



HARRIS COUNTY, TEXAS

COMMUNITY SERVICES DEPARTMENT

Thao Costis
Interim Director

8410 Lantern Point Drive
Houston, Texas 77054

FIFTH AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY AND LAKESIDE PLACE PFC FOR THE RICHCREST APARTMENTS PROJECT

This Fifth Amendment is made and entered into by and between Harris County (the “Grantee”) and Lakeside Place PFC (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 April 7, 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. Such project included construction of the Richcrest Apartments project for the purpose of providing affordable housing to income-eligible residents; and

WHEREAS, on January 4, 2022, Commissioners Court approved a First amendment to amend said Agreement: (i) to extend the 18-month construction completion requirement by 45 days to February 24, 2022; and (ii) to (a) delete the Construction Management Fee line-item budget of \$120,000 and (b) decrease the CSD Management and HCED Inspections line-item budget by \$475,616, with such reductions resulting in a corresponding decrease to the total CDBG-DR FY17 funds to \$16,114,384 and the total amount of funding for this project to \$52,329,797.00; and

WHEREAS, on February 22, 2022, Commissioners Court approved a Second amendment to amend said Agreement to extend additional time to the original 18-month construction completion requirement by approximately 5 months to June 1, 2022, due to material and supply shortages.

WHEREAS, on May 24, 2022, Commissioners Court approved a Third amendment to amend said Agreement to increase the CSD Management and HCED Inspections line-item to \$790,000, the total CDBG-DR FY17 funds is \$16,590,000, and a total amount of funding for this project is \$52,805,413.00, due to cost overruns impacting the budget caused by time extensions granted.

WHEREAS, on August 2, 2022, Commissioners Court approved a Fourth amendment to amend said Agreement to (i.) extend the 18-month construction completion requirement for approximately an additional 5 months to November 15, 2022, due to supply chain, material, and labor shortages; and (ii) utilize, subject to the approval of the GLO of the GLO Action Plan Approval Amendment No. 5 to Contract No. 18-495-000-B220, the Harvey 57M Fund rather than the previously anticipated CDBG-DR funding, in the amount of \$16,590,000.

WHEREAS, the Parties now desire to amend said Fifth Agreement to extend the 18-month construction completion requirement for an additional 6 months to May 15, 2023, due to delayed

contributions to the installation of CenterPoint Energy building meter sets. Also, due to the back order of materials and supplies caused by damage to a hot water tank failure in which the leak caused extensive damage to long lead items such as cabinetry, vinyl flooring, and lighting.

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

TERMS

I.

The Master Agreement is hereby amended so that all references in the Master Agreement to the Completion of Construction being required within 18 months from the start of construction shall be extended by an additional 6 months, such that the Completion of Construction deadline is now May 15, 2023. This allowance of the Construction Extension Period shall be applicable to Article I (E); Article II (C) (5) Completion of Work; Exhibit A; Exhibit B (Activity 15) (Item 15); 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 is, to the maximum extent possible by the Parties hereunder, also modified by the application of the above-referenced Construction Extension Period.

II.

The Parties understand and agree, said understanding and agreement also being of the absolute essence of this Fifth Amendment, that no additional funds are being appropriated under this Fifth Amendment.

III.

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

IV.

All other terms of the Master Agreement shall remain in full force and effect as originally written and subsequently amended.

V.

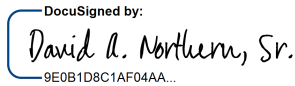
It is expressly understood and agreed that the Master Agreement and the First, Second, Third, and Fourth Amendments are incorporated herein by reference. In the event of any conflict between the terms and provisions of this Fifth Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, First, Second, Third, and Fourth Amendments this Fifth Amendment shall control.

VI.

Execution, Multiple Counterparts: This Fifth Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Fifth Amendment.

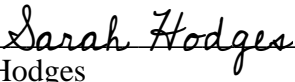
IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment to Agreement this
25th day of January, 2023

LAKESIDE PLACE PFC,
a Texas public facility corporation

By: 
David A. Northern, Sr.
Secretary

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
County Attorney

By: 
Sarah Hodges
Assistant County Attorney
CA File ID: 22GEN4417

HARRIS COUNTY

By: _____
LINA HIDALGO
Harris County Judge

EXHIBIT D
BUDGET
APV Redevelopment Corporation, Borrower
Richcrest Apartments Project
Maximum Amount to be Paid Under this Loan Agreement

It is expressly agreed and understood that the total amount to be paid by Grantee under this Loan Agreement shall not exceed SIXTEEN MILLION FIVE HUNDRED NINETY THOUSAND DOLLARS AND 00/100 (\$16,590,000.00), 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 57B Funds	CDBG-DR Leverage	TOTAL
Acquisition Costs	\$ -	\$ 3,909,136	\$ 3,909,136
Off-Site	\$ -	\$ 150,000	\$ 150,000
Site Work	\$ -	\$ 4,489,697	\$ 4,489,697
Direct Construction/Rehab Costs	\$ 15,800,000	\$ 7,634,096	\$ 23,434,096
Other Construction Costs	\$ -	\$ 5,422,013	\$ 5,422,013
General Soft Costs	\$ -	\$ 1,986,800	\$ 1,986,800
Construction Financing	\$ -	\$ 4,165,105	\$ 4,165,105
Permanent Financing Costs	\$ -	\$ 920,312	\$ 920,312
Syndication Costs	\$ -	\$ 296,466	\$ 296,466
Reserves	\$ -	\$ 1,504,326	\$ 1,504,326
Developer Fees	\$ -	\$ 5,737,462	\$ 5,737,462
Subtotal	\$ 15,800,000	\$ 36,215,413	\$ 52,015,413
CSD Management and Oversight and HCED Inspections	\$ 790,000		\$ 790,000
Construction Manager	\$ 0.00		\$ 0.00
Subtotal	\$ 16,590,000	\$ 36,215,413	\$ 52,805,413

SOURCES (PERMANENT)	AMOUNT
Harris County CSD CDBG-DR	\$16,590,000
Conventional Loan	\$17,994,699
HTC Syndication Proceeds	\$17,774,526
In-Kind Equity/Deferred Developer Fee	\$ 93,870
NOI Before Rental Achievement	\$ 352,317
Total Sources	\$52,805,413
Total Uses	\$52,805,413

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 _____, 20__ with the following members present except _____.

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

**ORDER AUTHORIZING FIFTH AMENDMENT TO AGREEMENT BETWEEN
HARRIS COUNTY AND LAKESIDE PLACE PFC FOR THE RICHCREST
APARTMENTS 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. Briones	<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 County Judge is authorized to execute the Fifth Amendment to the Agreement between Harris County and Lakeside Place PFC for the Richcrest Apartments to extend the 18-month construction completion requirement for approximately an additional 6 months to May 15, 2023, due to delayed contributed to the installation of CenterPoint Energy building meter sets. Also, due to the back order of materials and supplies caused by damage to a hot water tank failure in which the leak caused extensive damage to long lead items such as cabinetry, vinyl flooring, and lighting.

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.