

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** R 80-15

**Department Source:** Community Development - CDBG/Home

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** 5/18/2015

**Re:** Amendments to development agreements with Central Missouri Community Action, formerly Central Missouri Counties' Human Development Corporation, authorizing the retention and reuse of development project proceeds.

## Documents Included With This Agenda Item

Council memo, resolution, amendments, original agreements.

**Supporting documentation includes:** Articles of Amendment for a Nonprofit Corporation.

## Executive Summary

Approval of this ordinance satisfies HUD regulations requiring Community Housing Development Organization (CHDO) agreements to authorize the retention and define eligible reuse of development project proceeds by the CHDO.

## Discussion

Central Missouri Community Action (CMCA), formerly known as Central Missouri Counties' Human Development Corporation (CMCHDC), partnered with for-profit developers to construct rental housing in the Bethel Ridge area. This partnership included providing Federal Housing and Urban Development (HUD) CHDO funds to the for-profit developer in the form of a loan. Four agreements between the City of Columbia and CMCHDC authorized the use of CHDO funds for these development projects, one each in 1996, 1998, 1999, 2000.

CMCHDC and now CMCA have been receiving payments on the development loans, these payments are considered "CHDO proceeds" under HUD regulations. Recent revisions to HUD regulations require CHDO agreements to contain language authorizing the CHDO to retain project proceeds and defining eligible uses for the proceeds. The proposed amendments to the agreements, included with this agenda item, fulfill this requirement.

The amendment requires the proceeds be spent on HOME eligible housing development projects within the City of Columbia. City staff has monitored the receipt and use of the loan payments by CMCA. The terms in the amendment are consistent with the past performance of the agency.

## Fiscal Impact

Short-Term Impact: None

Long-Term Impact: None

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Not Applicable

Strategic Plan Impact: Growth Management

Comprehensive Plan Impact: Economic Development, Livable & Sustainable Communities

## Suggested Council Action

Staff recommends approval of these amendments to maintain compliance with HUD regulations.

## Legislative History

4/25/2000 - \$52,650 in CHDO funds provided to CMCHDC to assist in the production of 18 new affordable rental units.

11/17/1999 - \$80,400 in CHDO funds provided to CMCHDC to assist in the production of 18 new affordable rental units.

5/20/1998 - \$144,650 in CHDO funds provided to CMCHDC to assist in the production of 4 new affordable rental units.

12/18/1996 - \$210,450 in CHDO funds provided to CMCHDC to assist in the production of 4 new affordable rental units.

Patricia Zenger, for J.J.  
Department Approved

[Signature]  
City Manager Approved

## **A RESOLUTION**

authorizing amendments to HOME investment partnership agreements with Central Missouri Community Action, previously known as Central Missouri Counties' Human Development Corporation, for the use of community housing development organization (CHDO) funds for development projects.

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

SECTION 1. The City Manager is authorized to execute an amendment to the HOME investment partnership agreement with Central Missouri Community Action, previously known as Central Missouri Counties' Human Development Corporation, for the use of community housing development organization (CHDO) funds for development projects located on Hanover Boulevard. The form and content of the amendment shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

SECTION 2. The City Manager is authorized to execute an amendment to the HOME investment partnership agreement with Central Missouri Community Action, previously known as Central Missouri Counties' Human Development Corporation, for the use of community housing development organization (CHDO) funds for development projects located on Hanover Boulevard. The form and content of the amendment shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof.

SECTION 3. The City Manager is authorized to execute an amendment to the HOME investment partnership agreement with Central Missouri Community Action, previously known as Central Missouri Counties' Human Development Corporation, for the use of community housing development organization (CHDO) funds for development projects located on Cocoa Court and Glenover Court. The form and content of the amendment shall be substantially as set forth in "Exhibit C" attached hereto and made a part hereof.

SECTION 4. The City Manager is authorized to execute an amendment to the HOME investment partnership agreement with Central Missouri Community Action, previously known as Central Missouri Counties' Human Development Corporation, for the use of community housing development organization (CHDO) funds for development projects located on Cocoa Court and Glenover Court. The form and content of the amendment shall be substantially as set forth in "Exhibit D" attached hereto and made a part hereof.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

**EXHIBIT A**  
**AMENDMENT TO CENTRAL MISSOURI COUNTIES' HUMAN DEVELOPMENT CORPORATION**  
**AGREEMENT**  
**DATED December 18, 1996 - See Attachment A**

This Amendment to the Agreement dated December 18, 1996 made and entered into this 18th day of May, 2015 by and between the City of Columbia, Missouri, a municipal corporation, and Central Missouri Community Action, a nonprofit corporation, and the successor to Central Missouri Counties' Human Development Corporation and the assignees of the December 18<sup>th</sup>, 1996 Agreement.

Section 1 of the agreement is amended with the addition of paragraph d, to read as follows:

d. Any proceeds, including payments of principal and interest, return on investment, or other program income resulting from the investment of HOME funds for eligible HOME activities may be retained by the Agency. Eligible activities may include operating costs as defined in 24 CFR Part 92.208, or other HOME eligible project costs defined at 24 CFR Part 92.206 within the City limits of Columbia. The total amount of CHDO proceeds expended for operating costs shall not exceed 10% of the CHDO set aside investment for each project. The Agency shall provide a report to the City on the receipt and use of all proceeds, including operating costs, on an annual basis.

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

ATTEST:

CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_  
Mike Matthes, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

Central Missouri Community Action, a  
nonprofit corporation, formerly  
Central Missouri Counties' Human  
Development Corporation

BY: \_\_\_\_\_

Darin Preis

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

# AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of December, 1996, by and among the City of Columbia, Missouri, a municipal corporation (hereinafter, City) and Central Missouri Counties Human Development Corporation, a corporation of the State of Missouri (hereinafter, "Agency").

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, 15% of those funds are set aside for use by Community Housing Development Organizations (CHDO) in order to develop, sponsor and/or own affordable housing.

WHEREAS, Agency meets the requirements of CHDO designation as specified by the U.S. Department of Housing and Urban Development and intends to develop four (4) new affordable housing units contained within two (2) new single family attached dwellings at Hanover Boulevard.

WHEREAS, Agency and City entered into an agreement dated January 5, 1996, which provided \$139,650 to the Agency to help build two (2) duplexes, but is hereby considered null and void due to a desire by both parties to restructure the agreement.

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

## 1. Grant for Construction of Affordable Housing.

a. City agrees to provide Agency \$210,450 for the purpose of constructing two (2) new single family attached dwellings, each containing two affordable housing units, located at Hanover Boulevard in the City of Columbia, provided that the Agency satisfactorily demonstrates that they have effective management control of the development and will own, develop and/or sponsor said development. Assistance provided by the City shall be for construction costs only, as described in the funding proposal attached. Payments will be made to the Agency on a regular basis based on audited Statements of Cost to be provided by the Agency.

b. Development shall comply with building codes of the City of Columbia and HUD-published Housing Quality Standards. Certification of compliance with each shall be provided the City by the Agency.

c. Assistance shall be provided in accordance with development budget, attached as "Exhibit A". Agency agrees that work performed under this agreement shall be commenced on or before October 1, 1996, and completed October 1, 1997. No costs incurred prior to the date of this agreement shall be paid for by funds provided by the HOME funds described in this agreement.

2. Other Provisions.

a. Agency agrees to all relevant procedures, regulations and guidelines established under the HOME Program described at 24 CFR Part 92, including Federal procurement standards in accordance CFR Part 85; labor standards at 92.354; the Model Energy Code published by the Council of American Building Officials, HUD Minimum Housing Quality Standards; Federal restrictions on lobbying; Section 3 of the Housing and Urban Development Act of 1968; asbestos and lead-based paint at 92.355; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act and regulations implementing the Act; flood insurance requirements at 92.358; MBE/WBE marketing; equal opportunity and fair housing requirements at 92.350; NEPA and HUD environmental review requirements at 92.352; subsidy layering requirements; and prohibited lease terms at 92.253. A plan for complying with these laws, regulations, procedures and guidelines shall be provided by the Agency and approved by the City prior to receiving funds.

b. The four (4) dwelling units are all considered HOME-assisted and, therefore, Agency agrees to abide by all relevant HOME Program procedures, regulations and guidelines established under 24 CFR Part 92, and any amendments thereto, including but not limited to provision to the City of rent and income information, demonstrating that rents are affordable according to HUD requirements for a 20 year period commencing with the date HOME funds are first provided, prior to receiving funds. This rent requirement shall be ensured by recordation of a land use restriction on the property. Agency agrees to allow the City to review and approve all proposed rents and the owner must provide tenants not less than 30 days prior written notice before implementing approved increases in rents. Assistance provided under this agreement shall be repaid if at any time during the 20 year time period, rents are determined by the City of Columbia not to be affordable.

c. Agency shall also provide the City the following prior to receiving funds: evidence of control of the site; after construction value appraisal; survey or plat of the property and the site plan of project; Sources and Uses Funds Statement, commitment letter from other funding sources; a fifteen year pro-forma; evidence that funds shall not be used for prohibited uses as described at 92.214; executed partnership and/or incorporation papers; cost estimate of the project and construction plans and specifications; property management plan, including rent control and income verification provisions; statement of qualifications of the property manager; and a marketing plan. Agency shall certify to the City that HOME funds do not provide more than 50% of its annual operating budget during the year in which funds are provided. Agency further agrees to develop a fair lease and grievance procedure and a plan for allowing tenant participation in management decisions.

d. Agency shall comply with the match provisions of the HOME Program.

e. The agreement between Agency and City dated January 5, 1996, which provided \$139,650 to the Agency to help build two duplexes is null and void.

3. Records and Reports.

a. Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. Agency shall permit the City to inspect the premises to certify final completion, and shall then submit a "Project Completion Report" to the City upon completion of the project.

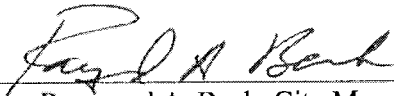
b. Agency agrees to provide an annual financial audit in accordance with 24 CFR Parts 44 and 45 and comply with all other uniform administrative requirements of the HOME Program described at 92.505.

c. Agency shall retain all records pertinent to the HOME Program described at 92.508 (3) and (5) for the 20 year affordability period.

d. Agency shall maintain tenant data demonstrating tenant eligibility. Such data shall include, but not be limited to, tenant name, address, income level or other basis for determining eligibility, gender, race and size of household. Such information shall be made available to the 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.

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

CITY OF COLUMBIA, MISSOURI

BY:   
Raymond A. Beck, City Manager

ATTEST:

  
Penny St. Romaine, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

CENTRAL MISSOURI COUNTIES HUMAN  
DEVELOPMENT CORPORATION

BY:   
David L. Thayer

TITLE: Executive Director

ATTEST:

\_\_\_\_\_



**EXHIBIT B**  
**AMENDMENT TO CENTRAL MISSOURI COUNTIES' HUMAN DEVELOPMENT CORPORATION**  
**AGREEMENT**  
**DATED May 20th, 1998 – See Attachment A**

This Amendment to the Agreement dated May 20, 1998 made and entered into this 18th day of May, 2015 by and between the City of Columbia, Missouri, a municipal corporation, and Central Missouri Community Action, a nonprofit corporation, and the successor to Central Missouri Counties' Human Development Corporation and the assignees of the May 20<sup>th</sup>, 1998 Agreement.

Section 1 of the agreement is amended with the addition of paragraph c, to read as follows:

c. Any proceeds, including payments of principal and interest, return on investment, or other program income resulting from the investment of HOME funds for eligible HOME activities may be retained by the Agency. Eligible activities may include operating costs as defined in 24 CFR Part 92.208, or other HOME eligible project costs defined at 24 CFR Part 92.206 within the City limits of Columbia. The total amount of CHDO proceeds expended for operating costs shall not exceed 10% of the CHDO set aside investment for each project. The Agency shall provide a report to the City on the receipt and use of all proceeds, including operating costs, on an annual basis.

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

ATTEST:

CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_  
Mike Matthes, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

Central Missouri Community Action, a nonprofit  
corporation, formerly Central Missouri Counties'  
Human Development Corporation

BY: \_\_\_\_\_

Darin Preis

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

# AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 1998, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter, "City" and Central Missouri Counties Human Development Corporation, a corporation of the State of Missouri (hereinafter, "Agency")

## 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, 15% of those funds are set aside for use by Community Housing Development Organizations (CHDO) in order to develop, sponsor and/or own affordable housing.

WHEREAS, Agency meets the requirements of CHDO designation as specified by the U.S. Department of Housing and Urban Development and intends to develop 4 new affordable housing units contained within 2 new single family attached dwellings at Hanover Boulevard.

NOW, THEREFORE, be it resolved that:

### 1. The City and the Agency agree as follows:

a. City agrees to provide Agency \$144,650 for the purpose of constructing two new single family attached dwellings each containing two affordable housing units, located at Hanover Boulevard in the City of Columbia, provided that the Agency satisfactorily demonstrates that they have effective management control of the development and will own, develop and/or sponsor said development. Assistance provided by the City shall be for construction costs only, as described in the funding proposal attached. Payments will be made to the Agency on a regular basis based on periodic estimates of completion of the project to be provided by the Agency.

b. Development shall comply with building codes of the City of Columbia and HUD-published Housing Quality Standards. Certification of compliance with each shall be provided the City by the Agency.

### 3. Other Provisions.

a. Agency agrees to all relevant procedures, regulations and guidelines established under the HOME Program described at 24 CFR Part 92, including Federal procurement standards in accordance CFR Part 85; labor standards at 92.354; the Model Energy Code published by the Council of American Building Officials, HUD Minimum Housing Quality Standards; Federal restrictions on lobbying; Section 3 of the Housing and Urban Development Act of 1968; asbestos and lead-based paint at 92.355; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act and regulations implementing the Act; flood insurance requirements at 92.358; MBE/WBE marketing; equal opportunity and fair housing requirements at 92.350; NEPA and HUD environmental review requirements at 92.352; subsidy layering requirements; and prohibited lease terms at 92.253. A plan for complying with these laws, regulations, procedures and guidelines shall be provided by the Agency and approved by the City prior to receiving funds.

b. The 4 dwelling units are all considered HOME-assisted, and therefore Agency agrees to abide by all relevant HOME program procedures, regulations and guidelines established under 24 CFR Part 92, and any amendments thereto, including but not limited to provision to the city of rent and income information, demonstrating that rents are affordable according to HUD requirements for a 20 year period commencing with the date HOME funds are first provided, prior to receiving funds. This rent requirement shall be ensured by recordation of a land use restriction on the property. Agency agrees to allow the City to review and approve all proposed rents and the owner must provide tenants not less than 30 days prior written notice before implementing approved increases in rents. Assistance provided under this agreement shall be repaid if at any time during the 20 year time period rents are determined by the City of Columbia not to be affordable.

c. Agency shall also provide the City the following prior to receiving funds: evidence of control of the site; after construction value appraisal; survey or plat of property and the site plan of project; Sources and Uses of Funds Statement, commitment letter from other funding sources; a fifteen year pro-forma; evidence that funds shall not be used for prohibited uses as described at 92.214; executed partnership and/or incorporation papers; cost estimate of the project and construction plans and specifications; property management plan, including rent control and income verification provisions; statement of qualifications of the property manager; and a marketing plan. Agency shall certify to the city that HOME funds do not provide more than 50% of it's annual operating budget during the year in which funds are provided. Agency further

agrees to develop a fair lease and grievance procedure, and a plan for allowing tenant participation in management decisions.

4. Records and reports.

a. Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. Agency shall permit City to inspect the premises to certify final completion, and shall then submit a "Project Completion Report" to the City upon completion of the project.

b. Agency agrees to provide an annual financial audit in accordance with 24 CFR parts 44 and 45 and comply with all other uniform administrative requirements of the HOME program described at 92.505.

c. Agency shall retain all records pertinent to the HOME program described at 92.508 (3) and (5) for the 20 year affordability period.

d. Agency shall maintain tenant data demonstrating tenant eligibility. Such data shall include, but not be limited to, tenant name, address, income level or other basis for determining eligibility, gender, race and size of household. 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.

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

CITY OF COLUMBIA, MISSOURI

BY: Raymond A. Beck  
Raymond A. Beck, City Manager

ATTEST:

Penny St. Romaine  
Penny St. Romaine, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann  
Fred Boeckmann, City Counselor

CENTRAL MISSOURI COUNTIES HUMAN  
DEVELOPMENT CORPORATION

BY: Gregory Taylor  
Title: Executive Director

ATTEST:

Gregory Taylor

**EXHIBIT C**  
**AMENDMENT TO CENTRAL MISSOURI COUNTIES' HUMAN DEVELOPMENT CORPORATION**  
**AGREEMENT**  
**DATED November 17th, 1999 – See Attachment A**

This Amendment to the Agreement dated November 17, 1999 made and entered into this 18th day of May, 2015 by and between the City of Columbia, Missouri, a municipal corporation, and Central Missouri Community Action, a nonprofit corporation, and the successor to Central Missouri Counties' Human Development Corporation and the assignees of the November 17<sup>th</sup>, 1999 Agreement.

Section 1 of the agreement is amended with the addition of paragraph d, to read as follows:

d. Any proceeds, including payments of principal and interest, return on investment, or other program income resulting from the investment of HOME funds for eligible HOME activities may be retained by the Agency. Eligible activities may include operating costs as defined in 24 CFR Part 92.208, or other HOME eligible project costs defined at 24 CFR Part 92.206 within the City limits of Columbia. The total amount of CHDO proceeds expended for operating costs shall not exceed 10% of the CHDO set aside investment for each project. The Agency shall provide a report to the City on the receipt and use of all proceeds, including operating costs, on an annual basis.

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

ATTEST:

CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_

Sheela Amin, City Clerk

\_\_\_\_\_  
Mike Matthes, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

Central Missouri Community Action, a nonprofit  
corporation, formerly Central Missouri Counties'  
Human Development Corporation

BY: \_\_\_\_\_

Darin Preis

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

## AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of NOV., 1999, by and among the City of Columbia, Missouri, a municipal corporation (hereinafter, City) and Central Missouri Counties Human Development Corporation, a corporation of the State of Missouri (hereinafter, "Agency").

## 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, 15% of those funds are set aside for use by Community Housing Development Organizations (CHDO) in order to develop, sponsor and/or own affordable housing.

WHEREAS, Agency meets the requirements of CHDO designation as specified by the U.S. Department of Housing and Urban Development and intends to develop eighteen (18) new affordable housing rental units on Cocoa Court and Glenover Court.

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

## 1. Grant for Construction of Affordable Housing.

a. City agrees to provide Agency \$80,400 for the purpose of constructing eighteen (18) affordable housing rental units located on Cocoa Court and Glenover Court in the City of Columbia, provided that the Agency satisfactorily demonstrates that they have effective management control of the development and will own, develop and/or sponsor said development. Assistance provided by the City shall be for construction costs only, as described in the funding proposal attached. Payments will be made to the Agency at construction completion based on audited Statements of Cost to be provided by the Agency.

b. Development shall comply with building codes of the City of Columbia and HUD-published Housing Quality Standards. Certification of compliance with each shall be provided the City by the Agency.

c. Assistance shall be provided in accordance with development budget, attached as "Exhibit A". Agency agrees that work performed under this agreement shall be commenced on or before November 12, 1999, and completed August 31, 2000. No costs incurred prior to the date of this agreement shall be paid for by funds provided by the HOME funds described in this agreement.

2. Other Provisions.

a. Agency agrees to all relevant procedures, regulations and guidelines established under the HOME Program described at 24 CFR Part 92, including Federal procurement standards in accordance CFR Part 85; labor standards at 92.354; the Model Energy Code published by the Council of American Building Officials, HUD Minimum Housing Quality Standards; Federal restrictions on lobbying; Section 3 of the Housing and Urban Development Act of 1968; asbestos and lead-based paint at 92.355; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act and regulations implementing the Act; flood insurance requirements at 92.358; MBE/WBE marketing; equal opportunity and fair housing requirements at 92.350; NEPA and HUD environmental review requirements at 92.352; subsidy layering requirements; and prohibited lease terms at 92.253. A plan for complying with these laws, regulations, procedures and guidelines shall be provided by the Agency and approved by the City prior to receiving funds.

b. The eighteen (18) dwelling units are all considered HOME-assisted and, therefore, Agency agrees to abide by all relevant HOME Program procedures, regulations and guidelines established under 24 CFR Part 92, and any amendments thereto, including but not limited to provision to the City of rent and income information, demonstrating that rents are affordable according to HUD requirements for a 20 year period commencing with the date HOME funds are first provided, prior to receiving funds. This rent requirement shall be ensured by recordation of a land use restriction on the property. Agency agrees to allow the City to review and approve all proposed rents and the owner must provide tenants not less than 30 days prior written notice before implementing approved increases in rents. Assistance provided under this agreement shall be repaid if at any time during the 20 year time period, rents are determined by the City of Columbia not to be affordable.

c. Agency shall also provide the City the following prior to receiving funds: evidence of control of the site; after construction value appraisal; survey or plat of the property and the site plan of

project; Sources and Uses Funds Statement, commitment letter from other funding sources; a fifteen year pro-forma; evidence that funds shall not be used for prohibited uses as described at 92.214; executed partnership and/or incorporation papers; cost estimate of the project and construction plans and specifications; property management plan, including rent control and income verification provisions; statement of qualifications of the property manager; and a marketing plan. Agency shall certify to the City that HOME funds do not provide more than 50% of its annual operating budget during the year in which funds are provided. Agency further agrees to develop a fair lease and grievance procedure and a plan for allowing tenant participation in management decisions.

d. Agency shall comply with the match provisions of the HOME Program.

3. Records and Reports.

a. Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. Agency shall permit the City to inspect the premises to certify final completion, and shall then submit a "Project Completion Report" to the City upon completion of the project.

b. Agency agrees to provide an annual financial audit in accordance with 24 CFR Parts 44 and 45 and comply with all other uniform administrative requirements of the HOME Program described at 92.505.

c. Agency shall retain all records pertinent to the HOME Program described at 92.508 (3) and (5) for the 20 year affordability period.

d. Agency shall maintain tenant data demonstrating tenant eligibility. Such data shall include, but not be limited to, tenant name, address, income level or other basis for determining eligibility, gender, race and size of household. Such information shall be made available to the 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.

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

CITY OF COLUMBIA, MISSOURI

BY: Raymond A. Beck  
Raymond A. Beck, City Manager

ATTEST:

Penny St. Romaine  
Penny St. Romaine, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann  
Fred Boeckmann, City Counselor

CENTRAL MISSOURI COUNTIES HUMAN  
DEVELOPMENT CORPORATION

BY: David L. Thayer  
David L. Thayer

TITLE: Executive Director

ATTEST:

David L. Thayer

**EXHIBIT D**  
**AMENDMENT TO CENTRAL MISSOURI COUNTIES' HUMAN DEVELOPMENT CORPORATION**  
**AGREEMENT**  
**DATED April 25th, 2000 – See Attachment A**

This Amendment to the Agreement dated April 25, 2000 made and entered into this 18th day of May, 2015 by and between the City of Columbia, Missouri, a municipal corporation, and Central Missouri Community Action, a nonprofit corporation, and the successor to Central Missouri Counties' Human Development Corporation and the assignees of the April 25<sup>th</sup>, 2000 Agreement.

Section 1 of the agreement is amended with the addition of paragraph d, to read as follows:

d. Any proceeds, including payments of principal and interest, return on investment, or other program income resulting from the investment of HOME funds for eligible HOME activities may be retained by the Agency. Eligible activities may include operating costs as defined in 24 CFR Part 92.208, or other HOME eligible project costs defined at 24 CFR Part 92.206 within the City limits of Columbia. The total amount of CHDO proceeds expended for operating costs shall not exceed 10% of the CHDO set aside investment for each project. The Agency shall provide a report to the City on the receipt and use of all proceeds, including operating costs, on an annual basis.

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

ATTEST:

CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_  
Sheela Amin, City Clerk

\_\_\_\_\_  
Mike Matthes, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

Central Missouri Community Action, a nonprofit  
corporation, formerly Central Missouri Counties'  
Human Development Corporation

BY: \_\_\_\_\_

Darin Preis

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

## AGREEMENT

THIS AGREEMENT, made and entered into this ~~25th~~ day of April, 2000, by and among the City of Columbia, Missouri, a municipal corporation (hereinafter, City) and Central Missouri Counties Human Development Corporation, a corporation of the State of Missouri (hereinafter, "Agency").

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, 15% of those funds are set aside for use by Community Housing Development Organizations (CHDO) in order to develop, sponsor and/or own affordable housing.

WHEREAS, Agency meets the requirements of CHDO designation as specified by the U.S. Department of Housing and Urban Development and intends to develop eighteen (18) new affordable housing rental units on Cocoa Court and Glenover Court.

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

1. Grant for Construction of Affordable Housing.

a. City agrees to provide Agency \$52,650 for the purpose of constructing eighteen (18) affordable housing rental units located on Cocoa Court and Glenover Court in the City of Columbia, provided that the Agency satisfactorily demonstrates that they have effective management control of the development and will own, develop and/or sponsor said development. Assistance provided by the City shall be for construction costs only, as described in the funding proposal attached. Payments will be made to the Agency at construction completion based on audited Statements of Cost to be provided by the Agency.

b. Development shall comply with building codes of the City of Columbia and HUD-published Housing Quality Standards. Certification of compliance with each shall be provided the City by the Agency.

c. Assistance shall be provided in accordance with development budget, attached as "Exhibit A". Agency agrees that work performed under this agreement shall be commenced on or before November 12, 1999, and completed August 31, 2000. No costs incurred prior to the date of this agreement shall be paid for by funds provided by the HOME funds described in this agreement.

2. Other Provisions.

a. Agency agrees to all relevant procedures, regulations and guidelines established under the HOME Program described at 24 CFR Part 92, including Federal procurement standards in accordance CFR Part 85; labor standards at 92.354; the Model Energy Code published by the Council of American Building Officials, HUD Minimum Housing Quality Standards; Federal restrictions on lobbying; Section 3 of the Housing and Urban Development Act of 1968; asbestos and lead-based paint at 92.355; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act and regulations implementing the Act; flood insurance requirements at 92.358; MBE/WBE marketing; equal opportunity and fair housing requirements at 92.350; NEPA and HUD environmental review requirements at 92.352; subsidy layering requirements; and prohibited lease terms at 92.253. A plan for complying with these laws, regulations, procedures and guidelines shall be provided by the Agency and approved by the City prior to receiving funds.

b. The eighteen (18) dwelling units are all considered HOME-assisted and, therefore, Agency agrees to abide by all relevant HOME Program procedures, regulations and guidelines established under 24 CFR Part 92, and any amendments thereto, including but not limited to provision to the City of rent and income information, demonstrating that rents are affordable according to HUD requirements for a 20 year period commencing with the date HOME funds are first provided, prior to receiving funds. This rent requirement shall be ensured by recordation of a land use restriction on the property. Agency agrees to allow the City to review and approve all proposed rents and the owner must provide tenants not less than 30 days prior written notice before implementing approved increases in rents. Assistance provided under this agreement shall be repaid if at any time during the 20 year time period, rents are determined by the City of Columbia not to be affordable.

c. Agency shall also provide the City the following prior to receiving funds: evidence of control of the site; after construction value appraisal; survey or plat of the property and the site plan of



project; Sources and Uses Funds Statement, commitment letter from other funding sources; a fifteen year pro-forma; evidence that funds shall not be used for prohibited uses as described at 92.214; executed partnership and/or incorporation papers; cost estimate of the project and construction plans and specifications; property management plan, including rent control and income verification provisions; statement of qualifications of the property manager; and a marketing plan. Agency shall certify to the City that HOME funds do not provide more than 50% of its annual operating budget during the year in which funds are provided. Agency further agrees to develop a fair lease and grievance procedure and a plan for allowing tenant participation in management decisions.

d. Agency shall comply with the match provisions of the HOME Program.

3. Records and Reports.

a. Agency shall provide all information needed for compliance monitoring purposes by the City or the U.S. Department of Housing and Urban Development. Agency shall permit the City to inspect the premises to certify final completion, and shall then submit a "Project Completion Report" to the City upon completion of the project.

b. Agency agrees to provide an annual financial audit in accordance with 24 CFR Parts 44 and 45 and comply with all other uniform administrative requirements of the HOME Program described at 92.505.

c. Agency shall retain all records pertinent to the HOME Program described at 92.508 (3) and (5) for the 20 year affordability period.

d. Agency shall maintain tenant data demonstrating tenant eligibility. Such data shall include, but not be limited to, tenant name, address, income level or other basis for determining eligibility, gender, race and size of household. Such information shall be made available to the 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.

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

CITY OF COLUMBIA, MISSOURI

BY: Raymond A. Beck  
Raymond A. Beck, City Manager

ATTEST:

Penny St. Reimaine  
Penny St. Reimaine, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann  
Fred Boeckmann, City Counselor

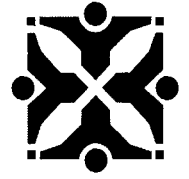
CENTRAL MISSOURI COUNTIES HUMAN  
DEVELOPMENT CORPORATION

BY: David L. Thayer  
David L. Thayer

TITLE: Executive Director

ATTEST:

Latith Ann Martin



## SUPPORTING DOCUMENTS INCLUDED WITH THIS AGENDA ITEM ARE AS FOLLOWS:

Articles of Amendment for a Nonprofit Corporation



**State of Missouri**  
**Robin Carnahan, Secretary of State**

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number: 200527921106  
N00006257  
Date Filed: 10/05/2005  
Robin Carnahan  
Secretary of State

**Articles of Amendment  
for a Nonprofit Corporation**  
(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

- (1) The name of corporation is: Central Missouri Counties' Human Development Corporation
- (2) The amendment was adopted on July 14, 2005 and changed article(s) 1 to state as follows:  
month/day/year  
The name of the corporation is: Central Missouri Community Action.

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): ✓

(4) If approval by members was required, check here and provide the following information: \_\_\_\_\_

- A. Number of memberships outstanding: \_\_\_\_\_
- B. Complete either C or D:
- C. Number of votes for and against the amendments(s) by class was:

| Class: | Number entitled to vote: | Number voting for: | Number voting against: |
|--------|--------------------------|--------------------|------------------------|
| _____  | _____                    | _____              | _____                  |
| _____  | _____                    | _____              | _____                  |

*Please see next page*

Name and address to return filed document:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip Code: \_\_\_\_\_

State of Missouri  
Amend/Restate - NonProfit 2 Page(s)



T0527858632

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:                      Number Voting undisputed:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: \_\_\_\_\_

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

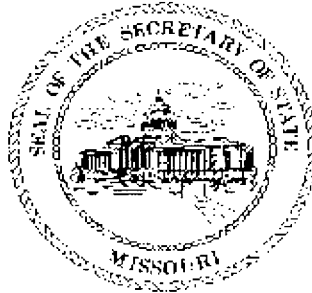
David E. Burgook  
*Authorized signature of officer or chairman of the board*

DAVID E. BURGOOK  
*Printed Name*

Board President  
*Title*

9-29-05  
*Date*

# State of Missouri



Robin Carnahan  
Secretary of State

CERTIFICATE OF AMENDMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,

*Central Missouri Community Action*  
*N00006257*

Formerly,

*CENTRAL MISSOURI COUNTIES' HUMAN DEVELOPMENT CORPORATION*

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set  
my hand and imprinted the GREAT SEAL  
of the State of Missouri, on this, the 5th day  
of October, 2005.

A handwritten signature in cursive script that reads "Robin Carnahan".

Secretary of State

