

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 NET FISCAL IMPACT	 <u>-0</u>	 =	 =	 =	 =
 # ADDITIONAL FTE POSITIONS (Cumulative)	 _____	 _____	 _____	 _____	 _____

Is Item Included In Current Budget? Yes ___ No ___

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Program Code/Grant Year: _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

 EDO Budget Analyst

 HCD Fiscal Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

No additional fiscal impact, time extension only.

[Signature] 3-25-08

 OFMB
[Stamp] 3/25/08 *en* 3/20/08

[Signature] 3/25/08

 Contract Dev. and Control
 3/25/08

This amendment complies with our review requirements.

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Economic Department Director

 Housing & Community Development Director

This summary is not to be used as a basis for payment.

FIRST AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY
AND
TRIPP ELECTRIC MOTORS, INC.

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2008, by and between Palm Beach County (hereinafter referred to as the "County"), a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and **Tripp Electric Motors, Inc.**, a corporation duly organized and authorized to do business in the State of Florida, having its principal office at **1233 NW Avenue L, Belle Glade, Florida 33430** and whose **Federal Tax Identification Number is 65-0373189**, hereinafter referred to as the "Company."

WITNESSETH

WHEREAS, on February 28, 2006, Palm Beach County and **Tripp Electric Motors, Inc.** entered into an Agreement (R2006-0292) to provide \$400,000 in Community Development Block Grant funds for the purchase/installation of specialized equipment and for parking lot improvements, and to create twenty-seven (27) full-time equivalent jobs as specified in Exhibit "A" of the Agreement; and

WHEREAS, Tripp Electric Motors, Inc. requests a one year contract extension and a revision in the project line items and costs in Exhibit "A" to include the purchase of building materials to build a metal warehouse necessary to house a 20 ton crane and a submersible pump tank and remaining within the contracted amount; and

WHEREAS, the Palm Beach County Board of County Commissioners are aware of the need for economic revitalization and the creation of twenty-seven (27) full-time equivalent jobs for low- and moderate income residents in the Lake Okeechobee region; and

WHEREAS, Palm Beach County desires to modify the original Agreement entered into on March 13, 2007 by extending the project completion date from December 31, 2007 to December 31, 2008 and to readjust the project line items and costs to include the purchase of building materials for a warehouse; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

1. **PART III** entitled **COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT**

A. Sentence 3 of Section I. **MAXIMUM COMPENSATION** is hereby deleted and replaced with the following:

This Agreement shall be retroactive and commence on the 1st day of January 2007 and end on the 31st day of December 2008.

B. Sentence 3 of Section 2. **TIME OF PERFORMANCE** is hereby deleted and replaced with the following:

In any event, all services required hereunder shall be completed by the Company by December 31, 2008.

2. **EXHIBIT "A" Entitled WORK PROGRAM NARRATIVE**

I. **The COMPANY Agrees to:**

A. Paragraph 1, Section A. entitled PURCHASE OF EQUIPMENT AND OTHER APPROVED ITEMS is hereby deleted and replaced with the following:

Purchase equipment and other approved items for use in the Company's growth and expansion at 1233 NW Avenue L, Belle Glade, Florida 33430. The terms of the approval will allow the business to be reimbursed for the following categories: acquisition of equipment including installation, parking lot improvements, and the purchase of building materials for a new warehouse. The County shall file liens on all equipment purchased, the parking lot improvements and the building materials, in whole or in part, with County funds. Such liens will be filed within one week of the Company being reimbursed by the County for the equipment purchased, the parking lot improvements and the building materials. The approved list and approximate costs are listed below in PART II of Section A.

B. Paragraph 1, Section F. entitled REPORTS: The Company shall submit the reports listed below to EDO:

1) Sentence 3 is hereby deleted and replaced with:

For year two (2), year three (3) and year (4), the Company will only submit annual reports (due by January 31, 2009, January 31, 2010 and January 31, 2011, respectively).

II. **The COUNTY agrees to:**

C. Paragraph 1, Section A is hereby deleted and replaced with:

Provide up to **four hundred thousand dollars (\$400,000)** in funding to purchase the following: An Infrared Thermography, 20 Ton Crane, Vacuum

Pressure Impregnation Chamber (VPI), 4160 Test Panel, Laser Shaft and a Submersible Pump Tank, parking lot improvements and building materials.

NOTE 1: The 20 Ton Crane and the Submersible Pump Tank shall not be reimbursed until the new facility which will house the equipment has been constructed.

NOTE 2: The approximate costs per item (*including installation*) are as follows:

a. Infrared Thermography	- \$ 22,699
b. 20 Ton Crane	- \$ 55,000
c. Vacuum Pressure Impregnation Chamber (VPI)	- \$ 50,000
d. 4160 Test Panel	- \$ 80,000
e. Laser Shaft	- \$ 4,244
f. Submersible Pump Tank	- \$ 5,500
g. Completion of a parking lot	- \$ 35,093
h. Building Materials for Warehouse	- <u>\$147,464</u>
	\$400,000

(The remainder of this page has been left intentionally blank.)

EXHIBIT "F"

Return to:

Kevin Johns, Economic Development Director
Economic Development Office
301 North Olive Ave., 10th Floor
West Palm Beach, Florida 33401

DECLARATION OF RESTRICTIONS

The undersigned, **Tripp Electric Motors, Inc.**, a corporation duly authorized to do business in the State of Florida, having its principal office at **1233 NW Avenue L, Belle Glade, Florida 33430**, hereinafter referred to as "Declarant", for the property described below, in consideration of funding in the amount of **one hundred eighty-two thousand five hundred fifty-seven dollars (\$182,557)** received from the Palm Beach County Board of County Commissioners (the "County") does hereby grant to the County the following restrictions against the subject property, hereinafter referred to as "the Property," and described as:

1233 NW Avenue L

Belle Glade, Florida 33430

PCN: 04-37-43-30-00-000-7350

Subdivision:

Legal Description: 30-43-37, N 295 FT OF S 330 FT OF E 81.75 FT OF W 1137.75 FT OF SW ¼ Book 21394/Page 1928

Commence at the Southwest corner of Section 30, Township 43 South, Range 37 East; thence North 89°59'04" East, along the South line of said Section 30, a distance of 1056.00 feet; thence North 00°00'56" West, perpendicular to said South line of Section 30, a distance of 35.00 feet to a point lying on the North right-of-way line of Northwest Avenue "L" (Airport Road), according to O.R. Book 980, page 171, as recorded in the Public Records of Palm Beach County, Florida, said point also being the Point of Beginning; thence continue North 00°00'56" West, along said perpendicular line, 295.00 feet; thence North 89°59'04" East, along a line lying 330.00 feet North of and parallel with the South line of said Section 30, a distance of 81.75 feet; thence South 00°00'56" East, parallel to said perpendicular line, 295.00 feet to the North right-of-way line of said Northwest Avenue "L" (Airport Road); thence South 89° 59'04" West along said North right-of-way line, a distance of 81.75 feet to the Point of Beginning. Said lands lying in Palm Beach County, Florida, containing 24,116 square feet (0.5536 acres) more or less.

Reserving an easement for ingress and egress over and across a portion of the described land and being more particularly described as follows:

The East 10.00 feet of the South 288.50 feet thereof.

1. These restrictions shall be deemed a covenant running with the land and are binding upon the undersigned, its heirs, executors, successors, and assigns. These restrictions can only be terminated or released by the Palm Beach County Board of County

Commissioners in writing, and executed with the same formalities as this document.

2. In consideration of the County's grant in the amount of **one hundred eighty-two thousand five hundred fifty-seven dollars (\$182,557)** (in CDBG dollars) as provided through a grant Agreement with the County dated **March 13, 2007**, the Declarant hereby covenants and agrees for a period of 10 years commencing with the expiration date of said grant Agreement, **March 13, 2017** (as may be amended from time to time) to use the Property as a **light industrial business** (the use or planned use) as described in the Declarant's funding application to the County, and the Declarant further agrees to maintain insurance as required in the grant Agreement.

3. The Declarant agrees in regard to the use of the Property whose acquisition or improvements were funded through the grant Agreement that for a period not less than ten (10) years after the expiration date of said Agreement, **March 13, 2017** (as may be amended from time to time):

(a) The Declarant shall not change the use or planned use, or discontinue use, of the Property (including the beneficiaries of such use) from that for which the acquisition or improvements were made, unless the Declarant provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

1. The new use of the Property, in the sole opinion of the County, qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or

2. The requirements of paragraph 3(b) of this section are met.

(b) If the Declarant determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under paragraph 3(a)(1) of this section or discontinue use of the Property, it may retain or dispose of the facility for such use if the County is first reimbursed in the amount of **one hundred eighty-two thousand five hundred fifty-seven dollars (\$182,557)** plus the highest legal rate of interest from the time of release of funds by the County to the Declarant for acquisition of, or improvements to the facility/Property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made solely by the County.

(c) Following the reimbursement of CDBG funds by the Declarant to the County pursuant to paragraph 3(b) above, the facility/Property will then no longer be subject to these restrictions, and the County shall then release these restrictions as described above.

The Declarant shall obtain approval of the County, through its Economic Development Office in the event of any proposed sale, conveyance or transfer of the subject Property, Any approved sale or conveyance of the subject Property by the Declarant shall be

contingent upon the receipt of the payment by the Declarant to the County in accordance with the provisions of paragraph 3(b) above, or the receipt of a commitment, executed by a subsequent owner acceptable to the County, confirming its acceptance of the restrictions and conditions provided herein for the duration of this Declaration.

Notwithstanding the foregoing, the restrictions set forth herein shall run with the land whether or not such commitment is obtained from a subsequent owner.

4. The Declarant agrees to notify the County of any litigation, suits, liens, judgments or pending foreclosure on the subject Property within five (5) working days of the receipt of said notice by the Declarant.

5. The Declarant acknowledges and covenants that the provisions specified below constitute a default under this Declaration for which there may be a forfeiture of the Declarant's title to the Property:

- (a) Failure of the Declarant to perform any covenant, agreement, term, or condition contained herein or in the grant Agreement referenced in Section 2 above.

Notwithstanding the foregoing, and in the sole discretion of the County, upon providing notice to the Declarant of its determination that the Declarant is in default of the terms of this Declaration, the County may, from time to time, at its sole discretion, cure each default under any covenant so curable in this Declaration, or in any instrument creating a lien upon the Property, or any part thereof, to such extent that the County, in its sole discretion, determines, and each amount paid, if any, by the County to cure any such default shall be paid by the Declarant to the County in addition to the highest rate of interest permitted by law from the time of release of funds by the County to the Declarant and shall constitute a lien against the Property which may be foreclosed if not discharged and satisfied within three (3) months of expenditure of such funds by the County. The County shall also become subrogated to whatever rights the holders of a prior lien might have under such instrument.

6. If the Declarant fails, neglects or refuses to perform any of the provisions, terms and conditions set forth herein, for any breach of this Declaration, the County shall have the right to file in a court of competent jurisdiction in Palm Beach County an action for:

- (a) Forfeiture of all the Declarant's rights, title, and interest in the Property for a breach of the restrictive covenants contained in this Declaration;
- (b) Due and unpaid real estate taxes, assessments, charges and penalties for which the Declarant is obligated to pay.

In addition to any remedy set forth herein, the County shall have such other remedies as are available at law or equity. The exercise or attempted exercise by the County of any right or remedy available under this Declaration shall not preclude the County from exercising any other right or remedy so available, nor shall any such exercise or attempted exercise constitute or be construed as an election of remedies. The

Declarant shall pay any reasonable expenses, including reasonable attorney's fees and costs incurred by the County, under this Declaration and the preparation and delivery of notices required hereunder. The failure or omission by the County to enforce any of its rights or remedies upon breach of any of the covenants, terms or conditions of this Declaration shall not bar or breach any of the County's rights or remedies on any subsequent default. Before the County shall pursue any of its rights or remedies under this Declaration, the County shall first give the Declarant written notice of the default complained of which such notice shall be given to the Declarant at its address shown above. The Declarant shall then have ten (10) working days from the date such notice is given to cure or correct any default.

7. Declarant shall submit to the County once each year a report detailing the Declarant's compliance with the terms of the grant Agreement and this Declaration of Restrictions.

8. Declarant relinquishes all rights to alter, amend, modify, or release these covenants prior to the completion of the ten year period described above unless the amendments are in writing and consented to by the County in writing.

9. In the event of any litigation to enforce the terms of the Declaration, the Declarant agrees to reimburse the County for all attorney's fees and costs associated with litigation.