



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Grants Management Division

m e m o r a n d u m

TO: Bruce K. Walden, Chief Administrative Officer

FROM: Elizabeth H. Tyler, AICP, City Planner/Director

DATE: September 4, 2002

SUBJECT: Second Amendment to ICfCI's HB3 (FY2000-2001) CHDO Agreement

Description

On the September 9, 2002 agenda of the Urbana City Council Committee of the Whole is a second amendment to ICfCI's HomeBuild3 (FY2000-2001) Agreement. The amendment would extend the agreement completion date to December 31, 2002.

Issues

The issue is whether City Council should amend the agreement to extend the completion date of the project until December 31, 2002.

Background

The Illinois Center for Citizen Involvement (ICfCI) has been constructing new homes for low-income homebuyers under the HomeBuild3 Program since FY1998-1999 under a CHDO agreement dated October 4, 2000. This agreement was amended on December 20, 2001 to include additional funding for homebuyers and allowed additional construction time. The amended agreement expired on April 1, 2002. HUD requires that projects be under contract when expending HOME funds. In order to make payments to the remaining three homebuyers, the termination date on the agreement will need to be amended.

Options

1. Approve the amendment as written.
2. Approve the amendment with other provisions.
3. Do not approve the amendment.

Fiscal Impacts

If the amendment is approved, there would be no impacts to the City's budget as these monies were budgeted in FY2000-2001. If the amendment is not approved, the monies not spent on HomeBuild3 grants would need to be re-budgeted for another CHDO housing project.

Recommendations

Staff recommends that City Council approve the amendment. At their August 27, 2002 meeting, the Urbana Community Development Commission recommended the amendment for City Council approval.

Memorandum Prepared By:

**Michael Loschen
Grants Coordinator II**

- Attachments:
- (1) An Urbana HOME Consortium Community Housing Development Organization Agreement – Illinois Center for Citizen Involvement – HomeBuild3 (FY2000-2001) signed October 4, 2000
 - (2) An Amendment to a Certain Urbana HOME Consortium Community Housing Development Organization Agreement Between the City of Urbana and the Illinois Center for Citizen Involvement (HomeBuild3 – FY2000-2001) signed December 20, 2001.
 - (3) A Second Amendment to a Certain Urbana HOME Consortium Community Housing Development Organization Agreement Between the City of Urbana and the Illinois Center for Citizen Involvement (HomeBuild3 – FY2000-2001)
 - (4) An Ordinance Amending A Certain Urbana HOME Consortium Community Housing Development Organization Agreement Between the City of Urbana and the Illinois Center for Citizen Involvement (HomeBuild3 – FY2000-2001)

URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

HomeBuild3 (FY2000-2001)

THIS AGREEMENT, made and entered into by and between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the "City"), and ILLINOIS CENTER FOR CITIZEN INVOLVEMENT, an Illinois Not-For-Profit Organization (hereinafter "ICfCI").

WITNESSETH:

WHEREAS, the City of Urbana, the City of Champaign, the Village of Rantoul 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, 2000, and ending June 30, 2001, to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2000-2004 (hereinafter the "Consolidated Plan") which budgets \$984,000 in Urbana HOME Consortium funds for the period beginning July 1, 2000, and ending June 30, 2001, including \$155,735 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Rantoul/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 7, 1999 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, the Consolidated Plan promotes expansion of homeownership opportunities and recommends that the City expand home construction opportunities for low-income households; and

WHEREAS, ICfCI has been designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY2000-2001; and

WHEREAS, ICfCI has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, ICfCI has applied to the City for FY2000-2001 Urbana HOME Consortium funds to finish administering the construction of single-family residences in Urbana and Champaign, Illinois through ICfCI's HomeBuild3 Program, for sale to very low- and low-income households (hereinafter the "Project"); and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement to allocate Urbana HOME Consortium funds to ICfCI for the Project.

NOW, THEREFORE, the parties hereby agree as follows.

1. **Preamble** The preamble set forth above is hereby incorporated and made part of this Community Housing Development Organization Agreement (hereinafter the "Agreement").
2. **Purpose** The purpose of this Agreement is to pledge FY2000-2001 Urbana HOME Consortium funds to provide ICfCI with administrative funds to coordinate the Project.
3. **Pledge of HOME and Match Funds** The City pledges to ICfCI \$27,884 in Urbana HOME Consortium funds for the Project as follows:
 - \$27,884 in FY2000-2001 Urbana HOME Consortium CHDO funds (\$27,884 HOME, \$5,987 match to be provided by ICfCI)
4. **Use of HOME and Match Funds** ICfCI agrees to utilize \$27,884 in HOME funds pledged by the City to finish administering the construction of 4 single-family houses in Urbana and 6 single-family houses in Champaign for sale to very low- and low-income households. Specific uses of said funds are as follows:
 - \$27,884 shall be used by ICfCI for expenses related to administration of the Project, in accordance with the budget attached hereto as *Exhibit 1*.

ICfCI shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Project. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e. payroll documentation, receipts, invoices). The City shall make payment to ICfCI within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "Illinois Center for Citizen Involvement." All monies granted to ICfCI pursuant to this Agreement shall be expended by ICfCI by March 30, 2001.

5. **Compliance with Visitability Standards** Any residence constructed pursuant to this Agreement within the corporate limits of the City of Urbana shall incorporate visitability standards as adopted by the Urbana City Council.

6. **Restrictions on Subsequent Sales of Certain Units** The City and ICfCI agree that, to the extent allowable by law, the warranty deed to any house receiving funds pursuant to this Agreement shall include a provision restricting subsequent sales of said house to a family having income at or below 80 percent of area median family income for a period of ten years from the date of the deed transferring title from ICfCI to the first homeowner. This deed restriction shall not apply to properties repossessed by a financial institution as a result of foreclosure proceedings.
7. **Financial Responsibility** The allocation of funds by the City pursuant to this Agreement shall in no way obligate the City for any financial responsibility incurred by the Project in excess of the funding pledged herein.
8. **Equal Employment** ICfCI agrees that there shall be no discrimination against any person who is employed in carrying out the Project, or against any applicant for such employment, because of race, color, religion, sex, age, or national origin, or any other discrimination prohibited by Urbana law, including but not limited to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ICfCI further agrees to the following.
 - A. It shall be bound by said equal opportunity clause with respect to its own employment practices during the duration of its participation with the City and HUD.
 - B. It shall furnish the City and HUD with information as they may require for the supervision of such compliance and will otherwise assist the City and HUD in the discharge of primary responsibility for securing compliance.
 - C. It shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City, or HUD.
 - D. It shall abide by the Urbana Human Rights Ordinance regarding equal employment.
9. **Certifications** ICfCI represents the following with respect to this Agreement.
 - A. ICfCI possesses legal authority to receive HOME Program funds from the City and to execute the Project as described herein.
 - B. The governing body of ICfCI has duly adopted or passed as an official act a resolution, motion, or similar action authorizing execution of this Agreement including all understandings and assurances contained herein, and directing and designating the authorized representative of ICfCI to act in connection with this Agreement and to provide such additional information as may be required.
 - C. ICfCI, its successors and assigns, agrees to develop and operate the Project in accordance with HOME Program regulations promulgated at 24 CFR Part 92 and with applicable building codes.

- D. ICfCI, its successors and assigns, agrees to comply with Section 3 of the Fair Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), which provides that, to the greatest extent feasible, opportunities for training and employment that arise through the Project shall be given to low-income residents of Champaign County and that contracts in connection with the Project be awarded to business concerns located in or owned in substantial part by persons residing in Champaign County. ICfCI agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued thereunder. ICfCI certifies and agrees that it is under no contractual or other disability that would prevent ICfCI from complying with these requirements. The responsibility to comply with Section 3 regulations includes the following.
- Including reference to Section 3 in each subcontract in excess of \$100,000.
 - Sending each labor organization or representative of workers with which ICfCI has a collective bargaining agreement or other understanding a notice of the ICfCI commitment under Section 3.
 - Posting copies of the notice in conspicuous places at work sites where both employees and applicants for employment positions can see the notice.
 - Refrain from filling any vacant employment and training positions after the contractor is selected but before the contract is executed to circumvent obligations under Section 3.
 - Refrain from entering into any contract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of Section 3 regulations.
 - Directing efforts to award covered contracts to Section 3 business concerns in order of priority.
 - Directing efforts to employ and train Section 3 residents in the order of priority.
 - Documenting actions taken to comply with Section 3 requirements.
 - Submitting required Section 3 reports.
- E. ICfCI acknowledges it shall match HOME CHDO funds disbursed by the City in the amount of \$5,987.
- F. ICfCI agrees to give maximum feasible priority to very low-income persons when administering the Project described herein.
- G. ICfCI shall comply with the regulations, policies, guidelines, and requirements of federal management circulars as they relate to the acceptance and use of federal funds for the Project. ICfCI agrees to maintain financial records in accordance with applicable Federal guidelines; OMB circulars A-110, A-122, and A-133; the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13, 84.16, 84.21, 84.22,

84.26 - 84.28, 84.30, 84.31, 84.34 - 84.37, 84.40 - 84.48, 84.51, 84.60 - 84.62, 84.72, and 84.73. ICfCI shall separately and accurately identify use of HOME funds pursuant to this Agreement.

- H. ICfCI shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ICfCI receives federal financial assistance.
- I. ICfCI shall comply with Executive Order 11246, and all regulations issued pursuant thereto (24 CFR Part 130), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted contracts. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- J. ICfCI shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- K. No Federal appropriated funds have been paid or will be paid, by or on behalf of ICfCI, to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency including the City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, ICfCI will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- L. ICfCI shall give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the Project.
 - M. ICfCI authorizes the City and HUD to conduct on-site reviews, examine personnel records, and to conduct any other procedure or practice necessary to assure compliance with this Agreement. ICfCI will ensure that all documents related to this Project shall be kept for a period of five years.
 - N. ICfCI shall at all times observe and comply with all laws, ordinances, or regulations of Federal, State, and local governments which may in any manner affect the performance of this Agreement. ICfCI shall be liable to perform all acts to the City in the same manner as the City performs these functions to the Federal government.
 - O. ICfCI shall be responsible for any and all claims, costs, causes, actions, and expenses, including, but not limited to, attorneys' fees incurred by reason of a law suit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, subcontractors, or agents of ICfCI, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting under this Project, whether such loss, damage, injury, or liability is contributed to by the negligence of the City or its officers, employees, or agents, or by the premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that ICfCI shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees, or agents.
 - P. ICfCI shall have full control of the ways and means of performing the services referred to herein. ICfCI acknowledges and agrees that its employees, representatives, subcontractors, and agents may in no respect be considered employees of the City.
 - Q. ICfCI agrees that, to the greatest extent feasible, all construction-related expenditures made for the Project shall be made to Champaign County firms or individuals.
10. **Prohibition Against Lobbying** ICfCI acknowledges that no funds disbursed pursuant to this Agreement shall be used to finance lobbying activities. Furthermore, ICfCI acknowledges that no ICfCI employee funded in whole or part pursuant to this Agreement shall engage in lobbying activities at any time during the term of this Agreement. For purposes of this Agreement the term "lobbying activities" shall include the following.

15. **Modification** No modification of this Agreement, including modification of the administrative budget in *Exhibit 1*, shall be effective unless in writing and executed by the parties hereto.
16. **Termination** Unless otherwise extended through a modification, this Agreement shall terminate on March 30, 2001.
17. **Execution of Agreement**. This Agreement shall be binding upon the City and ICfCI, their successors and assigns, and shall be effective as of the date executed by the Mayor and attested by the City Clerk.

CITY OF URBANA

BY: _____

DATE: _____

ATTEST: _____

ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

BY: _____

DATE: _____

ATTEST: _____

Exhibit 1: Budget for Project Administration - HomeBuild3 (FY2000-2001)

Exhibit 1

***Budget for Project Administration
HomeBuild3 (FY2000-2001)***

Salaries

Project Director	\$ 5,000
Outreach/Marketing Coordinator	\$11,500
Support Staff	<u>\$ 3,500</u>
<i>Salaries Total</i>	\$20,000

Fringe

FICA	\$ 1,530
Unemployment	\$ 620
Health Insurance	<u>\$ 1,800</u>
<i>Fringe Total</i>	3,950

Operating Expenses

Rent, Utilities, Phone	\$ 1,800
Printing	\$ 350
Postage	\$ 64
Supplies	\$ 120
Equipment	\$ 600
Audit	\$ 400
Miscellaneous	<u>\$ 600</u>
<i>Operating Total</i>	\$ 3,934

TOTAL COSTS

\$27,884

**AMENDMENT
TO A CERTAIN URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
BETWEEN THE CITY OF URBANA
AND THE ILLINOIS CENTER FOR CITIZEN INVOLVEMENT
(HomeBuild3 FY2000-2001)**

THIS AGREEMENT is made this _____ day of _____, 2001, by and between the City of Urbana, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the "City"), and the Illinois Center for Citizen Involvement, an Illinois Not-For-Profit Organization (hereinafter "ICfCI").

WITNESSETH

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990 which created the HOME Investment Partnerships Program (hereinafter the "HOME Program") to provide funds to states and local governments for affordable housing assistance; and

WHEREAS, the City of Urbana, the City of Champaign, the Village of Rantoul and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development for purposes of receiving HOME Program funds in the name of the Urbana HOME Consortium (hereinafter the "HOME Consortium"); and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 which budgets \$984,000 in HOME Consortium funds for the year beginning July 1, 2000, and ending June 30, 2001 in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Rantoul/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 7, 1999 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, on October 4, 2000, the City and ICfCI entered into an Urbana HOME Consortium Community Housing Development Organization Agreement (hereinafter the "CHDO Agreement"), through which the City allocated \$27,884 of FY2000-2001 HOME Consortium funds to ICfCI for administering the construction of 4 single-family houses in Urbana and 6 single-family houses in Champaign for sale to very low- and low-income households; and

WHEREAS, in constructing said houses, ICfCI has incurred additional development costs above and beyond those anticipated in the CHDO Agreement; and

WHEREAS, on September 17, 2001, ICfCI applied to the City for additional HOME Program funds to cover unanticipated costs associated with constructing said houses; and

WHEREAS, the City and ICfCI now desire to amend the CHDO Agreement to allocate additional HOME Consortium funds for constructing said houses.

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

1. Section 3 of the CHDO Agreement is hereby amended to read as follows.

The City pledges to ICfCI \$52,800 in Urbana HOME Consortium funds for the Project as follows:

- \$52,800 in FY2000-2001 Urbana HOME Consortium CHDO funds (\$52,800 HOME, \$12,217 match to be provided by ICfCI)

2. Section 4 of the CHDO Agreement is hereby amended to read as follows.

ICfCI agrees to utilize \$52,800 in HOME funds pledged by the City to finish administering the construction of 4 single-family houses in Urbana and 6 single-family houses in Champaign for sale to very low- and low-income households. Specific uses of said funds are as follows:

- \$44,800 shall be used by ICfCI for expenses related to administration of the Project, in accordance with the budget attached hereto as *Exhibit 1*.
- \$8,000 shall be used by ICfCI to pay construction loan interest payments to participating financial institutions

ICfCI shall not request disbursement of HOME funds until HOME funds are needed to pay eligible costs related to the Project. The amount of any request for funds shall not exceed the amount needed and shall be supported by appropriate documentation (i.e. payroll documentation, receipts, invoices). The City shall make payment to ICfCI within fourteen (14) calendar days of receipt of a complete and acceptable request by the City. The City reserves the right to withhold disbursement of funds until appropriate documentation is submitted. All checks shall be made payable to "Illinois Center for Citizen Involvement." All monies granted to ICfCI pursuant to this Agreement shall be expended by ICfCI by April 1, 2002.

3. Section 9E. of the CHDO Agreement is hereby amended to read as follows.

ICfCI acknowledges it shall match HOME CHDO funds disbursed by the City in the amount of \$12,217.

4. Section 16 of the CHDO Agreement is hereby amended to read as follows.

Unless otherwise extended through a modification, this Agreement shall terminate on April 1, 2002.

5. *Exhibit 1 - Budget* of the CHDO Agreement is hereby amended to read as follows.

BUDGET FOR PROJECT ADMINISTRATION

HOMEBUILD3 (FY2000-2001)

Salaries

Project Director	\$ 5,000
Outreach/Marketing Coordinator	\$23,500
Support Staff	<u>\$ 3,500</u>
<i>Salaries Total</i>	\$32,000

Fringe

FICA	\$ 2,530
Unemployment	\$ 1,136
Health Insurance	<u>\$ 2,800</u>
<i>Fringe Total</i>	6,466

Operating Expenses

Rent, Utilities, Phone	\$ 3,600
Printing	\$ 350
Postage	\$ 64
Supplies	\$ 120
Equipment	\$ 1,200
Audit	\$ 400
Miscellaneous	<u>\$ 600</u>
<i>Operating Total</i>	\$ 6,334

TOTAL COSTS \$44,800

6. All other provisions of said CHDO 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 OF URBANA

BY: _____

ATTEST: _____

ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

BY: _____

ATTEST: _____

**A SECOND AMENDMENT
TO A CERTAIN URBANA HOME CONSORTIUM
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION AGREEMENT
BETWEEN THE CITY OF URBANA AND THE ILLINIOS CENTER FOR
CITIZNE INVOLVEMENT
(HomeBuild 3 FY 2000-2001)**

THIS AGREEMENT is made this _____ day of _____, 2002, by and between the City of Urbana, an Illinois Municipal Corporation (hereinafter the "City"), and the Illinois Center for Citizen Involvement, an Illinois Not-For-Profit Organization (hereinafter the "ICfCI").

WITNESSETH

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990 which created the HOME Investment Partnerships Program (hereinafter the "HOME Program") to provide funds to states and local governments for affordable housing assistance; and

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 for purposes of receiving HOME Program funds in the name of the Urbana HOME Consortium (hereinafter the "HOME Consortium"); and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 1995-1999 which budgets \$984,000 in HOME Consortium funds for the year beginning July 1, 2000 and ending June 30, 2001 in accordance with an intergovernmental agreement concerning administration of the HOME Consortium; and

WHEREAS, the City and ICfCI entered into a HOME Consortium Community Housing Development Organization Agreement (hereinafter the "CHDO Agreement") on October 4, 2000 to pursue project outlined as HomeBuild 3-FY2000-2001; and

WHEREAS, the CHDO Agreement was amended on December 20, 2001; and

WHEREAS, the CHDO Agreement terminated April 1, 2002; and

WHEREAS, the US Department of Housing and Urban Development regulations indicate that a valid agreement must be in place when expending HOME funds; and

WHEREAS, in order to ensure project completion, in accordance with HUD regulations, the termination date for the HomeBuild 3 Agreement should be amended.

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

1. Section 16 of the CHDO Agreement is hereby amended to read as follows:
Unless otherwise extended through a modification, this Agreement shall terminate December 31, 2002.

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 OF URBANA

BY: _____

ATTEST: _____

ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

BY: _____

ATTEST: _____

ORDINANCE NO. 2002-09-110

AN ORDINANCE AMENDING A CERTAIN URBANA HOME CONSORTIUM COMMUNITY HOUSING
DEVELOPMENT ORGANIZATION AGREEMENT BETWEEN THE CITY OF URBANA AND THE
ILLINOIS CENTER FOR CITIZEN INVOLVEMENT

(HomeBuild3 FY2000-2001)

WHEREAS, the City of Urbana, the City of Champaign, the Village of Rantoul, and Champaign County have been jointly designated as a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (hereinafter "HUD") for the purpose of receiving HOME Investment Partnership (hereinafter "HOME") Program funds in the name of the Urbana HOME Consortium; and

WHEREAS, the Urbana HOME Consortium received HOME Program funds from HUD for the period beginning July 1, 2000, and ending June 30, 2001; and

WHEREAS, the Urbana City Council has adopted a Consolidated Plan for Program Years 2000-2004 (hereinafter the "Consolidated Plan") which budgeted \$984,000 in Urbana HOME Consortium funds for the period beginning July 1, 2000, and ending June 30, 2001, including \$174,735 set aside for use by Community Housing Development Organizations (hereinafter "CHDOs") in accordance with an Intergovernmental Agreement Concerning Administration of a Champaign/Urbana/Rantoul/Champaign County HOME Investment Partnerships Consortium executed by Mayor Tod Satterthwaite on behalf of the City on July 7, 1999 (hereinafter the "Intergovernmental Agreement"); and

WHEREAS, the Consolidated Plan promotes expansion of homeownership opportunities and recommends that the City expand home construction opportunities for low-income households; and

WHEREAS, the Illinois Center for Citizen Involvement (hereinafter "ICfCI") was designated as a recipient of CHDO funds for the Urbana HOME Consortium for FY2000-2001; and

WHEREAS, ICfCI has fulfilled all HOME Program requirements necessary to be certified as a CHDO; and

WHEREAS, ICfCI was awarded FY2000-2001 Urbana HOME Consortium funds through an *Urbana HOME Consortium Community Housing Development Organization Agreement - Illinois Center for Citizen Involvement - HomeBuild3 - FY2000-2001* dated October 4, 2000 and amended December 20, 2001 (hereinafter the "CHDO Agreement") to construct single-family residences in Urbana and Champaign, Illinois, for sale to very low and low-income households (hereinafter the "Project"); and

WHEREAS, in constructing said houses, ICfCI has incurred time delays not anticipated in the CHDO Agreement; and

WHEREAS, the City has the right and authority, pursuant to both the HOME Program and the Intergovernmental Agreement to allocate additional time to ICfCI for the completion of the Project.

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

Section 1. That the City of Urbana, acting as lead entity for the Urbana HOME Consortium approves *A Second Amendment To A Certain Urbana HOME Consortium Community Housing Development Organization Agreement, Illinois Center for Citizen Involvement, HomeBuild3 (FY2000-2001)*, 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.

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

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

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

Tod Satterthwaite, Mayor