor home repairs to address health and safety hazards for elderly persons;

NOW, THEREFORE, City and Agency agree as follows:

1. Statement of Work: City agrees to grant the Agency FIFTY-SIX THOUSAND DOLLARS (\$56,000) for the purpose of making home repairs for elderly persons.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to assist at least 10 households that include senior citizens. Agency agrees that work performed under this Agreement shall be completed as rapidly as is consistent with good construction practices and agrees to complete work as follows:

a. The Agency agrees to commence construction work under this agreement prior to January 1, 2014.

b. Agency agrees that all work shall be completed and funds expended by June 30, 2015.

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 will be reviewed by the Community Development Commission and City Council, and necessary amendments will be made to this agreement.

3. Payments: Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed \$56,000; which includes the costs of construction only and inspection services. Any additional or future costs to the project incurred due to the Agency's actions shall be the sole responsibility of the Agency. The Agency shall not obligate construction funds under this agreement until the following has occurred: (1) documentation is completed in the Agency's project file proving compliance with Federal requirements regarding competitive procurement of construction contractor(s) and inspection services; in accordance with the Agency's procurement policy; (2) completion of the "Tier 2" environmental review process for each project to be completed prior to the commencement of construction activities; (3) income verification documentation, including: copies of applications and income verifications qualifying households benefiting from project activities have been provided to the City; along with a copy of a signed agreement with the owner of the property; upon which, renovations will be made.

4. Environmental Review: The Agency shall not obligate funds under this agreement before completion of the environmental review process by the City and HUD has issued a release of funding for funds obligated under this agreement.

5. City Recognition: The Agency shall ensure recognition of the role of the City Community Development Block Grant 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. Such reports shall include an annual performance report to be provided to the Department of Planning and Development before January 15th of each year.

b. The Agency agrees to comply with all other uniform administrative requirements of the Community Development Block Grant Program, including OMB Circular A-122, Cost Principles for Not-for Profit Organizations, and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.

c. The Agency shall maintain data demonstrating client eligibility for services provided. Information maintained shall include a client application, certifying all sources of income, and a third party income verification for each client. Summary client data shall be provided to the City not less than quarterly and shall include, client name, address, income level, gender, race, and description and location of service provided. Such information shall be made available to City monitors or their designees for review upon request. The Agency shall ensure that all clients meet the Agency eligibility criteria presented in its application to the City.

d. The Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the close out of this project in HUD's Reporting System, or after the resolution of all Federal audit findings, whichever occurs later.

7. Conditions of Funding Assistance: It is further agreed that the Community Development Block Grant funds involved in this Agreement shall be in the form of a grant, and that the essence of this Agreement is to provide funds for the benefit of the Agency, and, in turn, low- and moderate-income citizens.

8. Other Provisions

a. 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 assist the City in compiling information to complete the Section 106 Historic Preservation process regarding client properties approved for assistance, where applicable.

c. The Agency agrees to comply with Federal Lead-Based Paint hazard control and worker protection requirements at 24 CFR Part 35 (HUD), 40 CFR Part 745 (EPA) regarding use of renovation and remodeling contracts addressing lead painted surfaces, and 29 CFR Part 1926 (OSHA). The Agency agrees not to expend more than \$5,000 in CDBG assistance on any structure without prior authorization regarding lead hazard control activities from the City.

d. 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.

e. 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.

f. 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.

g. Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.

h. The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611, which governs the procurement of supplies and provision of services to clients with the use of CDBG funds. The provisions cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency.

9. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers 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:

BOONE COUNTY COUNCIL ON AGING

Nancy Thompson, City Counselor

BY: _____
Jessica Macy, 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. 266-4130-532.49.90, G47155, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance

ATTACHMENT C A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of August, 2013; by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"); and the Independent Living Center of Mid-Missouri, Inc, (d/b/a Services for Independent Living), a not-for-profit corporation of the State of Missouri (hereinafter "Agency"):

WITNESSETH:

WHEREAS, the City receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the purpose of benefiting low- and moderate-income citizens;

WHEREAS, Agency provides services for persons with disabilities;

WHEREAS, Agency provides for home modifications to provide accessibility for persons with disabilities and is in need of funding to expand their home modification program,

NOW, THEREFORE, City and Agency agree as follows:

1. Statement of Work: The City agrees to grant the Agency SIXTY THOUSAND DOLLARS (\$60,000) for the purpose of providing home modifications that will result in accessibility for persons with disabilities.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to assist at least 7 households that include persons with physical disabilities. The Agency agrees that work performed under this Agreement shall be completed as rapidly as is consistent with good construction practices and agrees to complete work as follows:

- a. The Agency agrees to commence construction work under this agreement prior to January 1, 2014.
- b. Agency agrees that all work shall be completed and funds expended by June 30, 2015.

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 necessary amendments will be made to this agreement.

3. Payments: Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed \$60,000; which includes the costs of construction only and inspection services. Any additional or future costs to the project incurred due to the Agency's actions shall be the sole responsibility of the Agency. The Agency shall not obligate construction funds under this agreement until the following has occurred: (1) documentation is completed in the Agency's project file proving compliance with Federal requirements regarding competitive procurement of construction contractor(s) and inspection services, independent of the contractor, to be used for each job; in accordance with the Agency's procurement policy; (2) completion of the "Tier 2" environmental review process for each project to be completed prior to the commencement of construction activities; (3) income verification documentation, including: copies of applications and income verifications qualifying households benefiting from project activities have been provided to the City; along with a copy of a signed agreement with the owner of the property; upon which, accessibility improvements will be made.

4. Environmental Review: The Agency shall not obligate funds under this agreement before completion of the environmental review process by the City and HUD has issued a release of funding for funds obligated under this agreement.

5. City Recognition: The Agency shall ensure recognition of the role of the City's Community Development Block Grant Program 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. Such reports shall include an annual performance report to be provided to the City Department of Planning and Development before January 15th of each year.

b. The Agency agrees to provide an annual financial audit and comply with all other uniform administrative

requirements of the Community Development Block Grant Program, including OMB Circular A-122, Cost Principles for Not-for Profit Organizations, and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.

c. The Agency shall provide data demonstrating client eligibility for services provided. Information provided shall include a client certification, including all sources of income, and third party income verification for each client. Summary client data shall be provided to the City each time funds are requested; and shall include, client name, address, income level, gender, race, and description and location of service provided. Such information shall be made available to City monitors or their designees for review upon request. The Agency shall ensure that all clients meet the Agency eligibility criteria presented in its application to the City.

d. 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. Conditions of Funding Assistance: It is further agreed that the Community Development Block Grant funds involved in this Agreement shall be in the form of a grant, and that the essence of this Agreement is to provide funds for the benefit of the Agency, and in turn, low- and moderate-income citizens.

8. Other Provisions.

a. 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 assist the City in compiling information to complete the Section 106 Historic Preservation process regarding client properties approved for assistance.

c. The Agency agrees to comply with Federal Lead-Based Paint hazard control and worker protection requirements at 24 CFR Part 35 and 29 CFR Part 1926 (OHSA); and shall ensure compliance regulations promulgated by the Environmental Protection Agency concerning occupant and worker protection in renovation and remodeling activities. The Agency agrees not to expend more than \$5,000 in CDBG assistance on any structure without prior authorization regarding lead hazard control activities from the City.

d. 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.

e. 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.

f. 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.

g. Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.

h. The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611, which governs the procurement of supplies and provision of services to clients with the use of CDBG funds. These provisions cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency.

9. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers 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:

Nancy Thompson, City Counselor

INDEPENDENT LIVING CENTER OF MID-MISSOURI

BY: _____
Tec Chapman, 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. 266-4130-532.49.90, G47128, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance

ATTACHMENT D
A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of August, 2013, 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 Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the purpose of benefiting low- and moderate-income citizens;

WHEREAS, Agency is in need to renovate a facility providing early childhood education to enhance the quality of life and self-sufficiency of public housing and other lower income residents of the City;

WHEREAS, the Agency's owns a community building needing renovations to continue providing early Childhood education to be funded through the Head Start Program offered through Central Missouri Community Action;

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

1. Statement of Work:

a. The City agrees to grant the Agency EIGHTY FOUR THOUSAND DOLLARS (\$84,000) to provide improvements to the building and property, known as the Park Avenue Head Start Center, located at 403 Park Avenue; in accordance with items included in application for Community Development Block Grant funding provided by the Columbia Housing Authority. Funding shall be provided in the form of a secured loan, to be repaid upon sale or use of the property for a purpose other than providing services available to primarily lower income households.

b. The Agency agrees that work performed under this Agreement shall be completed as rapidly as is consistent with good construction practices, and shall be completed by December 31, 2014.

c. 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 CDBG funds, including program income.

2. Payments:

a. Upon presentation of proper documentation by 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 Park Avenue Head Start Center. Final payment shall not be made until compliance with City code requirements are met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; lien waivers from contractors, material suppliers, and subcontractors; payrolls from all contractors indicating compliance with Federal Labor standards provisions, including a review of payrolls and employee interviews indicating compliance with prevailing wage requirements; 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.

3. Matching Funds: In accordance with the Agency's application to the City, the Agency agrees to document all 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.

4. City Recognition: The Agency shall ensure recognition of the role of the City Community Development Block Grant 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.

5. 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 Community Development Block Grant Program, including OMB Circular A-122, A-87, and those procurement and related requirements in 24 CFR Part 85 that are specified in 24 CFR Part 570.502.

c. Upon completion of the project, the Agency shall survey the income level, race, ethnicity, and household status of each of the households benefiting from programs operating at the facility for a minimum period of six months subsequent to the completion of the project. Survey information must be summarized on a form to be provided by the City.

d. 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.

6. 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 will 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 (46 U.S.C. 2786a) with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327-332 requiring that mechanics and laborers (including workman and guards) employed on federally assisted contracts be paid wages for all hours worked in excess of eight in a calendar day or forty in a work-week, whichever is greater; the Federal Fair Labor Standards Act, 29 U.S.C. Sec. 201 et seq. requiring that covered employees be paid at least the minimum prescribed wage, and that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

c) 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.

d) 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.

e) 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.

f) 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.).

g) The Agency agrees to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.

h) 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.

i) The Agency shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.

j) The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 570.611 and 24 CFR 85, which governs the procurement of supplies and provision of services to clients with the use of CDBG funds. The provisions 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.

7. Compliance: Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.

8. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

BY: _____
Mike Matthes, City Manager

APPROVED AS TO FORM:

HOUSING AUTHORITY OF THE CITY OF COLUMBIA

Nancy Thompson, City Counselor

BY: _____
Phil Steinhaus, Chief Executive Officer

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-4130-532.49.90, G470XX, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance

ATTACHMENT E A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of August, 2013, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Job Point, a not-for-profit corporation of the State of Missouri (hereinafter "Agency"). This agreement shall expire on the 31st day of December, 2014.

WITNESSETH:

1. Statement of Work: The Agency will be responsible for providing scholarships for low-moderate income residents of the City of Columbia for vocational skills training in the areas of Certified Nursing Assistant and Heavy/Highway Construction.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 17 persons over the period of this agreement, in accordance with the following:

- a. The Agency agrees to begin utilization of CDBG funds for services prior to January 1, 2014.
- b. The Agency agrees that all work shall be completed and funds expended prior to December 31, 2014.

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 necessary amendments will be made to this agreement.

3. Staffing: The Heavy/Highway training shall be conducted by NCCER certified instructors.

4. Performance Monitoring: The City will monitor the Agency against the goals and performance standards stated above. Consistently substandard performance as determined by the City will constitute non-compliance with this Agreement.

5. Payments: Upon presentation of proper documentation by the Agency, the City will authorize \$76,180 of CDBG funds to the Agency in the form of a grant. Funding shall be expended in accordance with the "Project Budget Form" submitted as part of the application for this project. Documented matching in-kind funding shall total at least \$10,000. Eligible project costs shall include: scholarships for Certified Nursing Assistant Training and Highway/Heavy Construction Training, printing of materials, supplies and materials, and other contracted services for training. All direct costs of personnel shall be supported with timesheets. The Agency further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.

6. Records and Reports:

a. The Agency shall survey all program beneficiaries to obtain required information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development. The Agency agrees to provide the City with an annual progress report to be submitted to the City by January 15th of each year that will include the race, ethnicity, income category, female-headed households, and elderly persons participating in training. Information provided shall be submitted in the most recent format provided by the City for this purpose.

b. The Agency shall also report on training attendance of each beneficiary and the number of persons successfully completing each training.

c. The Agency shall estimate the number of persons attaining employment as the result of training.

d. The Agency shall retain all financial records, supporting documents, statistical records, and other records pertinent to this agreement for a period of five years subsequent to the completion of the Program by the City in the HUD's Integrated Disbursement and Information System.

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

8. Other Provisions

a. The Agency agrees to comply with all other uniform administrative requirements of the Community Development Block Grant Program, including OMB Circular A-133, OMB Circular A-122, Cost Principles for Not-for Profit Organizations, and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.

b. 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.

c. 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.

d. The Agency agrees that should the program terminate during the period of time covered by this agreement, any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds shall be transferred to the City of Columbia.

e. 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.

f. 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.

g. The Agency agrees to certify compliance with Section 504 of the Rehabilitation Act of 1973, as amended, incorporated herein by reference.

h. 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.

i. Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers the day and year first above written.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

BY: _____
Mike Matthes

APPROVED AS TO FORM:

JOB POINT

Nancy Thompson, City Counselor

BY: _____
Jim Loveless, President and CEO

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-4130-532.49.90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance

ATTACHMENT F A G R E E M E N T

THIS AGREEMENT, made and entered into this 5th day of August, 2013, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Regional Economic Development Inc., a not-for-profit corporation of the State of Missouri (hereinafter "Agency"). This agreement shall expire on the 31th day of December, 2014.

WITNESSETH:

1. Statement of Work: The Agency will be responsible for providing scholarships for low-moderate income residents of the City of Columbia for vocational skills training in the areas of Information Technology, specifically in "Help Desk" and "Web Development".

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 14 persons over the period of this agreement, in accordance with the following:

a. The Agency agrees to begin utilization of CDBG funds for services prior to June 1, 2014.

b. The Agency agrees that all work shall be completed and funds expended prior to June 30, 2015.

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 necessary amendments will be made to this agreement.

3. Staffing: The Web Development Track and Help Desk Track trainings shall be provided by certified trainers with credentials specific to training materials.

4. Performance Monitoring: The City will monitor the Agency against the goals and performance standards stated above. Consistently substandard performance as determined by the City will constitute non-compliance with this Agreement.

5. Payments: Upon presentation of proper documentation by the Agency, the City will authorize \$32,500 of CDBG funds to the Agency in the form of a grant. Funding shall be expended in accordance with the "Project Budget Form" submitted as part of the application for this project. Documented matching in-kind funding shall total \$5,400. Eligible project costs shall include: training and certification costs "for Help Desk" training and "Web Development" training including, printing of materials, supplies and materials, and other contracted services for training. All direct costs of personnel shall be supported with timesheets. The Agency further agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.

6. Records and Reports:

a. The Agency shall survey all program beneficiaries to obtain required information needed for monitoring purposes by the City or the U.S. Department of Housing and Urban Development. The Agency agrees to provide the City with an annual progress report to be submitted to the City by January 15th of each year that will include the race, ethnicity, income category, female-headed households, and elderly persons participating in training. Information provided shall be submitted in the most recent format provided by the City for this purpose.

b. The Agency shall also report on training attendance of each beneficiary and the number of persons successfully completing each training.

c. The Agency shall estimate the number of persons attaining employment as the result of training.

d. The Agency shall retain all financial records, supporting documents, statistical records, and other records pertinent to this agreement for a period of five years subsequent to the completion of the Program by the City in the HUD's Integrated Disbursement and Information System.

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

8. Other Provisions

a. The Agency agrees to comply with all other uniform administrative requirements of the Community Development Block Grant Program, including OMB Circular A-133, OMB Circular A-122, Cost Principles for Not-for Profit Organizations, and those procurement and related requirements in 24 CFR Part 84 that are specified in 24 CFR Part 570.502.

b. 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.

c. 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.

d. The Agency agrees that should the program terminate during the period of time covered by this agreement, any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds shall be transferred to the City of Columbia.

e. 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.

f. 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.

g. The Agency agrees to certify compliance with Section 504 of the Rehabilitation Act of 1973, as amended, incorporated herein by reference.

h. 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.

i. Upon finding that the Agency materially fails to comply with any term of this Agreement, any CDBG funds on hand at the time of such funding shall be transferred to the City of Columbia and future CDBG assistance may be denied.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers the day and year first above written.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

BY: _____
Mike Matthes

APPROVED AS TO FORM:

REGIONAL ECONOMIC DEVELOPMENT INC.

Nancy Thompson, City Counselor

BY: _____
Michael Brooks, President

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 266-4130-532.49.90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance

Attachment G AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of August, 2013, 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"). The period of this agreement ends on the 31st day of December, 2014.

WITNESSETH:

WHEREAS, the City receives HOME Investment Partnership Program (HOME) funds from the U.S. Department of Housing and Urban Development for the purpose of retaining and adding to the supply of affordable housing in the community, and

WHEREAS, the Agency has applied for funding to assist very low income households to make rental payments; which, but for HOME funding, these households could not support themselves with available funds;

NOW, THEREFORE, be it resolved that the City and the Agency agree as follows:

1. Eligible Activities:

a. The City agrees to provide the Agency \$106,000 for HOME eligible activities as are defined in the HOME regulations at 24 CFR Part 92.206 for the purpose of providing rental assistance payments to tenants with special needs and are either homeless or in danger of becoming homeless. Approved tenants shall be provided permanent housing assistance through HOME funding for a period of not less than two years.

b. The Agency shall not use these funds for the purposes of prohibited activities as defined by 24 CFR Part 92.214. Payments will be made to the Agency on a regular basis based on monthly reports providing an estimate of tenant and HOME payments and a summary of invoices supporting the report.

c. A portion of the total amount of HOME funds provided under this agreement, not to exceed \$6,000 is eligible to be used for administrative costs, with not more than \$1,500 to be used at the end of each three month period beginning on the date that TBRA funds under this agreement are first drawn by the Agency. Be it further understood that the administrative funds available is further capped at 10% of the amount of program income collected by the City of Columbia during the period of this agreement.

d. Units assisted with Tenant-Based Rental Assistance shall comply with the City's Property Maintenance Code and HUD's Housing Quality Standards at 24 CFR 982-401.

e. The Agency shall ensure eligible tenants shall have an Agreement with an agency providing supportive services prior to providing Tenant-Based Rental Assistance.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide HOME funds to provide rental assistance to at least 22 households over the period of this agreement, in accordance with the following:

a. The Agency agrees to begin utilization of HOME TBRA funds for services prior to January 1, 2014;

b. The Agency agrees that funding shall be at least 50% expended by July 30, 2014;

c. The Agency agrees that this project shall be complete by December 31, 2014.

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 necessary amendments will be made to this agreement.

3. Matching Funds: The Agency shall, on a quarterly basis, report on the use of other agency resources. The Agency shall require participating supportive service providers to document the amount of funding expended for supportive services provided on a quarterly basis.

4. The following other Provisions Apply as required by 24 CFR Part 92:

a. For HOME assisted rental units assisted under this agreement, the Agency agrees to abide by all relevant HOME program procedures; including but not limited to provision to the city of rent and income information, demonstrating that rents are affordable according to HOME requirements for the periods of time specified in 92.252(e), commencing with the date HOME funds are first provided. The Agency agrees to allow the City to review and approve all proposed rents and the Agency must provide tenants not less than 30 days prior written notice before implementing approved increases in rents.

b. Nondiscrimination and equal opportunity. The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- 2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, [[Page 41]] 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966- 1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971- 1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise); the nondiscrimination provisions of Section 282 of the National Affordable Housing Act of 1982.

c. The Agency must establish a minority outreach program described at 24 CFR 92.351(b).

d. Disclosure requirements. 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.).

e. Debarred, suspended or ineligible contractors. The prohibitions at 24 CFR part 24 on the use of debarred, suspended or ineligible contractors.

f. The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD's implementing regulations at 24 CFR part 24.

g. The Agency shall comply with the administrative requirements at 24 CFR Part 85.6, 85.12, 85.20, 85.22, 85.26, 85.32 - 34, 85.36, 85.44, 85.51, and 85.52.

h. Lead-Based Paint requirements at 24 CFR Part 35 and State of Missouri Lead Paint regulations at 19 CSR 30-70.110 - 640.

i. Flood insurance requirements at 92.358.

j. Prohibited lease terms at 92.253.

4. Records and Reports:

a. The Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. The Agency shall permit the City to inspect all assisted housing.

b. The Agency shall retain all records pertinent to the HOME program described at 92.508 (3)(4)vi-viii,(7)(i)(A)&(B), and (ii) - (viii) and allow access to such records upon request and during monitoring visits.

c. The Agency shall maintain tenant data demonstrating tenant eligibility. Such data shall include, but not be limited to, tenant names, addresses, income levels or other basis for determining eligibility, gender, race and size of households. Such information shall be made available to City monitors or their designees for review annually or upon request. The City shall be allowed to inspect the premises on an annual basis to determine compliance with housing codes.

5. 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.

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:

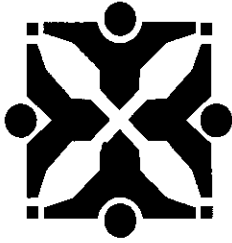
HOUSING AUTHORITY OF THE CITY
OF COLUMBIA

Nancy Thompson, City Counselor

BY: _____
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. 266-4130-532.49.90, G44142, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance



Source: Community Development - CDBG/HOME TH Agenda Item No:

To: **City Council**
From: **City Manager and Staff** *MM*

Council Meeting Date: Aug 5, 2013

Re: Approving an Amendment to the FY 2013 CDBG and HOME Annual Action Plan

EXECUTIVE SUMMARY:

The U.S. Department of Housing and Urban Development's (HUD) Citizen Participation rules require jurisdictions to consider any comments or views of citizens at a public hearing prior to submitting an amendment to the Annual Action Plan. In order to comply with this requirement, staff has prepared a resolution approving an amendment to the FY 2013 Annual Action Plan and authorization of FY 2013 Community Development Block Grant (CDBG) and HOME agreements.

DISCUSSION:

The Annual Action Plan provides an update to actions the City will take to meet the priority needs, goals and objectives of the 2010-2014 Consolidated Plan during FY2013. The City submitted its FY 2013 Annual Action Plan to HUD in November of 2012. The FY 2013 Annual Action Plan was approved based on estimated funding to be received by HUD in FY 2013. Estimated funding was determined to be \$802,000 for CDBG and \$463,000 for HOME. Council approved an amendment to the FY 2013 Action Plan on April 15, 2013, reprogramming \$65,300 in CHDO funds to Show-Me Central Habitat for Humanity to construct a net-zero energy usage house at 413 W. Ash. This funding will remain in place under the current Action Plan amendment.

HUD has released the official CDBG and HOME funding allocations for FY 2013, which includes an increase to CDBG funding and a decrease HOME funding originally projected by staff. Official FY 2013 funding allocations are \$886,726 for CDBG and \$417,224 for HOME. The FY 2013 Annual Action Plan Amendment reconciles the differences in funding amounts for projected and official HUD CDBG and HOME funding allocations in FY 2013. Recommendations for the action plan amendment were approved by the Community Development Commission (CDC) at their June 19th meeting, which included recommending funding for FY 2014 CDBG and HOME funds. The CDC voted to recommend additional FY 2013 funds to Boone County Council on Aging (BCCA) and Services for Independent Living (BCCA). Agreements for these specific activities include 6 additional months to expend funding due to increased levels.

Attachment A displays existing budget allocations for the FY 2013 Annual Action Plan, as well as the CDC's recommended amended allocations that include official FY 2013 HUD funding levels. Recommendations include increasing the CDBG Administration and Community Development, Housing and Neighborhood Planning budgets that meet the Council approved level of 16% total CDBG budget for administrative costs. The amendment includes additional funds to be allocated into the CDBG Homeownership Assistance (HOA) Program in order to fully fund costs for operation of the program, and fill the gap of HOME funding reduced for the HOA Program. The amendment also includes decreasing the HOA Program and HOME Administration costs in order to meet decreased funding level requirements. City Council and HUD guidelines currently limit HOME Administration costs to 10% of the total HOME budget.

HOME projects have already been identified for all other CDBG and HOME activities identified. The amendment includes maintaining these activities at current funding levels.

The attached agreements will help implement the City's amended 2013 Action Plan. The City has not yet received an official release of funds from HUD for FY 2013 CDBG and HOME funds, however HUD has indicated this will be completed within the next 30 days. Approval of the resolution will authorize the City Manager to execute these agreements with agencies upon release of funds from HUD. The following agencies will implement projects contained in the amended 2013 Action Plan in accordance with attached agreements:

Boone County Council on Aging: (Attachment B) - \$56,000 of CDBG funds will be used to make home repairs for low income senior citizens.

Services for Independent Living: (Attachment C) - \$60,000 of CDBG funds will be used to provide ramps and other accessibility improvements in housing for persons with disabilities.

The Columbia Housing Authority: (Attachment D) - \$84,000 of CDBG funds will be used for renovations at Park Avenue Head Start Center.

Job Point: (Attachment E) - \$76,180 of CDBG funds will be used to provide vocational training in the areas of Certified Nursing Assistant and Heavy/Highway Construction.

Regional Economic Development Inc.: (Attachment F) - \$32,500 of CDBG funds will be used to provide Information Technology training in partnership with Central Missouri Community Action (CMCA).

The Columbia Housing Authority: (Attachment G) - \$106,000 of HOME funds will be used to provide Tenant-Based Rental Assistance (TBRA) to de-institutionalized populations with special needs; that are under contract with supportive service providers.

FISCAL IMPACT:

Allocates previously budgeted funds.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

The proposed amendment furthers Goals 2.3 and 11.2 through providing additional housing choices for low and very low income owner occupants. Implementation of Task 18 will be addressed through the provision of additional affordable housing units.

SUGGESTED COUNCIL ACTIONS:

The Council should pass the attached resolution amending the 2013 Annual Action Plan and authorizing agency agreements.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	Yes
Amount of funds already appropriated	\$0.00	Duplicates/Epands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	2 and 11
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	2.3 and 11.2
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	Task 18