Agenda Item #: **3I-2**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

	ng					
Department: Housing and Economic Sustainability	Housing and Economic Sustainability					

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment 004 to the Loan Agreement (R2017-0427) with Neighborhood Renaissance, Inc., under the Neighborhood Stabilization Program 2 (NSP2).

Summary: The attached documents have been executed on behalf of the Board of County Commissioners by the County Administrator in accordance with Agenda Item 3I-3 dated May 17, 2016. Amendment 004 with Neighborhood Renaissance, Inc., amends the Loan Agreement (R2017-0427) providing \$4,016,174 in NSP2 program income funds for the construction of Mango Cove Apartments, a 36 unit affordable rental project in unincorporated Palm Beach County. This Amendment extends the date for the drawdown of all available loan funds to September 30, 2020. 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. <u>NSP2 program income funds are Federal grant funds which require no local match.</u> District 3 (HJF)

Background and Justification: NSP2 was funded by the U.S. Department of Housing and Urban Development for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes. Among the eligible uses of NSP2 is the redevelopment of residential properties. Net revenues generated by operation of NSP2 subrecipient activities are treated as NSP2 program income and are subject to applicable program requirements.

Attachment(s):

1. Amendment 004 to the Loan Agreement (R2017-0427) with Neighborhood Renaissance, Inc.

Recommended By:	Department Director	6/10/2020
-	O Department Director	Date
Approved By:	Doma ta. Meite	6/25/2000.
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: Α.

Fisca	l Years	2020	2021	2022	2023	2024
Capita	al Expenditures					
Opera	iting Costs					
Exterr	nal Revenues					
Progra	am Income (County)					
In-Kin	d Match (County)					
NET F	FISCAL IMPACT					
POSIT	DITIONAL FTE FIONS (Cumulative) Included In Current his Item include the		Ye: funds? Ye:	s <u>X</u> N s <u>X</u> N	lo lo	
	Dept Un Recommended Sou					-
	No fiscal impact. Departmental Fiscal	Review: Sha	irette Major,	Fiscal Mana	ager II	
		III. <u>REVIEV</u>		<u>TS</u>		
A. (OFMB Fiscal and/or	Contract Devel	opment and	Control Co	omments:	
	OFMB PL 6/12	5/2020 944 96/15	Contract	Developmen	t and Contr	Q 123/24

Legal Sufficiency: Β.

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Assistant County Attorney

C. **Other Department Review:**

Department Director

AMENDMENT 004 TO THE LOAN AGREEMENT WITH NEIGHBORHOOD RENAISSANCE, INC.

Amendment 004 to the Loan Agreement is made and entered into on <u><u>MAY</u> <u>17, 20</u>,20 by and between **Palm Beach County** ("County") and **Neighborhood Renaissance, Inc.** ("Borrower").</u>

WITNESSETH:

WHEREAS, County entered into a Loan Agreement (R2017-0427) with Borrower on February 13, 2017, to provide approximately \$4,500,000 of Neighborhood Stabilization Program 2 (NSP-2) funds for the purposes of constructing 36 apartments to be known as Mango Cove Apartments project; and

WHEREAS, on February 27, 2018, the Loan Agreement was amended by Amendment 001 (R2018-0415) to establish the initial portion of the loan made available to the Borrower; and

WHEREAS, on February 25, 2019, the Loan Agreement was amended by Amendment 002 (R2019-0512) to, among other matters, establish the updated amount of the loan made available to the Borrower;

WHEREAS, on January 15, 2020 the Loan Agreement was amended by Amendment 003 (R2020-0370) to establish, among other matters, the final amount of the loan made available to the Borrower and to extend the date for the loan expenditure requirements to March 31, 2020; and

WHEREAS, the County and Borrower have agreed to modify the Loan Agreement.

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. FOREGOING RECITALS AND TERMS

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 Loan Agreement.

B. SECTION 2(C): LOAN EXPENDITURE REQUIREMENTS

Delete "March 31, 2020" and replace it with "September 30, 2020".

Except as modified by this Amendment 004, the Loan Agreement, as amended, remains unmodified and in full force and effect and County and Borrower hereby ratify, confirm, and adopt the Agreement as amended hereby.

This Amendment 004 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, Borrower and the County have caused this Amendment 004 to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

Witnesses:

₩itness Signature

<u>Jewy (VSAW BAET 7</u> Print Witness Name

Witness Signature

Print Witness Name

STATE OF FLORIDA COUNTY OF PALM BEACH

NEIGHBORHOOD RENAISSANCE, INC., a Florida corporation not-for-profit

By: Terri Murray, Executive Director



The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on ____/21/2020 _____, by Terri Murray, as Executive Director of Neighborhood Renaissance, Inc., who is personally known to me, or who has produced _______ as identification and who did/did not take an oath.



CARRON KNOWLES MY COMMISSION #GG294345 EXPIRES: JAN 23, 2023 Bonded through 1st State Insurance

(NOTARY SEAL ABOVE)

Signature: Appon hlautes Notary Name:

Notary Public - State of Florida

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By:

Verdenia C. Baker County Administrator

Approved as to Terms and Conditions Dept. of Housing and Economic Sustainability

Bv:

Sherry Howard, Deputy Director

Approved as to Form and Legal Sufficiency

By: Howard J. Falcon III

Chief Assistant County Attorney