

AN ORDINANCE APPROVING A SECOND AMENDMENT TO AN URBANA HOME CONSORTIUM  
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION DEVELOPER AGREEMENT

(Homestead Corporation of Champaign-Urbana CHDO Developer Affordable  
Homeownership Program FY 2009-2010)

WHEREAS, on July 20, 2009, the Urbana City Council passed Ordinance No. 2009-07-088, an Ordinance Approving and Authorizing the Execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Homestead Corporation of Champaign-Urbana - Affordable Homeownership Program, FY 2009-2010); and

WHEREAS, the City Council of the City of Urbana, Illinois, has found and determined that execution of the attached second amendment to a Community Housing Development Organization agreement 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 *City of Urbana and Urbana HOME Consortium Consolidated Plan for Program Years 2005-2009 and the City of Urbana HOME Consortium FY 2010-2014 Consolidated Plan*.

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

Section 1. That a second amendment to an Urbana HOME Consortium Community Housing Development Organization Developer Agreement (Homestead Corporation of Champaign-Urbana CHDO Developer Affordable Homeownership Program FY 2009-2010), in substantially the form of the copy of said Amendment attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

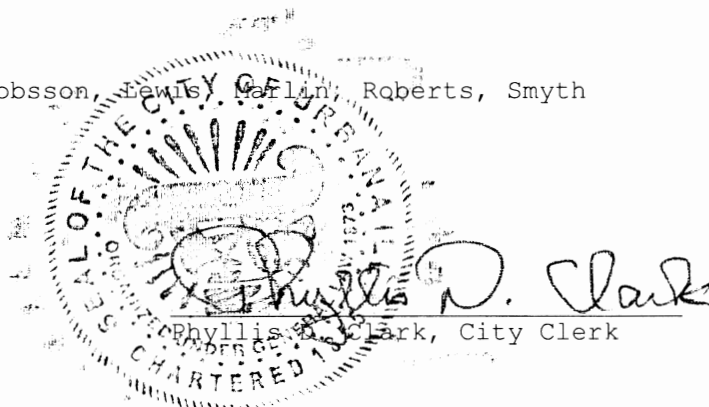
execution of said Amendment as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 4th day of June,  
2012.

AYES: Bowersox, Jakobsson, Lewis, Carlin, Roberts, Smyth

NAYS:

ABSTAINS:



APPROVED by the Mayor this 5th day of June,  
2012.

A handwritten signature in black ink that reads "Charles A. Smyth".

Laurel Lunt Prussing, Mayor  
By: Charles A. Smyth, Mayor Pro-tem

**A SECOND AMENDMENT TO AN URBANA HOME CONSORTIUM COMMUNITY  
HOUSING DEVELOPMENT ORGANIZATION DEVELOPER AGREEMENT  
(Homestead Corporation of Champaign-Urbana CHDO Developer Affordable  
Homeownership Program FY 2009-2010)**

This Amendment is made this 8<sup>th</sup> day of June, 2012, between the CITY OF URBANA, an Illinois Municipal Corporation, acting as lead entity for the Urbana HOME Consortium (hereinafter the “GRANTOR”), and **Homestead Corporation of Champaign-Urbana**, an Illinois Not-For-Profit Organization (hereinafter “DEVELOPER”).

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 Partnerships (hereinafter “HOME”) Program funds in the name of the Urbana HOME Consortium under provision of Title II of the Cranston-Gonzalez 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, 2009 and ending June 30, 2010 to increase affordable housing opportunities for low-income residents of Urbana, Champaign, and unincorporated Champaign County; and

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

WHEREAS, on July 20, 2009 the Urbana City Council passed Ordinance No. 2009-07-088 approving and authorizing the execution of an Urbana HOME Consortium Community Housing Development Organization Agreement (Urbana HOME Consortium Community Housing Development Organization Developer Agreement Homestead Corporation of Champaign-Urbana – Affordable Homeownership Program FY 2009-2010); and

WHEREAS, the GRANTOR and the DEVELOPER desire to amend said Agreement to modify and clarify certain conditions,

NOW, THEREFORE, for and in consideration of the agreement and of the mutual covenants herein contained, the parties agree to the following changes to the Agreement:

- 1) The DEVELOPER and GRANTOR agree that ARTICLE I: HOME REQUIREMENTS, Section 1: Use of Funds, is changed as follows:

The GRANTOR agrees to provide the DEVELOPER an amount not to exceed **\$214,278.39** from its Federal Fiscal Year FY 2009-2010 and FY 2011-2012 HOME Community Housing Development Organization (CHDO) set-aside to be used for related development function and providing down payment assistance to low- to moderate-income households for the homeownership opportunities.

- 2) The DEVELOPER and GRANTOR agree that ARTICLE I: HOME REQUIREMENTS, Section 1: Use of Funds, subpart b.) is changed as follows:

The DEVELOPER shall provide the grantor with the budget and financial projection for the preliminary budget for the construction of each house as provided in "Attachment 3" or in a similar document format as approved by the GRANTOR

- 3) The DEVELOPER and GRANTOR agree that ARTICLE I: HOME REQUIREMENTS, Section 1: Use of Funds, subpart c.) is changed as follows:

The DEVELOPER shall own or purchase the real property for the Project in the following locations: 1109 N Gregory, Urbana, IL & 1304 Williamsburg, Champaign, IL.

- 4) The DEVELOPER and GRANTOR agree that Article I: HOME REQUIREMENTS, Section 1: Use of Funds, subpart f.) shall be added as follows:

The DEVELOPER shall return all CHDO proceeds resulting from the sale at the time of closing. CHDO proceeds are defined as profit resulting from the sale as a result of the initial HOME investment. The developer fee is not included in this definition.

- 5) The DEVELOPER and GRANTOR agree that ARTICLE I: HOME REQUIREMENTS, Section 3: HOME Project Requirements, is changed as follows:

The Grantor shall provide HOME funds not to exceed **\$214,278.39** in accordance with 24 CFR 92.205(b) for eligible costs as described in 24 CFR 92.206 and 92.207.

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

By: Charles A. Smyth

Laurel Hunt Prussing, Mayor

By: Charles A. Smyth, Mayor Pro-tem

Date: 8 June 2012

Attest: D. Clark

City Clerk

DEVELOPER

By: Aaron P. Smith

Aaron Smith, Executive Director