

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No

Does this Item include the use of Federal funds? Yes No X

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

Budget Account No.:

Fund	Dept	Unit	Object	Program Code/Period
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact at the time of the conceptual award. Fiscal impact will be determined upon final BCC approval of the project.

C. Departmental Fiscal Review: 
Valene Alleyne, Division Director II
Finance and Administrative Services, DHED

III. REVIEW COMMENTS

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


 OFMB DA 10116 10/17/2025
 JFA 10116

Contract Development and Control

B. Legal Sufficiency:

 10/21/25
Chief Assistant County Attorney

C. Other Department Review:

Department Director

Summary: Continued from Page 1

WORKFORCE HOUSING

PROJECT NAME	TOTAL PROJECT COST	REQUESTED HBLP FUNDING AMOUNT	% of TOTAL PROJECT COST	TOTAL NUMBER OF UNITS	NUMBER OF COUNTY- ASSISTED UNITS	Affordability Period
Lake Worth Station	\$29,658,278	\$1,059,223	0.04%	91	13	50
Marina Annex (Judge Rogers Ct.)	\$73,240,959	\$15,300,000	0.21%	175	158	50

Upon conceptual approval, the projects will proceed to underwriting, and each developer will be required to submit a cost certification for review and approval by DHED prior to commencement of construction. Staff will subsequently present comprehensive terms and conditions to the BCC for final approval. Loan agreements and all related documents associated with these Bond funds will be executed between the County and the respective development entity (and/or their successors and assigns). Districts 2 and 7 (HJF).

Background and Policy Issues: The DHED is responsible for administering the voter-approved Housing Bond Loan Program. Pursuant to Palm Beach County Resolution R2022-1405, Bond funds may be issued in full or in tranches, as determined by the BCC. The process is guided by the General Guidelines approved in Resolution R2022-0626, which establishes the voter-approved Bond framework and outlines the funding criteria and requirements, including project eligibility, loan terms, deed restrictions, project selection, credit underwriting, and compliance and monitoring obligations. The Housing Bond Proceeds Allocation Process was approved by the BCC on May 6, 2025 (Agenda Item # 6E-5).

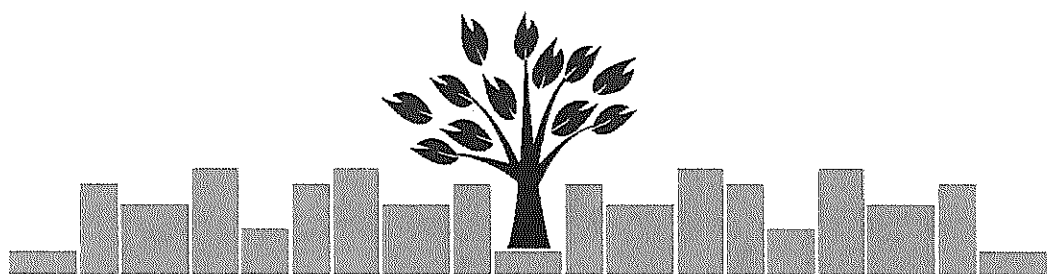
Request for Proposals

RFP HED.HBLP.2025.1



Housing Bond Loan Program (HBLP) Workforce Housing Multifamily Development

June 2025



Department of Housing & Economic Development

Table of Contents

SECTION I 1

A. Statement of Purpose 1

B. Funding Available 1

C. Defined Terms 1-3

D. Location Requirements 3

E. Eligible Projects 3-4

F. Credit Underwriting Analysis 5

G. Income Group Set Asides / Eligible Beneficiaries 5

H. Period of Affordability 5

I. Rental Rates 5-6

J. Disbursement of Funds 6-7

K. Funding Terms..... 7

L. Project Surety 7

M. Relocation 7

N. Green Building / Sustainability..... 8

O. Schedule..... 8

SECTION II 9

A. Proposal Requirements..... 9-11

B. Timetable 12

C. Addenda 13

D. Submittal Format..... 13

E. Submittal Deadline 13

F. Responsiveness Review 14-14

G. Contact Person..... 14

H. Lobbying - "Cone of Silence"..... 14

I. Postponement/Cancellation 15-15

J. Costs Incurred by Respondents 15

K. Right of Clarification 15

L. Delineation of RFP 15

<i>M. Oral Presentation(s)</i>	15
<i>N. Proprietary/Confidential Information</i>	15
<i>O. Non-Discrimination</i>	15
<i>P. Rules, Regulations, Licensing Requirements</i>	16
<i>Q. Disclaimer</i>	16
<i>R. Public Entity Crime</i>	16
<i>S. Insurance</i>	16
<i>T. Palm Beach County Office of the Inspector General</i>	16-17
SECTION III	18
<i>A. Proposal Selection and Evaluation</i>	18-19
<i>B. Award Recommendation</i>	20
<i>C. Funding Award</i>	20-21
<i>D. Agreement Negotiations</i>	21
<i>E. Right to Protest</i>	21-22
EXHIBIT A	23
EXHIBIT B	24
EXHIBIT C	25
EXHIBIT D	26-27
EXHIBIT E	28-29
EXHIBIT F	30
EXHIBIT G	31-36
EXHIBIT H	37

SECTION I

A. Statement of Purpose

Through this RFP, the Palm Beach County Board of County Commissioners ("County" "BCC") is offering funding to Developers to create additional housing units to expand the local inventory of Multifamily Rental Housing Units for Workforce Housing affordability. The funding provided by the County is intended to be used as Gap Funding and to be repaid in an effort to maintain a revolving fund that will continue to generate additional workforce and affordable housing.

B. Funding Available

Request For Proposals (RFP) HED.HBLP.2025.1 makes available County funds exclusively to provide loan financing for the new construction of Multifamily Rental Housing to be used for Workforce Housing affordability.

This RFP is contingent upon the issuance of General Obligation Housing Bonds by the Palm Beach County Board of County Commissioners. The final determination of the total amount of bonds to be issued will be determined by the Palm Beach County Board of County Commissioners.

C. Defined Terms

Affordability Requirements are defined as the requirements imposed upon County-Assisted Housing Units to serve workforce households at affordable rents as established in Section I (G) of this RFP HED.HBLP.2025.1.

Allowable Rental Rates are defined as those set forth in Exhibit B attached hereto.

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.HBLP.2025.1 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 income between 60% AMI and 110% AMI as identified herein, adjusted for household size.

Gap Funding is defined as the subsidy required to cover the difference between the total development cost of a housing project and the sum of the debt which the project will support and the equity which it will attract.

Housing Bond Allocation Process is the Palm Beach County Bond Proceeds Allocation Process as approved by the Palm Beach County Board of County Commissioners on October 3, 2023 (Agenda Item 5D-2) and on May 6, 2025 (Agenda Item 6E-5).

Loan Term Sheet is defined as a written list of specific terms for the funding agreement, to be signed by both the Developer and the Director of Housing and Economic Development (DHED) and submitted with the awarded project upon receipt of a favorable credit underwriting recommendation to the Palm Beach County Board of County Commissioners for final approval.

Local Government Agency is defined as a public organization that operates at a local level (such as a city, county, municipality or township) to provide services for a specific geographic area. Examples of these agencies are Community Redevelopment Agency, Public Housing Authority, Local School District etc.

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.

Non-Profit Developer is defined as an entity that:

- Has been legally registered as a non-profit organization for a minimum of twelve (12) consecutive months prior to submittal
- Has submitted at least one (1) federal form 990 filing
- Is currently listed as an active non-profit organization .Current status of Non-Profit entities will be verified by Palm Beach County using the [Tax Exempt Organization Search Tool](http://apps/irs.gov/app/eos/) at: <http://apps/irs.gov/app/eos/>

Period of Affordability is defined as the time period for which County-Assisted Housing Units shall bear Affordability Requirements as established in Section I (G) of RFP HED.HBLP.2025.1

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

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

Shovel Ready is defined as a project where the proposer has site control and the property has the correct and approved development requirements for the project including zoning designation, platting, site plan approval for the housing units it proposes to create.

Workforce Housing – is defined as housing that is affordable to households whose income is between 60% AMI and 110% AMI. The term Workforce Housing does **NOT** mean the Workforce Housing Program as administered by the County’s Planning and Zoning and Building Department.

Workforce Housing Program – means the Program established by Palm Beach County and defined in the Palm Beach County Municipal Code Section 22.102 to encourage the development of workforce housing units as administered by the Palm Beach County Planning, Zoning, and Building Department.

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 a municipality, the municipality must provide funding or another form of assistance (i.e. expedited permitting, land donation, fee waiver, etc.) to the HBLP project developed within its jurisdiction. Developers must ensure the project meets municipal requirements associated with the proposed expedited permitting or other forms of assistance. The Respondent is solely responsible for obtaining the documentation of the municipal commitment.

E. Eligible Projects

Projects may only be submitted in response to one RFP; submissions to more than one RFP are not permitted.

Proposed projects must meet the following requirements to be considered eligible:

- Workforce Housing units will consist of the acquisition, construction and equipping of the following:
 - Multifamily Workforce Housing Rental Units: a rental housing type characterized by multiple attached housing units within a single structure or multiple structures under singular ownership, where individual housing units are rented to tenants through leasehold agreements. Projects can be mixed income and mixed-use; however, bond financing will only be available for the eligible housing units that meet the County requirements.
- 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 Workforce Housing inventory.
- All the County-Assisted Housing Units shall serve households with incomes between sixty

- percent (60%) to one hundred ten percent (110%) of AMI.
- Income targeting for County-Assisted Housing Units must adhere to the following thresholds:
 - No less than 25% of the County-Assisted Housing Units shall serve households with incomes at or below 80% AMI.
 - County funds will be provided on a per-unit basis, and the total of all County funding shall not account for more than fifty percent (50%) of the total unit cost as allocated to the County-Assisted funding units.
 - Projects that do not have any other local government obligation to create Workforce Housing units must have the greater of 10 units or 10% of the total development units be considered County-Assisted Housing Units.
 - Projects that have other local government obligation(s) to create Workforce Housing units will not have a minimum number of County-Assisted Units, but any County-Assisted Housing Units must be in addition to any other local government obligations.
 - The Housing Bond Loan Program cannot be used for housing units that serve to meet a Palm Beach County Workforce Housing Program (WHP) obligation, including the use of the Exchange Option or a municipal obligation resulting from a development approval process. However, Housing Bond Loan Program funds may assist other housing units within a project that are additional to those units serving the WHP obligation / Exchange Option or municipal obligation.
 - Projects involving the acquisition, rehabilitation, or refinancing of existing housing units are not eligible for funding. Single-family housing, transitional housing, emergency shelters, group homes are not eligible for funding through this RFP.
 - Principal owners involved in housing projects must be compliant with housing agreements issued by the Federal Government, State of Florida, as well as counties and municipalities within the State, unless otherwise approved by the County.
 - HBLP funding will be capped based on a percentage of the total project cost. The amount of the cap will be based on the following:
 - 25% of total development cost
 - No less than 90% of project units shall be Workforce Housing Units
 - The project does not have 9% tax credit funding and/or SAIL funding
 - 20% of total development cost
 - No less than 65% of project units shall be Workforce Housing Units
 - The project does not have 9% tax credit funding and/or SAIL funding
 - 15 % of total development cost
 - The project has 9% tax credit funding and/or SAIL funding with 4% tax credit funding.

The above are 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.

Other eligibility requirements through the Housing Bond Loan Program are listed in the approved program criteria. All eligible projects must be consistent with the approved Housing Bond Allocation Process criteria. For more information on the criteria, refer to the following link:

[Palm Beach County Bond Proceeds Allocation Process](#)

F. Credit Underwriting Analysis

Proposals selected for funding will be initially presented to the Board of County Commissioners for conceptual approval. Conceptually approved proposals will be required to undergo a credit underwriting analysis performed by the County's selected credit underwriting provider. In instances where non-County funding for projects require credit underwriting, unified credit underwriting will be considered on a case-by-case basis. All costs associated with the credit underwriting process will be the responsibility of the Developer and must be paid along with the submittal of the proposal to the Credit Underwriter. Costs for the credit underwriting report are estimated to be approximately \$15,500; all fees are due within 30 days of Conceptual Approval by the BCC.

The credit underwriting analysis consists of the following two reports:

- a) The Preliminary Review Letter (PRL) will be used to identify any outstanding issues and to assist in defining the comprehensive loan term sheet, as well as provide information to the BCC for final approval of the project. Projects will be submitted to the BCC within 60 days of receiving the PRL.
- b) The Credit Underwriting Report (CUR) will be used as a final report to confirm all costs, financing, and other project details prior to closing.

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 are for households among the various income tiers between 60% AMI and 110% AMI identified at Exhibit A. 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.

H. Period of Affordability

All County-Assisted Housing Units shall bear the Affordability Requirements of RFP HED.HBLP.2025.1 for no less than fifty (50) years (the Period of Affordability). 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. 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.

Maximum rent limits for County-Assisted units serving households with incomes of sixty percent

(60%) to one hundred ten percent (110%) AMI cannot exceed the rent amounts set forth in Exhibit B.

The rental rates for all County-Assisted units shall only be increased upon lease renewal.

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. Disbursement of Funds

The County will disburse the loan funds on either a reimbursement of eligible costs basis or a specified draw schedule based on a percentage of project completion. The Respondent shall include in the proposal the preferred method of disbursement. If no preferred method is indicated in the submittal, the method of payment will be cost reimbursement. Awarded funds will be only disbursed for costs associated with County-Assisted housing units. The disbursement process is described as follows:

- **Draw process** – In the event funds are disbursed on a draw basis, the disbursements will be based on completion of defined performance benchmarks as provided by the developer in the specified draw schedule. All benchmarks should be based on demolition, site improvements, and construction. Benchmarks will not include site acquisition, relocation of displaced persons, off-site improvements, payment of delinquent taxes and other fees or other costs related to other project financing. In the event, the project's senior loan is based on a draw schedule, the County may accept the senior lender's inspection reports as supplied at no cost to the County. Alternatively, certification of completion by the Developers engineer of record or architect of specific benchmarks will be required. Approval of the completion of benchmarks will be at the County's sole and absolute discretion. There shall be no advances of County funds, unless otherwise approved by the Board of County Commissioners.
- **Reimbursement Process** - In the event funds are disbursed on a reimbursement basis, the eligible uses of the County funds are limited to 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. Funds will be disbursed after an eligible cost has been incurred and the associated work completed / product delivered, and the Developer has made payment in full to the contractor/vendor. There shall be no advances of County funds, unless otherwise approved by the Board of County Commissioners. 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 loan funds. The disbursement of loan funds will be at the County's sole discretion and the specific

disbursement process will be identified on the Loan Term Sheet to be submitted to the Palm Beach County Board of County Commissioners for the final approval.

K. 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. Loans may be fully amortizing or may be interest only during the first 10-years of the loan. The term of the loan will be 20 years, have an interest rate between 2% - 3%. There will be no forgiveness of loan principal. The County will structure the loan offer based on project underwriting and assessment of debt capacity, seeking a reasonable return while ensuring long-term project viability. A required minimum debt service coverage ratio on the senior debt will be no less than 1.15. For a project where the non-County-assisted housing units qualify as affordable housing, the payment of loan debt service may be contingent upon available cash flow, if required by the senior lender. The Developer shall pay an annual monitoring fee during each year of the term of the loan. This fee is estimated at \$4,500 annually and is subject to annual adjustments. **Except for State or Federal funds, seniority of Housing Bond financing will be determined by the amounts of the project financing, unless otherwise approved by the BCC.**

Loan payments for multifamily rental projects may be deferred until the primary loan conversion or thirty (30) months from closing, whichever occurs first.

L. Project Surety

Projects funded with the Housing Bond Loan Program will require a Payment and Performance Bond or Letter of Credit, as determined by the County. All multifamily rental developments may be required to provide a completion and underwriting deficit guarantee.

M. 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. The relocation plan must be submitted as part of the proposal.

N. 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

O. Schedule

June 25, 2025	RFP Launch
July 7, 2025	Mandatory Pre-Submittal Workshop
August 11, 2025	Proposal Due Date
August 22, 2025	Tentative Responsive Committee Review Completed
September 5, 2025	Tentative Selection Committee Meeting
October 21, 2025	Recommendation submitted to BCC for Conceptual Approval
October 28, 2025	Tentative Submittal for Credit Underwriting Analysis

*ALL UNDERWRITING FEES ARE DUE WITHIN 30 DAYS OF CONCEPTUAL APPROVAL

January 2026	Tentative receipt of Preliminary Review Letter (PRL)
March/April 2026	60 Days after receipt of PRL Tentative Submission to BCC for final approval
2026 TBD	Deadline for BCC Approval or RFP’s will be cancelled or denied

* In the event a project has not started construction within one year following **final approval** by the Palm Beach County Board of County Commissioners, the County may rescind the award and reclaim awarded funds.

SECTION II

A. Proposal Requirements

A completed registration form for RFP HED.HBLP.2025.1 shall be submitted to HED in order to be eligible to submit a proposal. The registration form is located at <https://discover.pbcgov.org/HED/Pages/Current-Funding-Opportunities.aspx> 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, square footage, bedroom and bathroom count, income tier and proposed rents; numbers of County-Assisted Housing Units by unit size, location of proposed County-Assisted Housing Units within the project, 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.N. **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. If the project was funded in whole or in part by the Federal Government, State Government or local government, a letter from the appropriate government agency must be provided to confirm the project was completed satisfactory or if the project is still in process, that the work to date has been completed satisfactory to the governmental agency. In addition, the proposal shall include individual résumés that identify each of the proposed team members' experience in similar roles. Principal owners involved in housing projects must document compliance with housing agreements issued by the Federal Government, State of Florida, as well as

counties and municipalities within the State. **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, an official document evidencing formal action or approval by the governing body or authorized official of a local government agency. If a lease is being provided, the length of the lease would have to, at a minimum, match the longest affordability period required by all funding source(s). **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 identify all proposed or anticipated sources of all funding. 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. The Respondent shall include in the proposal the preferred method of disbursement as discussed in Section I (J). In the event a preferred method is not identified as part of the submitted proposal, the disbursement of funds will be done on a reimbursement basis. **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 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 from the County's Planning, Zoning and Building (PZB) Department, confirming the amount and eligibility of the WHP exchange funds for the project. If the development is within the boundary of a municipality, the municipal financial contribution should be identified and documented with a letter from the appropriate City Official. 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. **Submit as Attachment 9.**
10. Identify and submit evidence of development status and all required permitting and approvals, including verification of zoning, construction plans and percentage of completion, letters of utility availability, and evidence of submission for site plan approval. Projects must be shovel ready in order to be eligible for assistance through this RFP. **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 funding or another form of assistance (i.e. expedited permitting, land donation, fee waiver, etc.) for the proposed project, if any. **Submit as Attachment 11.**
12. Indicate if the project is anticipated to cause any residential displacement, and if so, 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 C. **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 D, 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 E, 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 list of all claims, arbitrations, administrative hearings, lawsuits or criminal proceedings brought by or against Respondent, its principals, partners, managers, members, or parent entities during the last ten (10) years. The list should include the name of the project over which the dispute arose, a description of the amount in dispute, the subject matter of the dispute, and current status. Do not list workers comp claims or employment claims. For the avoidance of confusion, if the Respondent is a single purpose entity, the Proposer should provide all information for any principals, partners, managers, members, parent entities, or other entity/individuals that hold an ownership interest in the Respondent. For ownership structures with a majority ownership member that is in an equity position as a result of a tax credit investment, only the managing member would be subject to this requirement, and the majority ownership member would not be subject to the requirements of this section. 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 F 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>
RFP Launch	Wednesday, June 25, 2025
Mandatory Pre-Submittal Workshop	Monday, July 7, 2025 Conducted Remotely via: Webex software platform Meeting ID: 23187639348 Passcode: VinzxEST664
Submittal Deadline	Monday, August 11, 2025 at 5:00pm 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.
Responsive Committee Review	Friday, August 22, 2025 (TENTATIVE)
Selection Committee Meeting Location	Friday, September 5, 2025 (TENTATIVE) PBC Airport Center 100 Australian Avenue 4 th Floor Room 4-790 West Palm Beach, FL 33406.
BCC “Conditional” Consideration Location	Tuesday, October 21, 2025 (TENTATIVE) Commission Chambers, 6 th Floor PBC Robert Weisman Governmental Center 301 North Olive Avenue West Palm Beach, FL 33401. BCC meetings begin at 9:30 am.

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 and in the format requested by this RFP (Section II.A—Submittal Requirements) may, at the County's sole discretion, result in a proposal being deemed non-responsive. Non-responsive proposals will receive no consideration for funding.

The Respondent must submit:

This Request for Proposal (RFP) will be conducted electronically. All proposals and supporting documentation must be submitted through the designated online portal. Submissions sent by email, mail, or in-person delivery will not be accepted.

To submit your proposal, please use the following link: <https://pbc.gov/nofo>

For detailed instructions on how to use the portal, please refer to the following link:

[NOFO New Agency Application Manual.pdf](#)

It is the responsibility of the proposer to ensure that all materials are successfully completed, uploaded and submitted by the deadline.

E. Submittal Deadline

Completed proposal submittal must be received electronically by HED no later than 5:00p.m. Monday August 11, 2025. All documents requiring signatures must be signed by an authorized representative of the proposing entity. Proposals that include unsigned documents may be considered non-responsive.

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 other documents governing the funding, for instance the Housing Bond Allocation Process Criteria and applicable State, Local, and Federal requirements and that contains all information and documentation required by Section II.A—Proposal Requirements. Determination of responsiveness is at the sole discretion of DHED. 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 caused 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

Shenelle Archibald, Housing Development Lending Manager
Contract Development and Quality Control
Department of Housing and Economic Development
100 Australian Avenue, 5th Floor, West Palm Beach, FL 33406
Phone: (561) 233-3644
Email: HEDHBLP@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 G, 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 preparation and submittal of the 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. All costs associated with the underwriting analysis and annual monitoring fee of awarded projects will 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 – Leveraging

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

- 20 Points: Less than \$50,000 per unit
- 15 Points: \$50,001-75,000 per unit
- 10 Points: \$75,001-100,000 per unit
- 5 Points: \$100,000-125,000 per unit
- 0 Points: \$125,000 or more per unit

15 Points - Qualifications and Experience

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

15 Points – Percentage of Workforce Housing Units

The purpose of this RFP is to expand the local inventory of Multifamily Rental Housing Units for Workforce Housing affordability. Additional points for creation of Workforce Housing Units as a percentage of the total project units will be assigned as follows:

- 15 Points – Greater than 75% of total project units are County-Assisted Housing Units
- 10 Points – 50% - 75% of total project units are County-Assisted Housing Units
- 5 Points – Less than 50% of total project units are County-Assisted Housing Units

15 Points - Rental Affordability

Rents in County-Assisted Housing Units shall not exceed rent limits set forth in Exhibit B. Limits will change annually with FHFC publication of new Multifamily Rental Programs rent limits. Those projects that provide greater rental affordability will receive additional points as follow:

- 15 pts – Less than 75% of allowable rental rate
- 10 pts –75% - 85% of allowable rental rate
- 5 pts – 86% - 95% of allowable rental rate
- 0 pts – Greater than 95% of allowable rental rate

10 Points - Readiness to Proceed

The project schedule and time frames should be realistic and achievable. The project should demonstrate readiness to proceed in an expeditious manner following the award of County funds. There should be no apparent obstacles that will jeopardize the project schedule. The Project must commence construction within twelve (12) months following BCC final approval.

10 Points - Quality of Proposed Project

Assessment of project development plan, design features, unit finishes, site amenities, location of workforce units within the project, 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 (including review of debt service coverage ratios) 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 (N). 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. The Selection Committee can elect to recommend to award any, all, or none of the proposals based on the 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.

- Proposal with higher score for Readiness to Proceed scoring criterion**
- Proposal with higher score for Qualifications and Experience scoring criterion**
- 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 (DHED) will present funding recommendations to the Palm Beach County Board of County Commissioners (BCC) at a publicly noticed meeting. The funding process will follow the sequence outlined below:

1. Responsiveness Review and Evaluation

DHED will conduct an initial responsiveness review and evaluation of all submitted proposals.

2. Selection Committee Review

A Selection Committee, comprised of County staff, will review eligible applications and recommend projects for conceptual approval by the BCC.

3. BCC Conceptual Approval and Underwriting Assignment

Upon conceptual approval by the BCC, selected projects will be assigned to underwriting, if applicable.

4. Underwriting Payment Requirement

The Developer will have 30 calendar days from the date of BCC conceptual approval to submit payment to the designated underwriter.

a) Failure to provide payment within the 30-day timeframe may result in the County, at its sole discretion, terminating the conceptual approval.

5. Preliminary Review Letter (PRL) and Shovel Readiness

Upon receipt of a satisfactory Preliminary Review Letter (PRL) from the underwriter, the Developer will have 60 days to:

- Provide verifiable evidence of shovel readiness, and
- Execute a loan term sheet.

a) **Shovel Readiness**, as defined in the RFP, includes but is not limited to:

- Verification of site plan approval
- Verification of correct zoning
- Confirmation of site control
- Platting, where applicable

6. Final BCC Approval

Projects that have received a satisfactory PLR, secured firm funding commitments from all non-County sources, obtained firm construction pricing from the selected contractor, executed a Loan Term Sheet, and demonstrated shovel readiness will be presented to the BCC for final funding approval.

7. Closing HBLP Loan

The HBLP loan will close no earlier than all other sources of development funding and is contingent on a copy of the construction contract to be executed after closing.

8. Disbursement of HBLP Funds

Initial disbursement of funds from the HBLP loan is contingent on the jurisdiction of authority approving a development order and construction plans and issuing a primary building permit.

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, and a favorable credit underwriting recommendation, 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. Upon successful negotiation of terms, the County will formalize the terms of the agreement in the Loan Term Sheet to be signed by the Developer and the Director of DHED and submit the project together with the Loan Term Sheet to the Palm Beach County Board of County Commissioners for final approval.

E. Right to Protest

Any protest to a RFP must be submitted in writing via hand delivery, mail or email within five (5) 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 if the RFP is awarded to the next highest ranked proposer, new notice and protest provision defined in the RFP shall apply.
3. Cancel the RFP.

The ruling of the Department Director or designee shall be final, unless it is appealed to a Special Master. If the protest is denied, the protestor may submit a written request of appeal, along with a \$3,000 non-refundable fee for costs associated with the engaging of a Special Master, to the designated RFP contact within five (5) business days of the issuance of the written decision. If no appeal is submitted within the allotted time, the Department can 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 in accordance with Section 2-55(c)(4) of the Palm Beach County Code. Any costs associated with the engaging of a special master in excess of \$3,000, shall be the sole responsibility of the protestor. The ruling of the Special Master shall be final and no additional protests will be permitted.

EXHIBIT A

2025 INCOME LIMITS CHART

2025 Income Limits for Palm Beach County (West Palm Beach – Boca Raton, FL HMFA)
Based on Florida Housing Finance Corporation Income Limits

Percentage Category	Income Limit by Number of Persons in Household									
	1	2	3	4	5	6	7	8	9	10
60%	\$49,140	\$56,160	\$63,120	\$70,140	\$75,780	\$81,420	\$87,000	\$92,640	\$98,196	\$103,807
70%	\$57,330	\$65,520	\$73,640	\$81,830	\$88,410	\$94,990	\$101,500	\$108,080	\$114,562	\$121,108
80%	\$65,520	\$74,880	\$84,160	\$93,520	\$101,040	\$108,560	\$116,000	\$123,520	\$130,928	\$138,410
90%	\$73,710	\$84,240	\$94,680	\$105,210	\$113,670	\$122,130	\$130,500	\$138,960	\$147,294	\$155,711
100%	\$81,900	\$93,600	\$105,200	\$116,900	\$126,300	\$135,700	\$145,00	\$154,400	\$163,660	\$173,012
110%	\$90,090	\$102,960	\$115,720	\$128,590	\$138,930	\$149,270	\$159,500	\$169,840	\$180,026	\$190,313

PBC 2025 Median Income: \$111,800

EXHIBIT B

2025 PALM BEACH COUNTY HBLP MULTIFAMILY RENT LIMITS*

Percentage Category	Rent Limit by Number of Bedrooms in Unit					
	0	1	2	3	4	5
80%	\$1,474	\$1,580	\$1,894	\$2,189	\$2,443	\$2,695
90%	\$1,658	\$1,777	\$2,130	\$2,462	\$2,748	\$3,031
100%	\$1,842	\$1,974	\$2,367	\$2,736	\$3,053	\$3,368
110%	\$2,027	\$2,172	\$2,604	\$3,010	\$3,359	\$3,704

*Board of County Commissioners policy established HBLP rent limits for <80% AMI at the applicable Florida Housing Finance Corporation (FHFC) Multifamily Rental Programs rent limit, and the HBLP rent limits for 80 – 110% AMI at 90% of the applicable FHFC rent limit.

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.HBLP.2025.1, 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: _____, 2025

RESPONDENT By: _____
Signature

Its: _____
SEAL Print Signatory's Name

The foregoing Respondent Certification Form was acknowledged before me this _____ day of
_____, 2025 _____ 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 _____, 2025, 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.

NAME	ADDRESS	PERCENTAGE OF INTEREST

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 _____, 2025, 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 RELATIONSHIPS WITH COUNTY

Affiant shall list 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.

NAME	ADDRESS	RELATIONSHIP

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



Workforce Housing Multifamily Development
RFP HED.HBLP.2025.1

APPLICATION COVER SHEET

Name of Project: _____

Project Developer/Applicant: _____

Project Type: _____

Project Location: _____

Total Project Cost: _____

Amount Requested from RFP HED.HBLP.2025.1 _____

Total Number of Units: _____

Proposed Number of County-Assisted Units: _____

Green Building and Sustainability: _____

Contact Person/Title: _____

Contact Phone Number: (____) _____

Contact E-Mail Address: _____

ALL REQUESTED INFORMATION MUST BE COMPLETED





Addendum No. 1 to RFP HED.HBLP.2025.1

**Request for Proposals (RFP)
Workforce Housing Multifamily Development**

Date Addendum No. 1 Issued:

July 17, 2025

RFP Contact:

Shenelle Archibald
Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
Phone: 561-233-3644
E-mail: HEDHBLP@pbc.gov

PURPOSE OF THIS ADDENDUM:

The purpose of this Addendum is to:

1. Revise the RFP to modify the proposal requirement in Section I(E) to provide clarification of eligible units for funding.

GENERAL INSTRUCTIONS:

- This Addendum No. 1 constitutes an integral part of the RFP and shall be read in conjunction with the RFP.
- Where inconsistent with the original RFP, this Addendum shall govern.
- It is the responsibility of all respondents to the RFP to conform to this Addendum.
- Unless specifically changed herein, all other requirements, terms and conditions of the RFP remain unchanged and can only be modified if in writing.
- Respondents shall acknowledge receipt of this Addendum on the form included with this Addendum as Exhibit A. Respondents shall include Exhibit A in their submittal in response to the RFP as **Attachment 18**.

REVISIONS TO THE RFP

A. Respondents are directed to Section II-A, number 4 shall be modified as follows:

- 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 for projects under development. If the project was funded in whole or in part by the Federal Government, State Government or local government, a letter from the appropriate government agency must be provided to confirm the project was completed satisfactory or if the project is still in process, that the work to date has been completed satisfactory to the governmental agency. In addition, the proposal shall include individual resumes that identify each of the proposed team members' experience in similar roles. ~~Principal owners involved in housing projects must document compliance with housing agreements issued by the Federal Government, State of Florida, as well as counties and municipalities within the State.~~ **Submit as Attachment 4.**

B. Respondents are directed to Section III A- Scoring Criteria and Evaluation; 1st Criteria shall be modified as follows:

20 Points – Leveraging

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

20 Points:	Less than <u>or equal to</u> \$50,000 per unit
15 Points:	\$50,001-75,000 per unit
10 Points:	\$75,001-100,000 per unit
5 Points:	\$100,000-125,000 per unit
0 Points:	\$125,000 or more per unit

EXHIBIT A

to

Addendum No. 1

to

RFP HED.HBLP.2025.1

ADDENDUM ACKNOWLEDGEMENT FORM
to
Addendum No. 1
to
RFP HED.HBLP.2025.1

By signing this Form, Respondent acknowledges receipt of this Addendum No. 1 to RFP HED.HBLP.2025.1.

Respondents shall include this Acknowledgement Form as Attachment 18 to their proposal.

This Addendum consists of four (4) pages.

Respondent: _____

By Name & Title: _____

Signed: _____ **Date:** _____

Palm Beach County 2025 Multifamily Income Limits

Income Category	2025 Income Limit by Number of Persons in Household							
	1	2	3	4	5	6	7	8
30%	\$ 24,570	\$ 28,080	\$ 31,560	\$ 35,070	\$ 37,890	\$ 40,710	\$ 43,500	\$ 46,320
50%	\$ 40,950	\$ 46,800	\$ 52,600	\$ 58,450	\$ 63,450	\$ 67,850	\$ 72,500	\$ 77,200
60%	\$ 49,140	\$ 56,160	\$ 63,120	\$ 70,140	\$ 75,780	\$ 81,420	\$ 87,000	\$ 92,640
70%	\$ 57,330	\$ 65,520	\$ 73,640	\$ 81,830	\$ 88,410	\$ 94,990	\$ 101,500	\$ 108,080
80%	\$ 65,520	\$ 74,880	\$ 84,160	\$ 93,520	\$ 101,040	\$ 108,560	\$ 116,000	\$ 123,520
90%	\$ 73,710	\$ 84,240	\$ 94,680	\$ 105,210	\$ 113,670	\$ 122,130	\$ 130,500	\$ 138,960
100%	\$ 81,900	\$ 93,600	\$ 105,200	\$ 116,900	\$ 126,300	\$ 135,700	\$ 145,000	\$ 154,400
110%	\$ 90,090	\$ 102,960	\$ 115,720	\$ 128,590	\$ 138,930	\$ 149,270	\$ 159,500	\$ 169,840
120%	\$ 98,280	\$ 112,320	\$ 126,240	\$ 140,280	\$ 151,560	\$ 162,840	\$ 174,000	\$ 185,280
130%	\$ 106,470	\$ 121,680	\$ 136,760	\$ 151,970	\$ 164,190	\$ 176,410	\$ 188,500	\$ 200,720
140%	\$ 114,660	\$ 131,040	\$ 147,280	\$ 163,660	\$ 176,820	\$ 189,980	\$ 203,000	\$ 216,160

2025 Median Income: \$111,800

Based on Florida Housing Finance Corporation Multifamily Rental Programs.

130% AMI limits imputed by Palm Beach County based on FHFC rent limits.

Palm Beach County

Bond Proceeds Allocation Process – May 6, 2025

1. GENERAL GUIDELINES (as approved by the voters)

A) Background

On June 21, 2022, Palm Beach County Board of County Commissioners (BCC) approved the issuance of \$200 million General Obligation (GO) taxable bond, by Resolution R-2022-0626, for the purpose of financing all or a portion of the costs of increasing workforce and affordable housing in Palm Beach County and calling for a bond referendum which was approved by voters of Palm Beach County on November 8, 2022.

B) Bond Program (*Exhibit A of the Bond Referendum*)

Workforce and Affordable housing units will consist of the acquisition, construction and equipping of the following:

- **Condominiums:** a for-sale housing type characterized by multiple attached housing units within a single structure or multiple structures where housing units are individually owned and common areas are under joint ownership.
- **Multi-family Rental Units:** a rental housing type characterized by multiple attached housing units within a single structure or multiple structures under singular ownership, where individual housing units are rented to tenants through leasehold agreements.
- **Single-family homes:** a for-sale housing type characterized by one single detached housing unit per structure and property under individual ownership.
- **Townhomes:** a for-sale housing type characterized by two to four attached multi-story units per structure where housing units are individually owned and common areas are under joint ownership.

Projects can be mixed-income and mixed-use; however, bond financing will only be available for the eligible housing units that meet the County requirements.

C) Project Financing

Projects may be financed by combining public and/or private funding sources.

D) Definitions

- **Mixed-income** means projects that provide housing for households whose income range could qualify as affordable, workforce and market rate.
- **Mixed-use** means projects that have residential and non-residential components.
- **Affordable housing** means housing that is affordable to households whose income does not exceed 80% of the Area Median Income (AMI) Using the FY

2022 AMI chart, for a household of 4, the maximum income is \$73,600, subject to annual adjustment.

- **Workforce housing** means housing that is affordable to households whose income is between 60% AMI and 140% AMI. Using the workforce housing chart for 2022, the eligible household income must be between \$54,180 – \$126,420, subject to annual adjustment.

E) Bond Issuance

- 1) Required BCC authorization and voter approval of \$200 million General Obligation (GO) housing bond
- 2) Bonds can be issued all at once or in tranches
- 3) Taxable bond issuance has a 20-year term

F) Allocation Process

- 1) Request for Proposals for developers will be issued by the County and will award loans through a competitive process for countywide development projects.
- 2) Bonds will fund loans for permanent financing for multi-family rental projects and loans for construction financing for homeownership/for-sale units.
- 3) Awards subject to be reclaimed, if the project has not begun construction within one year of final BCC approval.
- 4) All awards must be approved by the BCC.

G) Compliance and Monitoring

- 1) Projects must provide annual financial reports prepared by a Certified Public Accountant.
- 2) Report of the utilization of restricted units by project must be submitted to the County, as required.
- 3) Projects subject to review by Palm Beach County Office of the Inspector General and the Palm Beach County Internal Auditor.
- 4) Compliance reviews will be conducted by the County.

2. FUNDING CRITERIA AND PROCESS

The BCC maintains the right to modify the following sections of the Bond Proceeds Allocation Process at any time.

A) PROJECT REQUIREMENTS

- 1) Housing units (rental and for-sale) constructed with bond proceeds shall be identified as "County Assisted" Housing Units.
 - a) At least 50% of the County-Assisted homeowner (for-sale) units shall serve households with incomes no greater than 120% AMI.
 - b) All County-Assisted Workforce housing multifamily rental units shall serve households with incomes no greater than 110% AMI.
 - c) The minimum number of County Bond funded units created in any multi-family rental project is based on whether a project has a municipal development order mandating the creation of affordable and/or workforce housing units. Units created as part of another local government obligation are not eligible for Bond proceeds. In order to be eligible to receive Bond proceeds, the project must meet one of the following criteria:
 - i. For projects that do not have any other local government obligation to create affordable or workforce housing units, the greater of ten (10) units or ten percent (10%) of the total project units must be created to apply for Bond proceeds.
 - ii. For projects that have other local government obligation to create affordable or workforce housing units, all Bond funded units must be in addition to those units created by the other local government obligation. There is no minimum requirement for the number of additional Bond funded units.
 - d) For projects located within a municipality, the municipality shall provide funding or another form of assistance (i.e. expedited permitting, land donation, fee waiver, etc.) to the bond-financed project developed within its jurisdiction. Developers must ensure the project meets municipal requirements associated with the proposed expedited permitting or other forms of assistance.
- 2) All multifamily rental development project Housing Bond Loan Program (HBLP) funding will be limited to a cap on the amount provided based on a percentage of the total construction cost of the project. The amount of the cap will be applied to projects based on the following criteria:
 - a) 25% of total development cost
 - i. 90% of project units must be Affordable Housing Units
 - ii. Project has no 9% tax credit funding and/or SAIL funding

- b) 20% of total development cost
 - i. 65% of project units must be Affordable Housing Units
 - ii. Project has no 9% tax credit funding and/ or SAIL funding
- c) 15% of total development cost
 - i. The project has 9% tax credit funding and/or SAIL funding with 4% tax credit funding.
 - ii. Project is a Workforce Housing project
- 3) All for-sale units constructed in whole or in part with bond financing, must be sold to individuals or families who are income certified and approved by the Department of Housing & Economic Development (DHED).
- 4) Maximum sales price and resale provisions will follow the requirements approved by the County. Principal, interest, tax and insurance payment (PITI), as well as the condominium and/or homeowners association fees cannot exceed the maximum debt-to-income ratio limits the County will establish.
- 5) Bond funds cannot be used for housing units that serve to meet a Palm Beach County Workforce Housing Program (WHP) obligation, including the use of the Exchange Option or a municipal obligation resulting from a development approval process. However, bond funds may assist other housing units within a project that are **additional** to those units serving the WHP obligation / Exchange Option or municipal obligation.
- 6) Principal owners involved in housing projects must be compliant with housing agreements issued by the State of Florida, as well as counties and municipalities within the State, or unless otherwise approved by the County.

B) Disbursements, Loan Terms and Repayments

- 1) Disbursements
Disbursements from bond proceeds / loan funds will be based on construction draw process or a cost reimbursement process. The use of a construction draw or cost reimbursement process must be approved by the County.
- 2) Project Surety
Bond funded projects will require a Payment and Performance Bond or Letter of Credit.
- 3) All Multifamily Rental developments may be required to provide a Completion and Underwriting Deficit Guarantee.
- 4) Rental Units
 - a) **Workforce Housing Project**

Projects providing workforce housing units will have a loan term up to 20

years, with interest rates ranging from 1% – 3% (the range of interest rates is subject to change), and a fully amortized loan for the full term. Each proposal submitted should have a minimum Debt Service Coverage Ratio, which will be established as part of the RFP process. Loans may be fully amortizing or may be interest only during the first 10-years of the loan. For workforce housing project in which the remaining housing units qualify as affordable housing units, the payment of loan debt service may be subject to available cash flow, if required by the senior lender.

b) Affordable Housing Projects

Projects awarded to for-profit developers providing affordable housing units will have a loan term up to 20 years with an interest rate of 1.0%. Projects awarded to non-profit developers will have a loan term up to 20 years with an interest rate of 0%. Loans may be fully amortizing or may be interest only during the first 10-years of the loan. Loans may also have an option for a longer amortization, with a final balloon payment at the end of the 20-year term. Payment of loan debt service is subject to available cash flow. Cash flow is defined as project cash flow from rental income and other income generated by the Project, less (i) all sums due or currently required to be paid under the documents executed in connection with the senior loans, including, without limitation, debt service payment on senior loans, project reserves, and (ii) operating expenses, including any deferred developer fees, as specifically defined in the loan agreement. A certification of Project income and expenses, certified by an independent Certified Public Accountant, will be provided annually to the County for use in County's sole discretion to determine net cash flow and the payments due hereunder. All unpaid principal and interest is due at loan maturity. Each proposal submitted should have a minimum Debt Service Coverage Ratio, which will be established as part of the RFP process.

- c) Loan payments for multifamily rental projects may be deferred until primary loan conversion or 30 months from closing whichever comes first.

5) For-Sale Units

- a) All for-sale projects will have a construction loan with a term up to 3 years, and an interest rate of 1.0% with repayment upon sale of the units. For-sale projects awarded to non-profit developers will have a loan term up to 3 years with an interest rate of 0%, and repayment due upon sale of the units.
- b) Maximum sale price for all for-sale units shall not exceed 80% of the average area purchase price as determined by Florida Housing Finance Corporation for Palm Beach County.

- 6) For purposes of the HBLP, a non-profit developer shall meet the following requirements/definitions:

- a) An entity as defined in Section 42(h)(5)(C), subsection 501(c)(3) or 501(c)(4) of the Internal Revenue Code (IRC); and
- b) Owns at least 51 percent of the ownership interest in the development held by the general partner or managing member entity.

C) Deed Restriction and Period of Affordability

1) Rental Units

- a) Minimum affordability period (i.e. the length of time the units will be deed restricted) will be no less than 50 years. The affordability period will commence once occupancy is documented for the final bond assisted unit. Should other project development funding sources require an affordability period longer than 30 years; the County's deed restriction for affordability will match the longest required period. Buyout, reduction or removal of affordability restrictions will not be permitted.
- b) Maximum rents / rent limits for the County-assisted multi-family units cannot exceed the approved multi-family rental rates issued by Florida Housing Finance Corporation, as adjusted by Palm Beach County for the applicable income tier and housing unit size.
- c) Maximum rent limits for workforce housing units serving households 80% – 110% AMI cannot exceed 90% of the County's published rent limit.
- d) The rental rates for all County-assisted units may only be increased upon lease renewal.

2) For-Sale Units

- a) All for-sale units developed with bond financing will have deed restrictions with a minimum affordability period of 15 year recurring, starting upon sale of the unit to the homeowner. Buyout, reduction or removal of restrictions or requirements will not be permitted.

D) Re- Sale Requirements

1) Rental Units

- a) If the project development is sold, or 50% (aggregate) or more of the ownership changes to a non-affiliated entity, the loan must be satisfied, and the deed restriction will remain in place until the end of the affordability period. This excludes non-affiliated ownership changes where the Low-Income Housing Tax Credit (LIHTC) syndicator / investor changes. If there is an assignment by a general partner or managing member of its ownership interest to another entity, which was a project partner at closing of the County Loan, the County will review and evaluate the change in ownership to see what amount of the bond loan, if any, should be repaid.

- b) The County shall be given a 60-day notice of intent to sell (by certified mail) when a project, funded in whole or in part with bond funds, is being sold, or 50% (aggregate) or more of the ownership changes to a non-affiliated entity.

2) For-Sale Units

The County shall be given a 60-day notice of intent to sell (by certified mail) when any of the Bond funded for-sale housing units are being re-sold during the period of affordability. The County shall retain the first right of refusal to purchase the home at the approved sales price or identify an eligible buyer to purchase the home at the approved price. DHED must approve the eligibility of all buyers prior to re-sale.

E) Project Selection and Loan Award

- 1) Responsiveness review and evaluation of proposals will be conducted by DHED.
- 2) A Selection Committee comprising of County staff will review applications and recommend projects to be funded by the BCC for conceptual approval.
- 3) Upon conceptual approval by the BCC the project will be assigned to underwriting, if applicable.
- 4) The Developer will have 30 days to provide payment to underwriters following BCC conceptual approval.
 - a) In the event payment is not made to the underwriters within the 30 days, the County will have the right, in its sole discretion, to terminate the conceptual approval issued by the BCC.
- 5) Upon receipt of a satisfactory Preliminary Letter Report (PLR) from the underwriter, the developer of the project will have 60 days to provide evidence of shovel readiness and sign a loan term sheet.
 - a) Shovel Readiness will be defined by the RFP and will include, but not be limited to,
 - i. Verification of site plan approval
 - ii. Verification of correct zoning, site control, platting
- 6) Upon receipt of a satisfactory PLR, a signed Loan Term Sheet, and verification of shovel readiness, all conceptually approved projects will be presented to the BCC for final approval. DHED may also assist with the underwriting of proposals.

F) Credit Underwriting and Cost Certification

- 1) Projects will undergo credit underwriting to assess (in part) the credit worthiness of the developer, right sizing of State/County/Municipal funding and the viability of the project. The underwriting report will consist of an initial PLR and a subsequent Compete Underwriting Report (CUR), provided prior to closing.

- a) The PLR will be used to identify any outstanding issues and to assist in defining the comprehensive loan term sheet, as well as provide information to the BCC for final approval of the project.
 - b) The CUR will be used as a final report to confirm all costs, financing, and other project details prior to closing.
- 2) Credit underwriting will not be required on for-sale projects consisting of no more than 50 units.
- 3) Costs associated with credit underwriting will be paid for by the developer and third party credit underwriters will be procured by the County.
- 4) In instances where non-County funding for projects require credit underwriting, unified credit underwriting will be considered on a case-by-case basis.
- 1) A Third Party cost certification must be submitted by the developer and approved by DHED on all Bond funded for-sale units, prior to the start of construction.

G) Compliance and Monitoring Reports

- 1) Annual audited financial statements will be required from developers regarding projects funded with County bond financing, with the first audit period to correspond with the first year after the project has received its certificate of occupancy (CO).
- 2) Project owners must submit a compliance report on the utilization of restricted units by project to the County on an annual basis or upon request. The County or a third-party monitor will conduct periodic monitoring of projects for compliance with all programmatic requirements, including physical inspections and property management review.
- 3) Annual monitoring fee for rental projects will be \$2,500 (or as amended).

H) Ranking / Scoring Criteria (may include, but not be limited to the following)

- 1) Rental Unit Projects
 - a) Qualifications and Experience
 - b) Readiness to Proceed / Project Schedule
 - c) Leveraging
 - d) Very-low Income Targeting (50% AMI and below units for affordable housing projects)
 - e) Quality of Proposed Project
 - f) Financial Viability
 - g) Rental Affordability
 - h) Green Building and Sustainability
 - i) Percentage of affordable/workforce housing units
- 2) For Sale Unit Projects

- a) Qualifications and Experience
- b) Readiness to Proceed / Project Schedule
- c) Financial Viability
- d) Leveraging
- e) Quality of Proposed Project

I) Tenant/Homebuyer qualification

Housing units developed with bond proceeds should ensure rental and ownership policies take into consideration extenuating / extraordinary circumstances and do not impose non-industry standard barriers to occupancy or ownership when assisting low-to-moderate income households. For example, if an individual/family lost their home or was evicted due to a loss of household income related to the COVID-19 pandemic (*or an economic condition recognized by the County*), an eviction or foreclosure on their credit report should not be the sole reason to deny them an opportunity for housing.

RFP HED.HBLP.2025.1
Workforce Housing Multifamily Rental Housing Development

Proposal Summary Overview & Scoring

Project name: Lake Worth Station
Selection Committee Recommendation: Recommended for award

Respondent/Developer: The respondent/developer is *Bridge Holding LLC*, a Florida limited liability company, (affiliate of Office America Group), located at 10135 SW 75th Place, Miami, FL 33156. Bridge Holding LLC is a joint venture between Office America Group (Developer) and T&G Constructors (General Contractor). Together, they bring over 50 years of combined experience in planning, entitling, financing, constructing, and managing multifamily and mixed-use developments across Florida.

Requested HBLP Funding Amount: \$1,059,223.
Basic Funding Terms: HBLP funds are to be repaid at an interest rate between 2% and 3% for a period not to exceed 20 years. A comprehensive Loan Term Sheet will be presented to the BOCC for final project approval based on receipt of a 3rd party underwriting report and staff review.

Project Location: The project, known as *Lake Worth Station*, is located at 1011 10th Avenue North, Lake Worth Beach, FL 33460 (PCN: 38-43-44-21-15-272-0100) and contains 1.438-acres. Commission District 2.

Project Description: The Lake Worth Station Project is a shovel-ready multifamily rental community featuring 91-units. Residential design will consist of a unit mix of one-, two- and three-bedroom apartments. Of these, 78 of the 91 units (86%) are currently income-restricted under the Palm Beach County Workforce Housing Program through the GL Homes Builder Exchange. **This HBLP request is to restrict the remaining 13 units, bringing the project to 100% Workforce Housing.** The Project is designed to serve essential workers such as teachers, healthcare staff, retail and hospitality employees, service professionals, etc., which is consistent with the HBLP Eligible Beneficiary thresholds.

Green Building and Sustainability:

- Energy-efficient LED lighting throughout, ENERGY STAR-rated appliances and Water Sense plumbing fixtures, High-efficiency HVAC systems
- Hurricane-impact windows and doors
- Green Certification: Green Globes for New Construction: Nova Group Certification Support

Extended Affordability: The proposal did not provide any commitment beyond the minimum of 50 years of affordability.

County-Assisted Units: The Respondent indicates that 13 of the 91 total units will be designated as County-Assisted Units, reserved for households earning at or below 110% AMI.

Other Local Obligation Units: 78 units are currently income-restricted under the Palm Beach County Workforce Housing Program through the GL Homes Builder Exchange.

Development Costs and Funding Sources:

Summary Sources and Uses	Permanent
Development Cost	
Acquisition	\$2,806,723
Hard Cost	\$20,135,772
Soft Costs	\$2,466,269
Financing Costs	\$3,058,040
Developer Fee	\$1,191,475
Total Development Cost	\$29,658,279*
Funding Sources	
GL Home Funds – Builder Exchange Program	\$4,323,488
Developer Equity	\$1,575,557

Construction Mortgage	\$22,500,000
Housing Bond Funds - HBLP	\$1,059,223
City of Lake Worth Beach CRA Infrastructure Grant	\$200,000
Total Sources	\$29,658,268* – small discrepancy \$11

Funding Commitment: Respondent documented availability of Project funding as follows:

- Agreement for Exchange of Workforce Housing Units, dated December 2, 2021, between GL Acquisitions Corporation, a Florida corporation (the "Developer") and Bridge Holding LLC, a Delaware limited liability company (the "Exchange Builder"), in the amount of \$1,695,200.
- Agreement for Exchange of Workforce Housing Units, dated June 14, 2023, between Boca Raton Associates X, LLLP, a Florida limited liability limited partnership (the "Developer") and Bridge Holding LLC, a Delaware limited liability company (the "Exchange Builder"), in the amount of \$2,628,288.
- Letter of financial commitment and terms from North River Partners, dated April 4, 2025, in the amount of \$22,500,000.
- Fully executed Construction Loan Agreement, dated June 25, 2025, from Bridge Holding LLC, a Delaware limited liability company (the "Borrower") and CVI Loan Sub Holdings VIII, LLC, a Delaware limited liability company (the "Lender") for the \$22,500,000.
- Public Infrastructure Grant Agreement – for New Developments, dated April 14, 2025, between Lake Worth Beach, Florida, Community Redevelopment Agency, a Florida body corporate and politic ("CRA") and Bridge Holding LLC, a Florida limited liability company, in the amount of \$200,000.

Acquisition and Site Control: The subject site is fully controlled by Bridge Holding LLC, the Respondent and proposed developer. Evidence of ownership is provided with the following:

- Warranty Deed, recorded on January 24, 2022 in Official Record Book 33244, Page 1685, in the Public Records of Palm Beach County, Florida, between the Michael Adair a/k/a Michael John Adair, individually and as the duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997 ("Grantor") and BRIDGE HOLDING LLC, a Delaware limited liability company ("Grantee").
- Warranty Deed, recorded on January 24, 2022 in Official Record Book 33244, Page 1687, in the Public Records of Palm Beach County, Florida, between the Michael Adair a/k/a Michael John Adair, individually and as the duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997 ("Grantor") and BRIDGE HOLDING LLC, a Delaware limited liability company ("Grantee").
- Declaration of Unity of Title, recorded on October 20, 2023, in Official Record Book 34622, Page 97, in the Public Records of Palm Beach County, Florida, between Riviera Beach Housing Authority, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes ("Declarant") in consideration of transfer received from the City of Riviera Beach, a Florida municipal corporation and political subdivision of the State of Florida ("City"), imposing restrictions against the property.
- Resolution No. 77-24 from City of Riviera Beach approving the binding Development Agreement with the Riviera Beach Housing Authority for the development of affordable housing on certain city-owned real property located at 251 W. 11th St., Riviera Beach, FL. NOTE: THE SURPLUS ALSO REQUIRES THE SCHOOL BOARD OF PALM BEACH COUNTY TO APPROVE THE TRANSFER OF REAL PROPERTY.

Cost allocation:

Total Construction Cost	\$29,658,278
Total Number of Units	91
Cost Per Unit	\$325,915
Number of County-Assisted Units	13
Gap Financing - County Funding Amount	\$1,059,223
County Funding Per Unit	\$81,478.69
County Percentage Per Unit of Total Project Cost	0.04%

Rental Pricing: The project's Master Declaration of Restrictive Covenants dated January 22, 2024, and recorded in ORB 34806, PG 1261, in the Public Records of Palm Beach County, Florida, lists monthly rent charged per unit as follows:

INCOME CATEGORY		1BR PROPOSED RENT	1BR FHFC RENT LIMITS	2BR PROPOSED RENT	2BR FHFC RENT LIMITS	3BR PROPOSED RENT	3BR FHFC RENT LIMITS
LOW	60-70% of MFI	\$1,035-\$1,207	\$1,316-\$1,535	\$1,242-\$1,449	\$1,578-\$1,841	\$1,435-\$1,674	\$1,824-\$2,128
	>70-80% of MFI	\$1,207-\$1,380	\$1,535-\$1,755	\$1,449-\$1,656	\$1,841-\$2,104	\$1,674-\$1,914	\$2,128-\$2,432
MODERATE 1	>80-90% of MFI	\$1,380-\$1,553	\$1,580-\$1,777	\$1,656-\$1,863	\$1,894-\$2,130	\$1,914-\$2,154	\$2,189-\$2,462
	>90-100% of MFI	\$1,553-\$1,725	\$1,777-\$1,974	\$1,863-\$2,070	\$2,130-\$2,367	\$2,154-\$2,393	\$2,462-\$2,736

Mix-Rental Unit Distribution: 5 Studio/one-bath units (507 sq. ft. each) 60 Type B - one-bedroom/one-bath units (601 sq. ft. each) 4 Type A Center - two-bedroom/one-bath units (888 sq. ft. each) 10 Type A Corner - two-bedroom/two-bath units (897 sq. ft. each) 9 Type D Center - two-bedroom/two-bath units (872 sq. ft. each) 3 Type C Corner - three-bedroom/two-bath units (1,232 sq. ft. each)	Income Tier Distribution: Affordability Breakdown (Post-HBLP Award): 28 Units: 60%–80% AMI (Low) 30 Units: 81%–100% AMI (Moderate 1) 10 Units: 101%–120% AMI (Moderate 2) 10 Units: 121%–140% AMI (Middle) 13 Units: 60%–110% AMI (proposed with HBLP Bond funds)
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RFP Scoring

Leveraging: Points are allocated based on the amount of County funding/subsidy per County-Assisted Housing Unit **(10 points)**.

Percentage of Workforce Housing Units: Additional points are awarded according to the percentage of total project units designated as Workforce Housing **(0 points)**.

Rental Affordability: Additional points awarded to projects that commit to greater rental affordability by setting rent below the maximum allowable limits **(0 points)**.

Green Building and Sustainability: Points are awarded for clear documentation that the project will be designed, built, and operated in compliance with a sustainable building rating system or a national model green code **(5 points)**.

LOCATION MAP

PCN: 38-43-44-21-15-272-0100

District 2

Project Name: LAKE WORTH STATION



Site address: 1011 10th Avenue North
Lake Worth, FL 33460

RFP HED.HBLP.2025.1
Workforce Housing Multifamily Rental Housing Development

Proposal Summary Overview & Scoring

Project name: Marina Annex (Judge Rodgers Court)
Selection Committee Recommendation: Recommended for award

Respondent/Developer: The respondent/developer is Marina Annex Housing LLC, a Florida limited liability company, located in Palm Beach County, 701 S. Olive Ave., Suite 204, West Palm Beach, FL 33401.

Requested HBLP Funding Amount: \$15,300,000.
Basic Funding Terms: HBLP funds are to be repaid at an interest rate between 2% and 3% for a period not to exceed 20 years. A comprehensive Loan Term Sheet will be presented to the BOCC for final project approval based on receipt of a 3rd party underwriting report and staff review.

Project Location: The project, known as Marina Annex (Judge Rodgers Court), is located at 251 W. 11st Street, Riviera Beach, FL 33404 (PCN: 56-43-42-33-06-030-0020) and contains 3.96 acres. Commission District 7.

Project Description: The Marina Annex (Judge Rogers Court) Project will consist of two (2) detach buildings, one (1) primary residential with 175-units and the other a club house/leasing center. Of the 175 units, 158 (90%) will be designated as County-Assisted Units, restricted to households earning up to 110% AMI. Within this set, 37 units will serve households at 80% AMI, ensuring compliance with both bond funding affordability requirements. The residential design will consist of a unit mix of one, two and three-bedroom apartments.

Green Building and Sustainability: The proposal states that each housing unit will be equipped with hurricane impact windows, hurricane impact sliding glass doors, and energy efficient appliances. All residential units and clubhouse will meet the Florida Green building standards.

Extended Affordability: The proposal did not provide any commitment beyond the minimum of 50 years of affordability.

County-Assisted Units: The Respondent indicates that 158 of the 175 total units will be designated as County-Assisted Units, reserved for households earning at or below 110% AMI. Of those 158 County-Assisted Units, 37 units will serve households at or below 80% AMI.

Other Local Obligation Units: No other local obligations were identified in the proposal.

Development Costs and Funding Sources:

Summary Sources and Uses	Permanent
Development Cost	
Acquisition	\$6,229,500
Sitework Cost	\$750,000
Pre Construction Costs	\$3,523,914
Hard Cost	\$350,000
Apartment Construction Cost	\$44,698,005
Soft Costs	\$5,723,454
Financing Costs	\$5,271,673
Soft Cost Contingency	\$1,099,513
Hard Cost Contingency	\$2,234,900
Development Fee	\$3,360,000
Total Development Cost	\$73,240,959
Funding Sources	
HUD 221D4 Construction to Perm Loan	\$54,736,800
Housing Bond Funds - HBLP	\$15,300,000
O'CONNOR Capital Partners	\$3,204,159
Total Sources	\$73,240,959

Funding Commitment: Respondent documented availability of Project funding as follows:

- Letter of support in funding from M&T Realty Capital Corporation, dated August 6, 2025, in the maximum amount of \$54,736,800.
- Email confirmation dated August 1, 2025, from the Department of HUD considering the Project to be eligible for FHA mortgage insurance under Section (221(d)(4) of the National Housing Act.
- Letter from O’CONNOR for Equity Investments (General Partner Equity), dated May 20, 2024, in the amount of \$3,900,000.

Acquisition and Site Control: The Respondent provided the following:

- Special Warranty Deed, recorded on June 27, 2024 in Official Record Book 35110, Page 1448, in the Public Records of Palm Beach County, Florida, between the City of Riviera Beach, a municipal corporation of the State of Florida (the “Seller”) and Riviera Beach Housing Authority, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statute (the “Purchaser”).
- Declaration of Restrictive Covenants, recorded on June 24, 2024, in Official Record Book 35102, Page 97, in the Public Records of Palm Beach County, Florida, between Riviera Beach Housing Authority, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes (“Declarant”) in consideration of transfer received from the City of Riviera Beach, a Florida municipal corporation and political subdivision of the State of Florida (“City”), imposing restrictions against the property.
- Resolution No. 77-24 from City of Riviera Beach approving the binding Development Agreement with the Riviera Beach Housing Authority for the development of affordable housing on certain city-owned real property located at 251 W. 11th St., Riviera Beach, FL. NOTE: THE SURPLUS ALSO REQUIRES THE SCHOOL BOARD OF PALM BEACH COUNTY TO APPROVE THE TRANSFER OF REAL PROPERTY.

Cost allocation:

Total Construction Cost	\$73,240,959
Total Number of Units	175
Cost Per Unit	\$418,519.77
Number of County-Assisted Units	158
County Funding Amount	\$15,300,000
County Funding Per Unit	\$96,835.44
County Percentage Per Unit of Total Project Cost	0.21%

Rental Pricing: The proposal lists monthly rent charged per unit as follow:

UNIT TYPE	AMI	UNITS	PROPOSED RENT	FHFC RENT LIMITS	SF
1BR/1BA	80%	9	\$1,580	\$1,580	570 sf
1BR/1BA	110%	29	\$2,172	\$2,172	570 sf
2BR/2BA	80%	17	\$1,894	\$1,894	803 sf
2BR/2BA	110%	59	\$2,604	\$2,604	803 sf
3BR/2BA	80%	11	\$2,189	\$2,189	1,002 sf
3BR/2BA	110%	33	\$3,010	\$3,010	1,002 sf

Total Units: 158

RFP Scoring

Leveraging: Points are allocated based on the amount of County funding/subsidy per County-Assisted Housing Unit **(10 points)**.

Percentage of Workforce Housing Units: Additional points are awarded according to the percentage of total project units designated as Workforce Housing **(15 points)**.

Rental Affordability: Additional points awarded to projects that commit to greater rental affordability by setting rent below the maximum allowable limits **(0 points)**.

Green Building and Sustainability: Points are awarded for clear documentation that the project will be designed, built, and operated in compliance with a sustainable building rating system or a national model green code **(5 points)**.

LOCATION MAP

PCN: 56-43-42-33-06-030-0020

District 7

Project Name: MARINA ANNEX (JUDGE RODGERS COURT)



Site address: 251 W. 11th Street
Riviera Beach, FL 33404