

FIRST AMENDMENT TO AFFORDABLE HOUSING FUNDING AGREEMENT

THIS FIRST AMENDMENT TO AFFORDABLE HOUSING FUNDING AGREEMENT (“First Amendment”), made and entered into, by and between the City of Columbia, Missouri, a municipal corporation (hereinafter “City”), the Housing Authority of the City of Columbia, Missouri, a municipal corporation of the State of Missouri (hereinafter “Agency”), and Park Avenue Housing Development Group, LP, a limited partnership organized in the State of Missouri (hereinafter “Property Owner”) with an effective date of the last party’s execution of this Agreement (the City, the Agency, and the Property Owner being the “Parties”).

WITNESSETH:

WHEREAS, the City, the Agency, and the Property Owner entered into that certain Affordable Housing Funding Agreement effective as of April 21, 2023 (“Initial Agreement”); and

WHEREAS, the Parties hereto desire to amend the Initial Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this First Amendment and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto agree as follows.

1. Section 1 of the Initial Agreement is hereby amended and restated as follows:

“1. Statement of Work

Subject to the terms and conditions of this Agreement, the City agrees to provide the Property Owner TWO MILLION DOLLARS (\$2,000,000.00) to provide improvements to the buildings and property located at Park Avenue Apartments, Columbia, Missouri legally described above; in accordance with items included in its application for ARPA funding submitted by the Agency. Funding shall be provided in the form of a secured loan, to be repaid with one percent (1%) interest upon sale or use of the property for a purpose that does not comply with Section 603 of Title VI of the Social Security Act, the terms of this Agreement, or for uses prohibited by Section 603 of Title VI of the Social Security Act, prior to December 31, 2057 (“Discharge Date”). Failure of Agency or Property Owner to comply with all terms, conditions, and requirements of the ARPA Program prior to the Discharge Date shall require repayment of funds to the City of Columbia upon demand.”

2. Section 2.a. of the Initial Agreement is hereby amended and restated as follows:

“a. Term of Agreement and Term of Loan. The term of this Agreement shall continue through December 31, 2057. The term of the Loan shall have a maturity date of December 31, 2057.”

3. Section 3.a. of the Initial Agreement is hereby amended by deleting the phrase “90 days of the Effective Date” therefrom and by inserting the phrase “June 30, 2025” in lieu thereof.
4. Section 3.b. of the Initial Agreement is hereby amended by deleting the phrase “July 31, 2024” therefrom and by inserting the phrase “December 31, 2025” in lieu thereof.
5. Section 3.c. of the Initial Agreement is hereby amended by deleting the phrase “no later than December 31, 2024” and replacing it with the phrase “in accordance with all applicable federal funding deadlines.”

6. The Initial Agreement, as amended by this First Amendment, is hereby ratified and affirmed and remains in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

PARK AVENUE HOUSING DEVELOPMENT GROUP, LP, a Missouri limited partnership

By: Park Avenue Housing GP, LLC, a Missouri limited liability company, general partner

By: Columbia Community Housing Trust, a Missouri nonprofit corporation, sole member

By: _____
Bob Hutton, President

Date: _____

HOUSING AUTHORITY OF THE CITY OF COLUMBIA, MISSOURI

By: _____
Randy Cole, Chief Executive Officer

Date: _____