

**HOME INVESTMENT PARTNERSHIPS PROGRAM
SECOND AMENDMENT TO CHDO AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND
THE FAYETTE COUNTY LOCAL DEVELOPMENT CORPORATION**

THIS SECOND AMENDMENT, made and entered into on this 29th day of January 2015, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 and the Fayette County Local Development Corporation (hereinafter referred to as the "CHDO"), a non-stock, nonprofit Kentucky corporation, organized pursuant to KRS Chapter 273, and whose mailing address is 148 Dewese Street, Lexington, Kentucky 40507.

WHEREAS, Participating Jurisdiction and CHDO entered into a HOME Investment Partnerships Program CHDO Agreement, dated March 14, 2012, in the amount of \$230,000 from the HOME Investment Partnerships Grant program in accordance with the Government's approved 2010 Consolidated Plan for Rental Housing Production Activities, and the amount of \$40,000 for eligible operating costs;

WHEREAS, Participating Jurisdiction and CHDO executed Amendment to Agreement on June 21, 2012 (Resolution No. 334-2012) providing for an additional \$87,187 for completion of six rental units: 517-521 Chestnut Street (Duplex), 523 Chestnut Street (Duplex), 445 Chestnut Street (single family unit), and 440 Chestnut Street (single family unit);

WHEREAS, CHDO was unable to construct duplex at 523 Chestnut Street;

WHEREAS, CHDO has presented evidence to the Participating Jurisdiction of the need for additional federal funding in the amount of \$12,454 from the HOME Investment Partnerships Grant program for construction of duplex at 517-521 Chestnut Street;

WHEREAS, Participating Jurisdiction has agreed to provide CHDO an additional \$12,424 in federal funding for the completion of two rental housing units in a duplex at 517-521 Chestnut Street;

WHEREAS, the Original HOME Agreement provided for all amendments to be in writing executed by Government, Developer, and Assignee;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. Article I, Paragraph 1 "USE OF HOME FUNDS" shall be amended in its entirety to read as follows:

"The CHDO agrees to use the set-aside of \$217,017.50 for the purpose of constructing one duplex and two single family unit(s) for rent to eligible low-income households in accordance with the HOME Investment Partnerships Program regulations as stated in 24 CFR Part 92.

The CHDO agrees that all HOME funds will be used only for eligible costs in accordance with 24 CFR Part 92.206, and in accordance with a project budget (Exhibit 1, as Amended) that shall receive the prior written approval of the Participating Jurisdiction.

A minimum of four residential rental units will be completed with these funds.

2. Article I, Paragraph 3 "DURATION OF THE AGREEMENT" shall be amended in its entirety to read as follows:

The CHDO agrees to have all funds committed to HOME-eligible activities no later than June 30, 2015. The CHDO further agrees to complete all activities under this agreement no later than December 31, 2015. Project Completion is defined as all construction work being completed, and issuance of a Certificate of Occupancy by the Lexington-Fayette Urban County Government Division of Building Inspection. Completion of activities includes the rental of the units to eligible households and acceptance of completion report

by the HUD Cash Management System. Rental of units shall be completed within six months of project completion and completion report shall be submitted within six months of rent-up. The terms of this Agreement shall be in effect for the full period of affordability, which is a period of twenty (20) years, beginning on the date the HUD Cash Management System accepts and records the Completion report.

3. In all other respects, except as specifically modified herein, the terms of the HOME Investment Partnerships Program CHDO Agreement, dated March 14, 2012, and the Amendment to CHDO Agreement dated June 21, 2012 shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Second Amendment at Lexington, Kentucky, the day, month, and year able written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

By: 
Jim Gray, Mayor

ATTEST:


Clerk of Urban County Council

FAYETTE COUNTY LOCAL DEVELOPMENT CORPORATION

BY: 
Signature of Authorized Official

Porter C. Peoples, Jr., Chairman
Printed Name and Title of Authorized Official

Project Estimate

Address: (517/521):Chestnut (Duplex)
Square Footage: 1,206 ea. / 2,412 total
Specs: 3 bdrm, 2 bath

Acquisition Cost:	\$	26,500.00
		<u>Costs</u>
Demolition		\$6,340
Equipment Rental		\$2,000
Site Work		\$2,000
Excavate & Form Footer		\$6,350
Dumpster		\$1,800
Masonry		\$5,850
Framing		\$38,400
Concrete		\$8,750
Siding/Columns		\$9,200
Windows/ Energy Star Upgrade *		\$2,300
Electric - 2009 Code		\$10,500
Roof Shingles		\$6,250
Plumbing		\$11,500
Insulation (walls & attic)		\$3,800
HVAC		\$16,200
DryWall - hang & finish		\$11,500
Trim/Doors		\$7,450
Interior Painting		\$3,984
Gutters		\$1,245
Cabinets/Countertops/Vanities & Tops		\$6,250
Flooring - Carpet/vinyl		\$8,200
Accessories		\$1,900
Lighting **		\$1,400
Landscaping		\$4,500
Decks - 10 X 10		\$2,500
Appliances		\$5,000
Cleaning		\$400
Utilities		\$1,800
Permits & Fees		\$2,900
Street Cut		\$0
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Subtotal 1		\$190,269
4% Contingency		\$7,611
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Subtotal 2		\$197,880
Overhead & Profit		\$89,046
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Total Building Costs		\$286,926
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Total Building Cost & Acquisition:	\$	313,425.65