

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 192-14

Department Source: Community Development - CDBG/Home

To: City Council

From: City Manager & Staff

Council Meeting Date: October 6, 2014

Re: Approving an Amendment to the 2014 Annual Action Plan and 2014 CDBG Funding Agreements

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution

Supporting documentation includes: None.

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. The proposed resolution includes the approval of an amendment to the FY 2014 Annual Action Plan and approval of 2014 funding agreements.

Discussion

The Annual Action Plan provides an update on the actions the City will take to meet the priority needs, goals and objectives of the 2010-2014 Consolidated Plan during FY 2014. The City Council approved the FY 2014 Annual Action Plan in October of 2013. An amendment allocating Community Housing Development (CHDO) funding was approved by Council on February 17, 2014 and an additional amendment reallocating HOME and CDBG funding was approved on May 5, 2014. The proposed amendment reallocates CDBG funding originally identified for Rainbow House's homeless youth facility purchase.

The FY 2014 Annual Action Plan initially included \$170,000 in CDBG funding for Rainbow House to purchase a facility to serve homeless youth. Rainbow House was unable to obtain a conditional use permit for its proposed site in spring of 2014 and was unable to move forward with purchasing the property. HUD guidelines require the City to have no more than 1.5 times its annual allocation of CDBG funding on hand each November. Rainbow House's CDBG award of \$170,000 makes up approximately 20% of the City's annual CDBG allocation. Reallocating this funding increases the likelihood of meeting expenditure thresholds. City staff met with Rainbow House staff and both agreed that reallocation of CDBG funding was the best course of action. Rainbow House plans to re-apply for CDBG funding when it identifies a new project location.

City staff included the \$170,000 reallocation of 2014 funds into the 2015 CDBG and HOME RFP process in order to identify projects capable of expending funds on eligible projects in a timely manner. The Community Development Commission (CDC) rated proposed projects and identified three 2015 projects capable of utilizing the carryover 2014 funds.

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The CDC recommended reallocation of 2014 CDBG funds for the Welcome Home Veterans Campus, Reality House renovations, Phoenix Programs Inc. housing renovations/expansion and In2Action's facility purchase. The Welcome Home Veterans Campus project also received \$168,000 in 2015 CDBG funds for a combined total of \$228,000. Reality House, Phoenix Programs Inc., and In2Action received only 2014 CDBG funding. The proposed amendment is included as exhibit A. Exhibits B-F are CDBG funding agreements for 2014 projects meeting all City requirements to begin activities. Projects not-yet ready for begin CDBG activities are as seen below:

Welcome Home, Emergency Veterans Housing: Waiting for closing on purchase.

Phoenix Programs, Housing Expansion: Completing update to Phase I Environmental Site Assessment.

Columbia Housing Authority, Housing Infrastructure: Waiting for documentation of all project funding sources.

Fiscal Impact

Short-Term Impact: None, previously appropriated funding

Long-Term Impact: None, previously appropriated funding

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Health, Social Services and Affordable Housing

Strategic Plan Impact: Health, Safety and Wellbeing

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

Suggested Council Action

Approve the resolution to adopt an amendment to the 2014 Annual Action Plan and 2014 CDBG funding agreements.

Legislative History

To date the City Council has taken the following action on the 2014 Annual Action Plan:

October 21, 2013: FY 2014 Annual Action Plan Approved for submission to HUD.

February 17, 2014: FY 2014 Annual Action Plan amended to include CHDO funding allocations.

May 5, 2014: FY 2014 Annual Action amended to reallocate \$175,250 in HOME funds and \$19,828.09 in CDBG funds.

City of Columbia

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A handwritten signature in black ink, appearing to be "J. A. Smith", written over a horizontal line.

Department Approved

A handwritten signature in black ink, appearing to be "Matt", written over a horizontal line.

City Manager Approved

A RESOLUTION

approving an amendment to the FY 2014 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 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 2014 Annual Action Plan for CDBG and HOME funds, a copy of which, marked "Exhibit A," is attached to this resolution, are approved.

SECTION 2. The City Manager is authorized to submit the amendments to the FY 2014 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 - \$16,000.00

In2Action, Inc. for purchase of property located at 1410 Sylvan Lane
CDBG Funding - \$50,000.00

Job Point for Vocational HVAC Training
CDBG Funding - \$71,636.00

Realty House, Inc. for renovations to property located at 1200 Rangeline Street
CDBG Funding - \$60,000.00

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 - \$20,000.00

The form and content of the agreements for each organization listed in Section 3 shall be substantially as set forth in "Exhibits B - F" attached hereto.

ADOPTED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

City of Columbia

FY2014 Annual Action Plan

HUD's New Consolidated Plan Template

In May of 2012, the Federal Department of Housing and Urban Development's Office of Community Planning and Development introduced the eCon Planning Suite, a collection of new online tools to assist grantees in creating market-driven, leveraged housing and community development plans. One of these tools, the Annual Action Plan Template, allows grantees to develop and submit their Annual Action Plans online. For FY 2014, the City of Columbia utilized the online Action Plan for the first time. The following document is an exported version of the Annual Action Plan entered into HUD's reporting database (Integrated Disbursement and Information System (IDIS)).

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

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. The FY2014 Annual Action Plan is the 5th and final action plan addressing the City's 2010-2014 Consolidated Plan. The Plan was developed in accordance with the City's adopted Citizen Participation Plan. A more detailed summary of the 2014 CDBG and HOME Budget is presented in Tables 1 and 2 at the end of the introduction section.

The City of Columbia expects to receive the following sources of HUD funding as a community for FY2014.

1. \$842,390 of CDBG and \$400,000 of HOME funding as indicated in Tables 1 and 2.
2. \$50,000 in CDBG and \$75,000 in Program Income.
3. Funding through the HUD Continuum of Care administered by the Missouri Housing Development Commission (MHDC) will be awarded during 2014. Funding applications were recently submitted in early September. Funds awarded in 2013 with 2012 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 "At Home" permanent housing program for persons with substance abuse problems, \$325,380 for Shelter Plus Care funding through the Columbia Housing Authority. Total Renewals are \$508,065.
4. \$250,000 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 2014 supports the management and maintenance of 719 public housing units and 1062 rental assistance vouchers, including: \$2,057,252 public housing operating fund, \$835,363 public housing capital fund, \$6,612,411 Housing Choice Vouchers, \$326,592 Shelter Plus Care Program, \$118,128 Ross Housing Service Coordinator, \$51,378 Housing Choice Voucher Family Self-Sufficiency Program, \$52,396 Public Housing Family Self-Sufficiency Program.

Table 1, 2014 Community Development Block Grant Funding				
Organization	Activity	FY2014 Estimated Funding	FY2014 Amendment 1	FY2014 Amendment 2
<u>Housing 30-40%</u>				
Community Development	Housing Rehabilitation	\$78,407	\$87,133	\$87,133
Boone County Council on Aging	Home Repairs	\$16,000	\$16,000	\$16,000
Community Development	NRT Demolition	\$31,565	\$31,565	\$31,565
Services for Independent Living	RAMP Program	\$20,000	\$20,000	\$20,000
Community Development	NRT Code Enforcement	\$30,000	\$30,000	\$30,000
Subtotal		\$175,972	\$184,698	\$184,698
<u>Public Improvements 30-50%</u>				
CHA	Housing Infrastructure	\$190,000	\$190,000	\$190,000
City - Public Works Department	Sidewalk Project Design	\$50,000	\$50,000	\$50,000
Subtotal		\$240,000	\$240,000	\$240,000
<u>Community Fac./Ser./Econ.Dev. 0-30%</u>				
Rainbow House	Facility Purchase	\$170,000	\$170,000	\$0
Reality House	Homeless Facility Renovations	\$40,000	\$40,000	\$60,000
Legal Department	Fair Housing Counseling	\$10,000	\$10,000	\$10,000
Job Point	HVAC and Pharmacy Training	\$71,636	\$71,636	\$71,636
Welcome Home	Veterans Emergency Housing			\$60,000
In2Action	Facility Purchase			\$50,000
Phoenix Programs Inc.	Housing Renovations			\$40,000
Subtotal		\$291,636	\$291,636	\$291,636
<u>Administration and Planning 0-16%</u>				
City - Administration	Administration	\$101,086	\$102,748	\$102,748
City - Planning	Planning	\$33,696	\$33,696	\$33,696
Subtotal		\$134,782	\$136,444	\$136,444
Total		\$842,390	\$852,778	\$852,778

Table 2, 2014 HOME			
Organization	Activity	FY2014 Estimated Funding	FY2014 Amendment 1
		FY2014 Funds	FY2014 Funds
Community Development Department	Homeownership Assistance	\$25,000	\$25,000
Community Development Department	Owner Occupied Rehab Program	\$50,000	\$50,000
Columbia Housing Authority	Lincoln Unity	\$150,000	\$150,000
Columbia Housing Authority	TBRA	\$75,000	\$75,000
<i>Community Development</i>	<i>CHDO</i>	<i>\$60,000</i>	<i>\$68,809</i>
<i>Community Development</i>	<i>Administration</i>	<i>\$40,000</i>	<i>\$40,978</i>
Grand Total Funds Requested		\$400,000	\$409,787

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The FY2014 Annual Action Plan provides for the ability of the City to address the City's 42 objectives identified under its 2010-2014 Consolidated Plan. Funding priorities for the City of Columbia address three national objectives established by HUD: providing decent affordable housing, providing a suitable living environment, and providing economic opportunities. The City's proposed objectives and outcomes for the entire 5 year period are as outlined in Table 3 at the end of this Section.

The 43 objectives established in the plan represent the City of Columbia's funding priorities for 2010-2014. The City of Columbia will only fund medium and high priority needs and will not fund low priority needs. Funding priorities were determined through public input, housing market analysis, analysis of impediments to fair housing, and analysis of special populations. All proposed objectives incorporate serving needs of very-low, low and moderate income households in the City of Columbia. Special needs populations include elderly, disabled, persons with developmental disabilities, persons with alcohol or drug addiction, and persons with HIV/AIDS and their families.

The City of Columbia Council policy resolution PR 248-10 sets forth requirements and provisions for the administration of funds received by the City under the Housing and Community Development Act of 1974, as amended, and identifies specific funding allocation ranges for public improvements, housing, community facilities, services and economic development, planning and administration. The council policy resolution also states that funding priorities are based upon evaluation criteria developed by the Community Development Commission that further the City's goals and objectives stated in the City's Consolidated Plan document.

EXHIBIT B A G R E E M E N T

THIS AGREEMENT, made and entered into this 6th day of October, 2014, 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 SIXTEEN THOUSAND DOLLARS (\$16,000) 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 5 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, 2015.
- b. The Agency agrees to have 50% of CDBG funds expended by June 1, 2015.
- c. Agency agrees that all work shall be completed and funds expended by December 31, 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 subject to termination without reimbursement of additional expenditures.

3. National Objective: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200. Failure to meet a national objective shall require repayment of funds to the City of Columbia.

4. Payments: Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed \$16,000; 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.

5. 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.

6. 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.

7. 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 Community Development Department 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.

8. 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 funds shall benefit households making less than 80% the HUD defined area median income.

9. 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

EXHIBIT C
A G R E E M E N T

THIS AGREEMENT, made and entered into this 6th day of October, 2014, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and In2Action, 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-income citizens;

WHEREAS, Agency is in need of funds to Acquire a facility; that will provide transitional housing for recently released offenders and those at risk of criminal activity;

WHEREAS, the Agency shall acquire a community building that will provide decent housing;

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

1. Statement of Work:

- a. The City agrees to provide the Agency FIFTY THOUSAND DOLLARS (\$50,000) to acquire property located at 1410 Sylvan Lane, legally described as:

A PART OF LOT 30 OF MARK TODD'S SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF SAID LOT 30 AT A POINT 276 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG SAID EAST LINE 116 FEET; THENCE WEST 175 FEET TO A POINT ON THE EAST LINE OF SYLVAN AVENUE; THENCE SOUTH ALONG THE SAID EAST LINE 116 FEET; THENCE EAST 175 FEET TO THE POINT OF BEGINNING, AND BEING TRACT 3 OF SURVEY RECORDED IN DEED BOOK 279, PAGE 99, RECORDS OF BOONE COUNTY, MISSOURI.

Subject to easements, restrictions, reservations, and covenants of record, if any.

- b. 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 meet a CDBG national objective as defined by 24 CFR 570.200. Failure for activities to meet a CDBG national objective shall require repayment of funds to the City of Columbia.
2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 8 persons over the period of this agreement, in accordance with the following:
- a. The Agency agrees to expend CDBG funds for services prior to January 1, 2015.
 - b. The Agency agrees that all funds shall be expended prior to December 31, 2015.
 - c. 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.
 - d. 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.

3. Payments:

- a. Upon presentation of proper documentation by the Agency, the City shall provide the agency's title company funding for the purchase of the property at 1410 Sylvan Lane. Documentation needed to secure payment shall include the following: fully executed City CDBG funding agreement, promissory note and deed of trust, final HUD settlement statement, and a copy of the warranty deed.
- b. The Agency shall not obligate funds for 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 \$10,000 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 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.
- 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 provide information, in a format prescribed by the Department of Housing and Urban Development, concerning the following: the homeless status of each occupant, whether each occupant is chronically homeless; and 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 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.
8. 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.
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.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

BY: _____

Mike Matthes, City Manager

APPROVED AS TO FORM:

IN2ACTION INC.

Nancy Thompson, City Counselor

BY: _____

Dan Hanneken, 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 Blattel, Director of Finance

EXHIBIT D A G R E E M E N T

THIS AGREEMENT, made and entered into this 6th day of October, 2014, 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").

WITNESSETH:

1. Statement of Work: The Agency will be responsible for providing vocational training for residents at 80% or below the HUD defined area median income of the City of Columbia for vocational skills training in the area of Heating Ventilation and Air Conditioning (HVAC).

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 10 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, 2015.
- b. The Agency agrees to have 50% of CDBG funds expended by June 1, 2015.
- c. The Agency agrees that all work shall be completed and funds expended prior to December 31, 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 subject to termination without reimbursement of additional expenditures.

3. National Objective: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200. Failure to meet a national objective shall require repayment of funds to the City of Columbia.

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 \$71,636 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. Documentation of matching in-kind funding shall be provided with the final draw of funds. Eligible project costs shall include: scholarships for HVAC Training, course materials, participant testing and/or certification fees, agency costs associated with operating the training and 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 Community Development Department 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 report the number of persons attaining employment or further training 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.

9. 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 Blattell, Director of Finance

EXHIBIT E
AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 2014, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and Reality House 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-income citizens;

WHEREAS, Agency is in need of funds to renovate its facility; that will enhance transitional housing for deinstitutionalized populations;

WHEREAS, the Agency owns a community building that should be improved to provide decent housing;

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

1. Statement of Work:

- a. The City agrees to provide the Agency SIXTY THOUSAND DOLLARS (\$60,000) to provide improvements to the building and property, known as Reality House, located at 1200 Rangeline Street; in accordance with items included in FY 2014 and FY2015 applications for Community Development Block Grant funding provided by the Agency. 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 meet a CDBG national objective as defined by 24 CFR 570.200. Failure for activities to meet a national objective shall require repayment of funds to the City of Columbia.

2. Levels of Accomplishment – Goals and Performance Measures: The Agency shall provide sufficient resources to target at least 10 persons over the period of this agreement, in accordance with the following:

- a. The Agency agrees to begin utilization of CDBG funds prior to January 1, 2015.
- b. The Agency agrees to have 50% of CDBG funds expended by June 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 CDBG 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 1200 Rangeline in consistent with the agency's FY 2014 and FY2015 CDBG applications. Final payment shall not be made until compliance with the above

requirements are 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 \$3,500 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 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.
 - 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 provide information, in a format prescribed by the Department of Housing and Urban Development, concerning the following: the homeless status of each occupant, whether each occupant is chronically homeless; and 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 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.
8. 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.
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.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

BY: _____
Mike Matthes, City Manager

APPROVED AS TO FORM:

REALITY HOUSE INC.

Nancy Thompson, City Counselor

BY: _____
Dennis Winfrey, 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, G47165, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

John Blattel, Director of Finance

EXHIBIT F
A G R E E M E N T

THIS AGREEMENT, made and entered into this 6th day of October, 2014; 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 TWENTY THOUSAND DOLLARS (\$20,000) 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 4 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, 2015.
 - b. The Agency agrees to have 50% of CDBG funds expended by June 1, 2015.
 - c. Agency agrees that all work shall be completed and funds expended by December 31, 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 subject to termination without reimbursement of additional expenditures.
3. National Objective: All CDBG funded activities shall meet a CDBG national objective as defined by HUD regulation 24 CFR 570.200. Failure to meet a national objective shall require repayment of funds to the City of Columbia
4. Payments: Upon presentation of proper documentation by Agency, the City will reimburse the Agency for costs incurred, not to exceed \$20,000; 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.
5. 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.
6. 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.

7. 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.

8. 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 low-income citizens.

9. 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.

10. 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