Agenda Item #: 3I-2

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

**Meeting Date:** 

**December 6, 2016** 

[X] Consent

[] Regular

[ ] Ordinance

[ ] Public Hearing

**Department:** 

Department of Economic Sustainability

#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to Receive and File:** Amendment No. 005 to the Loan Agreement (R2014-1921) with Community Land Trust of Palm Beach County, Inc. (CLT) for the Davis Landings West project, under the Home Investment Partnership Program (HOME).

**Summary:** In accordance with County PPM CW-0-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The attached document has been executed on behalf of the Board of County Commissioners (BCC) by the County Administrator, or designee, in accordance with Agenda Item 3I-4 as approved by the BCC on October 21, 2014. Amendment No. 005 to the Loan Agreement with the CLT for the Davis Landings West project was executed on September 29, 2016. It extends the expenditure deadline from September 30, 2016 to November 30, 2016, increases the developer fee per unit from \$3,000 to \$3,500 and allows an earlier release of such fee based on satisfactory project progress. **HOME Program matching requirement is met from State SHIP funds.** District 3 (JB)

Background and Justification: On October 27, 2014, the County entered into a Loan Agreement (R2014-1921) with the CLT to provide a \$1,440,000 loan from HOME funds for the Davis Landings West project to be located at 4938 Davis Road in unincorporated Palm Beach County. Amendment No. 001 (R2015-0855) dated July 7, 2015, extended the closing date from May 30, 2015 to November 30, 2015. Amendment No. 002 (R2015-1709) dated September 29, 2015, increased the loan amount to \$1,747,743. Amendment No. 003 (R2015-0186) dated November 19, 2015, extended the closing date from November 30, 2015 to March 31, 2016. Amendment No. 004 dated March 28, 2016, imposed additional preconditions to loan closing and funds disbursement, changed the manner by which allocated funds are secured from 22 mortgages to one (1) mortgage, modified project costs allowable for reimbursement, and amended documents to be used for the project. This executed document is now being submitted to the BCC to receive and file.

Attacl	าment	(s):
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1. Amendment No. 005 to the Loan Agreement with Community Land Trust of Palm Beach County, Inc.

Recommended By:

Department Director

Data

Approved By:

**Assistant County Administrator** 

Date

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fisc	cal Years	2017	2018	2019	2020	2021
Сар	ital Expenditures					
Grai	nt Expenditures					
Exte	ernal Revenues					1
Prog	gram Income					
	ind Match (County)					
NET	FISCAL IMPACT 4	0				
ı	ODITIONAL FTE SITIONS (Cumulative)					
Is Item Included In Current Budget? Yes No						
	Dept Unit				od	
B.	Recommended Sou				!	
<b>'</b> =	<sup>≰</sup> No fiscal impact.				•	
C.	Departmental Fisca		Shairette M	ajor, Fiscal M	lanager II	
		III. <u>REV</u>	IEW COMM	<u>IENTS</u>		
A. OFMB Fiscal and/or Contract Development and Control Comments:						: :
	JUSA PL OFMB ET 11/15 M	ulishic	Cont	ract Develop	Junobos ment and Coi	111221)6
B.	Legal Sufficiency:			"   w   we		1 1 <b>\</b> 1
	Assistant County Atte	_ 11(23) [6 orney	<u>.                                    </u>			
C.	Other Department F	Review:				
	Department Director					

# AMENDMENT 005 TO THE LOAN AGREEMENT WITH COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

#### WITNESSETH:

WHEREAS, the County entered into a Loan Agreement (R2014-1921), with the Borrower on October 27, 2014, as amended by Amendment No. 001 (R2015-0855) on July 7, 2015, by Amendment No. 002 (R2015-1709) on September 29, 2015, by Amendment No. 003 (R2015-0186) on November 19, 2015, and by Amendment No. 004 (R2016-0625) on March 28, 2016, to provide \$1,747,743 of HOME Investment Partnerships Program funds for the construction of 22 affordable homes to be known as Davis Landings West; and

WHEREAS, the parties wish to modify the Loan Agreement to extend the expenditure deadline of the HOME funds.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### A. SECTION 1: RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

### B. SECTION 3: THE LOAN AND LOAN EXPENDITURE REQUIREMENTS

Replace the 100% Loan drawdown date of "September 30, 2016" with "November 30, 2016"

# C. SECTION 7: DISBURSEMENT OF LOAN FUNDS FOR ELIGIBLE PROJECT COSTS – Section 7 (E) Developer Fee:

Revise Section 7 (E) (i) to read as follows: "Borrower may receive payment of a developer fee not to exceed \$3,500 per HOME Assisted Unit upon the presentation to the County of a Certificate of Occupancy for each such unit. The County may, however, at its sole discretion, authorize the earlier release of the developer fees upon its determination that satisfactory progress has been made towards obtaining the Certificate of Occupancy. The developer fee shall be part of the maximum per-unit subsidy allowed as set forth previously in Section 6, as amended".

## D. SECTION 18 (C): DEFAULT: Failure to Use Funds or Close Loan

In the two instances referencing the reimbursement and use of HOME funds, replace "September 30, 2016" with "November 30, 2016".

Except as modified by this Amendment 005, and previously, the Loan Agreement, as amended, remains unmodified and in full force and effect in accordance with the terms thereof.

This Amendment 005 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

**IN WITNESS WHEREOF**, the Borrower and the County have caused this Amendment 005 to be executed on the date first above written.

	BORROWER
(SEAL)	COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a Florida non-profit corporation
	By: Cynthia LaCourse-Blum, Executive Director
	Date: 9/16/16
STATE OF FLORIDA COUNTY OF PALM BEACH	
Beach County, Inc., who is perso	rledged before me on, 2016, tive Director, of Community Land Trust of Palm nally known to me, or who has produced as identification and who did/did not take an oath.
TANYA WARD Commission # FF 198331 Expires February 10, 2019 Bonded Thru Troy Fain Insurance 800-385-7019	Signature: Mara
(NOTARY SEAL ABOVE)	Notary Name: TANYA WARD  Notary Public - State of Florida
	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida FOR ITS BOARD OF COUNTY COMMISSIONERS
	By: Shannon R. LaRocque Assistant County Administrator
	Date: 9-29-16
Approved as to Form and Legal Sufficiency	Approved as to Terms and Conditions Department of Economic Sustainability
By: James Brako Assistant County Attorney	By: Annual Annual Sherry Howard, Deputy Director Department of Economic Sustainability

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