

AMENDED AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 2018, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "City"), and the Housing Authority of the City of Columbia, a municipal corporation of the State of Missouri (hereinafter "Agency"), and Oak Towers Housing Development Group, LP, a Missouri limited partnership (hereinafter "Property Owner").

WITNESSETH:

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

WHEREAS, Agency is a qualified Program participant and indirectly affiliated with Property Owner, which is in need of funds to rehabilitate housing units located 700 N. Garth, Columbia, Missouri; to maintain affordable housing for low income populations;

WHEREAS, the Agency heretofore conveyed to Property Owner and Property Owner now owns a property that is being rehabilitated to provide decent housing in housing units legally described as;

A tract of land in consisting of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8), and part of vacated Lynn Street, in John A. Stewart's Subdivision of the Southeast Quarter (SE 1/4) of the Northwest (NW ¼) of Section Twelve (12), Township Forty-eight (48) North, Range Thirteen (13) West, of the Fifth (5th) Principle Meridian, in the City of Columbia, Boone County, Missouri, as shown by the plat thereof recorded in Plat Book 1, Page 21, Records of Boone County, Missouri, said tract of land being shown and described by the survey thereof made on February 6, 1964 by James S. Reed and recorded February 14, 1964 in Book 333, Page 177, Records of Boone County, Missouri.

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

1. Statement of Work:
 - a. Subject to the terms and conditions of this Agreement the City agrees to provide the Property Owner EIGHTY THOUSAND DOLLARS (\$80,000) to provide improvements to the building and property located at 700 North Garth Avenue, Columbia, Missouri; in accordance with items included in the FY2016 application for HOME funding provided by the Agency. HOME funded units under this agreement shall be float funded. Maximum HOME funding expended per unit shall be \$40,000. Funding shall be provided in the form of a secured loan, to be repaid without interest upon sale or use of the property for a purpose that does not comply with 24 CFR 92.206 or for uses prohibited by 24 CFR 92.214. Failure of Agency or Property Owner to comply with all terms, conditions and requirements of the HOME Investment Partnership Program shall require repayment of funds to the City of Columbia.
2. Levels of Accomplishment – Goals and Performance Measures: The Agency and Property Owner shall cause the Property Owner to rehabilitate 4 units over the period of this agreement, in accordance with the following:
 - a. The Agency and the Property Owner agree to begin utilization of HOME funds prior to February 1, 2018.
 - b. The Agency and the Property Owner agree to have 50% of HOME funds expended by July 1, 2018
 - c. The Agency and the Property Owner agree that all work shall be completed and funds expended prior to July 1, 2019.
 - d. Should progress on this project fall short of the above listed milestones, the amount of funding, time frame for project completion, and the ability of the Agency to complete the project may be reviewed by the Community Development Commission and City Council, and subject to termination without reimbursement of additional expenditures.

- e. The Agency's obligation shall not end until all close-out requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments; disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Agency), and determining custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Agency has control over HOME funds, including program income.

3. Payments:

- a. Upon presentation of proper documentation by the Agency, the City will reimburse the Property Owner for the Property Owner's costs of construction and design and inspection services, including all improvements to the building at 700 N. Garth, Columbia, Missouri for which the City is being billed consistent with the agency's FY 2016 HOME application. Final payment shall not be made until compliance with the above requirements is met. Documentation needed to secure payment shall include the following: payment request form; paid invoices; documentation of Davis-Bacon prevailing wage compliance, lien waivers from contractors, material suppliers, subcontractors; and copies of all contracts executed by the Agency that include applicable requirements and regulations contained in this agreement.
- b. The Property Owner 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 and Property Owner agree to document all matching resources for this project, which can include cash, in-kind services, or other sources of funding, and provide a report to the City upon completion of the project detailing matching resources.

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

6. Records and Reports:

- a. The Agency and Property Owner 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 and Property Owner agree to provide an annual financial audit and comply with all other uniform administrative requirements of the HOME Investment Partnerships Program.
- c. Upon completion of the project, the Agency and Property Owner shall provide information, in a format prescribed by the Department of Housing and Urban Development, concerning the following: demographics of each occupant; the race, ethnicity, and household status of each occupant. Information proving the income of each person residing at the house shall be provided to the City on an annual basis and shall be made available by the Agency to the city upon request.
- d. In addition to income information, the Agency and Property Owner 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 and the Property Owner agree 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 and the Property Owner agree 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 and the Property Owner agree 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 and the Property Owner agree 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 and the Property Owner 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 and Property Owner agree 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 and Property Owner agree to comply with the prohibitions at 24 CFR Part 24 on the use of debarred, suspended or ineligible contractors.
- g. The Agency and Property Owner agree 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 and Property Owner shall procure all materials, property, contracts, and services in accordance with 24 CFR Part 84.40-48.
- i. The Agency and Property Owner shall comply with labor standards provisions of HUD regulations 24 CFR Part 570.603.
- j. The Agency and Property Owner agree to comply with Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.603, and State regulations regarding the administration and enforcement of labor standards; Davis Bacon Act with respect to prevailing wage rates; Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.
- k. The agency shall use the HUD Part 5 definition of income for determining occupant eligibility. Prior to signing a lease, income must be verified for all new tenants using source documentation accordance with 24 CFR 92.203(a)(1)(i). Occupant households must be at 60% or below the HUD defined area median income level. Source documentation must be reviewed at the time of signing a lease and at least every 6 years thereafter.

- l. The affordability period shall be based on the date of project completion defined by 24 CFR 92.2. In accordance with 24 CFR 92.252(e), HOME float funded units under this agreement shall maintain an affordability period consistent with HUD guidelines for 10 years from date of completion.
 - m. Rent rates shall be approved by the City of Columbia and in accordance with annual limits provided by HUD. The Agency must obtain City approval before implementing HOME unit rent increases.
 - n. This project must meet requirements of the Uniform Relocation Act (URA).
 - o. The Agency and Property Owner shall maintain a Section 3 and MBE/WBE plan to ensure adequate marketing and solicitation of Section 3 and MBE/WBE contractors.
 - p. The Agency and Property Owner shall establish a written tenant selection plan consistent with the requirements of 24 CFR 92.253(d).
 - q. The Agency and Property Owner shall establish an affirmative marketing plan that meets requirements set forth in 24 CFR 92.351(a)(2).
 - r. The Agency and Property Owner shall utilize 1 year leases with occupants unless mutually agreed to by the occupant and Agency. The Agency and Property Owner shall not include prohibited lease provisions identified under 24 CFR 92.253.
 - s. The Agency and Property Owner shall maintain compliance with conflict of interest provisions stated in 92.356. The provision shall cover services provided for, or by, persons who are employees, agents, officers, or Board members of the Agency; or elected officials or employees of the City of Columbia, unless otherwise granted a written exception by the City.
 - t. The Agency and Property Owner shall be subject to annual monitoring to review HOME funded units for compliance under 24 CFR 92.504(d)(1). The City reserves the right to conduct file reviews on a more frequent basis based on compliance deficiencies identified in previous monitoring reports.
8. Compliance: Upon finding that the Agency materially fails to comply with any term of this Agreement, any HOME funds on hand at the time of such funding shall be transferred to the City of Columbia and future HOME assistance may be denied.
 9. Reversion of Assets: Upon expiration of this agreement, the Agency must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
 10. Notice to Transferees: If the Property Owner sells, transfers, exchanges or encumbers the property at any time after the initial date of HOME expenditures on the property described in the Agreement, Agency and Property Owner shall notify City in writing thirty (30) days prior to closing and the Agency and Property Owner shall notify in writing and obtain the agreement of any buyer, successor, transferee or lender, or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. The Owner agrees that the City may void any sale, transfer, exchange or encumbrance of the Property if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.

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

ATTEST:

CITY OF COLUMBIA, MISSOURI

Sheela Amin, City Clerk

BY: _____
Mike Matthes, City Manager

APPROVED AS TO FORM:

COLUMBIA HOUSING AUTHORITY

Nancy Thompson, City Counselor

BY: _____
Phil Steinhaus, CEO

OAK TOWERS HOUSING DEVELOPMENT GROUP, LP, a Missouri limited partnership

By: Oak Towers Housing GP, LLC,
a Missouri limited liability company, general partner

By: Columbia Community Housing Trust,
a Missouri non-profit corporation, sole member

By: _____
Genie Rogers, President

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 2670116603 COMM DEV _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore

Michele Nix, Director of Finance