

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

THIS AMENDMENT, made and entered into on this _____ day of _____ 2012, 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, CHDO has presented evidence to the Participating Jurisdiction of the need for additional federal funding from the HOME Investment Partnerships Grant program for production of rental units;

WHEREAS, Participating Jurisdiction has agreed to provide CHDO an additional \$87,187 in federal funding for the completion of six rental housing units;

WHEREAS, Participating Jurisdiction finds it necessary to amend the terms under which the CHDO shall be reimbursed for operating costs;

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 \$317,187 for the purpose of constructing two duplexes 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) and a project schedule (Exhibit 2, as amended) that shall receive the prior written approval of the Participating Jurisdiction.

A minimum of six residential rental units will be completed with these funds.
2. Article I, Paragraph 14 "REQUEST FOR REIMBURSEMENT OF FUNDS" shall be amended in its entirety to read as follows:

"The CHDO agrees that it shall not request disbursement of funds from the Participating Jurisdiction until the funds are needed for payment of eligible costs and shall request only the amount of funds needed. The CHDO further agrees that any federal funds received and not used by the CHDO within fifteen days of receipt will be returned to the government immediately.

The request for disbursement of funds for rental housing development shall include a draw request for HOME funds for each unit, accompanied by all receipts for labor and materials identified by property address. The first request shall include a copy of the building permit, the Deed and Declaration of Restrictive Covenants, and evidence of

compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). Payment shall be made based upon the proportionate HOME investment. Progress payments shall be made at the following intervals: 25%, 50%, and 75% of completion based upon the budget.

The final request for disbursement of funds for rental housing development shall also include post construction appraisals, Certificates of Occupancy, Certification of compliance with ENERGY STAR standards, Final Inspection conducted by the Lexington-Fayette Urban County Government's Division of Grants and Special Programs, Final Sources and Uses of Funds, leases, HOME Annual Certification Report, completed tenant-funded utilities form, mortgage and note for HOME assistance, copies of all other recorded mortgages on the HOME-assisted properties, amount and source (name of individual or organization) of all private donations, and final report of contractors/subcontractors employed on the project, with Federal Employer Identification Numbers/Social Security numbers, complete mailing addresses, type of trade/skill, total contract dollar amount, and indication of Disadvantaged Business Enterprise status: women-owned and/or the following race/ethnicity categories (Alaskan Native/American Indian, Asian or Pacific Islander, Black Non-Hispanic, Hispanic, or White/Non-Hispanic. The requests for reimbursement for operating expenses shall include an invoice detailing expenses for which reimbursement is requested, accompanied by copies of invoices, timesheets, payroll registers, and documentation of fringe benefit expenses.”

3. In all other respects, except as specifically modified herein, the terms of the HOME Investment Partnerships Program CHDO Agreement, dated June 8, 2010, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this 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

Printed Name and Title of Authorized Official