



HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.
Executive Director

8410 Lantern Point Drive
Houston, Texas 77054
Tel (832) 927-4704
Fax (713) 578-2090

April 16, 2021

County Judge Hidalgo and
Commissioners Ellis, Garcia, Ramsey, and Cagle

AGENDA LETTER

Please consider the following item on the Commissioners Court Agenda for April 27, 2021:

Approval of the attached First Amendment to Agreement, prepared by the County Attorney, between Harris County and Urban Partnerships Community Development Corporation and Seaside Lodge, LP. for the Seaside Lodge at Chesapeake Bay Apartments Project. This First Amendment amends the Budget to replace \$5,099,487.40 in Community Development Block Grant Disaster Recovery Harvey funds (CDBG-DR 2017) with the same amount of 2016 CDBG-DR Funds, in connection with Amendment No. 1 to the Texas General Land Office (GLO) Contract No. 18-545-000-B292 approved by the GLO on January 12, 2021. Further, the budget is also amended to revise certain other budget line items: re-allocating \$761,899 from the "Other Construction" line item and \$365,834 from the "Site" line item to the "Direct Construction" line item. The total amount of funding for this project will remain at \$21,306,445.00.

The Seaside Lodge at Chesapeake Bay Apartments is a new 92-unit affordable housing development for income eligible seniors (55+), of which 47-units will be CDBG-DR-assisted units. The project is located at 2802 Larrabee St, Seabrook, TX 77586, in Precinct 2.

Thank you for your assistance with this request.

Sincerely,

DocuSigned by:

Adrienne Holloway

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Adrienne M. Holloway, Ph.D.,
Executive Director

AH/dl/rm/lr

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

EXECUTIVE SUMMARY

**FIRST AMENDMENT TO AGREEMENT FOR THE SEASIDE LODGE AT
CHESAPEAKE BAY APARTMENTS PROJECT**

April 16, 2021

On April 28, 2020, Commissioners Court approved an Agreement between the Harris County and Urban Partnerships Community Development Corporation, a Texas nonprofit corporation, herein called "Nonprofit," and Seaside Lodge, LP, a Texas limited partnership, herein called "Maker" for the Seaside Lodge at Chesapeake Bay Apartments. Seaside Lodge at Chesapeake Bay Apartments is a new 92-unit affordable housing development for income eligible seniors (55+), of which 47-units will be CDBG-DR-assisted units. The project is located at 2802 Larrabee St, Seabrook, TX 77586, in Precinct 2. The total Harris County project funding is \$13,571,654.00, with a total of all project funding being \$21,306,445.00.

The Parties desire to amend said Agreement to amend the Budget to replace \$5,099,487.40 in Community Development Block Grant Disaster Recovery Harvey funds (CDBG-DR 2017) with the same amount of 2016 CDBG-DR Funds, in connection with Amendment No. 1 to the Texas General Land Office (GLO) Contract No. 18-545-000-B292 approved by the GLO on January 12, 2021; and to revise certain other budget line items including re-allocating \$761,899 from the "Other Construction" line item and \$365,834 from the "Site" line item to the "Direct Construction" line item. The total amount of funding for this project will remain at \$21,306,445.00.

Attached for Commissioners Court review and approval is the First Amendment to the Agreement between Harris County, and Urban Partnerships Community Development Corporation and Seaside Lodge, LP for the above-described project.

**FIRST AMENDMENT TO AGREEMENT BETWEEN HARRIS COUNTY AND
URBAN PARTNERSHIPS COMMUNITY DEVELOPMENT CORPORATION
AND SEASIDE LODGE, L.P, FOR THE SEASIDE LODGE AT
CHESAPEAKE BAY APARTMENTS PROJECT**

This First Amendment is made and entered into by and between Harris County (the “Grantee”), Urban Partnerships Community Development Corporation (the “Nonprofit”), and Seaside Lodge, LP (the “Maker”). The Grantee, Nonprofit and Maker are known individually as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, the Parties entered into an Agreement (the “Master Agreement”) on April 28, 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 Seaside Lodge at Chesapeake Bay Apartments Project for the purpose of providing affordable housing to income-eligible seniors; and

WHEREAS, the Parties now desire to amend said Agreement by amending the Budget as follows: 1) replace \$5,099,487.40 in Community Development Block Grant Disaster Recovery Harvey funds (CDBG-DR 2017) with the same amount of 2016 CDBG-DR Funds, in connection with Amendment No. 1 to the Texas General Land Office (GLO) Contract No. 18-545-000-B292 approved by the GLO on January 12, 2021; and 2) revise certain other budget line items including re-allocating \$761,899 from the “Other Construction” line item and \$365,834 from the “Site” line item to the “Direct Construction” line item. The total amount of funding for this project will remain at \$21,306,445.00.

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

TERMS

I.

EXHIBIT D, “BUDGET” is replaced entirely with the Exhibit D “Budget” attached hereto and shall be known as "Exhibit D" to the First Amendment to Agreement.

II.

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

EXHIBIT D
BUDGET
Seaside Lodge, LP
Seaside Lodge at Chesapeake Bay Project
Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed THIRTEEN MILLION, FIVE HUNDRED AND SEVENTY-ONE THOUSAND, SIX HUNDRED FIFTY-FOUR DOLLARS AND 00/100 (\$13,571,654.00), 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 FY 17 CDBG- DR Funds	Harris County FY16 CDBG- DR Funds	CDBG-DR Leverage	TOTAL
Acquisition			\$3,100,000.00	\$ -	\$3,100,000
Off-Site		\$ -		\$ -	\$ -
Site		\$ -	\$1,864,550.00	\$338,305	\$2,202,855
Construction		\$7,057,936.00		\$2,005,089	\$9,063,025
Other Construction		\$653,675.60	\$134,937.40	\$1,351,904	\$2,140,517
General Soft Costs		\$ -		\$1,247,310	\$1,247,310
Construction Financing		\$ -		\$396,742	\$396,742
Permanent Financing		\$ -		\$230,899	\$230,899
Syndication		\$ -			\$ -
Reserves		\$ -		\$314,543	\$314,543
Developer Fees		\$ -		\$1,849,999	\$1,849,999
Subtotal		\$7,711,611.60	\$5,099,487.40	\$7,734,791	\$20,545,890
CSD Management and HCED Inspections		\$640,555	\$0.00		\$640,555
Construction Manager (Fixed \$120,000)		\$120,000	\$0.00		\$120,000
Subtotal		\$8,472,166.60	\$5,099,487.40	\$7,734,791	\$21,306,445
SOURCES (PERMANENT)			AMOUNT		
Harris County CSD FY 17 CDBG-DR			\$8,472,166.60		
Harris County CSD FY 16 CDBG-DR			\$5,099,487.40		
Permanent Loan – Amegy Bank			\$7,734,791		
Total Sources			\$21,306,445		
Total Uses			\$21,306,445		

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement this 20th day of APRIL, 2021.

SEASIDE LODGE, LP,
a Texas limited partnership

**Urban Partnerships Community
Development Corporation**
a Texas nonprofit corporation

By: Seaside Lodge Advisors, LLC,
a Texas limited liability company,
its General Partner

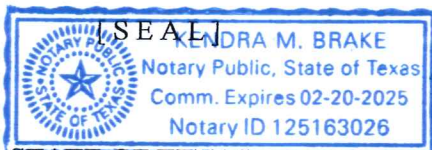
By: _____
Patrick Ezzell
President

By: Mark-Dana Corporation,
a Virginia corporation,
its Managing Member

By: *David Mark Koogler*
David Mark Koogler,
President

STATE OF TEXAS §
 §
COUNTY OF Montgomery §

This instrument was acknowledged before me on this 20th day of APRIL, 2021, by David Mark Koogler, President of Mark-Dana Corporation, a Virginia corporation, Managing Member of Seaside Lodge Advisors, LLC, a Texas limited liability company, general partner of **SEASIDE LODGE, LP**, a Texas limited partnership, on behalf of said limited partnership.



Kendra M Brake
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Patrick Ezzell, President of Urban Partnerships Community Development Corporation, a Texas non-profit corporation.

[SEAL]

Notary Public, State of Texas

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement this 20th day of APRIL, 2021.

SEASIDE LODGE, LP,
a Texas limited partnership

**Urban Partnerships Community
Development Corporation**
a Texas nonprofit corporation

By: Seaside Lodge Advisors, LLC,
a Texas limited liability company,
its General Partner

By: 
Patrick Ezzell
President

By: Mark-Dana Corporation,
a Virginia corporation,
its Managing Member

By: _____
David Mark Koogler,
President

STATE OF TEXAS §
 §
COUNTY OF _____ §

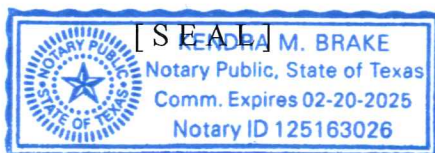
This instrument was acknowledged before me on this _____ day of _____, 2021, by David Mark Koogler, President of Mark-Dana Corporation, a Virginia corporation, Managing Member of Seaside Lodge Advisors, LLC, a Texas limited liability company, general partner of **SEASIDE LODGE, LP**, a Texas limited partnership, on behalf of said limited partnership.

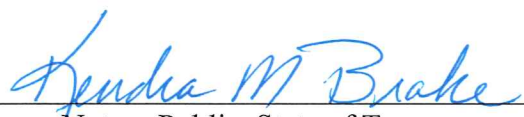
[S E A L]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Montgomery §

This instrument was acknowledged before me on this 20th day of APRIL, 2021, by Patrick Ezzell, President of Urban Partnerships Community Development Corporation, a Texas non-profit corporation.




Notary Public, State of Texas

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFE
County Attorney

By: _____
RANDY KEENAN
Assistant County Attorney
CA File ID: 21GEN1023

By: _____
LINA HIDALGO
County Judge

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 _____, 2021 with the following members present except _____.

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

**ORDER AUTHORIZING FIRST AMENDMENT TO AGREEMENT BETWEEN
HARRIS COUNTY AND URBAN PARTNERSHIPS COMMUNITY DEVELOPMENT
CORPORATION AND SEASIDE LODGE, LP. FOR THE SEASIDE LODGE AT
CHESAPEAKE BAY 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. 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 County Judge is authorized to execute the First Amendment to the Agreement between Harris County and Urban Partnerships Community Development Corporation and Seaside Lodge, LP, for the Seaside Lodge at Chesapeake Bay Apartments Project. This amendment updates the Budget exhibit to (i) indicate the utilization of \$5,099,487.40 from the FY 2016 Community Development Block Grant – Disaster Recovery (CDBG-DR) Affordable Rental Program with a corresponding decrease from the FY 2017 Community Development Block Grant – Disaster Recovery (CDBG-DR) Budget; and (ii) reflect line-item reallocations totaling \$1,127,733.00 to Direct Construction from the Site and Other Construction line items. The Harris County grant contribution remains consistent at \$13,571,654.00. The First Amendment to Agreement 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.