

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No
 Does this Item include the use of Federal funds? Yes X No

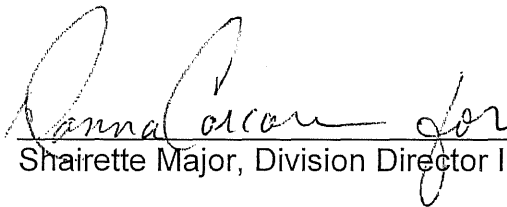
Budget Account No.:

Fund 1103 Dept. 143 Unit 1434 Object 8201 Program Code/Period Various

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

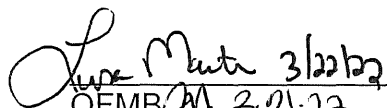
No additional fiscal impact

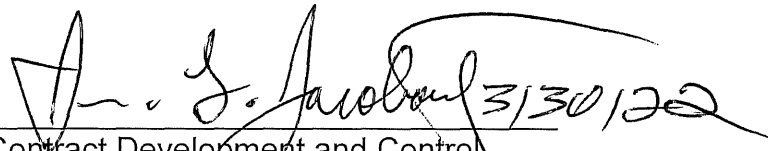
C. Departmental Fiscal Review:


 Shairette Major, Division Director II

III. REVIEW COMMENTS

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


 OFMB/AA 3/21/22
 (M) 3-22-22


 Contract Development and Control
 3/29-22 TD

B. Legal Sufficiency:


 Assistant County Attorney 3/30/22

C. Other Department Review:

 Department Director

AMENDMENT 001 TO THE LOAN AGREEMENT
WITH
HABITAT HOUSING SOLUTIONS, INC.

Amendment 001 to the Loan Agreement is made and entered into on February 25, 2022, by and between **Palm Beach County** ("County") and **Habitat Housing Solutions, Inc.** ("Borrower").

WITNESSETH:

WHEREAS, the County entered into a Loan Agreement (R2021-1076) with Borrower on May 11, 2021, to provide \$315,672 of HOME Investment Partnerships Program (HOME) funds for the purpose of constructing three (3) affordable housing units in the Glades Area; and

WHEREAS, the Borrower has experienced delays in project implementation due to the resurgence of the COVID 19 virus and interruptions in the supply chain; and

WHEREAS, the Borrower has requested, attached hereto as Attachment 1, that the Loan Agreement be revised to reflect the project timeline and related Performance Requirements to successfully complete these affordable homes; and

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:

SECTION 3: THE LOAN AND LOAN EXPENDITURE REQUIREMENTS

The following performance requirements and dates are revised as follows:

- 100% of Loan to be drawn by April 30, 2022, is extended to December 31, 2022.
- Certificates of Occupancy to be issued by April 30, 2022, is extended to December 31, 2022.
- Units to be Sold/Placed into Service by July 31, 2022, is extended to March 31, 2023.

The Parties acknowledge that all Sections of the Loan Agreement impacted by these changes are deemed to be revised to reflect the revisions noted above.

IN WITNESS WHEREOF, Borrower and the County have caused this Amendment 001 to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

BORROWER:

Witnesses:

HABITAT HOUSING SOLUTIONS, INC.,
a Florida not-for-profit corporation

[Signature]
Witness Signature

By: [Signature]
Donald Gill, Chief Operating Officer

Michael R. Wilson
Print Witness Name

(SEAL)
Corporation not-for-profit

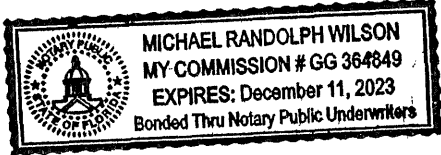
[Signature]
Witness Signature



Christine Cervantes
Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on this 23rd day of February, 2022, by Donald Gill, as Chief Operating Officer of Habitat Housing Solutions, Inc., who is personally known to me, or who has produced _____ as identification and who did/did not take an oath.



Signature: [Signature]

Notary Name: Michael R. Wilson
Notary Public - State of Florida

(NOTARY SEAL ABOVE)

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
FOR ITS BOARD OF COUNTY COMMISSIONERS

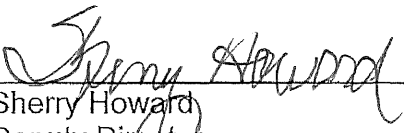
By 
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Approved as to Form and
Legal Sufficiency

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

By: **Howard J. Falcon III**
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: DC=org, DC=pbcgov, OU=Enterprise,
OU=CATT, OU=Users, CN=Howard J.
Falcon III, E=HFalcon@pbcgov.org
Reason: I am the author of this document
Location: your signing location here
Date: 2022.03.02 15:25:54-05'00'
Foxit Reader Version: 10.1.0

By: 
Sherry Howard
Deputy Director

AMENDMENT 001 TO THE LOAN AGREEMENT
WITH
COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

Amendment 001 to the Loan Agreement is made and entered into on February 8, 2022, by and between **Palm Beach County** ("County") and **Community Land Trust of Palm Beach County, Inc.** ("Borrower").

WITNESSETH:

WHEREAS, the County entered into a Loan Agreement (R2021-1077) with the Borrower on June 29, 2021, to provide a loan of \$92,000 and a grant of \$9,500 in HOME Investment Partnership Program funds for the construction of a single family home at 127 South F Street, Lake Worth Beach; and

WHEREAS, the Borrower has experienced delays in project implementation due to the impacts of the COVID 19 pandemic and has requested a ninety (90) extension to the expenditure and project completion requirements in the Loan Agreement; and

WHEREAS, the parties agree that it is in everyone's best interest to modify the Loan Agreement to reflect additional time for project implementation.

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: GRANT AND GRANT EXPENDITURE REQUIREMENTS

Delete the Grant expenditure date of "May 31, 2022" and replace it with "August 31, 2022".

C. SECTION 3: LOAN AND LOAN EXPENDITURE REQUIREMENTS

The Borrower shall implement the Project per the following revised dates:

- The Borrower shall have drawn **50% of the Loan by April 30, 2022.**
- The Borrower shall have drawn **100% of the Loan by August 31, 2022.**
- The Borrower shall have completed construction of, and secured final certificates of occupancy for, the HOME Assisted Unit **by August 31, 2022.**
- The Borrower shall have sold the HOME Assisted Unit to a First-Time Homebuyer and placed such unit into service **by August 31, 2022.**

Except as modified by this Amendment 001, the Loan Agreement, remains unmodified and in full force and effect in accordance with the terms thereof.

This Amendment 001 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 001 to be executed on the date first above written.

Signed, sealed and delivered
in the presence of:

Witnesses:

[Handwritten Signature]

Witness Signature

Christina Hewitt

Print Witness Name

[Handwritten Signature]

Witness Signature

Lupe Julius Quitos

Print Witness Name

BORROWER:

**COMMUNITY LAND TRUST
OF PALM BEACH COUNTY, INC.**
a Florida not-for-profit corporation

[Handwritten Signature]

By: _____

Cynthia LaCourse-Blum,
Executive Director

Date: 1/27/22

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 27 day of January, 2022, by Cynthia LaCourse-Blum, as Executive Director of Community Land Trust of Palm Beach County, Inc., who is personally known to me, or who has produced Driver's License as identification and who did/did not take an oath.

Signature: [Handwritten Signature]


Notary Name: Lupe Julius-Quitos
Notary Public - State of Florida

(NOTARY SEAL ABOVE)



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

For its BOARD OF COUNTY COMMISSIONERS

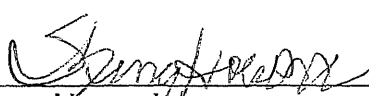
By: 
Jonathan B. Brown, Director
Dept. of Housing and Economic Development

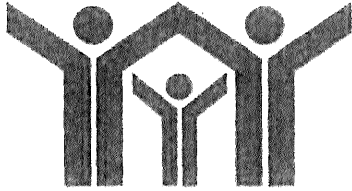
Approved as to Form and
Legal Sufficiency

By: Howard J. Falcon III
Howard J. Falcon III
Chief Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: DC=org, O=Category, OU=Enterprise,
OU=CATT, OU=Users, CN=Howard J.
Falcon III, E=Hfalcon@pbpcw.org
Reason: I am the author of this document
Location: your signing location here
Date: 2022.02.10 11:45:02-0500
Foxit Reader Version: 10.1.0

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

By: 
Sherry Howard
Deputy Director



**Habitat Housing
Solutions, Inc.**

Peter Gates
Acting CEO
Habitat for Humanity of Palm Beach County
Peter@habitatpbc.org
561-676-1417

Jonathan Brown
Director DES

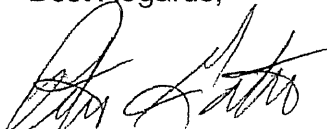
Dear Mr. Brown,
I hope you are doing well during these challenging times.

On Behalf of Habitat Housing Solutions, I am requesting an extension to the 2019 Loan Agreement between Palm Beach County and Habitat Housing Solutions Incorporated, dated May 11, 2021, in the amount of \$315,672.

Due to the resurgence of the COVID virus, supply chain issues and the delay in closing the loan, we will have difficulty meeting the April 30, 2022 CO date and would like to amend the agreement and extend the completion dates by nine months. That would change the 100% funds expenditure and the CO date to December 31, 2022 and the occupancy date to March 31, 2023.

We thank you very much for your consideration of the extension request. We appreciate very much our partnership with Palm Beach County and look forward to continuing our great relationship in the future.

Best Regards,



Peter Gates



OFFICERS:

Timothy P Wheat
President
Development/Real
Estate Sector
Representative

Hazel Lucas
Vice President
Florida Rural Legal
Services

Andrew E. Zeeman
Treasurer
Peninsular Electric

Silvia Ricketts
Secretary
CLT Lessee Member

DIRECTORS:

Shirley Erazo
Delray Beach
Housing Authority

Tangenica Henry
CLT Lessee Member

Tammy McDonald
Palm Beach County
Housing Authority

Derrick Penn
CLT Lessee Member

Randy S. Wertepny,
P.E.
Kesahavarz and
Associates

Sandra Young
CLT Lessee Member

November 15, 2021

Jonathan B. Brown, Director
PBC Housing & Economic Development Department
100 Australian Avenue
West Palm Beach FL 33406

Re: Extension on HOME CHDO Expenditure Deadlines

Dear Mr. Brown:

I would like to take this opportunity to express my sincere gratitude to you and the Palm Beach County Board of County Commissioners for the strong and continued support of the Community Land Trust of Palm Beach County and the Treasure Coast (CLT of PBCTC). We have partnered with your Department to develop many successful, affordable housing projects in the County.

I am very pleased to report that we have the unit that is being funded with HOME CHDO dollars located at 127 S F Street, Lake Worth Beach, FL under contract to be sold. Unfortunately, due to ongoing Covid related delays, first with getting the HOME CHDO Agreement, and now staff shortages with our design professionals, we need to extend the expenditure deadlines in the Agreement.

The current deadlines in the HOME CHDO Agreement are as follows:

50% expenditure requirement by January 31, 2022

100% expenditure requirement by May 31, 2022

CO requirement by May 31, 2022

Unit sold and project complete by Aug 31, 2022

We are still able to complete the project, and have it sold by August 31, 2022; however, we will need a 3-month extension on the expenditure deadlines. Therefore, we are requesting either a 3-month extension on the 50%, 100%, and CO deadlines or to drop the expenditure and CO deadlines and just have an overall completion deadline of August 31, 2022.

We respectfully request your kind consideration of our request to extend the HOME CHDO Loan. Please let us know what additional information is needed to process this request.

Sincerely,

Cindee LaCourse-Blum

Cindee LaCourse-Blum, Executive Director

4938 Davis Road • Lake Worth, Florida 33461

Phone: (561) 319 2211

ATTACHMENT 4