

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	January 6, 2026	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF



Motion and Title: Staff recommends motion to receive and file: a First Amendment to the Deposit Receipt and Contract for Sale and Purchase with True Gospel Holiness Christian Center Inc., a Florida not-for-profit corporation, (True Gospel) to remove the requirement for True Gospel to provide a storm water drainage easement at closing and extend the closing date.

Summary: On February 11, 2025, the Board of County Commissioners (BCC) approved a Deposit Receipt and Contract for Sale and Purchase with True Gospel (R2025-0223) (Agreement) for the sale of approximately 5,320 square feet of retail space located at 361 W. Avenue A in Belle Glade (Property). On April 1, 2025, the BCC delegated authority to the County Administrator, or her designee, who in this case was the Director of Facilities Development and Operations (FDO Director), to approve and execute, subject to the review and approval of the Office of the County Attorney. This First Amendment to the Deposit Receipt and Contract for Sale and Purchase with True Gospel to remove the requirement for True Gospel to provide a storm water drainage easement at closing and extend the closing date. Said First Amendment was executed by the FDO Director on April 9, 2025. The executed First Amendment is now being submitted to the BCC as a receive and file. There is no fiscal impact associated with the approval of this item. (Property & Real Estate Management) District 6 (HJF)

Background and Justification: In accordance with County PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. On February 11, 2025, the BCC approved the Agreement for the sale of the Property at a purchase price of \$250,000. The Agreement obligated True Gospel to provide a perpetual, non-exclusive storm water drainage easement to the County at the time of closing. During the due diligence period, it was determined that the storm water drainage easement was not necessary, as there is no County purpose for such drainage easement. In accordance with the delegated authority approved by the BCC on April 1, 2025, the First Amendment was reviewed and approved by the Office of the County Attorney prior to being executed by True Gospel and the FDO Director on April 9, 2025. The real estate transaction closed on April 21, 2025.

Attachments:

- 1. Location Map
- 2. First Amendment to the Deposit Receipt and Contract for Sale and Purchase

Recommended By:		11/14/25
	Department Director	Date
Approved By:		11/23/25
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Does this item include the use of state funds? Yes _____ No X

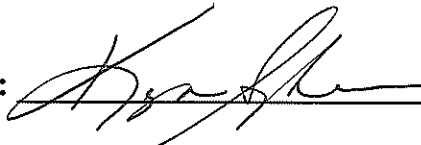
Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: There is no fiscal impact associated with this agenda item.

Fixed Asset Number: N/A

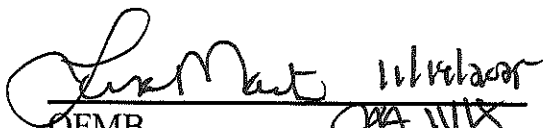
PCN Numbers: 74-43-43-22-12-008-0010


C. Departmental Fiscal Review:




III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB 11/18/25
11/18


Contract Development and Control 11/20/25
26 11.19.25
11-18-25 TW

B. Legal Sufficiency:


Assistant County Attorney 11/20/25

C. Other Department Review:

Department Director

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

LOCATION MAP

PCN: 04-37-43-31-22-004-0070

DISTRICT 6

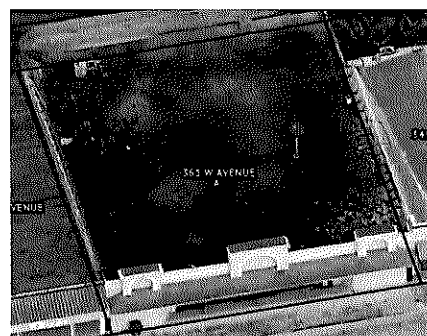


March 17, 2025

STREET VIEWS:



Street View - Front



Pictometry - Top View

Attachment #1

Attachment #2

First Amendment to the Deposit Receipt and Contract for Sale and Purchase

**FIRST AMENDMENT TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND
PURCHASE AGREEMENT**

THIS FIRST AMENDMENT TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE, ("First Amendment") is made and entered into April 9, 2025, ("Effective Date") by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **TRUE GOSPEL HOLINESS CHRISTIAN CENTER INC.**, a Florida Corporation, ("Buyer") ("County" and "Buyer" referred to collectively as the "Parties").

WHEREAS, County and Buyer entered into that certain Deposit Receipt And Contract For Sale And Purchase dated February 11, 2025 (R2025-0223) (the "Agreement") for the sale and purchase of County-owned real property located at 361 W Avenue A in West Palm Beach (PCN: 04-37-43-31-22-004-0070) ("Property"); and

WHEREAS, the Agreement calls for a perpetual, non-exclusive storm water drainage easement to be conveyed to County at closing; and

WHEREAS, County has determined that there is no County purpose for said storm water drainage easement and, accordingly, does not require a storm water drainage easement to be conveyed to County; and

WHEREAS, the closing of the real estate transaction for the sale and purchase of the Property was set to occur within thirty (30) days from the Effective Date of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to extend the closing period and remove the storm water drainage easement from the closing requirements.

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

1. 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, as amended.
2. Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:
 6. INTENTIONALLY DELETED.
3. The closing period as set forth in Section 3 of the Agreement is hereby extended to occur on or before fifteen (15) days from the Effective Date of this First Amendment.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BUYER:

TRUE GOSPEL HOLINESS CHRISTIAN
CENTER INC., a Florida Corporation

By: [Signature]
Witness Signature

5^r Camilita Francisque
Witness Printed Name

By: [Signature]
Signature

Dr. Abner Noel
Print Name

By: [Signature]
Witness Signature

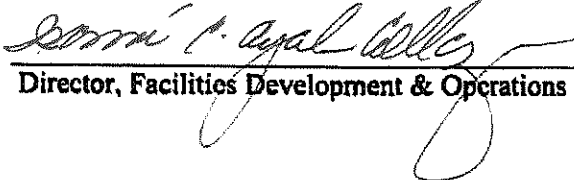
Fredo Phanor
Witness Printed Name

Pastor
Title

[Signatures continued on next page.]

FIRST AMENDMENT TO DEPOSIT RECEIPT AND CONTRACT FOR SALE AND PURCHASE
between PALM BEACH COUNTY and TRUE GOSPEL HOLINESS CHRISTIAN CENTER INC.

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: 
Director, Facilities Development & Operations

**APPROVED AS TO LEGAL
SUFFICIENCY:**

By: **Howard Falcon** 
Assistant County Attorney

Digitally signed by Howard J. Falcon III
DN: c=US, o=Palm Beach County, ou=Enterprise
IT, ou=Users, cn=Howard J.
Falcon, email=E-HFalcon@pbc.gov
I am approving this document
Date: 2025.04.08 09:58:16-04'00'
PDF Editor Version: 12.1.0

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: 
Director, Property & Real Estate Management