

**AN AMENDMENT TO A CERTAIN AGREEMENT
BETWEEN THE URBANA HOME CONSORTIUM
AND ECOLOGICAL CONSTRUCTION LABORATORY**

(Affordable Homeownership Program – Passive Solar House FY2004-2005)

This Agreement is made this _____ day of **November, 2005**, between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “**GRANTOR**”), and **Ecological Construction Laboratory**, an Illinois Not-For-Profit Organization (hereinafter “**AGENCY**”).

WITNESSETH:

WHEREAS, the City of Urbana, the City of Champaign, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter “HUD”) for purposes of receiving HOME Investment Partnership (hereinafter “HOME”) Program funds in the name of the Urbana HOME Consortium under provisions of Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 *et seq.*) (hereinafter the “National Affordable Housing Act”); and

WHEREAS, the Urbana HOME Consortium has received HOME Program funds from HUD for the period beginning July 1, 2004, and ending June 30, 2005, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the GRANTOR, as the administrator of a HOME Program, has authority of the under the provisions of the HOME Program to amend the HOME Agreements; and

WHEREAS, on June 20, 2005, the Urbana City Council passed Ordinance No. 2005-06-083 approving an Urbana HOME Consortium Subrecipient Agreement (Ecological Construction Laboratory Affordable Homeownership Passive Solar House FY 2004-05).

WHEREAS, the City and the AGENCY desire to amend said Agreement to clarify certain conditions.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the parties agree as follows:

Section 6 Part B. Reports on page 9 which reads as follows:

B. Reports

The Developer must submit quarterly reports no more than ten (10) days after the end of each quarter. The following table lists the end of the quarter and the corresponding quarterly report due date:

<i>Quarter</i>	<i>Period</i>	<i>Quarterly Report Due Date</i>
<i>1st</i>	<i>July 1 – September 30</i>	<i>October 10, 2005</i>
<i>2nd</i>	<i>October 1 – December 31</i>	<i>January 10, 2006</i>
<i>3rd</i>	<i>January 1 – March 31</i>	<i>April 10, 2006</i>
<i>4th (year-end)</i>	<i>April 1 – June 30</i>	<i>July 10, 2006</i>
<i>5th</i>	<i>July 1 – September 30</i>	<i>October 10, 2006</i>
<i>6th</i>	<i>October 1 – December 31</i>	<i>January 10, 2007</i>
<i>7th</i>	<i>January 1 – March 31</i>	<i>April 10, 2007</i>
<i>8th (completion)</i>	<i>April 1 – June 30</i>	<i>July 10, 2007</i>

The quarterly reports shall be submitted by the DEVELOPER quarterly until the final house has been constructed and transferred to the homebuyer. A sample is attached as “Attachment I”.

Shall be replaced with the following:

B. Reports

The Developer must submit monthly reports no later than the fifteenth day of each month. In addition, a comprehensive summary of project progress made shall be submitted no later than thirty (30) days following the execution of this Amendment. The following table outlines the schedule of report due dates:

<i>Period</i>	<i>Report Due Date</i>
<u><i>July 1 – October 30, 2005</i></u>	<u><i>November 15, 2005</i></u>
<u><i>November 1 – 30, 2005</i></u>	<u><i>December 15, 2005</i></u>
<u><i>December 1 – 30, 2005</i></u>	<u><i>January 15, 2006</i></u>
<u><i>Etc., submitted monthly throughout project duration until:</i></u>	
<u><i>May 1 – June 15, 2007</i></u>	<u><i>June 30, 2007</i></u>

The report format is attached as “Attachment I” of this Amendment.

Further, the following provisions are to be added to the agreement:

Environmental Conditions

A. Air and Water

The AGENCY agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

All other provisions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and corporate seals affixed hereto, all on the day and year first above written.

CITY

SUBGRANTEE

By: _____

By: _____

Attest: _____

Attest: _____

SEAL

SEAL

Attachment I
Sample Monthly Report Required By the Urbana HOME Consortium

ECOLOGICAL CONSTRUCTION LABORATORY

Affordable Homeownership Program

Monthly Progress Report

Month: _____

I. Property & Planning

Site Preparation Status: Ready Not Ready

If not ready, explain how this goal is being accomplished:

Plan Development: How have the site plans changed in the last month?

II. Homebuyer Outreach

Number of new households contacted this month: _____

Organizational outreach: List the agencies with whom you have worked this month toward the goal of identifying homebuyers, and describe the activities undertaken.

How many potential homebuyers have been through pre-approval screening with a lender? _____

How many potential homebuyers have been through the income verification process?

III. Contractor/Construction

Bidding Process: Announced Bids Received Bid Accepted

Construction Schedule: Started Stalled Complete

If Started, enter percentage completed: _____

If Stalled, please explain:

IV. Overall Project Progress

Is the project proceeding according to the most current Schedule of Activities submitted? _____

If not, explain, and submit an updated Schedule of Activities with this report.

Is the project staying within the budget established? _____

If not, please explain:

AN ORDINANCE APPROVING AN AMENDMENT TO
AN URBANA HOME CONSORTIUM SUBRECIPIENT AGREEMENT

(Ecological Construction Laboratory
Affordable Homeownership Program 2004-2005
Passive Solar House Ownership Program)

WHEREAS, The City Council of the City of Urbana, Illinois, has found and determined that execution of the attached Subrecipient Agreement Amendment is desirable and necessary to carry out one of the corporate purposes of the City of Urbana, to wit: implementation of Strategies and Objectives to Address the Affordable Housing Needs of Low and Moderate Income Households described in the *Urbana HOME Consortium and the City of Urbana Consolidated Plan for Program Years 2000-2004*, and the *Urbana HOME Consortium and the City of Urbana Consolidated Plan for Program Years 2005-2009*,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the City of Urbana hereby approves AN AMENDMENT TO A CERTAIN AGREEMENT BETWEEN THE URBANA HOME CONSORTIUM AND ECOLOGICAL CONSTRUCTION LABORATORY (Affordable Homeownership Program - Passive Solar House FY2004-2005), a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor of the City of Urbana to execute the same on behalf of the City of Urbana.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Amendment as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Laurel Lunt Prussing, Mayor