

COUNCIL ACTION FORM

SUBJECT: **UPDATE TO CDBG ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE STUDY**

BACKGROUND:

As a requirement of the federal Community Development Block Grant (CDBG) Program, entitlement communities are required to conduct an Analysis of Impediments to Fair Housing Study of their jurisdictions at least once during their 3 or 5 Year Consolidated Plan period. The purpose of the Analysis is to identify the impediments and barriers to Fair Housing within the respective entitlement communities. The Analysis information is then utilized to create a "working document" for how the said barriers and impediments can be addressed and/or eliminated within the programs and project outlined in the Annual Action Plans.

In 2008 the City contracted with Hanna:Keelan & Associates, P.C. of Lincoln, Nebraska in the amount of \$18,000 to complete the City's first study. The City is currently in the fourth year of a 5-year (2009-2014) Consolidated Plan. The study sought to collect and identify the following information:

1. Analyze the Availability of Fair Housing Choice in Ames, with regard to:
 - A. Public Sector Issues and Conditions
 1. Zoning and Site Selection
 2. Neighborhood Revitalization, Municipal and Other Services, Employment-Housing-Transportation Linkage
 3. Public Housing Authority (PHA) and Other Assisted/Insured Housing Provider Tenant Selection Procedures; Housing Choices for Certificate and Voucher Holders
 4. Sale of Subsidized Housing and Possible Displacement
 5. Property Tax Policies
 6. Planning and Zoning Boards
 7. Building Codes (Accessibility)
 - B. Private Sector Lending Policies and Practices
 - C. Public and Private Sector Conditions
 1. Fair Housing Enforcement
 2. Informational Programs
 3. Visitability (physical accessibility) in Housing
2. Examine the existing conditions as they pertain to housing and housing choices in

Ames and answer questions regarding the availability of equal housing on the basis of race, color, creed, sex, religion, national origin, disability, age, familial status, or sexual orientation.

Include review of census information about demographic characteristics, income, employment, transportation, ethnic or racial concentrations, housing characteristics, public policies and current city laws/ordinances/programs regarding fair housing/equal opportunity and human rights cases involving housing.

3. Identify key players in the local housing arena and investigate the roles they play, including but not limited to:

Tenants	Landlords
Non-profit housing providers	Banks
Realtors	Developers
Legal Services	Neighborhood Associations
Human Rights Staff/Commission	Planning/Zoning Staff/Commission
City Council	Property Insurers
Housing Staff/Commission	Other Community Institutions

4. Select key player interviews to elicit information and/or perceptions regarding housing, housing choice, access to housing, etc. in Ames that would help provide answers to the required areas of analysis identified in item 1 above.
- 5 Identify barriers/impediments to fair housing in Ames.
6. Recommend actions/strategies (both public and private) to overcome and/or eliminate the identified barriers or impediments.

From the initial study, six recommendations were formulated from the opinions and perceptions of persons who participated in the Housing Survey and the Listening Sessions, along with staff's response to each of the recommendations. The full version of the study can be found on the City's web page at <http://www.cityofames.org/Housing>.

Staff has been assisting in the updating of the City's overall Affirmative Action Plan and Limited English Proficiency (LEP) Policy and completing an update of the Analysis of Impediments to Fair Housing Study would greatly assist in generating needed data to formulate the policies and guidelines for the Affirmative Action Plan and LEP Policy Update.

To accomplish an effective mechanism for updating the study, staff has updated all background information except for implementing the survey questionnaire, community input sessions and data analysis and conclusions. To insure that the above three items are properly implemented, staff has reached out to ISU Community and Economic Development (CED) and Institute for Design Research and Outreach to assist with this stage of the update. This same group assists the City in conducting our annual Resident Satisfaction Survey. This group has agreed to perform the needed survey work for a fee of

\$5,000, which will be paid from the CDBG administrative allocation.

Attached is an agreement that outlines both parties' responsibilities in partnering to complete this update study.

ALTERNATIVES:

1. The City Council can approve the attached agreement in the amount of \$5,000 with the ISU Community and Economic Development (CED) and Institute for Design Research and Outreach to assist the City in updating the Analysis of Impediments to Fair Housing Choice Study.
2. The City Council can decline to approve the attached agreement, and direct staff to pursue other avenues for completing this study.

MANAGER'S RECOMMENDED ACTION:

This study is a working document for the City to utilize as appropriate in updating the City's CDBG Consolidated Plan and Annual Action Plans. The CDBG guidelines require that this type of study be completed at least once during each five-year Comprehensive Plan period.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the attached agreement in the amount of \$5,000 with the ISU Community and Economic Development (CED) and Institute for Design Research and Outreach to assist the City in updating its Analysis of Impediments to Fair Housing Choice Study.

AGREEMENT BETWEEN CITY OF AMES AND IOWA STATE UNIVERSITY

This agreement is for performance of a project by and between the **CITY OF AMES**, with offices at 515 Clark Ave., Ames, IA 50010, and IOWA STATE UNIVERSITY with offices at 1138 Pearson Hall, Ames, IA 50011-2207 (ISU).

ISU has proposed a project with CITY as detailed in Exhibit A and detailed budget included therein, deemed incorporated into and made an integral part of this agreement.

The parties agree as follows:

Article 1. Project.

The scope of work, timeline and budget (hereinafter "Project") are detailed in Exhibit A and incorporated herein.

Article 2. Period of Performance.

The period of performance for this agreement is November 15, 2012 to May 1, 2013. No change in the dates of the period of performance shall be made unless agreed to in writing by all parties to this agreement.

Article 3. Key Personnel.

CITY's key contact for the agreement is Vanessa Baker-Latimer, Housing Coordinator. ISU's Principal Investigator for this project shall be Dr. Timothy Borich, Associate Dean, and Nora Ladjahasan as the project coordinator.

Article 4. Deliverables.

ISU shall provide Deliverables as listed in Exhibit A.

Article 5. Expenditures and Payment of Invoices.

As compensation for this fixed priced agreement, CITY agrees to pay ISU for performance of work in the amount not to exceed FIVE THOUSAND DOLLARS (US\$5,000.00), as specified in Exhibit A. CITY shall not be obligated to pay ISU for any costs incurred in excess of this fixed amount. CITY agrees to make payments based on the following schedule:

03/1/2013 \$5,000.00 At the submission of the final report

Invoices from ISU shall be sent to Vanessa Baker-Latimer, Housing Coordinator., 515 Clark Ave., Ames, IA 50010, for the project set forth in Exhibit A. Payment will be made within 30 days of receiving proper invoices.

Article 6. Publication.

ISU may publish the results of the Project, but will send all publications to CITY at least thirty (30) days prior to public disclosure to provide opportunity for review and comment. ISU shall consider CITY's comments and suggested modifications. If CITY raises no objection within the notification period above, then ISU has the right to proceed with publication.

Article 7. Confidentiality.

The Parties acknowledge that it may be necessary to disclose information to the other Party that is considered proprietary or confidential ("Confidential Information"). If the provider of information considers the information as Confidential Information, it shall be identified as such in writing or marked "CONFIDENTIAL". If orally disclosed to or observed by the recipient, Confidential Information shall be reduced to writing by the provider, marked "CONFIDENTIAL," and delivered to recipient within thirty (30) days of disclosure. Confidential Information shall be maintained as confidential for three (3) years from the completion of this agreement.

Article 8. Intellectual Property.

Subject to any pertinent obligations to other CITY's and the federal government, including the provisions of Public Laws 96-517 and 98-620, intellectual property which results from this Project which is created solely by ISU employees will be owned by ISU (ISU's IP), intellectual property created solely by CITY employees will be owned by CITY (CITY's IP), intellectual property created jointly by ISU employees and CITY's employees will be owned jointly by ISU and CITY (Joint IP).

Article 9. Amendments.

Amendments or changes to this Agreement must be in writing and signed by each party's authorized representative.

Article 10. Termination/Cancellation.

This agreement may be terminated by either party at any time upon issuing of written notice sixty (60) days prior to termination or at any time upon mutual agreement of the parties.

Article 11. Entire Agreement.

This Agreement, including any exhibits, attachments and provisions incorporated by reference, constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, among the parties hereto with respect to the subject matter hereof.

IOWA STATE UNIVERSITY

CITY OF AMES

Debbra Matney Date
Senior Award Administrator
Office of Sponsored Programs Administration

Vanessa Baker-Latimer Date
Housing Coordinator

EXHIBIT A
PLAN of Work and Budget

City of Ames 2012 Fair Housing Choice Survey

Project fee: \$5,000

ISU Community and Economic Development (CED) and Institute for Design Research and Outreach (ISU) will do the following:

- help in the formulation of the questions and format the survey,
- develop online surveys,
- email the surveys to respondents with email addresses,
- get the ISU-IRB approval for the survey,
- do the random sampling (selection of prospective participants using the 96% confidence level and confidence interval of 5),
- facilitate two focus group sessions (community extension specialist),
- enter the data,
- analyze the data, prepare tables/graphs,
- prepare the final report.

The City of Ames, housing department's contributions to the project are:

- work with ISU on the development of questionnaires,
- provide the population list to ISU for sample size determination and list of actual respondents,
- provide email addresses of prospective respondents to ISU,
- print the questionnaire,
- advertise the survey,
- mail postcards to prospective respondents indicating the website address of the survey,
- mail the surveys to the prospective respondents, and
- send the completed surveys to ISU for data entry.

Data analysis and writing of the report will be done by ISU. The main role of CED/ISU is to produce the frequencies, corresponding tables and graphs, and other basic statistical analysis. This report (both digital and 2 hard copies) will be delivered to the City of Ames.

The fee will cover our costs for the development of the questionnaire, data entry, clean up and analysis, and report writing.

Budget

Data entry -----	\$1,000
2 Focus Groups -----	\$1,000
Sampling, Data Analysis and Write-up -----	\$3,000
Total -----	\$5,000