

**SECOND AMENDMENT
to the
HOME INVESTMENT PARTNERSHIP PROGRAM DEVELOPER AGREEMENT AND
FIRST AMENDMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI AND
SHOW-ME CENTRAL HABITAT FOR HUMANITY**

This Second Amendment to the Agreement between the City of Columbia, Missouri, a municipal corporation (“City”), and Show-Me Central Habitat for Humanity, a non-profit corporation of the State of Missouri (hereinafter “Developer”) is made as of the date of the last signatory noted below (“Amendment Effective Date”).

RECITALS

- A. WHEREAS, on or about April 22, 2025 City and Agency entered into a Home Investment Partnership Program (HOME) Funding Agreement (“Home Investment Partnership Program Developer Agreement”); and
- B. WHEREAS, on or about April 6, 2026 City and Agency amended the HOME Funding Agreement (“Home Investment Partnership Program Developer Agreement”) with the First Amendment to the HOME Funding Agreement; and
- C. WHEREAS, the Parties hereto desire to formally amend the Home Investment Partnership Program Developer Agreement and First Amendment with this Second Amendment (hereinafter “Second Amendment”) and desire to be bound by the terms contained in the 2025 Agreement as amended or supplemented by those terms contained in this Second Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2025 Agreement and 2026 First Amendment, as follows:

- 1. Exhibit A, Section A. shall be deleted in its entirety and replaced with the following:

“Developer will be responsible for administering HOME (new home construction, owner-occupied) program funding from the following program years in a manner satisfactory to City and consistent with any standards required as a condition of providing these funds.

Funding FY	Amount of Funding
FY 2024	\$35,000

Such program will include the following activities eligible under the HOME program:

Program Delivery

Construction of one, single-family, owner-occupied housing unit on the property legally described below. The unit will be built as a 3-bedroom unit.

Funding shall be provided in the form of a loan, to be repaid without interest upon sale or use of the property for a purpose that does not comply with 24 CFR 92.206 or for uses prohibited by 24 CFR 92.214. Failure of Developer to comply with all terms, conditions and requirements of the HOME Investment Partnership Program shall require repayment of funds to the City of Columbia, Missouri upon demand.

Developer shall construct the units in compliance with the 2021 International Energy Conservation Code.

General Administration

Developer shall make reasonable efforts to ensure that said work is prosecuted regularly, diligently and uninterruptedly at a reasonable rate of progress. Developer shall ensure grading to a rough finish, reseeding, and required erosion control during the project.

City may require Developer to repay expended funds if Developer fails to use the property for the development of new affordable housing for occupants at or below 80 percent median income by December 31, 2026.

Affordability Period

The affordable housing project being financed has an affordability period of not less than ten (10) years after the project or assisted units are available for occupancy after having received the funding.

City Inspections

Developer shall notify City of completion of the following items for progress inspections: foundation foam; slab foam; sill seal; roof – after tarpaper and before shingles; after installation of exterior water-resistant barrier and before siding; blower door test after spay foam; radon test after sheetrock.”

2. Exhibit A, Section B. shall be deleted in its entirety and replaced with the following:

“Developer must obtain approved City permits to begin construction by June 30, 2025.

Developer agrees to begin utilization of HOME funds within 90 days of the Effective Date.

Developer agrees to have 50% of HOME funds expended by September 30, 2026.

Developer agrees that all work shall be completed and funds expended prior to December 31, 2026.

Developer must obtain a certificate of occupancy from the City by December 31, 2026.

Developer must enter into a ratified sales contract of the Property within 9 months of the date of issuance of a Certificate of Occupancy by the City.

City may require the Developer to repay expended funds upon failure to meet any of these deadlines.”

3. All other terms of the 2025 Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their duly authorized officers the day and year last written below.

ATTEST:

CITY OF COLUMBIA, MISSOURI

Date _____
Sheela Amin, City Clerk

BY: _____ Date _____
De'Carlon Seewood, City Manager

APPROVED AS TO FORM:

Date _____
Nancy Thompson, City Counselor

DEVELOPER

E-SIGNED by Jennifer James
BY: on 2026-04-07 20:46:44 GMT Date April 07, 2026
Jennifer James, Executive Director

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 26704131-504990-HOUSINGNS-G44122, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

E-SIGNED by Matthew Lue
on 2026-04-08 09:19:53 CDT **M.L.** Date April 08, 2026
Matthew Lue, Director of Finance