

**NEIGHBORHOOD STABILIZATION PROGRAM OPERATING AGREEMENT and  
TRANSFER OF TITLE, 603 N. FOURTH STREET**

THIS AGREEMENT is made and entered into on the date of the last signatory below, by and between the City of Columbia, Missouri, a municipal corporation of the State of Missouri (hereinafter "City") and Central Missouri Community Action, a Missouri non-profit corporation (hereinafter "CMCA" or "Agency").

WITNESSETH:

WHEREAS, the City received Neighborhood Stabilization Program (NSP) funds from the Department of Housing and Urban Development (HUD) for the purpose of retaining and adding to the supply of affordable housing in the community, and

WHEREAS, the City acquired the following described property for three thousand nine hundred and sixty dollars (\$3,960.00) in NSP funds:

The north forty (40) feet of Lot Number Fourteen (14) in McBaine Addition to the City of Columbia, Missouri.

(hereinafter referred to as the "Property"); and

WHEREAS, the City will be transferring title to the Property to Central Missouri Community Action (CMCA) in order to develop affordable housing units; and

WHEREAS, CMCA owns adjacent property and is currently developing that property as a HOME-funded project referred to as "Providence Landing," and meets the requirements of HUD for a HOME match.

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

1. Eligible Activities. The City shall transfer title of 603 N. Fourth Street for the purpose of developing the property as an affordable rental or owner-occupied housing units. The Agency agrees that as a condition of receiving this property; it will (a) maintain the property in a manner that is consistent with the requirements outlined by the Department of Housing and Urban Development at 24 CFR 92.252 (a), (c), (e) and (f) and with the requirements of 24 CFR 92.254.
2. Program Income and Sales Proceeds. CMCA shall maintain an accounting system to account for NSP income and operational expenses associated with the Property. Income received from rent payments shall be defined as rent payments less property management expenses including: staffing, maintenance, capital expenditures, and reserve accounts. CMCA shall retain a separate NSP income account for the development of affordable housing consistent with the requirements outlined by the Department of Housing and Urban Development at 24 CFR 92.252 (a), (c), (e) and (f) and with the requirements of 24 CFR 92.254.

Upon sale of the property to a qualified buyer, CMCA shall comply with the directives and guidance issued by HUD in its November 25, 2014 NSP Policy Alert and any supplemental guidance issued by HUD.

3. Homebuyer Requirements. The Agency shall be responsible for the sale of the property to a tenant that meets current NSP requirements for a household with not greater than 120% of the Median Family Income as defined by HUD for the NSP Program. Homebuyers shall have completed not less than 8 hours of Homebuyer Counseling.

4. Rental Requirements. The Agency shall be responsible for the rental of the property to a tenant that meets current NSP Program requirements for a household with not greater than 50% of the Median Family Income as defined by HUD. The Agency is required to maintain the property to a standard that meets the most current City Property Maintenance Code.

5. City Recognition. CMCA shall ensure recognition of the role of the City NSP funds assisting in the development of this project, including reference to the support provided herein in all publications made possible with funds available under this Agreement; and signage located at the construction site.

6. Applicable Federal Regulations:

(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 Chapter 643 RSMO of the Missouri Air Conservation Law and State Asbestos Regulation 10 CSR 10-6.080, and all other related applicable Federal and State regulations.

(c) The Agency agrees to comply with the following laws governing fair housing and equal opportunity including: Title VI of the Civil Rights Act of 1964 and Executive Order 11063, the Fair Housing Act with implementing regulations at 24 CFR part 100-115, the Age Discrimination Act of 1975 with implementing regulations at 24 CFR Part 146, and Section 109 of the Housing and Community Development Act of 1974.

(d) The Agency agrees to comply with the following laws and regulations regarding equal opportunity in employment and contracting: Executive Order 11246 with implementing regulations at 41 CFR Part 60, Section 3 of the Housing and Urban Development Act of 1968 regarding employment by lower income local residents, and Executive Orders 11625, 12432, and 12138 regarding outreach to minority and female owned businesses.

(e) In accordance with the provisions of 24 CFR 85, the Agency agrees that the City may suspend or terminate this Agreement should the Agency materially fail to comply with any of the terms of this Agreement and that the award may be terminated for convenience in accordance with 24 CFR Part 85.44.

(f) Upon finding that the Agency materially fails to comply with any term of this Agreement, the properties and any NSP program income on hand at the time of such funding shall be transferred to the City of Columbia and future NSP funding may be denied.

(g) The Agency shall comply with the conflict of interest provisions of HUD regulations at 24 CFR Part 92.356, which governs the procurement of supplies and contracts and the provision of services to clients. The provisions cover services provided for, or by, persons who are employees, agents, or elected officials of the City of Columbia.

(h) The Agency agrees to not use debarred, suspended or ineligible contractors as defined by 24 CFR Part 92.350 (a).

(i) The Agency agrees to provide a copy of its annual financial audit to the City.

7. Records and Reports:

(a) The Agency shall provide all information needed for compliance monitoring purposes by the City and the U.S. Department of Housing and Urban Development. The Agency shall permit City to inspect the property on a yearly basis as a part of its annual rental compliance monitoring.

(b) The Agency shall retain all records pertinent to the NSP program and shall allow access to such records upon request and during monitoring visits.

(c) The Agency shall maintain data demonstrating rental occupant and home buyer eligibility. Such data shall include, but not be limited to, name, address, income level or other basis for determining eligibility, gender, race and size of household.

8. Notice to Transferees. If the Agency or a successor sells, transfers, exchanges or encumbers the Property at any time after the initial date of NSP Program expenditures on the property described in this Agreement, the Agency or the successor shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Property or any interest therein that such acquisition is subject to the requirements of this Agreement. The Agency agrees that the City may void any sale, transfer, exchange or encumbrance of the Property if the buyer or successor or other person fails to assume in writing the requirements of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials and officers on the day and year written below.

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, City Manager

Date: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

**CENTRAL MISSOURI COMMUNITY ACTION**

By:  \_\_\_\_\_  
Darin Preis, Executive Director

Date: 9/26/23