



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	4,150,000				
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>4,150,000</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Proposed Budget? Yes  X  No    
 Does this Item include the use of Federal funds? Yes   No  X


Budget Account No.:

Fund 1164 Dept. 143 Unit Various Object 8201 Program Code/Period N/A

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

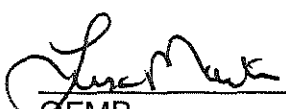
Approval of this agenda item will appropriate \$4,150,000 in County ARPA Response Replacement Fund funding for three (3) affordable housing projects as follows: Roseland Gardens (\$3,000,000), 4825 Maine Street (\$600,000), and Omega Apartments (\$550,000).

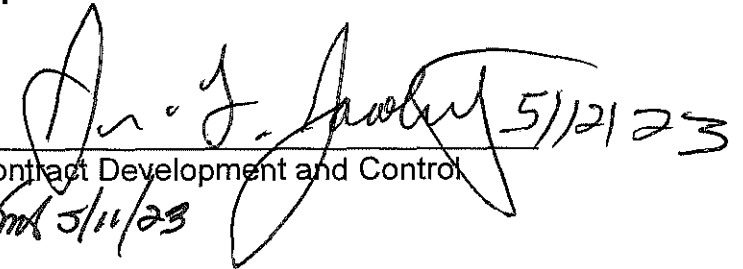
**C. Departmental Fiscal Review:**

  
 \_\_\_\_\_  
 Valerie Alleyne, Division Director II  
 Finance and Administrative Services, DHED

**III. REVIEW COMMENTS**

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

 5/9/2023  
 \_\_\_\_\_  
 OFMB

 5/11/23  
 \_\_\_\_\_  
 Contract Development and Control

UM  
 5/9  
 5/11/23

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Chief Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**Summary: (Continued from Page 1)**

All County-assisted units will remain affordable to tenants with incomes no greater than 80% of AMI for no less than 30 years. The funding agreements and related documents pursuant to these funds will be between the County and the entities identified herein or their respective successors and/or assigns. To facilitate project implementation, staff requests authorization for the County Administrator, or designee, to execute the loan agreements and related documents. **These are County ARPA Response Replacement funds that do not require a local match.** Districts 2 and 3 (HJF)

**Background and Policy Issues: (continued from Page 1)**

A total of seven (7) proposals were received in response to the RFP. Three (3) proposals were determined to be responsive to the eligibility and submittal requirements of the RFP. Four (4) proposals were determined to be ineligible or non-responsive. The RFP selection committee reviewed and scored responsive proposals during a public meeting on April 14, 2023. The proposal scores and ranking were as follows:

<b>Rank</b>	<b>Score</b>	<b>Project</b>	<b>Funding Recommendation</b>
1	288	Roseland Gardens	\$3,000,000
2	236	4825 Maine Street	\$600,000
3	189	Omega Apartments	\$550,000

All respondents to the RFP have been notified of the funding recommendations and of the RFP protest procedures. No protests were received by the protest period deadline.

**RFP HED.2023.2**  
**Selection Committee Score Tally Sheet**  
**April 14, 2023**

Selection Committee Members	4825 Maine Street	Roseland Gardens	Omega Apartments
Bolton, Jeffrey	77	96	49
Jenkins-Gaskin, Dorina	80	100	72
O'Keefe, Elena	79	92	68
<b>TOTAL SCORE</b>	<b>236</b>	<b>288</b>	<b>189</b>

ATTACHMENT 1



**RFP HED.2023.2**  
**Selection Committee Member Score Sheet**  
**April 14, 2023**

Scoring Criterion	Maximum Points	4825 Maine Street	Roseland Gardens	Omega Apartments
<b>Readiness to Proceed:</b> The project schedule and time frames are realistic and achievable. The project demonstrates the readiness to proceed in an expeditious manner following the award of County funds. There are no apparent obstacles that will jeopardize the project schedule. The Project will deliver into service County-Assisted housing units by target date of December 30, 2025.	20	18	19	5
<b>Qualifications and Experience:</b> Assessment of the Respondent and development team qualifications and experience with residential projects of a similar nature as that proposed.	20	17	18	10
<b>Leveraging:</b> Score for leveraging of other development sources based on amount of funding/subsidy from all County sources per County-Assisted housing unit, as follows: 20 Points: Less than \$20,000 per unit/ 15 Points: \$20,000-39,999 per unit 10 Points: \$40,000-59,999 per unit/ 5 Points: \$60,000-79,999 per unit 3 Points: \$80,000-99,999 per unit/ 0 Points: \$100,000-125,000 per unit	20	10	20	10 <del>10</del>
<b>Increased Lower Income Targeting:</b> Minimum RFP eligibility requirements demand that no less than twenty-five percent (25%) of the County-Assisted Housing Units be set aside for occupancy by households with incomes no greater than eighty percent (80%) AMI. Projects that voluntarily set aside a greater number of County-Assisted Housing Units for occupancy by households with incomes no greater than eighty percent (80%) AMI will receive additional points as follow: ≥50% of County-Assisted Housing Units 5 points ≥75% of County Assisted Housing Units 10 points 100% of County Assisted Housing Units 15 points Projects setting aside less than fifty percent (50%) of County-Assisted Housing Units for households with incomes no greater than eighty percent (80%) AMI will receive zero (0) points for this scoring criterion.	15	15	15	15
<b>Quality of Proposed Project:</b> Assessment of project development plan, design features, unit finishes, site amenities, number of affordable units/income targeting, proximity to employment centers, transportation hubs and services, and storm mitigation/resiliency features	10	9	9	6
<b>Financial Viability:</b> Assessment of financial viability of project, including availability of development funding sources and reasonableness of uses, revenues/expenses, ability to repay debt and meet future physical needs, and likelihood of sustainable performance over time.	10	8	10	3
<b>Green Building Sustainability:</b> Documentation demonstrates the project will comply with a sustainable building rating system or a national model green code identified in RFP Section I.M. (5 points). All other proposals will receive zero (0) points for this scoring criterion.	5	0	5	0
<b>TOTAL SCORE</b>	<b>100</b>	<b>77</b>	<b>96</b>	<b>49</b>

Name: JEFF BOLTON

Signature: [Handwritten Signature]

Date: 4/14/2023



**RFP HED.2023.2**  
**Selection Committee Member Score Sheet**  
**April 14, 2023**

Scoring Criterion	Maximum Points	4825 Maine Street	Roseland Gardens	Omega Apartments
<b>Readiness to Proceed:</b> The project schedule and time frames are realistic and achievable. The project demonstrates the readiness to proceed in an expeditious manner following the award of County funds. There are no apparent obstacles that will jeopardize the project schedule. The Project will deliver into service County-Assisted housing units by target date of December 30, 2025.	20	18	16	12
<b>Qualifications and Experience:</b> Assessment of the Respondent and development team qualifications and experience with residential projects of a similar nature as that proposed.	20	18	18	18
<b>Leveraging:</b> Score for leveraging of other development sources based on amount of funding/subsidy from all County sources per County-Assisted housing unit, as follows: 20 Points: Less than \$20,000 per unit/ 15 Points: \$20,000-39,999 per unit 10 Points: \$40,000-59,999 per unit/ 5 Points: \$60,000-79,999 per unit 3 Points: \$80,000-99,999 per unit/ 0 Points: \$100,000-125,000 per unit	20	10	20	<del>20</del> 10
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<b>Quality of Proposed Project:</b> Assessment of project development plan, design features, unit finishes, site amenities, number of affordable units/income targeting, proximity to employment centers, transportation hubs and services, and storm mitigation/resiliency features	10	9	9	7
<b>Financial Viability:</b> Assessment of financial viability of project, including availability of development funding sources and reasonableness of uses, revenues/expenses, ability to repay debt and meet future physical needs, and likelihood of sustainable performance over time.	10	9	9	6
<b>Green Building Sustainability:</b> Documentation demonstrates the project will comply with a sustainable building rating system or a national model green code identified in RFP Section I.M. (5 points). All other proposals will receive zero (0) points for this scoring criterion.	5	0	5	0
<b>TOTAL SCORE</b>	<b>100</b>	<b>79</b>	<b>92</b>	<b>68</b>

Name: Elena O'Keefe

Signature: [Signature] Date: 4/14/23



**RFP HED.2023.2**  
**Selection Committee Member Score Sheet**  
**April 14, 2023**

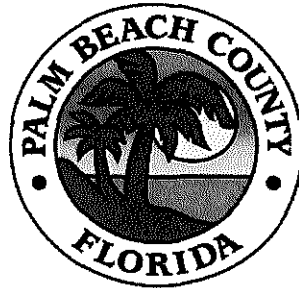
Scoring Criterion	Maximum Points	4825 Maine Street	Roseland Gardens	Omega Apartments
<b>Readiness to Proceed:</b> The project schedule and time frames are realistic and achievable. The project demonstrates the readiness to proceed in an expeditious manner following the award of County funds. There are no apparent obstacles that will jeopardize the project schedule. The Project will deliver into service County-Assisted housing units by target date of December 30, 2025.	20	20	20	15
<b>Qualifications and Experience:</b> Assessment of the Respondent and development team qualifications and experience with residential projects of a similar nature as that proposed.	20	15	20	15
<b>Leveraging:</b> Score for leveraging of other development sources based on amount of funding/subsidy from all County sources per County-Assisted housing unit, as follows: 20 Points: Less than \$20,000 per unit/ 15 Points: \$20,000-39,999 per unit 10 Points: \$40,000-59,999 per unit/ 5 Points: \$60,000-79,999 per unit 3 Points: \$80,000-99,999 per unit/ 0 Points: \$100,000-125,000 per unit	20	10	20	20/10
<b>Increased Lower Income Targeting:</b> Minimum RFP eligibility requirements demand that no less than twenty-five percent (25%) of the County-Assisted Housing Units be set aside for occupancy by households with incomes no greater than eighty percent (80%) AMI. Projects that voluntarily set aside a greater number of County-Assisted Housing Units for occupancy by households with incomes no greater than eighty percent (80%) AMI will receive additional points as follow: ≥50% of County-Assisted Housing Units 5 points ≥75% of County Assisted Housing Units 10 points 100% of County Assisted Housing Units 15 points Projects setting aside less than fifty percent (50%) of County-Assisted Housing Units for households with incomes no greater than eighty percent (80%) AMI will receive zero (0) points for this scoring criterion.	15	15	15	15
<b>Quality of Proposed Project:</b> Assessment of project development plan, design features, unit finishes, site amenities, number of affordable units/income targeting, proximity to employment centers, transportation hubs and services, and storm mitigation/resiliency features	10	10	10	10
<b>Financial Viability:</b> Assessment of financial viability of project, including availability of development funding sources and reasonableness of uses, revenues/expenses, ability to repay debt and meet future physical needs, and likelihood of sustainable performance over time.	10	10	10	7
<b>Green Building Sustainability:</b> Documentation demonstrates the project will comply with a sustainable building rating system or a national model green code identified in RFP Section I.M. (5 points). All other proposals will receive zero (0) points for this scoring criterion.	5	0	5	0
<b>TOTAL SCORE</b>	<b>100</b>	<b>80</b>	<b>100</b>	<b>72</b>

Name: Dorina Jenkins Gaskin  
 Signature: [Handwritten Signature] Date: 4/14/23



# Request for Proposals

RFP HED.2023.2



## Multifamily Rental Housing Development

February 2023





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## **SECTION I**

### **A. Statement of Purpose**

Through this RFP, the Palm Beach County Board of County Commissioners (County) is offering funding to Developers to create additional housing units to expand the local inventory of affordable Multifamily Rental Housing.

### **B. Funding Available**

RFP HED.2023.2 makes available \$4,633,305 in County funds. Funds are exclusively to provide loan financing for the new construction of Multifamily Rental Housing.

### **C. Defined Terms**

**Affordability Requirements** are defined as the requirements imposed upon County-Assisted Housing Units to serve lower income households at affordable rents as established in this RFP HED.2023.2.

**Area Median Income (AMI)** is defined as the most current income limits published by the Florida Housing Finance Corporation (FHFC) for the West Palm Beach - Boca Raton Metropolitan Statistical Area (Palm Beach County).

**County-Assisted Housing Unit** is defined as a housing unit assisted with County funding provided through RFP HED.2023.2 and bearing all requirements related thereto.

**Developer** is defined as an entity which: 1) is funded through this RFP to complete the development of County-Assisted Housing Units; 2) has site control of the project site; and 3) plans and implements the project through completion and delivery to Eligible Beneficiaries. Such entities shall be limited to private for-profit entities, private non-profit entities, public agencies, or ventures between the same. Developers assume responsibility for compliance with all County requirements.

**Eligible Beneficiaries** are defined as households with incomes not exceeding the limits of the various income tiers up to 120% AMI identified herein, adjusted for household size.

**Multifamily Rental Housing** is defined as housing characterized by four (4) or more attached units per residential structure under common ownership and offered for rent through a leasehold agreement.

**Period of Affordability** is defined as the time period for which County-Assisted Housing Units shall bear Affordability Requirements of RFP HED.2023.2.

**Respondent** is defined as an entity that submits a proposal in response to this RFP.

**Selection Committee** is defined as the body of individuals that evaluates responsive proposals at a public meeting and formulates funding recommendations for consideration by the Palm Beach County Board of County Commissioners.

**D. Location Requirements**

Properties must be located exclusively within Palm Beach County. Projects may be located within the unincorporated area or any municipality within the county. For projects located within municipalities, the jurisdiction with building permitting authority over the project site must commit to provide an expedited permitting process for the project. The Respondent is solely responsible for obtaining documentation of the commitment to provide an expedited permitting process, and for providing such documentation at time of proposal submittal.

**E. Eligible Projects**

Eligible projects shall be limited to new construction of Multifamily Rental Housing, including redevelopment/conversion of non-residential properties. All projects must result in an increase in the County's affordable housing inventory. This is a basic eligibility criterion of the RFP. Proposals that do not meet this criterion will be deemed non-responsive and will be rejected from funding consideration. Projects involving the acquisition, rehabilitation, redevelopment, or refinancing of existing housing units are not eligible for funding. Single-family housing, transitional housing, emergency shelters, group homes, single-room occupancy housing, and condominium units are not eligible for funding.

Funds shall not assist a housing project under development which has already received funding from Palm Beach County's HOME Investments Partnership Program, State Housing Initiatives Partnership, or ARPA Response Projects Fund.

Funds shall not assist housing units used to meet a Developer's Palm Beach County Workforce Housing Program (PBCWHP) obligation, nor to assist PBCWHP Exchange Program units.

**F. County-Assisted Housing Units**

Developers shall designate no less than twenty-five (25%) of the total housing units within a project as County-Assisted Housing Units that will bear County requirements and be occupied by Eligible Beneficiaries. This is a basic eligibility criterion of the RFP. Proposals that do not meet this criterion

will be deemed non-responsive and will be rejected from funding consideration. There shall be a representative distribution of housing unit sizes among the mix of County-Assisted Housing Units and non-County-Assisted Housing Units within a project. Housing units that are set-aside within the project to meet the requirements of other non-County funding sources may also serve as County-Assisted Housing Units.

The maximum per unit subsidy amount is \$125,000 per County-Assisted Housing Unit. This is a basic eligibility criterion of the RFP. Proposals that do not meet this criterion will be deemed non-responsive and will be rejected from funding consideration. The RFP scoring criteria favor projects requesting a lower per unit subsidy amount (see Section III.A.).

**G. Income Group Set Asides / Eligible Beneficiaries**

During the Period of Affordability, all County-Assisted Housing Units must be set aside for Eligible Beneficiaries, that is for households among the various income tiers  $\leq 120\%$  AMI identified at Exhibit A. The Developer may determine the distribution of unit set asides among the income tiers, except that no less than twenty-five percent (25%) of the County-Assisted Housing Units must be set aside for households with incomes  $\leq 80\%$  AMI. This is a basic eligibility criterion of the RFP. Proposals that do not meet this criterion will be deemed non-responsive and will be rejected from funding consideration. Note that RFP scoring criteria favor projects committing to restricting a larger proportion of County-Assisted Housing Units for  $\leq 80\%$  AMI (see Section III.A.).

For the  $\leq 80\%$  AMI units, the Developer's tenant selection process must give preference to prospective tenants referred through the Palm Beach County Community Services Department Coordinated Entry System and/or households seeking family reunification under the auspices of the courts or Department of Children and Families.

**H. Period of Affordability**

All County-Assisted Housing Units shall bear the Affordability Requirements of RFP HED.2023.2 for no less than thirty (30) years (the Period of Affordability). Should other project development funding sources require a longer affordability period than thirty (30) years, the County's Period of Affordability will be set to match the longest required term. During the Period of Affordability, all County-Assisted Housing Units shall be occupied by Eligible Beneficiaries as leasehold tenants. The Period of Affordability will be enforced through an encumbrance on title to the property.

**I. Affordable Rental Rates**

During the Period of Affordability, all County-Assisted Housing Units must be leased to Eligible Beneficiaries at affordable rents that do not exceed applicable rents limits established herein.

Rents in County-Assisted Housing Units shall not exceed the FHFC Multifamily Rental Programs rent limit amount for the applicable unit size and income set forth at Exhibit B. Limits will change annually with FHFC publication of new Multifamily Rental Programs rent limits.

This RFP places no restrictions on the rents Developers may charge for the non-County-Assisted Housing Units within a mixed income project, except that those rents shall comply with the applicable requirements of any other subsidy sources. All rental requirements will be included in a funding agreement between the County and the Developer and will be secured by an encumbrance on title to the property.

**J. Eligible Costs**

Eligible uses of the County funds are limited to project development costs attributable to the County-Assisted Housing Units; including: architectural and engineering services; demolition; site improvements, construction; building permits; utility connection fees; impact fees; and developer fee. Determination of cost eligibility and reasonableness shall be at the County's sole and absolute discretion. Costs of site acquisition, relocation of displaced persons, off-site improvements, payment of delinquent taxes and other fees, and costs related to other project financing are ineligible for payment with County funds.

**K. County Funding Terms**

County funding will be provided to Developers in the form of a loan for permanent financing. The loan shall be secured by a mortgage and note that require repayment of principal and interest. The loan's interest rate will be fixed at a rate from 0% - 3%. At its sole discretion, the County may offer fully amortized, partially amortized, and interest-only loans. There will be no forgiveness of loan principal. The County will structure the loan offer based on project underwriting / assessment of debt capacity, seeking a reasonable return while ensuring long-term project viability. The Developer shall pay a \$2,500 annual monitoring fee during each year of the term of the loan.

**L. Relocation**

The County seeks to avoid displacement of residential households. If a project will result in the displacement of residential tenants from the project site, the Respondent will be required to submit a plan to provide relocation assistance to such displaced persons, and to identify non-County funding for relocation costs in the development budget. The Developer is solely responsible for all requirements and costs related to implementation of the relocation plan.

**M. Green Building / Sustainability**

The County encourages use of building design, materials, and components that will promote energy and resource conservation and environmental quality and sustainability. RFP scoring criteria (see Section III.A.) favor projects that document compliance with any of the following sustainable building rating systems and national green model codes:

- Leadership in Energy and Environmental Design (LEED) v4.1
- Florida Green Building Coalition
- National Green Building Standard
- Enterprise Green Communities
- International Living Future’s Living Building Challenge
- Green Building Initiative’s Green Globes rating system
- International Green Construction Code

**N. Schedule**

It is the goal of the County to select proposals that are most likely to meet the following targets:

- December 30, 2023 .....Execution of Funding Agreement
- December 30, 2025.....Completion of All County-Assisted Housing Units

At the County’s sole discretion, the County may elect to rescind the funding award if the Developer fails to secure all necessary non-County development sources of funding in order to close the County funding agreement by 12/30/2023.

## SECTION II

### **A. Proposal Requirements**

A completed registration form for RFP HED.2023.2 shall be submitted to HED in order to be eligible to submit a proposal. The registration form is located at [pbcgov.com/hed](http://pbcgov.com/hed) or may be obtained by visiting HED at 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

Each proposal shall meet the following criteria to be considered responsive and to be eligible for funding consideration:

1. Provide a detailed project description, including but not limited to: development category; development type; site plan; architectural renderings; building construction; housing unit features; project site amenities; numbers and types of buildings; total numbers of housing units by unit size, designated income tier, and proposed rents; numbers of County-Assisted Housing Units by unit size, designated income tier, and proposed rents; and targeted resident populations. The description shall include project location information including the development site(s) PCN(s), address (if any), Census Tract, and a detailed site location map. The description shall describe the site's proximity to transportation hubs, employment centers, commercial centers, medical facilities, and educational services. If applicable, include documentation evidencing the project's compliance with a sustainable building rating system or national green model code cited in RFP Section I.M. *Submit as Attachment 1.*
2. Identify the contact information for all of the project team members. Information should include the name, business affiliation, address, phone number and contact person for each team member. The proposal must identify at a minimum the Respondent, Developer, construction contractor, A&E consultant(s), and attorney. *Submit as Attachment 2.*
3. Provide an organizational chart that details the ownership structure of the project, including the membership of the Respondent and Developer. *Submit as Attachment 3.*
4. Describe the experience of the Respondent in undertaking similar activities, including details of the last three (3) projects of similar scope and magnitude to the project proposed by the Respondent. The proposal shall include documentation of any audit findings, punitive sanctions, or adverse designations to which the Developer or its ownership entities have been subject within the past three (3) years. In addition, the proposal shall include individual résumés that identify each of the proposed team members' experience in similar roles. *Submit as Attachment 4.*
5. Provide evidence of site control for the entire project site(s) in the form of a fully executed contract for purchase of the property(ies), option to purchase, long-term lease, lease option, recorded deed, or recorded certificate of title. *Submit as Attachment 5.*



6. Provide a detailed development pro forma which includes all project sources and uses of funding, and which explicitly states all assumptions. The proposal shall discretely identify all proposed sources of County funding/subsidy. The proposal shall include documentation supporting all proposed construction costs in the form of either an estimate of probable cost prepared by a licensed architect or by written price estimates from at least two (2) licensed contractors. *Submit as Attachment 6.*
7. Provide a detailed 15-year operating pro forma that includes all project revenues, expenses, debt service, and reserves, and which explicitly states all assumptions. *Submit as Attachment 7.*
8. Provide documentation evidencing availability of all sources of funding required for the non-County balance of the project development budget. Acceptable documentation includes documentation from the funding source(s) providing a firm or a conditional commitment to fund and identifying all terms and conditions. If development sources include Palm Beach County Workforce Housing Program (WHP) exchange funding, the proposal shall include documentation of Board of County Commissioners approval of the comingling of WHP exchange funds with other County funds in the project. The proposal shall also document availability of all sources of operating subsidy (if any), including project-based voucher subsidies. *Submit as Attachment 8.*
9. Provide a detailed project schedule including all development activities from pre-development through lease-up, and indicating activity status at time of submittal. The schedule *Submit as Attachment 9.*
10. Identify the current zoning and land use for the project site, and identify all applicable development review processes including but not limited to: re-zoning, zoning variances, future land use changes, comprehensive plan amendments, platting, site plan approval, and building permitting. Provide estimated dates/timeframes for all submittals, reviews, hearings, and approvals, and indicate the status of project applications in all such applicable development review processes. *Submit as Attachment 10.*
11. For projects located within municipalities, provide documentation from the entity/jurisdiction with building permitting authority over the project site that evidences commitment to provide an expedited permitting process for the proposed project. *Submit as Attachment 11.*
12. Indicate if the project is anticipated to cause any residential displacement, and if so, shall identify: the number of occupied housing units at time of proposal submittal; number of households that will be displaced; householder tenure; estimated number of persons to be displaced; and whether displacement is temporary or permanent. For projects that will result in the displacement of residential tenants from the project site, the proposal shall include a relocation plan to provide relocation assistance to such tenants. *Submit as Attachment 12.*

13. Provide a completed and executed copy of the Respondent Certification Form, attached hereto as Exhibit D. *Submit as Attachment 13.*
14. Provide an executed public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, on the form attached hereto as Exhibit E, disclosing the name and address of every person having a beneficial interest in the proposed transaction. The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public, is exempt and need not be disclosed. *Submit as Attachment 14.*
15. Provide an executed public disclosure, in writing, under oath and subject to the penalties prescribed for perjury, on the form attached hereto as Exhibit F, disclosing the name of any Respondent officer, director, or agent, who is also an employee of Palm Beach County, and disclosing the name of any County official or employee who owns, directly or indirectly, an interest in Respondent's firm or any of its affiliates. *Submit as Attachment 15.*
16. Provide a detailed litigation history of the Respondent, which shall identify any litigation matter in the past five (5) years involving any projects or key personnel employed by Respondent. *Submit as Attachment 16.*
17. Provide an executed Drug Free Workplace Certification indicating that the Respondent has implemented a Drug Free Workplace Program, which meets requirements of Section 287.087, Florida Statutes. A Drug Free Workplace Certification is provided as Exhibit G to this RFP. If Respondent has not implemented a Drug Free Workplace program, simply complete the form using "not applicable". *Submit as Attachment 17.*

**Proposals which fail to provide all applicable proposal requirements listed in Section II.A above will be deemed non-responsive. Determination of responsiveness is at the sole discretion of the County. Non-responsive proposals will receive no consideration for funding by the Selection Committee.**

**B. Timetable**

The anticipated schedule and deadlines for the RFP are as follows:

<u>Activity</u>	<u>Date, Time, and Location</u>
<b>Issue RFP</b>	<b>Advertised Friday, February 10, 2023</b>
<b>Non-Mandatory Pre-Submittal Workshop</b>	<b>Friday, February 17, 2023, 9:30am</b> conducted remotely via Webex software platform (Meeting number 2315 115 3455/ Password r6M7epJxwR2).

**Submittal Deadline** **Friday, March 31, 2023, 4:00 pm.** at the Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.

**Proposals received after the deadline will be not be considered, and will be returned without consideration for funding. Modifications to proposals will not be permitted after the deadline.**

**Selection Committee Meeting** **Thursday, April 13, 2023 (TENTATIVE)** at the PBC Airport Center, 100 Australian Avenue, 4<sup>th</sup> Floor Room 4-790, West Palm Beach, FL 33406.

**BCC Consideration** **Tuesday, June 6, 2023 (TENTATIVE),** at the Commission Chambers, 6<sup>th</sup> Floor, PBC Robert Weisman Governmental Center, 301 North Olive Avenue, West Palm Beach, FL 33401. BCC meetings begin at 9:30am.

**C. Addenda**

If necessary, addenda will be mailed or delivered electronically to all known to have received a complete set of the RFP documents. Copies of the addenda will be made available at the Department of Housing and Economic Development, 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406 where the RFP documents are on file for that purpose. No addenda will be issued later than three (3) calendar days prior to the date for receipt of submittal deadline, except an addendum withdrawing the RFP or one, which includes postponement of the submittal deadline.

**D. Submittal Format**

Failure to provide all of the information and documentation required by this RFP (Section II.A— Submittal Requirements) shall result in a proposal being deemed non-responsive. Non-responsive proposals will receive no consideration for funding.

The Respondent must submit:

- An electronic copy of the complete proposal in pdf file format on a USB drive,
- Eight (8) hard copies of the complete proposal:
  - One (1) original hard copy must be unbound on paper no larger than 8.5" x 11".
  - Seven (7) hard copies shall be bound on paper no larger than 8.5" x 11", with tabbed/identified sections for each required attachment.

**E. Submittal Deadline**

**Completed proposal submittal must be received by HED no later than 4:00p.m. Friday, March 31, 2023 at HED offices located at 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406.**

The Respondent is solely responsible for ensuring that its proposal arrives prior to the closing time and date. Delivery problems by third parties are not a valid excuse for missing the closing date or time. The words **RFP HED.2023.2** must be boldly printed on the proposal.

**F. Responsiveness Review**

Each proposal shall be reviewed by the County to determine, in its sole discretion, if the proposal is responsive to the RFP. **A responsive proposal is one which has been submitted by the specified submittal deadline, that meets all basic eligibility requirements of the RFP, and that contains all information and documentation required by Section II.A—Proposal Requirements. Determination of responsiveness is at the sole discretion of the County. Proposals deemed to be non-responsive shall be rejected without being evaluated by the Selection Committee.**

While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to classify a proposal as non-responsive, such substandard submissions may adversely impact the evaluation of a proposal. Respondents who fail to comply with the required and/or desired elements of this RFP do so at their own risk.

**G. Contact Person**

Carlos Serrano, Division Director  
Strategic Planning and Operations  
Department of Housing and Economic Development  
100 Australian Avenue, 5<sup>th</sup> Floor, West Palm Beach, FL 33406  
Phone: (561) 233-3608  
Email: [cserrano@pbcgov.org](mailto:cserrano@pbcgov.org)

**H. Lobbying - "Cone of Silence"**

Respondents are advised that the "Palm Beach County Lobbyist Registration Ordinance", a copy of which is attached hereto as Exhibit H, is in effect. The Respondent shall read and familiarize themselves with all of the provisions of said Ordinance, but for convenience, the provisions relating to the Cone of Silence have been summarized here. "Cone of Silence" means a prohibition on any non-written communication regarding this RFP between any Respondent or respondent's representative and any County Commissioner or Commissioner's staff. A Respondent's representative shall include but not be limited to the Respondent's employee, partner, officer,

director or consultant, lobbyist, or any actual or potential subcontractor or consultant of the Respondent. The Cone of Silence is in effect as of the submittal deadline. The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, or negotiations during any public meeting. The Cone of Silence shall terminate at the time that the BCC awards or approves a funding award, rejects all proposals or otherwise takes action which ends the solicitation process.

**I. Postponement/Cancellation**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel this RFP; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

**J. Costs Incurred by Respondents**

All costs involved with the preparing and submission of Respondent's proposal to the County, and any work performed in connection therewith and in negotiating a proposed final agreement(s) shall be borne by the Respondent.

**K. Right of Clarification**

The County retains the right to contact Respondents after submittal in order to obtain supplemental information and/or clarification in either oral or written form.

**L. Delineation of RFP**

This is a Request for Proposals. The County reserves the right to reject all proposals or to negotiate individually with one or more Respondents, and to select a proposal on the basis of what the Board of County Commissioners determines to be in the best interest of the County.

**M. Oral Presentation(s)**

Respondents may be required to make oral presentations during the Selection Committee Meeting, and possibly, to answer questions in support of their proposal or to exhibit or otherwise demonstrate the information contained therein.

**N. Proprietary/Confidential Information**

All information submitted as part of, or in support of, proposals will be available for public inspection after submittal of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law", respectively.

**O. Non-Discrimination**

Palm Beach County does not discriminate on the basis of race, disability, color, sex, sexual orientation, religion, ancestry, age, gender identity or expression, genetic information, marital status, familial status, or national origin. Palm Beach County provides equal housing opportunities to all individuals.

**P. Rules, Regulations, Licensing Requirements**

The Respondent shall comply with all laws, ordinances, and regulations applicable to the agreement contemplated herein, including those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the contract, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

**Q. Disclaimer**

All documents and information, whether written, oral or otherwise, provided by the County relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the County is not making any representations or warranties of any kind as to the truth, accuracy or completeness, or the sources thereof. County shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein.

**R. Public Entity Crime**

As provided in Florida Statutes 287.132-133, by submitting a proposal pursuant to this RFP or performing any work in furtherance hereof, the Respondent certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida

Statutes 287.133(3)(a).

**S. Insurance**

The Developer shall be required to comply with County insurance requirements at such time that an agreement is executed.

**T. Palm Beach County Office of the Inspector General**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of any party doing business with the County, including the party's officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. All consultants and parties doing business with the County shall fully cooperate with the Inspector General including providing access to records relating to this RFP and any resulting contract. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

**SECTION III**

**A. Proposal Selection and Evaluation**

A Selection Committee will be designated for evaluation of all responsive proposals. Non-responsive proposals will not be evaluated by the Selection Committee and will be given no consideration for funding. The Selection Committee shall conduct its evaluation in adherence with the program requirements and evaluation criteria outlined in this RFP. The County reserves the right to appoint non-County employee(s) to the Selection Committee.

The following criteria will be used by the Selection Committee as a guideline in evaluating proposals, and is not intended to identify all items within each category to be considered. The Selection Committee will award scores up to the maximum amounts identified for each criterion to result in a combined total of up to 100 points:

**20 Points - Readiness to Proceed**

The project schedule and time frames are realistic and achievable. The project demonstrates the readiness to proceed in an expeditious manner following the award of County funds. There are no apparent obstacles that will jeopardize the project schedule. The Project will deliver into service County-Assisted housing units by target date of December 30, 2025.

**20 Points - Qualifications and Experience**

Assessment of the Respondent and development team qualifications and experience with residential projects of a similar nature as that proposed.

**20 Points – Leveraging**

Score for leveraging of other development sources based on amount of funding/subsidy from all County sources per County-Assisted housing unit, as follows:

20 Points:	Less than \$20,000 per unit
15 Points:	\$20,000-39,999 per unit
10 Points:	\$40,000-59,999 per unit
5 Points:	\$60,000-79,999 per unit
3 Points:	\$80,000-99,999 per unit
0 Points:	\$100,000 – 125,000 per unit

**15 Points - Increased Lower Income Targeting**

Minimum RFP eligibility requirements demand that no less than twenty-five percent (25%) of the County-Assisted Housing Units be set aside for occupancy by households with incomes no greater than eighty percent (80%) AMI. Projects that voluntarily set aside a greater number of County-Assisted Housing Units for occupancy by households with incomes no greater than eighty percent (80%) AMI will receive additional points as follow:



≥50% of County-Assisted Housing Units	5 points
≥75% of County Assisted Housing Units	10 points
100% of County Assisted Housing Units	15 points

Projects setting aside less than fifty percent (50%) of County-Assisted Housing Units for households with incomes no greater than eighty percent (80%) AMI will receive zero (0) points for this scoring criterion.

**10 Points - Quality of Proposed Project**

Assessment of project development plan, design features, unit finishes, site amenities, number of affordable units/income targeting, proximity to employment centers, transportation hubs and services, and storm mitigation/resiliency features.

**10 Points - Financial Viability**

Assessment of financial viability of project, including availability of development funding sources and reasonableness of uses, revenues/expenses, ability to repay debt and meet future physical needs, and likelihood of sustainable performance over time.

**5 Points - Green Building and Sustainability**

Documentation demonstrates the project will comply with a sustainable building rating system or a national model green code identified in RFP Section I.M. (5 points). All other proposals will receive zero (0) points for this scoring criterion.

The Selection Committee shall tally individual scores to yield a total score for each project, and shall rank the projects from highest scoring to lowest scoring. In the event of a tie score among two or more highest scoring proposals, the below-listed criteria shall be applied to the tied proposals in sequence until a rank order is established among the proposals.

1. Proposal with higher score for Readiness to Proceed scoring criterion
2. Proposal with higher score for Qualifications and Experience scoring criterion
3. Proposal with higher score for Leveraging scoring criterion

**B. Award Recommendation**

The recommendation to award, if any, will be made to the Respondent whose proposal is considered to be most advantageous to the County as determined by vote of the Selection Committee. The Selection Committee may elect not to recommend the award of funding to any of the Respondents. The Department of Housing and Economic Development will post the award recommendation for review.

**C. Funding Award**

The Department of Housing and Economic Development will present the funding recommendation to the Palm Beach County Board of County Commissioners (BCC) at a public meeting. **The BCC has the sole authority to modify, reject, or approve funding recommendations under this RFP, or to award to another Respondent.**

**D. Agreement Negotiations**

After approval by the BCC, the County will enter into negotiations with the Respondent(s) awarded funding. If the County and the Respondent cannot successfully negotiate an agreement, the County may terminate said negotiations and the funding award, and may elect to initiate negotiations with the second highest ranked Respondent. This process may continue until an agreement(s) has been executed or until the County elects to terminate the process. No Respondent shall have any right against the County arising from such negotiations or termination.

**E. Right to Protest**

Any proposer who is aggrieved in connection with the recommended award of an RFP may submit a written protest via hand delivery, mail or email within three (3) business days following notice of the recommendation to award. The protest must be submitted to the designated RFP contact person and must contain identification of the RFP and the protestor, as well as a factual summary of the basis of the protest. The written protest is considered filed when it is received and date/time stamped. Only the issues submitted in writing within the period specified for the protest will be considered.

Upon receipt of a written protest, HED staff shall review the protest and any written material provided by the protestor, and submit a written summary of the protest along with a recommendation to the Department Director or designee as to the validity of the protest. The Department Director or designee shall have the authority to:

1. Deny the protest, based on the findings of the review; or
2. Uphold the protest, and recommend award to the next highest ranked proposer; provided however if the RFP is awarded to the next highest ranked proposer, new notice and protest provisions defined in the RFP shall apply.
3. Cancel the RFP.

The ruling of the Department Director or designee shall be final, unless the Respondent appeals it to a Special Master. If the protest is denied, the protestor may submit a written request of appeal, along with a \$1,500 non-refundable check, which shall be submitted in the form of a money order, cashier's check or a bank check payable to Palm Beach County, for costs associated with the engaging of a Special Master, to the designated RFP contact within three (3) business days of the issuance of the Department Director's written decision. If no appeal is submitted within the allotted

time, the Department may proceed with the award process as provided in the RFP. Upon timely submittal of a written request of appeal, the designated RFP contact shall submit all documents relating to the protest, including the written decision, to the Director of Purchasing to be referred directly to a Special Master under contract with Palm Beach County in accordance with Section 2-55(c)(4) of the Palm Beach County Code. Notwithstanding the provisions of Section 2-55(c)(4) of the Palm Beach County Code, the request for a Special Master hearing shall be accompanied by a protest bond of \$1,500. Any costs associated with the engaging of a Special Master in excess of \$1,500, shall be the sole responsibility of the protestor. Special Master hearings shall be conducted in accordance with Countywide PPM CW-L-039, "Procurement Protest Hearings". The Special Master shall make a recommendation as to whether the protest should be upheld or denied. If the Special Master upholds the protest, the Special Master shall either make a recommendation to cancel the RFP, or to cancel the award recommendation and post a new award recommendation after re-evaluation based on the Special Master's determination of the facts in the case. The Board of County Commissioners may accept or reject the decision of the Special Master in making its final funding determination.

**EXHIBIT A**

**2022 INCOME LIMITS CHART**

**2022 Income Limits for Palm Beach County (West Palm Beach – Boca Raton, FL HMFA)**  
 Based on Florida Housing Finance Corporation Income Limits

Income Tier	Income Limits by Number of Persons in Household									
	1	2	3	4	5	6	7	8	9	10
<b>20%AMI</b>	\$12,880	\$14,720	\$16,560	\$18,400	\$19,880	\$21,360	\$22,820	\$24,300	\$25,760	\$27,232
<b>40% AMI</b>	\$25,760	\$29,440	\$33,120	\$36,800	\$39,760	\$42,720	\$45,640	\$48,600	\$51,520	\$54,464
<b>60% AMI</b>	\$38,640	\$44,160	\$49,680	\$55,200	\$59,640	\$64,080	\$68,460	\$72,900	\$77,280	\$81,696
<b>80% AMI</b>	\$51,250	\$58,880	\$66,240	\$73,600	\$79,520	\$85,440	\$91,280	\$97,200	\$103,040	\$108,928
<b>100% AMI</b>	\$64,265	\$73,600	\$82,800	\$92,000	\$99,400	\$106,800	\$114,100	\$121,500	\$128,800	\$136,160
<b>120% AMI</b>	\$77,280	\$88,320	\$99,360	\$110,400	\$119,280	\$128,160	\$136,920	\$145,800	\$154,560	\$163,392

**EXHIBIT B**

**2022 FHFC MULTIFAMILY PROGRAM RENT LIMITS**

<b>Income Tier</b>	<b>Rent Limit by Number of Bedrooms in Unit</b>					
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>20%AMI</b>	\$322	\$345	\$414	\$478	\$534	\$589
<b>40% AMI</b>	\$644	\$690	\$828	\$957	\$1,068	\$1,178
<b>60% AMI</b>	\$966	\$1,035	\$1,242	\$1,435	\$1,602	\$1,767
<b>80% AMI</b>	\$1,288	\$1,380	\$1,656	\$1,914	\$2,136	\$2,356
<b>100% AMI</b>	\$1,610	\$1,725	\$2,070	\$2,392	\$2,670	\$2,945
<b>120% AMI</b>	\$1,932	\$2,070	\$2,484	\$2,871	\$3,204	\$3,534

EXHIBIT C

RESPONDENT CERTIFICATION FORM

By signing below, the undersigned \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ (the Respondent), a \_\_\_\_\_ i.e. Florida corporation hereby certifies that the undersigned is duly authorized to sign this Respondent Certification Form on behalf of the Respondent and that this Respondent Certification Form shall be fully binding upon Respondent. Respondent hereby covenants and agrees to comply with the terms upon RFP HED.2023.2, all related Federal Regulations, and related Addenda and to attempt to negotiate in good faith with the County the terms of an agreement and will implement the response submitted by Respondent of the RFP. The Respondent further covenants and agrees that it has received all of the information referenced in the RFP, that Respondent fully understands the same, that Respondent completely and accurately completed the response submitted by Respondent pursuant to the RFP, that the information contained in such response submitted by Respondent is true and correct and that Respondent shall be bound by the terms and conditions of the RFP and the covenants, agreements and representations made by Respondent herein and in the response submitted by Respondent to the RFP.

Date of Execution by Respondent: \_\_\_\_\_, 2023.

\_\_\_\_\_  
RESPONDENT By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
SEAL Print Signatory's Name

The foregoing Respondent Certification Form was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ (state and type of entity), who is personally known to me OR who produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

NOTARY PUBLIC

State of \_\_\_\_\_ at large

\_\_\_\_\_  
Print Notary Name

My Commission Expires

**EXHIBIT D**

**DISCLOSURE OF BENEFICIAL INTERESTS  
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY  
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ hereinafter referred to an Affiant who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the \_\_\_\_\_ which entity is the Lead Entity for the Respondent to Palm Beach County Request for proposals Number \_\_\_\_\_.
2. Affiant's address is: \_\_\_\_\_
3. Attached hereto, and made a part thereof, as an Attachment is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the proposed project and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

By: \_\_\_\_\_, Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did take an oath.

(NOTARY SEAL BELOW)

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public State of Florida

**ATTACHMENT TO DISCLOSURE OF BENEFICIAL INTERESTS**

**SCHEDULE TO BENEFICIAL INTERESTS IN PROJECT PROPOSAL**

Affiant is only required to identify five percent (5%) or greater beneficial interest holders in the proposed project. If none, so state. Affiant must identify individual owners. If, by way of example, the proposed project is wholly or partially owned by another entity, such as a corporation, Affiant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

<b>NAME</b>	<b>ADDRESS</b>	<b>PERCENTAGE OF INTEREST</b>



**EXHIBIT E**

**DISCLOSURE OF RELATIONSHIPS WITH COUNTY**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ hereinafter referred to an Affiant who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the \_\_\_\_\_ which entity is the Lead Entity for the Respondent to Palm Beach County Request for proposals Number \_\_\_\_\_.
2. Affiant's address is: \_\_\_\_\_
3. Attached hereto, and made a part thereof, as an Attachment is a complete listing of the names and addresses of every officer, director, or agent of the Respondent who is also an employee of Palm Beach County, and the names and addresses of every County official or employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its affiliates.
4. Affiant acknowledges that this Affidavit will be relied upon by Palm Beach County.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief, it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

By: \_\_\_\_\_, Affiant

The foregoing instrument was sworn to, subscribed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did take an oath.

(NOTARY SEAL BELOW)

Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

**Notary Public State of Florida**



**EXHIBIT F**

**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
PROVIDER'S SIGNATURE

## EXHIBIT G

### PALM BEACH COUNTY LOBBYIST REGISTRATION ORDINANCE

Sec. 2-351. - Title and purpose.

- (a) This article may be cited as the "Palm Beach County Lobbyist Registration Ordinance."
- (b) The board of county commissioners of the county and the governing bodies of the municipalities located within the county hereby determine that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition their county and local governments for the redress of grievances and to express freely to the elected officials their opinions on legislation and other actions and issues; that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity and activities of certain persons who engage in efforts to influence the county commissioners, members of the local municipal governing bodies, mayors or chief executive officers that are not members of local municipal governing bodies, county and municipal advisory board members, and county and municipal employees on matters within their official duties, be publicly and regularly disclosed. In accordance with Section 1.3 of the County Charter, this article shall not apply in any municipality that has adopted an ordinance in conflict governing the same subject matter.

(Ord. No. 03-018, § 1, 5-20-03; Ord. No. 2011-039, § 1(Exh. 1), 12-20-11)

Sec. 2-352. - Definitions.

Unless expressly provided herein to the contrary, for purposes of this article, the following definitions will apply:

*Advisory board* shall mean any advisory or quasi-judicial board created by the board of county commissioners, by the local municipal governing bodies, or by the mayors who serve as chief executive officers or by mayors who are not members of local municipal governing bodies.

*Board* will mean the board of county commissioners of Palm Beach County, Florida.

*County commissioner* will mean any member of the board of county commissioners of Palm Beach County, Florida.

*Central lobbyist registration site* will mean the official location for countywide lobbyist registration.

*Lobbying* shall mean seeking to influence a decision through oral or written communication or an attempt to obtain the goodwill of any county commissioner, any member of a local municipal governing body, any mayor or chief executive officer that is not a member of a local municipal governing body, any advisory board member, or any employee with respect to the passage, defeat or modification of any item which may foreseeably be presented for consideration to the advisory board, the board of county commissioners, or the local municipal governing body lobbied as applicable.

*Lobbyist* shall mean any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying on behalf of a principal, and shall include an employee whose principal responsibility to the employer is overseeing the employer's various relationships with government or representing the employer in its contacts with government. "Lobbyist" shall not include:

- (1) Any employee, contract employee, or independent contractor of a governmental agency or entity lobbying on behalf of that agency or entity, any elected local official when the official is lobbying on behalf of the governmental agency or entity which the official serves, or any member of the

official's staff when such staff member is lobbying on an occasional basis on behalf of the governmental agency or entity by which the staff member is employed.

- (2) Any person who is retained or employed for the purpose of representing an employer, principal or client only during a publicly noticed quasi-judicial hearing or comprehensive plan hearing, provided the person identifies the employer, principal or client at the hearing.
- (3) Any expert witness who is retained or employed by an employer, principal or client to provide only scientific, technical or other specialized information provided in agenda materials or testimony only in public hearings, so long as the expert identifies the employer, principal or client at the hearing.
- (4) Any person who lobbies only in his or her individual capacity for the purpose of self-representation and without compensation.
- (5) Any employee, contract employee, or independent contractor of the Palm Beach County League of Cities, Inc. lobbying on behalf of that entity.

*Local municipal governing body* will mean the councils and commissions of the municipalities located within Palm Beach County, Florida.

*Member of local municipal governing body* will mean any member of the municipal council or commission.

*Official or employee* means any official or employee of the county or the municipalities located within the county, whether paid or unpaid. The term "employee" includes but is not limited to all managers, department heads and personnel of the county or the municipalities located within the county. The term also includes contract personnel and contract administrators performing a government function, and chief executive officer who is not part of the local governing body. The term "official" shall mean members of the board of county commissioners, a mayor, members of local municipal governing bodies, and members appointed by the board of county commissioners, members of local municipal governing bodies or mayors or chief executive officers that are not members of local municipal governing body, as applicable, to serve on any advisory, quasi judicial, or any other board of the county, state, or any other regional, local, municipal, or corporate entity.

*Palm Beach County Commission on Ethics* means the commission established in section 2-254 et seq. to administer and enforce the ethics regulations set forth herein, and may also be referred to as the "commission on ethics" in this article.

*Persons and entities* shall be defined to include all natural persons, firms, associations, joint ventures, partnerships, estates, trusts, business entities, syndicates, fiduciaries, corporations, and all other organizations.

*Principal* shall mean the person or entity a lobbyist represents, including a lobbyist's employer or client, for the purpose of lobbying.

(Ord. No. 03-018, § 2, 5-20-03; Ord. No. 03-055, Pt. I, 11-18-03; Ord. No. 2009-051, pt. 2, 12-15-09; Ord. No. 2011-039, § 1(Exh. 1), 12-20-11)

Sec. 2-353. - Registration and expenditures.

- (a) *Registration required.* Prior to lobbying, all lobbyists shall submit an original, fully executed registration form to county administration, which shall serve as the official location for countywide lobbyist registration and which shall be known as the "central lobbyist registration site." The registration may be submitted in paper or electronic form pursuant to countywide policies and procedures. Each lobbyist

is required to submit a separate registration for each principal represented. A registration fee of twenty-five dollars (\$25.00) must be included with each registration form submitted. A registrant shall promptly send a written statement to county administration canceling the registration for a principal upon termination of the lobbyist's representation of that principal. This statement shall be signed by the lobbyist. Lobbying prior to registration is prohibited. It is the responsibility of the lobbyist to keep all information contained in the registration form current and up to date.

- (b) *Registration form.* The registration form shall be prepared by county administration and shall require the following information:
- (1) The name, phone number and address of the lobbyist;
  - (2) The name, phone number and address of the principal represented;
  - (3) The date the lobbyist was initially retained by the principal;
  - (4) The nature and extent of any direct business association or partnership the lobbyist and principal might have with any current county commissioner, member of a local municipal governing body, mayor or chief executive office that is not a member of a local municipal governing body, advisory board member, or employee;
  - (5) The area of legislative interest;
  - (6) A statement confirming that the registrant is authorized to represent the principal;
  - (7) Signatures of both the registrant and principal where such signatures may be made electronically pursuant to countywide policies and procedures; and
  - (8) The county or municipalities to be lobbied.
- (c) *Registration exceptions.* Registration shall not be required for the following:
- (1) Persons under contract with the county or municipalities as applicable who communicate with county commissioners, members of local municipal governing bodies, mayors or chief executive officers that are not members of a local municipal governing body, advisory board members or employees regarding issues related only to the performance of their services under their contract;
  - (2) Any attorney representing a client in an active or imminent judicial proceeding, arbitration proceeding, mediation proceeding where a mediator is present, or formal administrative hearing conducted by an administrative law judge in the division of administrative hearings, in which the county or municipality as applicable is a party, who communicates with county or municipal attorneys on issues related only to the subject matter of the judicial proceeding, arbitration proceeding, mediation proceeding, or formal administrative hearing. This exception to the registration requirement includes communications with other government officials and employees conducted during depositions, mediation, arbitration hearings or trial, judicial hearings or trial, and settlement negotiations for active litigation, so long as the county or municipal attorneys are present for those communications.
- (d) *Reporting of expenditures.* Commencing November 1, 2011, and by November 1 of each year thereafter, all lobbyists shall submit to the central lobbyist registration site a signed statement under oath listing all expenditures made by the lobbyist in lobbying county or municipal officials and employees in excess of twenty-five dollars (\$25.00) for the preceding fiscal year commencing on October 1 and ending on September 30. A statement shall be filed even if there have been no expenditures during the reporting period. The statement shall list in detail each expenditure category, including food and beverage, entertainment, research, communications, media advertising, publications, travel, lodging and special events. Political contributions and expenditures which are reported under election laws as well as campaign-related personal services provided without compensation are excluded from the reporting

requirements. A lobbyist or principal's salary, office overhead expenses and personal expenses for lodging, meals and travel also are excluded from the reporting requirements. Research is an office expense unless it is performed by independent contractors rather than by the lobbyist or the lobbyist's firm.

- (1) The county administrator of the central lobbyist registration site shall provide notice of violation to any lobbyist who fails to timely file an expenditure report and shall also notify the county commission on ethics of this failure. In addition to any other penalties which may be imposed under this article, any lobbyist who fails to file the required expenditure report within thirty (30) days of the date of notice of violation shall be suspended from lobbying unless the notice of violation has been appealed to the commission on ethics.
- (e) *False statements.* A lobbyist shall not knowingly make, or cause to be made, a false statement or misrepresentation in maintaining registration or when lobbying county commissioners, members of local municipal governing bodies, mayors or chief executive officers that are not members of local municipal governing bodies, advisory board members, or employees.
- (f) *Existing county registrations.* All registrations on file and in effect with the county before the effective date of this ordinance shall remain in full force and effect.

(Ord. No. 03-018, § 3, 5-20-03; Ord. No. 03-055, Pt. II, 11-18-03; Ord. No. 2009-051, pt. 2, 12-15-09; Ord. No. 2011-039, § 1(Exh. 1), 12-20-11)

Sec. 2-354. - Record of lobbying contacts.

- (a) *Contact log.* Except when appearing before the board, local municipal governing body, or any advisory board, all persons shall sign, for each instance of lobbying, contact logs maintained and available in the office of reception of each department of county or municipal government as applicable. The person shall provide his or her name, whether or not the person is a lobbyist as defined in this article, the name of each principal, if any, represented in the course of the particular contact, and the subject matter of the lobbying contact. All contact logs shall be maintained by the county or municipality as applicable for a period of five (5) fiscal years.
- (b) *Lobbying outside of county or municipal offices.* In the event that a lobbyist engages in lobbying which is outside of county or municipal offices as applicable, and which is a scheduled appointment initiated by any person for the purpose of lobbying, the lobbyist shall advise in writing the commissioner's office, the member of a local municipal governing board's office, the mayor or chief executive officer's office, the advisory board member's office, or the employee's department office as appropriate of the calendar scheduling of an appointment and the subject matter of the lobbying contact.

(Ord. No. 03-018, § 4, 5-20-03; Ord. No. 2011-039, § 1(Exh. 1), 12-20-11)

Sec. 2-355. - Cone of silence.

- (a) "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
  - (1) Any person or person's representative seeking an award from such competitive solicitation; and
  - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body

or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

- (b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- (c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- (d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- (e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.
- (f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- (g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

(Ord. No. 03-018, § 5, 5-20-03; Ord. No. 03-055, Pt. 3, 11-18-03; Ord. No. 2009-051, pt. 2, 12-15-09; Ord. No. 2011-039, § 1(Exh. 1), 12-20-11)

#### Sec. 2-356. - Enforcement.

- (a) If the county administrator or municipal administrator as applicable is informed of any person who has failed to comply with the requirements of this article, he or she shall conduct a preliminary investigation as deemed necessary under the circumstances. In the event the county administrator or municipal administrator as applicable determines that a violation may have occurred based on the results of the investigation, the county administrator or municipal administrator as applicable shall forward the matter to the county commission on ethics for further investigation and enforcement proceeding as set forth in article XIII of this chapter, the countywide code of ethics. For the purposes of further investigation and enforcement by the commission on ethics, a complaint submitted under this subsection by the county administrator or municipal administrator shall be deemed legally sufficient.



(b) The commission on ethics may process any other legally sufficient complaints of violations under this article pursuant to the procedures established in article XIII of this chapter.

(Ord. No. 03-018, § 6, 5-20-03; Ord. No. 2009-051, pt. 2, 12-15-09; Ord. No. 2010-043, pt. 6, 9-28-10; Ord. No. 2011-039, § 1(Exh. 1), 12-20-11)

Sec. 2-357. - Penalties.

Violations of this article shall be punishable as follows:

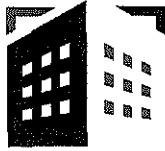
- (1) Failure to properly register as required by section 3-353 of this article shall be deemed a single violation, punishable by a fine of two hundred fifty dollars (\$250.00) per day for each day an unregistered lobbyist engages in lobbying activity, in an amount not to exceed a total of two thousand five hundred dollars (\$2,500.00).
- (2) Failure to properly provide lobbying contact information as required by section 2-354 of this article shall be punishable by a fine of two hundred fifty dollars (\$250.00) for each violation.
- (3) Violations of the cone of silence set forth in section 2-355 of this article shall be punishable by a fine of two hundred fifty dollars (\$250.00) for each violation.
- (4) Any person who knowingly makes or causes to be made a false statement or misrepresentation in maintaining a lobbyist registration shall be subject to a fine of two hundred fifty dollars (\$250.00) for each violation.
- (5) Any person who violates the provisions of this article more than once during a twelve-month period shall be prohibited from lobbying as follows: A second violation shall result in a prohibition of one (1) year; a third violation shall result in a prohibition of two (2) years.
- (6) The penalties provided in this section shall be exclusive penalties imposed for any violation of the registration, contact log, and cone of silence requirements of this article. Willful and knowing violations of this article shall be referred by the commission on ethics to the state attorney for prosecution in the same manner as a first degree misdemeanor pursuant to F.S. § 125.69. Failure or refusal of any lobbyist to comply with any order of the commission on ethics shall be punishable as provided by law, and shall otherwise be subject to such civil remedies as the county or municipality as applicable may pursue, including injunctive relief.

(Ord. No. 03-018, § 7, 5-20-03; Ord. No. 2009-051, pt. 2, 12-15-09; Ord. No. 2011-039, § 1(Exh. 1), 12-20-11)

Secs. 2-358—2-370. – Reserved

# Roseland Gardens

*West Palm Beach, Palm Beach County, FL*



**SMITH & HENZY**  
AFFORDABLE GROUP



Roseland Gardens, LLLP  
Response to RFP HED.2023.2  
Multifamily Rental Housing Development

— ATTACHMENT 3 —

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**ATTACHMENT 1: PROJECT DESCRIPTION**

On January 27<sup>th</sup>, 2023, the board of Florida Housing Finance Corporation (“FHFC”) approved an allocation and award of 9% Low Income Housing Tax Credits (“LIHTC”) to Roseland Gardens, LLLP for the new construction of Roseland Gardens f/k/a Southridge Phase I. Roseland Gardens, LLLP (the “Respondent”) is a joint venture between Smith & Henzy Affordable Group, Inc., (“Smith & Henzy”) and the West Palm Beach Housing Authority (“WPBHA”). The development site is a 148-unit elderly public housing site owned and operated by the West Palm Beach Housing Authority known as Southridge. Roseland Gardens, LLLP and West Palm Beach Housing Authority will enter into a long-term ground lease at the financial closing of the development.

Roseland Gardens (“Roseland” or the “Development”) f/k/a Southridge Phase I is a new construction, 148-unit elderly (62+) designated property located at Lake Avenue, northeast of the intersection of Lake Avenue, and Southern Boulevard, West Palm Beach, Palm Beach County, Florida (see aerial of the site below). Roseland Gardens will be the first phase of the redevelopment of a portion of the existing public housing site. The Parcel Control Number (“PCN”) and Census Tract number for the Roseland Gardens development site are 74-43-43-33-07-000-0141 and 33, respectively.



Roseland Gardens will consist of two (2) three-story, garden style residential buildings and one (1) single story non-residential community building/leasing office for a total of three (3) buildings for the development. All buildings at Roseland Gardens will be constructed utilizing concrete hollow core pads, concrete exterior walls, impact glass, and TPO roofing materials to ensure resident safety in the event of a storm. Roseland Gardens will have one-hundred twenty (120) one bedroom/one-bathroom units and twenty-eight (28) two bedroom/two-bathroom units for a total of 148 units. The units will be set-aside at 30% and 60% AMI (see “Unit Mix” Table below for affordability breakout). All 148 units in Roseland Gardens will receive Project Based Vouchers (“PBVs”) with rents at 110% of Small Area Fair Market Rents (“SAFMR”) for the zip code the project is in, 33405, which will be administered by the West Palm Beach Housing (“WPBHA”) and regulated

through a Housing Assistance Payment (“HAP”) contract. The tenant paid portion of the rents represented below will not exceed the rents in Exhibit A “2022 Income Limits Charts” of RFP HED 2023.2. The Development will consist of one hundred forty-eight (148) Palm Beach County Assisted Units with fifteen at 30% AMI and one hundred thirty-three (133) at 60% AMI. As a result of the FHFC competitive financing, the affordability period for the project will be 50 years. The unit mix chart below shows the assisted units labeled as “PBC Asst’d Unit” for a total of 148 units. The owner will cover water and sewer utility costs and the tenants will pay for electricity. There has been a utility allowance factored into the rents for electric (see “Unit Mix” Table below for affordability breakout).

<b>Unit Mix &amp; Stabilized Rental Revenue Assumptions:</b>					
<b>30% AMI:</b>	<b>Total Units</b>	<b>Weighted Avg. Unit Size (SF)</b>	<b>Monthly Gross Rent per Unit</b>	<b>Utility Allowance</b>	<b>Monthly Net Rent per Unit</b>
One Bedroom/Two Bathroom - PBV - PBC Asst'd Unit	10	600	\$ 1,452	\$ 84	\$ 1,368
Two Bedroom/Two Bathroom - PBV - PBC Asst'd Unit	5	800	\$ 1,771	\$ 102	\$ 1,669
<b>Total 30% AMI Rent</b>	<b>15</b>	<b>667</b>	<b>\$ 1,558</b>	<b>\$ 94</b>	<b>\$ 1,488</b>
<b>60% AMI:</b>	<b>Total Units</b>	<b>Weighted Avg. Unit Size (SF)</b>	<b>Monthly Gross Rent per Unit</b>	<b>Utility Allowance</b>	<b>Monthly Net Rent per Unit</b>
One Bedroom/Two Bathroom - PBV - PBC Asst'd Unit	110	600	\$ 1,452	\$ 84	\$ 1,368
Two Bedroom/Two Bathroom - PBV - PBC Asst'd Unit	23	800	\$ 1,771	\$ 102	\$ 1,669
<b>Total 60% AMI Rent</b>	<b>133</b>	<b>635</b>	<b>\$ 1,507</b>	<b>\$ 91</b>	<b>\$ 1,434</b>
<b>All Units:</b>	<b>Total Units</b>	<b>Weighted Avg. Unit Size (SF)</b>	<b>Monthly Gross Rent per Unit</b>	<b>Utility Allowance</b>	<b>Monthly Net Rent per Unit</b>
One Bedroom/One Bathroom	120	600	\$ 1,452	\$ 84	\$ 1,368
Two Bedroom/Two Bathroom	28	800	\$ 1,771	\$ 102	\$ 1,669
<b>Total Units</b>	<b>148</b>	<b>638</b>	<b>\$ 1,512</b>	<b>\$ 88</b>	<b>\$ 1,439</b>

### Amenities

Some of the unit amenities include washer and dryers for each unit, high efficiency stainless steel Energy Star certified appliances (refrigerator, dishwasher, and range), solid surface granite countertops, ceramic tile surrounds in the showers, plywood cabinets, and luxury vinyl tile throughout the units. Project amenities will feature a 3,000-4,000 SF community building which will contain a leasing office for the management agent, computer room, community room with TVs, tables, couches, and games. There will also be an outdoor area for residents which will include a shaded patio with chairs and tables for residents, with table games such as dominoes and checkers.

### Resident Programs

The residents will be able to participate in three resident programs which include – adult literacy, computer training, and daily activities. Please see below for a more detailed definition of these programs:

- **Adult Literacy** - The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Various literacy programming can be offered that strengthens participants’ reading, writing skills, and comprehension, but at a minimum, these must include English proficiency and basic reading education.
- **Computer Training** - The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site.
- **Daily Activities** - The Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week.

### Site Proximity

There are several community services and transportation options less than 1.1 miles from the site. Below is a list of the community services and transportation options for residents of Roseland Gardens development.

- Grocery Store – Publix Supermarket, located approximately .15 miles from the development site
- Medical Facility (Urgent Care) – MD Now Urgent Care, located approximately 1.05 miles from the development site
- Medical Facility (Hospital) Good Samaritan Hospital, located approximately 3.4 miles from the development site
- Pharmacy – Publix Pharmacy, located approximately .15 miles from the development site
- Public School - Conniston Middle School, located approximately .19 miles from the development site

There are two (2) Palm Tran bus stops in close proximity to the development site. The Palm Tran 60 route has stops at Lake Avenue and Southern Blvd, the bus stop located on the Development site and Lake Avenue and Conniston Place. The two (2) stops can be found on the map below.



Across from the development site, approximately .15 miles away, is a shopping center that contains a Publix, CVS, PetSupermarket, laundromat, and a Wells Fargo Bank. There is a cross walk located between the Development site and the shopping center. Downtown West Palm Beach, which contains various amenities such as restaurants, retail, and transportation hubs such as the Brightline Train, which is 2.75 miles away from the development site.

West Palm Beach's top 3 leading industries include;

- educational services, health care, and social assistance
- Professional, scientific, and management, and administrative and waste management services
- Arts, entertainment, and recreation, and accommodation and food services

In West Palm Beach, there are various employment centers near the Development site. One of the largest employment centers is CareerSource Palm Beach County, which is located approximately 2.28 miles from the Development site. CareerSource Palm Beach is staffed with career coaches and consultants who are dedicated to serving first time, experienced and professional job seekers. U.S. military veterans and persons with disabilities receive priority of service at

each CareerSource Palm Beach County career center. The services include career consulting, computers for job searches, internet access to our statewide jobs database Employ Florida, job search and placement services, workshops, training opportunities, work assessments and more. There are no appointments necessary, and walk-ins are welcome.

### **Green Building Features and Requirements**

As part of FHFC's funding requirements process for all new construction developments, the Respondent's has committed to building energy efficient/green buildings. Roseland Gardens will adhere to the ICC 700 National Green Building Standard ("NGBS"). When the final drawings are available, the Respondent will submit the drawings to its 3<sup>rd</sup> party green building certification company, Two Trails, who will review the drawings to ensure compliance with NGBS and provide the certification when the project is complete evidencing compliance with NGBS. The proposal between the Respondent and Two Trails is attached below the proposed site plan.

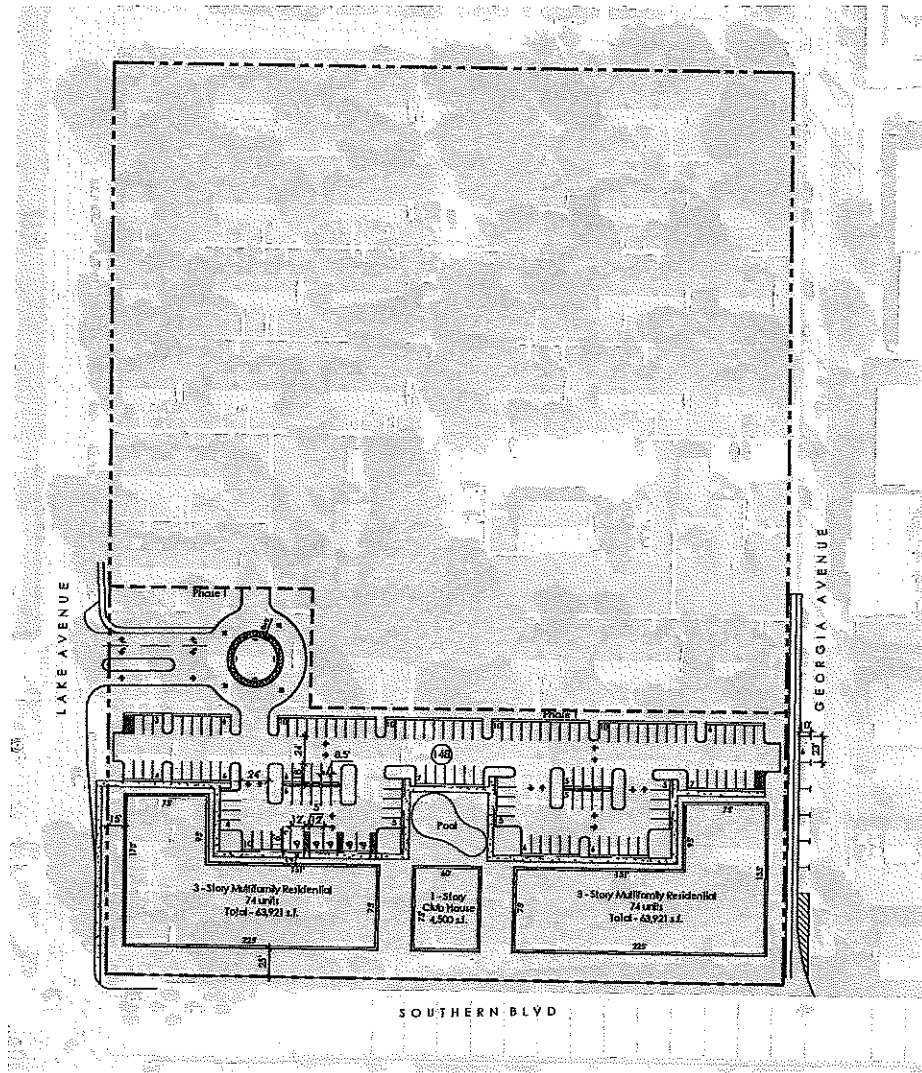
Roseland Gardens will be designed and/or will incorporate the following Green Building features:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms – WaterSense labeled products or the following specifications:
  - Toilets: 1.28 gallons/flush or less
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;
- Water heater minimum efficiency specifications:
  - Residential Electric:
    - Up to 55 gallons = 0.95 EF or 0.92 UEF; or
    - More than 55 gallons = Energy Star certified; or
    - Tankless = 0.97 EF and Max GPM of  $\geq 2.5$  over a 77° rise or 0.87 UEF and GPM of  $\geq 2.9$  over a 67° rise;
  - Residential Gas (storage or tankless/instantaneous): Energy Star certified
  - Commercial Gas Water Heater: Energy Star certified;
- Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (in-unit or commercial):
  - Air-Source Heat Pumps – Energy Star certified:
    - $\geq 8.5$  HSPF/  $\geq 15$  SEER/  $\geq 12.5$  EER for split systems
  - Central Air Conditioners – Energy Star certified:
    - $\geq 15$  SEER/  $\geq 12.5$  EER\* for split systems

Roseland Gardens Conceptual Rendering



Attached on the following page is a preliminary site plan for Roseland Gardens.



SITE DATA	
Name of Applicant	Southridge Redevelopment
Existing Future Land Use Designation	MF
Proposed Future Land Use Designation	MF
Existing Zoning District	MRS2
Proposed Zoning District	PUR-SP2
Section, Township, Range	32N34E
Property Control Number	74-43-03-030-000-01-01
Existing Use	Multifamily Residential
Proposed Use	Multifamily Residential
Total Site Area	11.05 ac.
Total Existing Area (Phase 1)	148 Units
1 Bed/1 Bath - 80 Units	
2 Bed/2 Bath - 20 Units	
Parking Required	148 SPACES
Existing Parking	148 SPACES
Proposed Parking	148 SPACES
Handicap Spaces Required	5
Handicap Spaces Provided	5
Number of Stories	4



**SCHMIDT  
NICHOLS**  
LANDSCAPE ARCHITECTURE  
AND URBAN PLANNING

1551 N. Hugler Dr. Ste 102  
West Palm Beach, FL 33401  
Phone: 561.884.6141  
Email: info@schmidtnichols.com  
Website: www.schmidtnichols.com  
License No: LC2600222

# Southridge Redevelopment

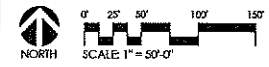
The City Of West Palm Beach, Florida

Date:	09/09/02
Scale:	1" = 50'-0"
Design By:	JN
Drawn By:	AH
Checked By:	JN
Title No.:	1105.D1
Job No.:	22-85

REVISIONS / SUBMISSIONS

No.	Description

SITE  
PLAN  
CONCEPT B







## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("**Agreement**") shall be effective commencing the \_\_\_ day of \_\_\_\_\_, 2023, Roseland Gardens, LLLP, (herein referred to as the "**Client**"), whose mailing address is 1100 NW 4th Ave. Delray Beach, FL 33444, and TWO TRAILS, INC., a Florida corporation, ("**Consultant**"), whose mailing address is 8955 U.S. Hwy. 301 N #386, Parrish, FL 34219.

### WITNESSETH:

**WHEREAS**, Client controls the development of certain properties located in West Palm Beach project named Roseland Gardens. (the "**Project**").

**WHEREAS**, Client desires to commission the services of a consultant to perform the hereinafter described services, and Consultant desires to be so commissioned.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

#### 1. SCOPE OF SERVICES.

a. A description of the nature and scope of services to be performed by Consultant under this Agreement ("**Basic Services**") is set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

b. Additional Services: Client may, from time to time, authorize Consultant in writing to perform additional services ("**Additional Services**"), in which event Consultant shall perform same. Any such Additional Services shall be set forth in an Amendment to this Agreement which shall be executed by both parties and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein.

c. Reduction of Scope of Services: Basic Services plus Additional Services are hereinafter referred to collectively as "**Services**." Client retains the right, in its sole discretion, to reduce any portion of the scope of Services.

d. Time for Completion: Consultant shall commence the Services upon execution of this Agreement, or as otherwise directed by Client, and shall complete same as progress of construction requires, it being understood and agreed that TIME IS OF THE ESSENCE of this Agreement. Final certifications shall be completed as soon after issuance of a Certificate of Occupancy on the subject buildings is issued as possible.

e. Acceleration: Consultant shall accelerate performance of its Services in the manner directed by Client in the event that Client, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused solely by Consultant, then such acceleration shall be at no additional cost to Client. If acceleration is required as a result of delays or design modifications caused by Client or applicable regulatory agency, such acceleration shall be at no additional cost as an Additional Service. The failure or refusal of any time attributable to Client's authorization of Additional Service by Consultant shall not be considered a cause of delay attributable to Consultant under this paragraph.



TWO TRAILS, INC.

8955 U.S. HWY 301N NO. 386 PARRISH, FL 34219 PH: 813-776-8580, FAX: 813-232-6382  
WWW.TWOTRAILS.COM



## 2. COMPENSATION

a. Client shall pay for the performance of the Services, as directed by the Client's representative, based upon the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. Reimbursable expenses shall be paid by Client to Consultant subject to and in accordance with the terms and conditions of **Exhibit "C"** ("**Reimbursable Expenses**"). There will be no markup on reimbursable expenses.

b. The basis of compensation for any Additional Services shall be set forth in an Amendment to this Agreement providing for such Additional Services. Any Additional Services performed by Consultant prior to execution by both parties of an Amendment shall be at Consultant's sole risk and expense and shall not be compensated by Client. Any delay attributable to the drafting, negotiation and/or execution of the scope of Additional Services shall not be attributable to Consultant.

c. Payments shall be made per draw schedule in Exhibit B for Services provided by Consultant, based upon the actual cost incurred by the Consultant at the agreed rates through the end of the billing period for which an invoice is submitted, less the sum of previous payments. Consultant shall invoice Client and Client shall pay each invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. Invoices shall (i) itemize and include complete documentation and substantiation for all charges being invoiced, (ii) itemize each Amendment and amount being billed against such Amendments in the invoice, and (iii) itemize all amounts previously invoiced and paid. All invoices shall be addressed to:

Roseland Gardens, LLLP  
1100 NW 4th Ave.  
Delray Beach, FL 33444  
[dsmith@smithhenzy.com](mailto:dsmith@smithhenzy.com)  
[billing@smithhenzy.com](mailto:billing@smithhenzy.com)  
[mhenzy@smithhenzy.com](mailto:mhenzy@smithhenzy.com)  
[izunamon@smithhenzy.com](mailto:izunamon@smithhenzy.com)

## 3. PROJECT CONSTRUCTION BUDGET.

Intentionally omitted.

4. **BOOKS AND RECORDS.** Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services.

5. **DELIVERABLES.** "**Deliverables**" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Client in accordance with the requirements of this Agreement. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Client's review, approval, action or inaction taken on the Deliverables is for Client's convenience and/or to express Client's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.



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**6. OWNERSHIP OF DELIVERABLES.**

a. Title to all Deliverables shall be and remain the sole and exclusive property of Client when produced, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to Client all Deliverables whether complete or not.

b. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for Client as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including, but not limited to, patents and copyrights, to Client and its successors and assigns. Consultant grants to Client all rights, including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Client is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Deliverables to Client promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Client to further evidence any of the transfers, assignments and exploitation rights provided for herein.

c. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

**7. CONFIDENTIALITY OF MATERIAL.** Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, drawings, artwork, materials, data, systems and other information of or with respect to the Client or Client's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever outside the Scope of Services, without first having obtained the written permission of Client, which permission Client may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including, but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

**8. INSURANCE AND INDEMNIFICATION.**



**TWO TRAILS, INC.**

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a. Consultant, shall, throughout the performance of their respective Services hereunder, maintain:

(i) Commercial General Liability Insurance to include contractual and products/completed operations, (which must be maintained for three years following completion of Consultant's Services), protecting Consultant, Client and Client's Representative from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with Consultant's performance of the Services, this Agreement, or from or out of any negligent act or omission of Consultant, its officers, directors, agents, subcontractors, or employees;

(ii) Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of \$100,000 per occurrence; and

(iii) intentionally deleted

b. All such insurance required by this Article shall be with companies and on forms acceptable to Client and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Client. All insurance shall be primary and non-contributory with regard to any other insurance available to Client and Client's Representative. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Certificates of insurance (or copies of policies, if required by Client) shall be furnished to Client and shall include Client, its supervisors, officers and employees agents and assigns and Client's Representative and its parent, affiliated and related companies, officers, directors, employees, agents and assigns of each as additional insureds and shall contain a waiver of subrogation. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability).

c. Consultant shall indemnify, defend and hold harmless Client and its supervisors, officers and employees from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness, or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

d. Consultant shall indemnify, defend and hold harmless Client's Representative and its parent, subsidiary, related and affiliated companies and the officers, directors, agents, employees and assigns of each from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

## **9. PROFESSIONAL STANDARDS.**

a. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright or other proprietary interest claimed or held by any person or interest absent prior express written



**TWO TRAILS, INC.**

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consent from the Client; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that Client may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.

b. If, at any time during the performance of its Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Consultant or any of its officers, directors, agents, subcontractors, or employees, has committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause additional expense to Client, then Consultant shall, at Client's request, promptly make all necessary corrections and/or bear any and all such additional expenses associated with the correction of same. The foregoing is without limitation of Client's other rights under this Agreement or at law.

**10. DETERMINATION OF DISPUTES/CHOICE OF LAW.** Any controversy or claim between the parties to this Agreement shall, prior to the filing of any legal actions or proceedings, be submitted to mediation in Sarasota, Florida, in accordance with the rules of the judicial arbitration and mediation services operated by JAMS ("JAMS") or its successor organization, and the parties shall use their reasonable and good faith efforts to reach a mediated resolution. Each party shall bear one-half of the fees and costs payable to a mediator in any mediation conducted under this Section, and all other fees and expenses, including attorneys' fees, shall be paid and borne by the party incurring the same.

If above method does not result in a resolution, the following procedure will take place. A "Proceeding", shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Sixth Judicial Circuit in and for Sarasota County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Tampa Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Sarasota County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein, and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

**11. SUSPENSION/TERMINATION FOR CONVENIENCE.**

a. Anything herein to the contrary notwithstanding, Client may, for convenience, terminate this Agreement upon thirty (30) days prior written notice to Consultant. In the event of such termination, Client's sole obligation and liability to Consultant, if any, shall be to pay Consultant the Fee Compensation earned by Consultant for the performance of the Services and such reimbursable expenses incurred through the date of termination only. Client shall be liable for any lost profits, lost revenue and unabsorbed overhead or any other losses of any kind whatsoever associated with any Services not performed. All deposits are non-refundable.

b. Upon delivery to Consultant of a written notice to suspend services ("Notice to Suspend Services"), Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Client in said Notice to Suspend Services. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be



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entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.

12. **ASSIGNMENT.** This Agreement is for the services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Client, which consent Client may withhold in its sole discretion. Client reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

13. **NOTICE.**

a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, or messenger services and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Client: Roseland Gardens, LLLP  
1100 NW 4th Ave.  
Delray Beach, FL 33444  
Attn: Darren Smith

If to Consultant: Drew M. Smith, COO  
Two Trails, Inc.  
8955 U.S. Hwy 301 N  
#386  
Parrish, FL 34219

or to such other address as either party may direct by written notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. **PROMOTION.** Consultant shall acquire the right under this Agreement to use the marks or logos of Client or its parent, related, affiliated or subsidiary companies, and, Client's name may be used in the Consultant's advertising, publicity, or promotion, including, but not limited to, the Internet. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

15. **CODES.** Consultant's Services shall conform to all applicable federal, state, and local laws, statutes, codes ordinances and agency regulations, as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

16. **NO AGENCY.**



a. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

b. Consultant is responsible for paying all required state and federal taxes, including without limitation, FICA, FUTA, SUI, DUI, worker's compensation, and other employee benefits.

c. Consultant shall complete, execute and deliver to Client a Request For Taxpayer Identification And Certification Form (W-9) prior to, or concurrent with, the execution of this Agreement by Consultant. Failure to comply with this requirement shall constitute a material breach of this Agreement and Client shall have the right to terminate this Agreement with no further obligations to Consultant and to seek any damages caused by said failure. The provisions of this Article 18(c) shall not apply if Consultant has, prior to execution hereof, submitted to Client a Request For Taxpayer Identification and Certification Form (W-9), provided that said Form is current at the time of execution hereof and remains current during the performance of Services hereunder.

17. **GOVERNING LAW.** This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws.

18. **ENTIRE AGREEMENT.**

a. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing, usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.

b. Any failure by Client to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Client may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

c. In the event either party hereto institutes legal proceedings to enforce its rights under this Agreement, the party prevailing therein shall be entitled to recover reasonably attorney's and legal assistants fees and costs from the party not prevailing therein, whether incurred in preparation thereof, in arbitration, in mediation, at trial, on appeal, in bankruptcy or otherwise.

19. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.



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20. **CAPTIONS.** The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.

21. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

**CONSULTANT:**

**TWO TRAILS, INC., a Florida corporation**

Authorized  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name/Title: Drew M. Smith, COO

**CLIENT:**

Roseland Gardens, LLLP

Authorized  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name/Title



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**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Consulting services as needed to aid in and certify to the Green Building standards, at Client's, properties described in category as follows:

1) each of the housing units built by Roseland Gardens, LLLP and such other services as the Client and Two Trails, Inc. may agree upon from time to time by written amendment to this Agreement.

Client and Consultant understand that presently the target standards are the National Green Building Standard (NGBS) standard.

Scope of services include:

- a) Initial consultation and review of plans (4 hrs)
- b) Creation of initial NGBS checklist for use during construction
- c) Pre-drywall inspection on each unit
- d) Assistance with questions during construction
- e) Final inspection of each apartment
- f) Assembling of all documentation and forwarding to NGBS for certification
- g) Deliver final Green Certification to client upon receipt from NGBS

\_\_\_\_\_ Initial



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**EXHIBIT "B"**  
**BASIS FOR COMPENSATION STATEMENT**

For the Services provided by Consultant under this Agreement, the Client will remit compensation as follows:

1) Consultation and Certification services for **Multi-Family Homes**:  
This agreement will apply to any homes/apartments that Roseland Gardens, LLLP request to be certified. Units shall be billed at a rate per unit billed 33.3% upon contract signing to Two Trails, Inc. and 33.3% upon completion of pre-drywall inspections and 33.3% upon completion of final inspections. (Apartments = 148 units)

1. **NGBS\*\*\***(see below for add'l fees)(includes Load & Energy Calcs).....\$185.00/unit
2. **Blower Door test as required for NGBS (Optional)**.....\$50.00/unit

\_\_\_\_\_ Initial

*Does not Include the \$300.00 per building and \$30/unit NGBS certification fee charged by Home Innovations Research Lab invoiced directly to builder.*

\_\_\_\_\_ Initial

Two Trails, Inc.	Rate	NGBS
148 units	@\$185	\$27,380
Blower Door test as required for NGBS 148 units (Optional)	@\$50	\$7,400
<b>Certifying Organization Fees</b>		
2 buildings	@\$300	\$600
148 units	@\$30	\$4,440
<b>Total Certification Cost</b>		<b>\$39,820</b>

Certain clerical time is included in the fixed fee portions of this contract. Reasonable additional clerical time will not be charged.

Compensation will be billed and payable semi-monthly. Terms are net 45 days upon receipt of invoice. An interest charge of 40% per month will be applied toward all Fees and Expenses outstanding beyond 60 days.

Two Trails, Inc. is a Third Party certifying agency, as such we provide inspections, clarification of standards per authenticating agency. If the builder or homeowner does not comply with checklist specifications and inspection process or does not provide agreed upon documentation or does not provide clarification documentation to Two Trails Inc. in a timely manner, a certification may not be obtained.



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**EXHIBIT F**

**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Roseland Gardens, LLLP  
BUSINESS NAME

  
PROVIDER'S SIGNATURE

**RFP HED.2023.2**

# **Multifamily Rental Housing Development**

**Respondent: ME-ST LLC**

**Location 4825 Maine St. Lake Worth, FLL  
33461**

**(Unincorporated)**

**Attachment 1**

Provide a detailed project description, including but not limited to: development category; development type; site plan; architectural renderings; building construction; housing unit features; project site amenities; numbers and types of buildings; total numbers of housing units by unit size, designated income tier, and proposed rents; numbers of County-Assisted Housing Units by unit size, designated income tier, and proposed rents; and targeted resident populations. The description shall include project location information including the development site(s) PCN(s), address (if any), Census Tract, and a detailed site location map. The description shall describe the site's proximity to transportation hubs, employment centers, commercial centers, medical facilities, and educational services. If applicable, include documentation evidencing the project's compliance with a sustainable building rating system or national green model code cited in RFP Section I.M. *Submit as Attachment 1.*

**Proposal Description:**

**Location: 4825 Maine St. Lake Worth, FL 33461 (East of Military Trail North of Melaleuca)**

The project is the addition of 14 concrete block affordable 1-bedroom rental housing units to be built at 4825 Maine St. It is for new construction without acquisition as the property is already owned by this Developer. The building shall be two story with 7 units on each floor.

Each of the 14 affordable rental units will house a low-income, homeless, or disabled U.S. veteran. All of the new units shall be affordable housing units and will be occupied by individuals who comprise a mixture of U.S. veterans whose incomes are below 50% AMI, between 50% to 60% AMI and below 80% AMI. As a practical matter, our experience is that the vast majority of our U.S. veteran tenants are at or below 50% AMI.

**ALL (100%) of the 14 1 Bedroom Units, all units will be designated income tier <80% AMI  
The 2023 rent shall be \$1370.00.**

**This response anticipates that all the 14 units to be added shall be County Assisted Housing Units through HED 2023.2. The existing single-family house which is rented to US Veterans with incomes below 50% of AMI as shared housing shall remain.**

Rents in County-Assisted Housing Units shall not exceed the FHFC Multifamily Rental Programs rent limit amount for the applicable unit size. Limits will change annually with FHFC publication of new Multifamily Rental Programs rent limits.

The amenities include on-site laundry. Barbeque and picnic table, Baci Ball and Outdoor chess. Based upon our experience with providing housing exclusively to U.S. Veterans at other locations in Palm Beach County, the development will become an organic community of individuals with shared experiences who support one another.

**Proximity to schools:** Diamond View Elementary 1 mile, Tradewinds Middle .9 mi, Lake Worth High 2.7 miles. Distance to Palm Beach State College: 2.2 miles

**Proximity to Commercial facilities:** 1,552 feet (.294 miles to the Country Inn Dinner), Walmart 2.9 miles, Western Beef 3.2 miles, Publix .7 miles

**Attachment 1**

**ME-ST 002**

Attachment 1

**Proximity to healthcare services:** JFK Medical Center is within 3.1 miles. The VA Medical Center is a 20 minute bus ride on Bus Route 3. The Crossings Nursing Home .6 miles. Signature Healthcare Of Palm Beach Nursing Home. .9 miles.

**Proximity to public transit:** Bus Route 3 stops at Military Trail near Melaleuca. Bus stop 1968 1,818 feet, .344 miles.

Route 3 - Serving:

Gardens Mall	Gardens Medical Mall
North County Courthouse	Barry University NPB Campus
VA Medical Center	Adult Education Center
Northwood University	Cross County Plaza
Mounts Botanical Garden	Tax Collector
Palm Tran CONNECTION	St. Vincent Seminary
Delray Square	Lynn University
Glades Plaza	Town Center Mall

**Proximity to employment centers:** Walmart Supercenter distance: 2.9 miles, Western beef 3.2 miles, Publix .7 miles.

**Proximity to Library** Lantana Rd Branch Library is 2.4 miles.

The Map, Site Plan and Architectural Renderings including Elevation are attached as Attachment I Exhibit A.

Address 4825 Maine St, Lake Worth, Florida, 33461

MSA/MD Code 48424

State Code 12

County Code 099

Tract Code 0049.04

MSA/MD Name WEST PALM BEACH-BOCA RATON-BOYNTON BEACH, FL

PCN 00-42-44-25-00-000-5520

ME-ST, LLC is a single-asset, Limited Liability Company. This application is submitted by Christiane Pittaluga and Jeffrey Meiselman on behalf of ME-ST, LLC. Other members of the LLC are the Timothy and Adrian Donatelli.

Jeffrey Meiselman and Christiane Pittaluga are members of this and other limited liability companies in Palm Beach County which currently provide affordable rental housing to in excess of 40 low income or disabled U.S. Veterans. **Immediately following this attachment are letters from Faith, Hope, Love, Charity, Inc. and The Salvation Army in support of this proposal.**

The subject property is .96 acres and currently has a single-family house which provides and will continue to provide non-transient affordable rental housing. This property is already owned and operated by ME-ST, LLC.

**100% of the units to be built will provide housing to the targeted tenant populations to be served: homeless, indigent, or disabled U.S. Veterans with incomes under 60% AMI.**

Attachment 1

ME-ST 003

**Attachment 1**

**The units on the first floor will satisfy fair housing requirements.**

Our experience has demonstrated that there is a significant need for veteran housing that is more forgiving and accepts veterans with past criminal convictions and evictions.

It is a common practice for rental agents and condominium association boards of directors to perform criminal background checks on applicants. While we too make these inquiries we consider HUD/VASH tenants regardless of credit history, regardless of eviction history and look at the type of conviction on a case by case basis. This is what really sets our housing apart from large rental or condominium projects with a small set aside for low-income veterans and onerous acceptance policies.

While due to proximity to a school we cannot house veterans at 4825 Maine Street who are sexual offenders under the law, we do not have a blanket barrier for criminal history. All criminal histories are evaluated on a case-by-case basis with a view toward providing housing to veterans who we anticipate will not be violent.

Due to its size our planned project at Maine St. however will create a small organically supportive community.

Energy efficient windows, LED lighting indoor and out. R30 insulation. Energy Star appliances. If funding is provided solar panels will be installed.

**Attachment 1**

**ME-ST 004**

(561) 968-1612 Office  
(561) 968-0112 Fax  
Email: fhic@standdown.org



3175 S. Congress Avenue Suite 310  
Palm Springs, Florida 33461



To Whom It May Concern:

Stand Down, an initiative of Faith, Hope, Love, Charity, Inc., provides services to veterans and their families who are in need in Palm Beach County. Through our At Ease program, our Forward March program, and the Stand Down House, we assist veterans and their families on their path to sustainable housing. We work with homeless veterans and those at risk of homelessness, providing services that help them obtain or maintain housing, gain meaningful employment or improve their position in the employment marketplace, and access other benefits and services that may be available to them.

We would not be able to assist our veterans without significant support from the community, and one of single most valuable partnerships that we have is the property management firm of Pioneer Consulting and Management.

Over the last six years or so, we have worked extensively with Pioneer Consulting and Management. Jeff Meiselman, later joined by Yaneta Santana, truly goes above and beyond to provide quality housing for our veterans that is affordable, safe, and secure with all the amenities they need. We work closely with them in all types of situations. They are there to help our veterans in need, often when those veterans are at their lowest point. It cannot be overstated how powerful it is to have partners like Pioneer Consulting and Management as we work to end veterans homelessness in Palm Beach County.

We strongly support Pioneer Consulting and Management and their current efforts to add additional affordable housing for our veterans right here in Palm Beach County, and we will be working closely with them when this project comes to fruition. Any assistance or support that you can provide to this project will be greatly appreciated and will be a help to our veterans in need.

Please feel free to contact me if you would like further information on the many ways that we work with Pioneer Consulting and Management.

Sincerely,

Joshua W. Maddock  
Director of Programs  
Stand Down/Faith, Hope, Love, Charity, Inc.

standdown.org

ME-ST 005





## Doing The Most Good

Attachment 11 Ex D

*William Booth, Founder*  
*Andre' Cox, General*  
*Commissioner Willis Howell, Territorial Commander*  
*Lt. Colonel Kenneth Luyk, Divisional Commander*  
*Major Pierre Smith, Area Commander*  
*Major Louisa Smith, Associate Area Commander*

*Pam Berry, Director of Social Services*

Salvation Army/Center of Hope  
1577 N. Military Trail  
West Palm Beach, FL 33409

This letter is being written in support of ME-ST, LLC & Pioneer Consulting & Management, LLC as the property Management Companies and Jeff Meiselman as the principal managing member as a recommendation for their application into the Department of Economic Sustainability for assistance from the county of their project to build 14 units at 4825 Maine Street Lake Worth, FL 33461.

Our job here at Center of Hope/Salvation Army is to take at risk homeless and indigent veterans off the street to house them, offer them rehabilitation from substance abuse, psychological and social issues, provide job seeking skills and then reintegrate them back into the community as functional members of society.

As our clients become ready, we routinely place them in properties managed by Jeff and his group, and in our opinion, they really do operate at a level far above a typical property management capacity. While we have no formalized relationship, over the years we have come to trust what they do and know that when one of our clients is ready to make the move back to self-sufficiency they are with a group that actually cares about their best interests and watches out for them in a way that we do not see with any other group of property owners. Additionally, a portion of our clients have prior background issues which make it extraordinarily difficult for some of them to find housing, yet this group will work to house them when others will not even consider it.

We do anticipate continued need for housing for both federally assisted veterans in the HUD/VASH system as well as those that are self-pay and if they were able to offer 14 or more additional units, while we cannot promise, we do believe that based upon current need and likely anticipated future need, these units will be filled very rapidly.

Thank you very much for your consideration of these people and what they are doing. They are always willing to assist us in what we are trying to accomplish, and I know they also assist other local organizations with a similar mission statement to our own.

Please feel free to contact me with any questions you may have.

Respectfully,

Susan A. Thomas, M.S., L.P.C.  
Case Manager Specialist

*The Salvation Army Center of Hope – Transitional Housing & Veterans Program*

*1577 North Military Trail West Palm Beach, FL 33409*

*p: 561.682.1118 f: 561.689.1281*

*Local Website: [www.salvationarmypalmbeachcounty.org](http://www.salvationarmypalmbeachcounty.org) Face Book: [www.facebook.com/salarmypbco](http://www.facebook.com/salarmypbco)*



# NEW 2 STORY APARTMENT BUILDING MAINE STREET APARTMENTS

4825 MAINE STREET  
LAKE WORTH, PALM BEACH COUNTY, FLORIDA

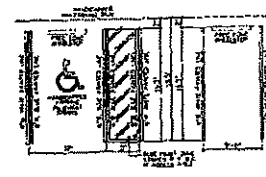
## INDEX OF DRAWINGS

- A1 TITLE SHEET / SITE PLAN
- A2 ARCHITECTURAL FLOOR PLANS
- A3 EXTERIOR ELEVATIONS
- A4 WALL SECTIONS
- S1 FOUNDATION / FLR FRAMING PLAN
- S2 ROOF FRAMING PLAN
- E1 ELECTRICAL PLAN
- P1 PLUMBING PLAN
- M1 MECHANICAL PLAN
- L1 LANDSCAPE PLAN



**HANDICAP PARKING SIGN**  
SCALE: 1" = 1'-0"

**PARKING CALCULATIONS:**  
 15 EXISTING SPACES + 10 NEW SPACES = 25 SPACES REQUIRED  
 1 VISITOR SPACE FOR 1000 + 1000 = 2 SPACES REQUIRED  
 TOTAL PARKING SPACES REQUIRED = 27 SPACES (25 MINIMUM)  
 TOTAL PARKING SPACES PROVIDED = 27 SPACES (25 MINIMUM)  
 TOTAL PARKING SPACES: 27 x 8.5' x 18.5' = 4156.25 SQ. FT.

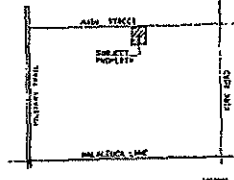


**HMOCP PARKING TYP PARKING  
PARKING STALL PLANS**  
SCALE: 1/4" = 1'-0"

**DWELLING UNITS INFORMATION:**  
 UNIT TYPE: 14 2-BEDROOM UNITS  
 UNIT TYPE: 1 3-BEDROOM UNIT  
 TOTAL UNITS: 15 UNITS  
 TOTAL SQUARE FEET: 10,000 SQ. FT.

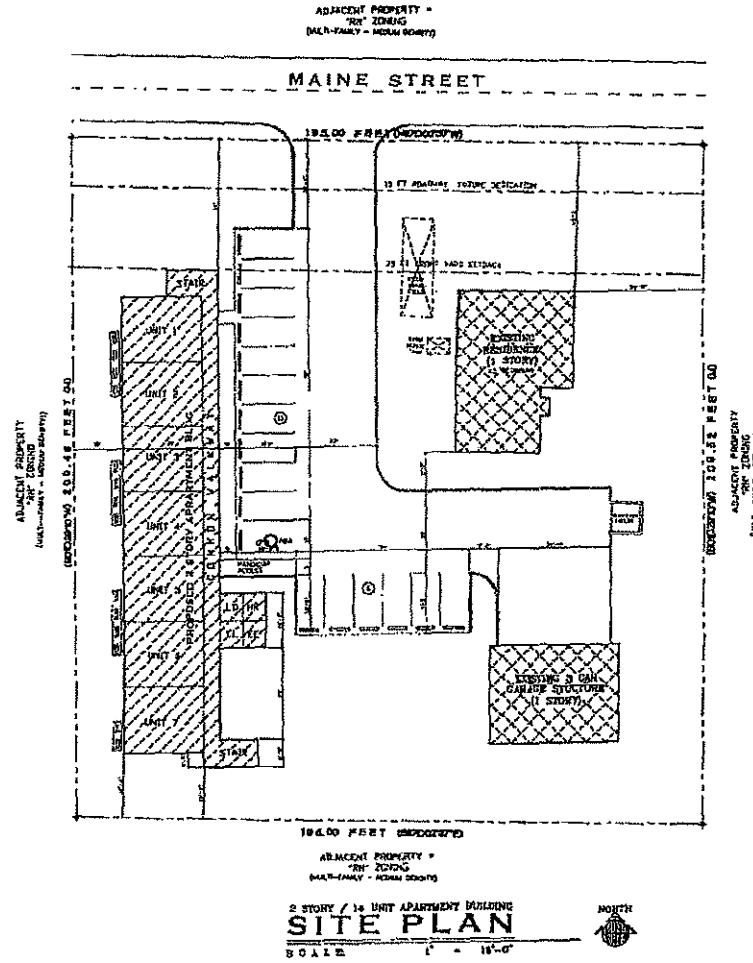
**CONSTRUCTION INFORMATION:**  
 TYPE OF FOUNDATION: CONCRETE  
 TYPE OF EXTERIOR WALL: CMU  
 TYPE OF ROOF: FLAT  
 TYPE OF FLOORING: TILE  
 TYPE OF PAINT: INTERIOR - WHITE  
 TYPE OF DOORS: ALUMINUM  
 TYPE OF WINDOWS: ALUMINUM  
 TYPE OF STAIRS: CONCRETE  
 TYPE OF ELEVATOR: HYDRAULIC  
 TYPE OF MECHANICAL: PACKAGED UNIT  
 TYPE OF ELECTRICAL: PANEL  
 TYPE OF PLUMBING: TOILET  
 TYPE OF FINISH: CARPET

**PROJECT SITE INFORMATION:**  
 PROJECT AND LOCATION: NEW 2 STORY APARTMENT BUILDING  
 SITE ADDRESS: 4825 MAINE STREET, LAKE WORTH, FLORIDA  
 SURVEY PROVIDED BY: PALM BEACH COUNTY  
 TOTAL SITE AREA: 1.2 ACRES  
 TOTAL BUILDING AREA: 10,000 SQ. FT.  
 TOTAL PARKING AREA: 4156.25 SQ. FT.  
 TOTAL LOT AREA: 10,000 SQ. FT.  
 TOTAL LOT AREA: 10,000 SQ. FT.  
 TOTAL LOT AREA: 10,000 SQ. FT.



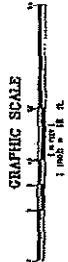
**LOCATION PLAN**  
NO SCALE

**TYPICAL DESCRIPTION:**  
 SEE SHEET FOR DESCRIPTION  
 REFER TO THE PALM BEACH COUNTY PLAT BOOK  
 PALM BEACH COUNTY, FLORIDA

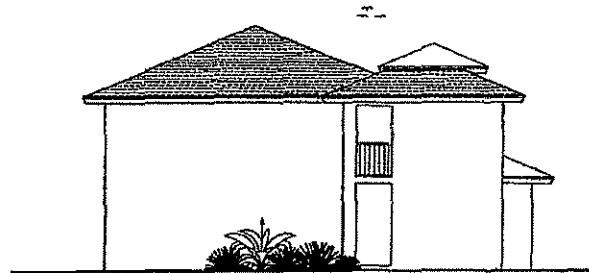


**2 STORY / 14 UNIT APARTMENT BUILDING  
SITE PLAN**  
SCALE: 1" = 10'-0"

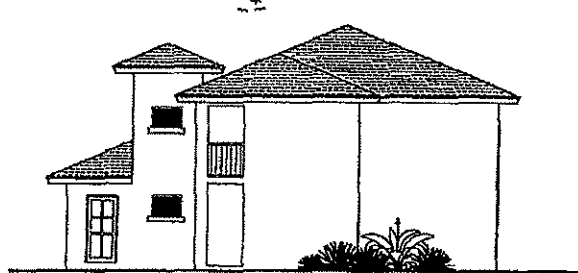
**JAMES E. GILGENBACH ARCHITECTURE & PLANNING**  
 1328 S. UNIVERSITY AVENUE, SUITE 100  
 LAKE WORTH, FLORIDA 33409  
 (561) 438-1833  
**MAINE STREET APARTMENTS**  
 4825 MAINE STREET  
 LAKE WORTH, PALM BEACH COUNTY, FLORIDA  
**A1**



**GRAPHIC SCALE**  
1" = 10'-0"



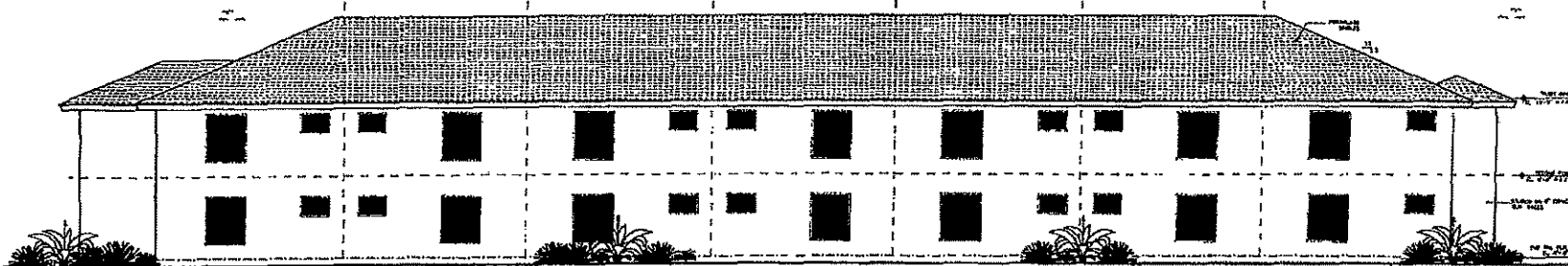
**SOUTH ELEVATION**  
SCALE 3/16" = 1'-0"



**NORTH ELEVATION**  
SCALE 3/16" = 1'-0"



**EAST ELEVATION**  
SCALE 3/16" = 1'-0"



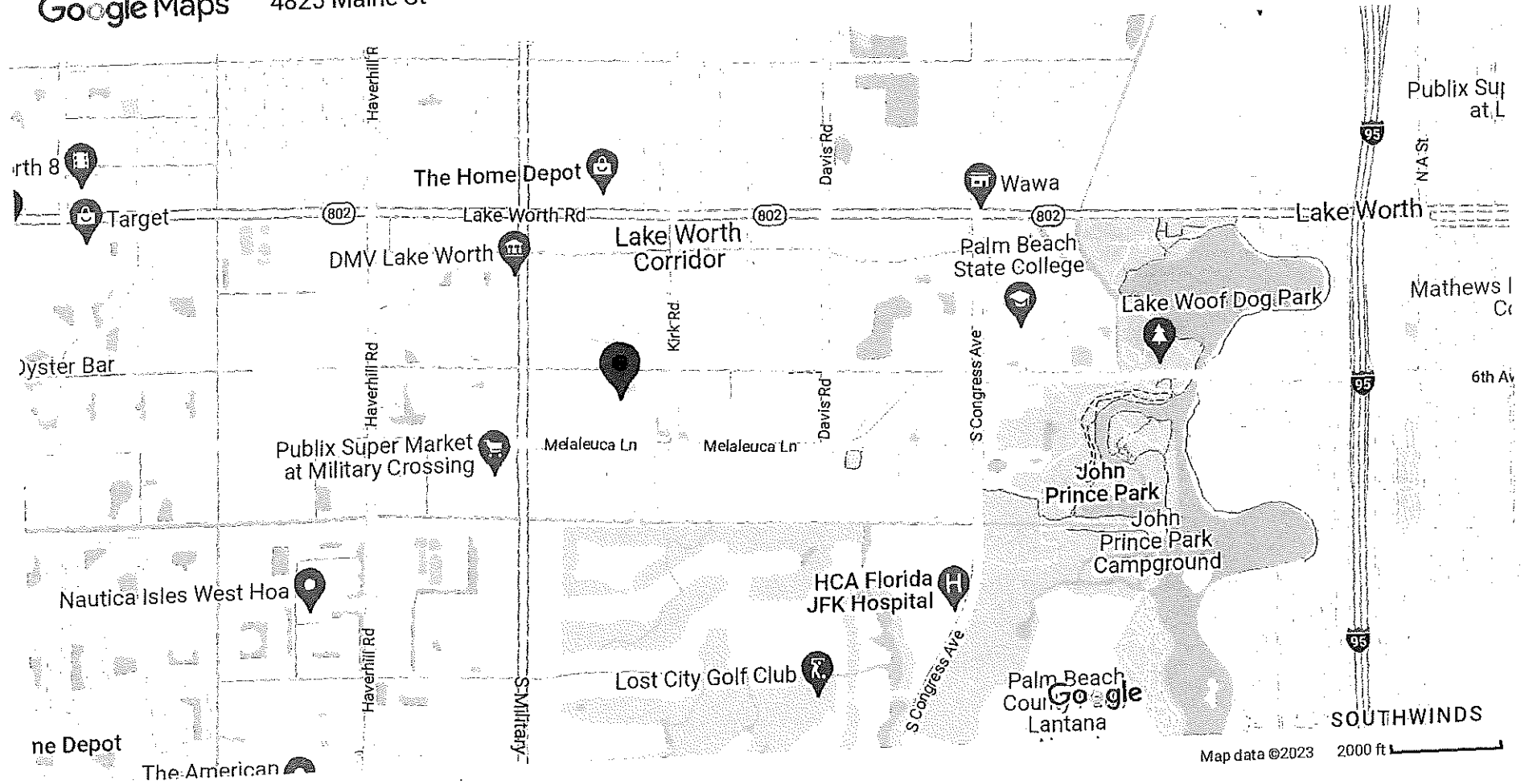
**WEST ELEVATION**  
SCALE 3/16" = 1'-0"

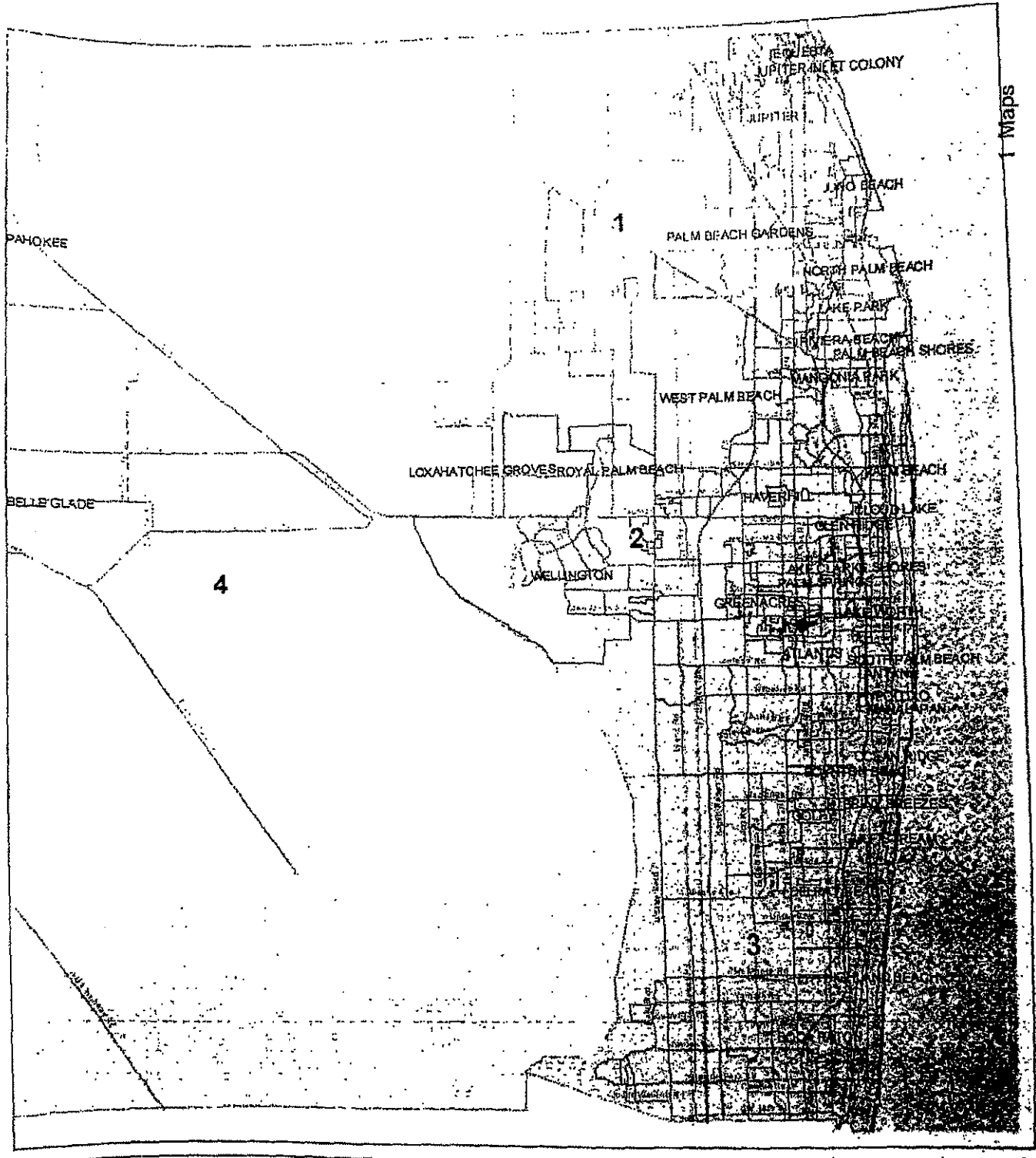
JAMES E. GILGENBACH  
ARCHITECTURE & PLANNING  
1000 E. HAWORTH CENTER DR.  
SUITE 200  
ORLANDO, FLORIDA 32809  
TEL: 407-251-1111  
FAX: 407-251-1112

MAINE STREET APARTMENTS  
LAKE WORTH, FLORIDA

DATE: 11/11/03  
BY: JEG  
CHECKED BY: JEG  
SCALE: 3/16" = 1'-0"

A3

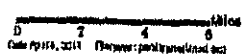




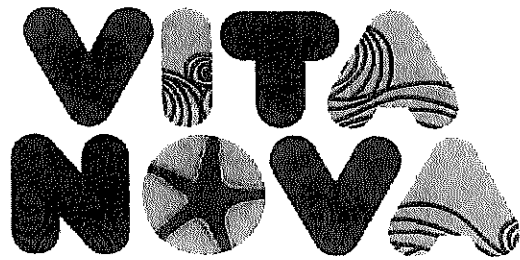
### PARK IMPACT FEE ZONES

Municipal Boundaries

1	2	3	4
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Planning, Zoning and Building  
 Department - GIS  
 2000 Jog Road  
 West Palm Beach, FL 33411  
 (561) 235-2000  
 pzinfo@pbcgov.org  
 www.pbcgov.com/pzb



New Life for Homeless Youth®

# Attachment 1

**Request for Proposal (RFP) HED.2023.2**  
**Multifamily Rental Housing Development**  
**Department of Housing & Economic Development**  
**Vita Nova, Inc: Omega Apartments**

**Attachment 1: Detailed Description:**

Omega Apartments is construction of new apartments at 1330 Alpha Street, West Palm Beach, Florida, 33401. The project is designed to create housing that is affordable to youth ages 18-25, a population without access to affordable housing or livable wages, to ensure they do not fall back into homelessness.

The project will create apartments, provide high tech broadband throughout, and a business center with computer access. The project will enhance the community and complements the City of West Palm Beach revitalization plan for Jefferson Terminal District.

Omega Apartments will meet a critical need for youth who do not have access to safe housing due to the rising costs of living in the county, and who have demonstrated successful navigation out of homelessness. Youth in Palm Beach County are not able to afford housing in Palm Beach County due to economic and equitable barriers including significant rising costs in rent, and discrimination.

Omega Apartments is housing that is affordable specifically for youth who are earning no more than 80% of AMI. Rents tied to income allow youth to stay connected with resources and opportunities within in our own community, supporting the economic development our youth, Palm Beach County, and our workforce.

Additionally, an onsite business center with access to computers and broadband service will expanding equitable access to technology, employment readiness, and other supportive housing services to the residents.

The project has broader community impact – local employers cannot find or retain sufficient employees who can live and thrive in the communities in which they work, because they cannot afford to live in Palm Beach County. Omega Apartments aims to meet the needs of the underserved youth population, and

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eliminate barriers to housing, transportation, economic mobility and technology access.

The location is in a safe neighborhood, where Vita Nova has provided housing services since 2005. Recent development in the area includes a luxury apartment complex. Vita Nova seeks to utilize our remaining property to preserve and ensure that safe and equitable housing opportunities are available for our youth in Palm Beach County. Typically, the only housing a youth can afford are in the highest crime areas in the county. This project will reduce racial barriers to housing in Palm Beach County.

The project's location in West Palm Beach, Florida, is ideally located near the downtown area, featuring an array of offices, restaurants, hotel and hospitality career opportunities. These industries are experiencing a critical need of staff to fill key positions. A major factor is employers cannot find enough staff because their employees cannot afford to live near the work sites. Omega Apartments will provide opportunity to live, work, and thrive in a community and earn livable wages.

The location is also in close proximity to main transportation hub centers, including Palm Tran bus system, Tri-Rail, Brightline train, and Palm Beach International Airport, providing additional resources for mobility and career/economic opportunity, and improved access to health and mental health resources.

Development Category: Multifamily Rental Housing Development

Development Type: Multifamily Medium Density

Site Plan: See Property Survey

Architectural Rendering: *See Attachment*

At the time of RFP submittal, a potential private funding source may become available if the project increases in size to provide additional units. A preliminary drawing is provided, illustrating 21 units in a three-story building.

Decisions regarding this potential funding source are projected to be made the first week of April 2023, at which time a more detailed architectural rendering and site plan will be drafted based on final decisions.

Respondent submits this RFP based on the initial project plan featuring 12 apartment units.

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**Building Construction & Housing Unit Features:** The development includes 12 one-bedroom apartments in a two-story structure. Units contain a single bedroom, a full bathroom, and living area with a kitchenette that features a sliding wall.

Living/Dining Area: 12' x 25'

Bedroom 12' x 9'

Bathroom 5' x 7.5'

A hallway leading to the bedroom and bathroom will include an additional closet.

Apartment units will come furnished with modern, durable furnishings and energy efficient appliances.

**Project Site Amenities:** Omega Apartments will feature a Business Center with high-speed internet and computer access.

**Numbers and Types of buildings:** The site will contain one building that is two stories.

**Total number of housing units by unit size:** 12 One-Bedroom apartment homes.

**Designated income tier:** 100 percent of all residents will have No greater than 80% AMI

**Proposed rents:** 100 percent of all residents will be charged rent no greater than 30% of income

**Numbers of County assisted housing units by unit size:** 12 One Bedroom units

Designated income tier: 100 percent of all residents no greater than 80% of AMI

Proposed rents: 100 percent of all residents no greater than 30% of income

**Targeted resident population:** Youth ages 18-15 who meet designated income requirements.

**Project Location:**

Address: 1330 Alpha Street, West Palm Beach, FL 33401

PCN: 74-43-43-28-13-001-0090

Census Tract: Palm Beach County, West Palm Beach, FL 33401

See Detailed site location map

**Proximity to local transportation hubs:**

Palm Tran Bus Route: Less than 1 mile

Tri-Rail: 1 mile

Brightline: 2 miles

**National Transportation Services:**

Amtrak: 2 miles

Palm Beach International Airport: 2 miles

**Employment Centers:**

Vita Nova Employment Coordination and Case Management: 3 miles

Career Source Palm Beach County: 2 miles

Vocational Rehabilitation: 8 miles

Commercial centers: County Governmental Centers: 1 mile

**Medical facilities:**

HCA Florida JFK North Hospital: 6 miles

St. Mary's Medical Center: 5 miles

Health Care District : C.L. Brumback Primary Care Clinic: 4 miles

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**Mental/Behavioral Health Providers:**

Multilingual Psychotherapy Center: 3 miles

Foundcare: 5 miles

Harm Reduction Center: 6 miles

**Educational Services:**

Palm Beach School District/ Adult Education GED Satellite Center at Vita Nova: 3 miles

Chuck Shaw Adult Education Center: 4 miles

Palm Beach State College: 7 miles

Keiser University: 7 miles

Nova Southeastern University: 13 miles

Florida Atlantic University: 24 miles

Palm Beach Atlantic University: 2 miles

If applicable, include documentation evidencing project compliance with a sustainable building rating system or national green model code cited in RFP section I.M.

All bids for construction will include plan for sustainable building rating and LEED ratings.

**Property Detail**

Location Address	1330 ALPHA ST
Municipality	WEST PALM BEACH
Parcel Control Number	74-43-43-28-13-001-0090
Subdivision	MERCER PARK REPL IN
Official Records Book	21836
Page	1560
Sale Date	JUN-2007
Legal Description	MERCER PARK REPL LT 9 BLK 1

**Owner Information**

<b>Owners</b>	<b>Mailing address</b>
VITA NOVA OF VILLAGE LLC	2724 N AUSTRALIAN AVE WEST PALM BEACH FL 33407 4501

**Sales Information**

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUN-2007	\$150,000	21836 / 01560	WARRANTY DEED	VITA NOVA OF VILLAGE LLC
MAR-2006	\$10	20148 / 00993	QUIT CLAIM	EDDIES PROPERTY INVESTMENTS INC
FEB-2005	\$0	18132 / 01837	TAX DEED	SOOKHOO ADESH R
JUN-1996	\$100	09326 / 01962	QUIT CLAIM	PETTI RAY R
JAN-1990	\$21,600	06330 / 01005	WARRANTY DEED	
JAN-1977	\$100	02691 / 01764		
JAN-1974	\$100	02339 / 01005	QUIT CLAIM	

**Exemption Information**

Applicant/Owner	Year	Detail
	2023	

**Property Information**

Number of Units	0
*Total Square Feet	0
Acres	0.1320
Use Code	0000 - VACANT
Zoning	MF20 - Multifamily Medium Density ( 74-WEST PALM BEACH )

**Appraisals**

	2022	2021	2020
Tax Year			
Improvement Value	\$0	\$0	\$0
Land Value	\$91,344	\$48,000	\$38,000
Total Market Value	\$91,344	\$48,000	\$38,000

*All values are as of January 1st each year*

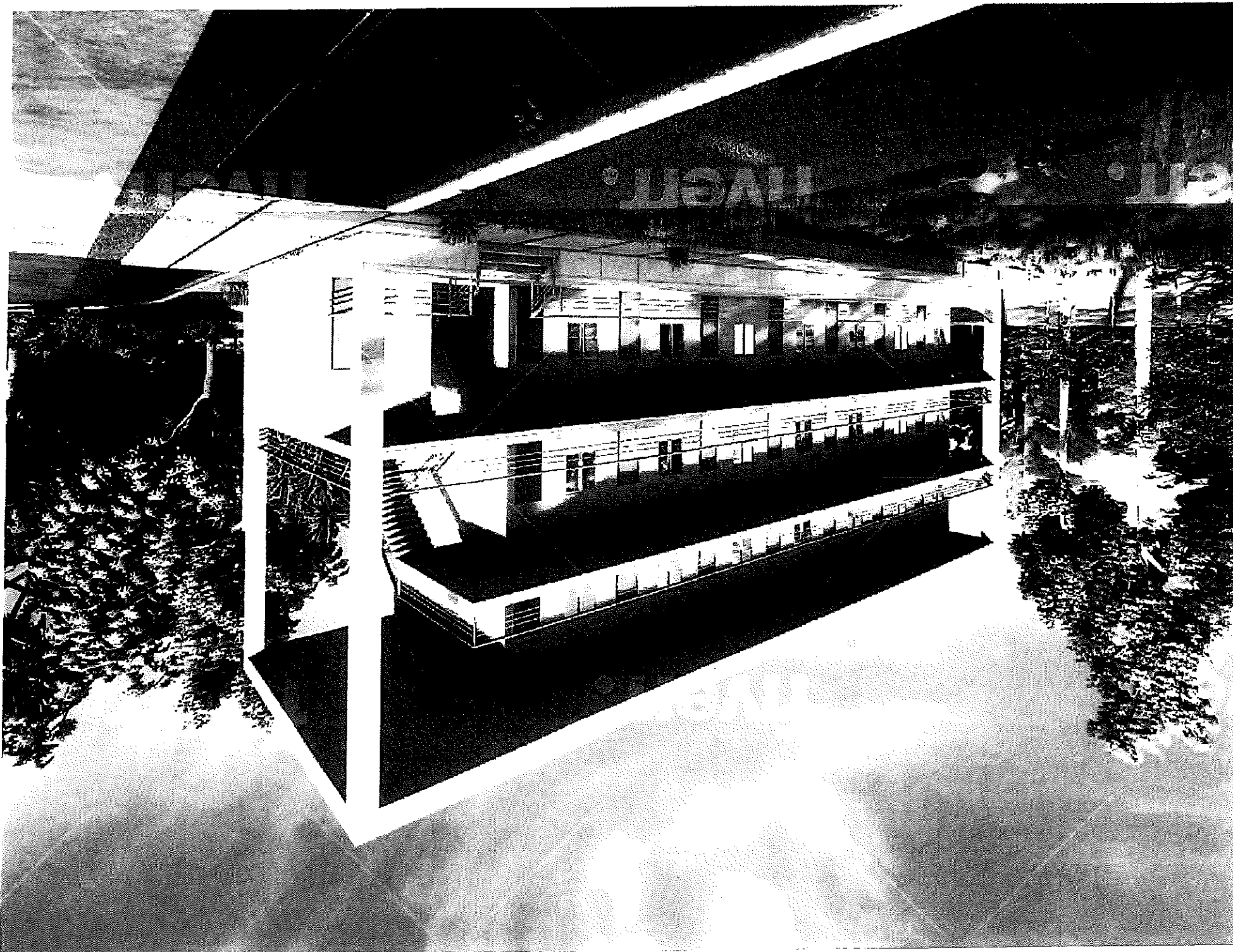
**Assessed and Taxable Values**

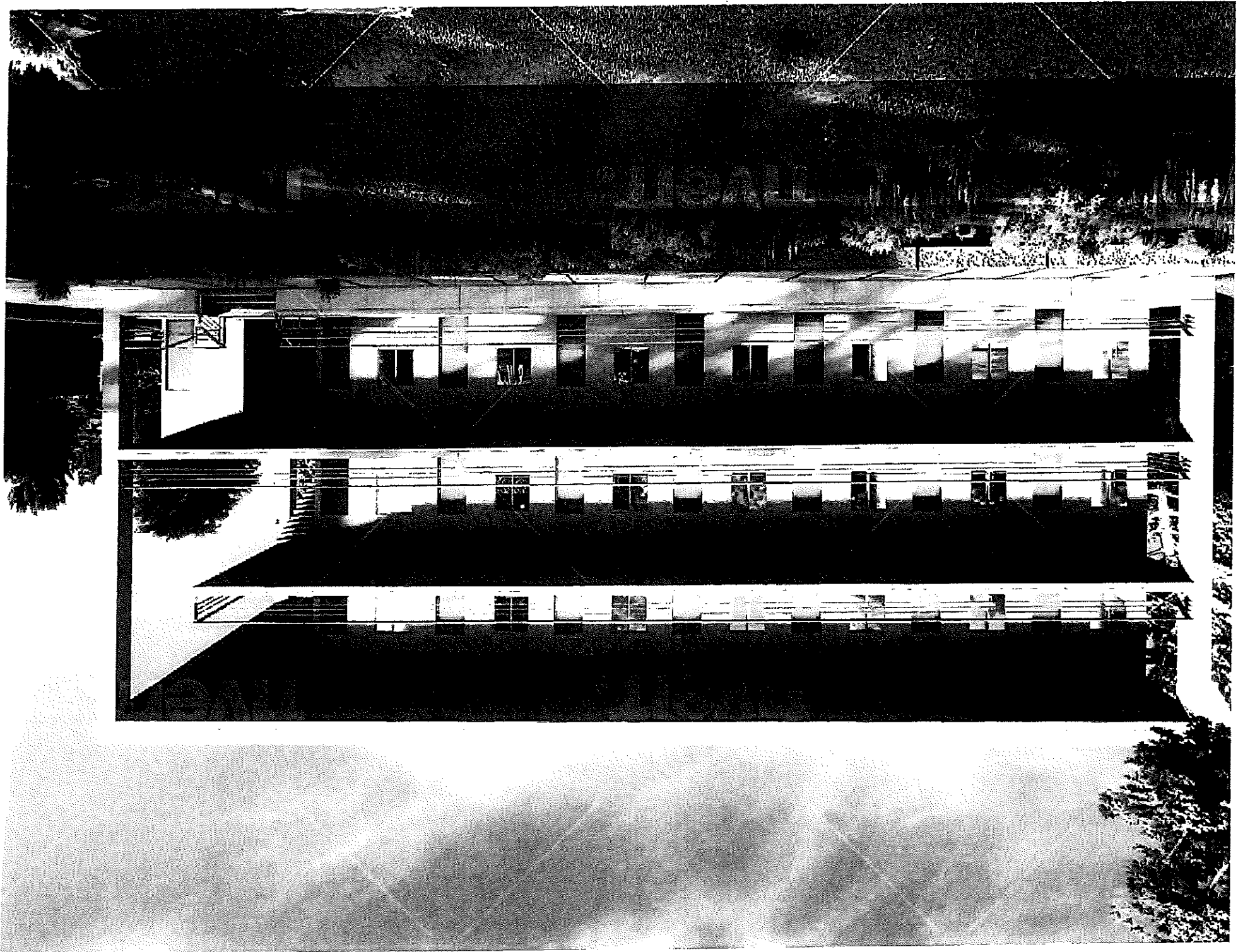
	2022	2021	2020
Tax Year			
Assessed Value	\$34,012	\$30,920	\$28,109
Exemption Amount	\$34,012	\$30,920	\$28,109
Taxable Value	\$0	\$0	\$0

**Taxes**

	2022	2021	2020
Tax Year			
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0











Alpha St

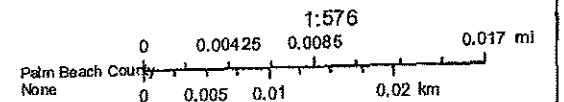
Alpha St



Created by: Palm Beach County

March 31, 2023

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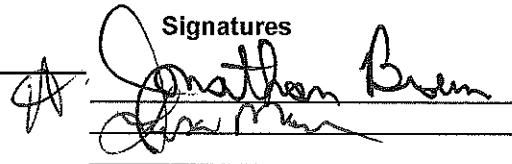
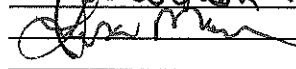
**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER**

FUND 1164 - ARPA Response Replacement Fund

Use this form to provide budget for items not anticipated in the budget.

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 04/25/2023	REMAINING BALANCE
<b>EXPENDITURES</b>								
143-310C-4900	Disaster Expenses	0	5,327,790	0	4,150,000	1,177,790	0	1,177,790
143-310M-8201	Contributions-Non-Govts Agencies	0	0	3,000,000	0	3,000,000	0	3,000,000
143-310N-8201	Contributions-Non-Govts Agencies	0	0	600,000	0	600,000	0	600,000
143-310O-8201	Contributions-Non-Govts Agencies	0	0	550,000	0	550,000	0	550,000
<b>TOTAL EXPENDITURES</b>				<b>4,150,000</b>	<b>4,150,000</b>			

Department of Housing and Economic Development  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

<b>Signatures</b>		<b>Date</b>	
		5/8/2023	5/9/2023

By Board of County Commissioners  
 At Meeting of :  
 June 13, 2023  
 Deputy Clerk to the  
 Board of County Commissioners