



HARRIS COUNTY, TEXAS

COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.
Executive Director

8410 Lantern Point Drive
Houston, Texas 77054

SECOND AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY AND HCHA REDEVELOPMENT AUTHORITY, INC. FOR THE ARBOR AT WAYFOREST PROJECT

This Second Amendment is made and entered into by and between Harris County (the “Grantee”), HCHA Redevelopment Authority, Inc. (the “Subrecipient and Maker”). The Grantee and Subrecipient and Maker are known individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, the Parties entered into an Agreement (the “Master Agreement”) on May 19, 2020, to a Community Development Block Grant (CDBG-DR) Disaster Recovery Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Construction of the Arbor at Wayforest Project is for the purpose of providing affordable housing to income-eligible residents of Harris County; and

WHEREAS, on January 4, 2022, Commissioner’s Court approved a First Amendment to: (i) extend the 18-month construction completion requirement for approximately an additional 6-months to 7/28/22; and (ii) decrease the (a) Construction Management Fee line-item budget by \$88,400 and (b) decrease the CSD Management and HCED Inspections line-item budget by \$217,818, with such reductions, resulting in a corresponding decrease to the total CDBG-DR FY17 funds to be provided by Grantee by \$306,218.00 and a total amount of funding for this project to \$32,219,486.00;

WHEREAS, in addition to the above modifications to the Master Agreement, the Parties also desire to define the reimbursement mechanism for the Construction Management fee costs to require documentation specifying the number of actual hours worked, multiplied by the applicable rate, subject to the Construction Management fee line item in Exhibit “D”.

WHEREAS, the Parties now desire to amend said Agreement to: (i) extend the 18-month construction completion requirement for approximately an additional 2-months to 9/28/22; (ii) increase the Harris County CSD Management and Oversight and HCED Inspections line-item to the original budgeted amount of \$447,318, (iii) decrease Construction Management Fee by \$31,600; (iv) resulting in a corresponding increase to the total CDBG-DR FY17 funds by \$186,219.00 to \$9,400,000 and a total project funding to \$33,105,705.00.

NOW THEREFORE, the County and the Subrecipient and Maker do mutually agree as follows:

TERMS

I.

EXHIBIT D, "BUDGET" of the Master Agreement is replaced entirely with the Exhibit D "Budget" attached hereto and shall be known as "Exhibit D" to the Second Amendment to Agreement. To the extent the sums reflected on Exhibit D are included or reflected in additional documents accompanying the Master Agreement (Loan Note, Deed of Trust, Intercreditor, Subordination and Funding Agreement, etc.), both Parties agree that such sums in those documents are, to the maximum extent possible, also modified by the application of this replacement Budget.

II.

All references in the Master Agreement, as amended, to the Completion of Construction being required within 18 months from the start of construction shall be extended by approximately additional 2-months (the "Construction Extension Period") such that the Construction Extension Period shall now expire on September 28, 2022.. This allowance of the Construction Extension Period shall be applicable to Article I(E); Article II(C)(5) Completion of Work; Exhibit B (Activity 15) (Item 16); and any other reference in the Master Agreement to Completion of Construction requirement. To the extent the Completion of Construction is required by additional documents which accompanied the Master Agreement (Loan Note, Deed of Trust, Intercreditor, Subordination and Funding Agreement, etc.), both Parties agree that such requirement in those documents will, to the maximum extent possible by the Parties hereunder is also modified by the application of the above-referenced Construction Extension Period.

III.

In the event of any conflict between this Second Amendment to Agreement and the original Agreement, the terms of this Second Amendment shall govern. All other conditions between the parties shall remain in full force and effect.

Signatures to Follow on Next Page

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Agreement this _____ day of _____, 20__.

HCHA REDEVELOPMENT AUTHORITY, INC.,
a Texas public facility corporation

By: _____
Horace Allison,
Executive Director

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE
County Attorney

HARRIS COUNTY

By: Randy Keenan
RANDY KEENAN
Assistant County Attorney
CA File ID: 22GEN2484

By: _____
LINA HIDALGO
Harris County Judge

EXHIBIT D
BUDGET
HCHA Redevelopment Authority, Inc.
Arbor at Wayforest Project
Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by Lender under this Agreement shall not exceed Nine Million Four Hundred Dollars and 00/100 (\$9,400,000.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Description		Harris County CDBG-DR Funds	CDBG-DR Leverage	TOTAL
Acquisition Costs		\$ -	\$ 858,800	\$ 858,800
Off-Site		\$ -	\$ -	\$ -
Site Work		\$ 824,785	\$ 1,254,566	\$ 2,079,351
Direct Construction/Rehab Costs		\$ 6,673,815	\$ 10,151,429	\$ 16,825,244
Other Construction Costs		\$ 1,453,782	\$ 2,211,323	\$ 3,665,105
General Soft Costs		\$	\$ 1,325,693	\$ 1,325,693
Construction Financing		\$ -	\$ 2,705,942	\$ 2,705,942
Permanent Loan Financing Costs		\$ -	\$ 286,532	\$ 286,532
Syndication Costs		\$ -	\$ 825,841	\$ 825,841
Reserves		\$ -	\$ 467,212	\$ 467,212
Developer Fees		\$ -	\$ 3,618,367	\$ 3,618,367
Subtotal		\$ 8,952,381	\$ 23,705,705	\$ 32,658,086
Harris County CSD Management and Oversight and HCED Inspections		\$ 447,619		\$ 447,619
Construction Management Fee		\$ 0		\$ 0
Subtotal		\$ 9,400,000	\$23,705,705	\$ 33,105,705
SOURCES (PERMANENT)		AMOUNT		
Harris County CSD CDBG-DR		\$9,400,000		
Citibank, N.A.		\$10,666,544		
Wells Fargo Community Lending & Investments		\$12,276,963		
In-Kind Equity/Deferred Developer Fee		\$762,198		
Total Sources		\$33,105,705		
Total Uses		\$33,105,705		

ORDER OF COMMISSIONERS COURT
Authorizing Amendment to Loan Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2022 with the following members present except _____.

A quorum was present when, among other business, the following was transacted:

**ORDER AUTHORIZING SECOND AMENDMENT TO AGREEMENT BETWEEN
HARRIS COUNTY AND HCHA REDEVELOPMENT AUTHORITY, INC. FOR THE
ARBOR AT WAYFOREST PROJECT**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

Section 1. The Harris County Judge is authorized to execute the Second Amendment to the Loan Agreement Between Harris County and HCHA Redevelopment Authority, Inc. for the Arbor at Wayforest Project. This amendment increases (i) extend the 18-month construction completion requirement for approximately an additional 2-months to 9/28/22; (ii) increase the Harris County CSD Management and Oversight and HCED Inspections line-item to the original budgeted amount of \$447,318, (iii) decrease Construction Management Fee by \$31,600; (iv) resulting in a corresponding increase to the total CDBG-DR FY17 funds by \$186,219.00 to \$9,400,000.00 and a total project funding to \$33,105,705.00. The Second Amendment is attached hereto and made a part hereof for all purposes as though fully set out in this Order word for word.

Section 2. HCCSD and its Executive Director, or his/her designee, are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purposes of this order.