

Council Bill:     B 149-25    

MOTION TO AMEND: \_\_\_\_\_

MADE BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

MOTION: I move that Council Bill     B 149-25     be amended as set forth on this amendment sheet.

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The Exhibit A attached to this amendment sheet is substituted for the Exhibit A attached to the original ordinance.

## **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.

The Project will be a mixed-income development qualifying for the low-income housing credit under Internal Revenue Code Section 42 as follows: seventy-one (71) units in total will be designated as floating low-income units being leased to qualifying tenants at or below 60% of area median income and eight (8) floating units will be market rate, such that approximately 89.87% of project costs will be eligible for the low-income housing credit. ARPA funds used for the Project will fund project costs associated with low-income units, all in accordance with the United States Department of the Treasury Affordable Housing How-To Guide (How to Use State and Local Fiscal Recovery Funds for Affordable Housing Production and Preservation) which includes low-income housing credit developments as a presumptive eligible use of ARPA funds. The subrecipient agrees to maintain as low-income units a minimum of 71 units and not less than the total number of units financed by State and Local Fiscal Recovery Funds (SLRF) attributable to the percent of SLRF funds expended on the total development costs for the project.”

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 2(b) of the Initial Agreement is hereby amended by inserting the following sentence at the end thereof: “Notwithstanding anything to the contrary, the affordability and income restrictions set forth herein shall apply to seventy-one (71) of the seventy-nine (79) residential units in the Project. Eight (8) units in the Project shall be market rate and shall not be subject to the affordability and income restrictions set forth herein in accordance with applicable program regulations and guidelines.”
4. 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 “October 1, 2025” in lieu thereof.
5. Section 3.b. of the Initial Agreement is hereby amended by deleting the phrase “July 31, 2024” therefrom and by inserting the phrase “March 31, 2026” in lieu thereof.
6. 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.”
7. The seventh “WHEREAS” clause in the Initial Agreement is hereby amended by deleting the legal description set forth therein and inserting the following legal description in lieu thereof:

LOTS 1, 2 AND 3, PARK AVENUE, PLAT NO. 1A, RECORDED IN PLAT BOOK 57, PAGE 73, COLUMBIA, BOONE COUNTY, MISSOURI AND LOCATED IN SECTION 12, TOWNSHIP 48 NORTH, RANGE 13 WEST.

8. The following Sections 25 and 26 are hereby added to the Agreement:

25. Rights to Inventions Made Under a Contract or Agreement

If Agency or Property Owner wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, the requirements of 37 CFR Part 401 shall be complied with as applicable.

26. Clean Air Act & Federal Water Pollution Control Act

Where applicable, all contracts for the purchase of goods in excess of \$100,000, Agency and Property Owner agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401. Agency and Property Owner agree to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251. Agency and Property Owner agree to report each violation of the Clean Air Act and the Water Pollution Control Act to City and understands that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Agency and Property Owner agree to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

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

{Signatures on Following Page}

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/bt

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: \_\_\_\_\_  
Randall Cole, Chief Executive Officer

Date: \_\_\_\_\_