

PORT ST. LUCIE CITY COUNCIL  
AGENDA ITEM REQUEST

COUNCIL ITEM 13C  
DATE 6/25/12

Meeting Date: June 25, 2012

Public Hearing \_\_\_\_\_ Ordinance \_\_\_\_\_ Resolution \_\_\_\_\_ Motion X

Legal Advertisement: April 4, 2012 Broadcast Date: April 3, 2012 (144 notified & 9 planholders)

Item: REP 20120002 - Affordable Housing Homeownership and/or Rental

Recommended Action:

- 1) Approval of award and Contract Documents to The M.I.S.S. Inc. of the Treasure Coast (M.I.S.S.) to transfer one Home (333 SW Belmont Circle- NS056) for Rental to eligible household(s).
- 2) Approval to provide additional home(s) the City may deem eligible for transfer to M.I.S.S. at a later date.

Exhibits: Department memo attached [Y] yes [ ] no

Copies of the Request for Proposals (RFP), the Developer Contract, and M.I.S.S. submitted Proposal are included.

NOTE: Offers from vendor listed herein are the only offer received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Summary Explanation/Background Information: There was only one proposal for the Rental element and no proposals for the Home ownership element. M.I.S.S. will assume the role of owner/landlord, expected to select eligible households, collect rent payments, implement written lease agreements, provide supportive services and maintain subject properties inside and out. All rental payments must be used for maintenance / support of the subject property. The Property shall be leased for a period not less than one year and remain occupied by persons who meet the criteria set forth in the Declaration of Restrictive Covenants.

Director of OMB concurs with award: CL

City Manager concurs with award: MO

Department requests 0 minutes to make a presentation.

Submitted by: Patricia Selmer

Title: Community Services

Date Submitted: June 15, 2012

**RECEIVED**

JUN 18 2012

City Manager's Office

# Memo

To: Gregory J. Oravec, City Manager

From: Patricia J. Selmer, Acting Director of Community Services

Date: June 12, 2012

Re: RFP for Affordable Housing Rental

---

Community Services solicited proposals for nonprofits to provide Affordable Housing Homeownership and/or Rental in order to transfer NSP properties that have been rehabilitated but have not been sold during the last year. The nonprofit would be tasked with either selling or renting the property to low income households and providing supportive services to those households. Income from the rental and/or sale may be used to support the subject property, take part in NSP activities, or support the nonprofits mission of providing affordable housing. This strategy was added to the NSP plan in 2011 in order to continue to utilize NSP properties to meet the City's low income housing goals.

There was only one proposal submitted from a nonprofit for the RFP's rental element, none for homeownership. The rental proposal was from The M.I.S.S. Inc. of the Treasure Coast (M.I.S.S.), a nonprofit that operates Sammy's Landing in Port St. Lucie. The eight unit complex was built with Hurricane Housing Relief (HHR) funding and provides low cost housing for women with children. One unit offers housing for low income [50% of adjusted median income (AMI) and below]; seven units are for extremely low income households (30% of AMI).

Community Services has reviewed M.I.S.S.'s proposal and has determined that the organization's experience, resources and mission appear to support the award of one house for low income rental. Additional NSP houses may be available and could be considered for transfer at a later date. OMB is currently working on another RFP that will solicit proposals from nonprofits that intend to sell to low income households.

I would like to request that the Contract with M.I.S.S. be presented for approval at the next regular City Council meeting. I will be available for any questions.

**DEVELOPER CONTRACT BETWEEN  
CITY OF PORT ST LUCIE, FLORIDA AND  
THE M.I.S.S. INC. OF THE TREASURE COAST  
REGARDING  
AFFORDABLE HOUSING RENTAL  
FOR  
THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

**THIS CONTRACT** (the "Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by the City of Port St. Lucie, Florida, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984, (hereinafter referred to as the "City") and The M.I.S.S. Inc. of the Treasure Coast, a Non-Profit Organization, whose post office address is 4434 SE Cleckley Way, Stuart, Florida 34997, (hereinafter referred to as "Developer").

**RECITALS**

**WHEREAS**, City is the recipient of Neighborhood Stabilization Program (NSP) funds from the Department of Housing and Urban Development (HUD) under the authority of sections 2301–2304 of the Housing and Economic Recovery Act (HERA) of 2008, which appropriates funding for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act), and

**WHEREAS**, the City has received a HUD executed grant contract which designated the City as a NSP recipient for the purpose of administering NSP-eligible activities within the City; and

**WHEREAS**, Developer represents that it is fully qualified as a contractor/developer and non-profit corporation; possesses the requisite skills, knowledge, qualifications and experience to provide services identified herein; and does offer to perform such services set forth in this Contract; and

**WHEREAS**, the City has a need for such services and does hereby accept Developer's proposal to support the NSP by providing housing assistance to eligible renter households who qualify as low income.

**WHEREAS**, the parties desire to enter into this contract in order to assist with the administration and implementation of the City's NSP program.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and contracts herein contained and other valuable consideration, the receipt of which is hereby acknowledged, the City and Developer do hereby agree as follows:

The above recitals are true and correct and form a material part of this Contract.

**ARTICLE I**  
**DEFINITIONS**

- A. **HUD:** The United States Department of Housing and Urban Development.
- B. **Low Income:** "Low income" means a household with income that does not exceed fifty percent (50%) of the Area Median Income as determined by HUD with adjustments made for household size.
- C. **Project(s):** Activities carried out to meet the objectives of the NSP Program, which may include but are not limited to acquisition, rehab, and resale
- D. **Proposal:** Developer's response to City's NSP RFP
- E. **NSP Targeted Areas:**  
**NSP1:** The City's NSP1 targeted areas are located in the core of the city where the population is most dense and where the data indicate the greatest need. (See NSP1 target area map in Exhibit A). Those census tracts are listed below:

<b>Targeted Census Tracts</b>	
15.03	20.01
16.03	20.02
18.01	20.05
18.02	21.04
20.03	21.05

**NSP3:** The City's NSP3 targeted area is limited to Census Tract 20.05,  
(See NSP3 target area map in Exhibit A).

Other terms used herein shall be defined as they appear under the authority of sections 2301 –2304 of the Housing and Economic Recovery Act of 2008 (Public law 110-289 (July 30, 2008)) (HERA) and the Department of Housing and Urban Development Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees Under the Housing and Economic Recovery Act, 2008, HERA, and under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010, the Dodd-Frank Act, (Docket Nos.FR-5255-N-01 and FR-5447-N-01).

**ARTICLE II**  
**DEVELOPER RESPONSIBILITIES**

Developer shall, in a satisfactory and proper manner, as determined by the City, in its

reasonable discretion, provide eligible NSP activities as described in more detail below as required under the terms of this Contract, and the HERA and the Dodd-Frank Act and applicable regulations referenced above.

- A. Transfer of Ownership to Developer:** City and Developer shall coordinate closings for the transfer of the property listed in Exhibit B and for the express purpose of rental to qualified low income families and any additional properties that City determines to be eligible for transfer under the Developer program.

***Houses designated for rental from Developer*** will be handled as follows:

Acquisition by Developer. City will convey property by Warranty Deed to Developer. City and Developer agree to record Deed Restrictions (attached as Exhibit C) that require Developer to ensure that the residential unit remains occupied by and affordable to low income residents and maintain the property in good repair for a period of 25 years from the date of transfer. If property is refinanced or sold within the 25 years, a prorated amount based on the amount the City paid for the property plus repair/rehab costs or the appraised value, whichever is less, will be due and payable. Any and all closing costs will be paid by Developer.

- B. Rental of Homes by Qualified Tenant(s):** Developer shall assist the City and be responsible for functioning as an owner/landlord in order to rent single-family residential properties that have been purchased by City and rehabilitated in conformance with City's NSP Plan. These homes shall be provided by Developer for long-term rental to families who qualify as  low income adjusted to household size. The major tasks which Developer shall perform in connection with this responsibility shall include but shall not be limited to the following:

**1. Marketing to Eligible Tenants**

Developer shall initiate a comprehensive marketing strategy to attract eligible homebuyers. At a minimum, this strategy shall utilize Developer's standard marketing procedures (including current waiting list, if applicable); local media may also be utilized. At no time will Developer market or rent to households exceeding the approved income limits in paragraph C above. See Exhibit D for current income limits. Updated income limits are available each year, usually in December and are the responsibility of the developer to obtain.

**2. Application Intake**

Developer shall prequalify each potential tenant and collect all needed information in order to assess the potential renter's financial situation and ensure that houses assisted with NSP funds are ultimately rented to individuals and households whose income does not exceed the limitations in paragraph C above. Renter financial information shall be provided by Developer to the City which

shall utilize the information for prequalifying and shall subsequently verify and approve of the initial renter household. Subsequent renters do not require verification by the City but must be eligible according to income limits at the time of initial rental of the property.

3. **Collection of Rents**

Developer shall collect rents each month according to the City's maximum rental requirements. The City of Port St. Lucie considers rents for low income households to be affordable when household rent payments do not exceed HUD-defined Fair Market Rent Limits and rent payments added to a household utility allowance do not exceed thirty percent (30%) of the household's adjusted income. The table below provides HUD-defined rent limits for Port St. Lucie for 2012.

Efficiency	1 BR	2 BR	3 BR	4 BR
\$737	\$739	\$936	\$1,237	\$1,275

Updated tables should be obtained from the City each year, as required.

4. **Reuse of Monthly Rent Payments**

Developer shall retain up to fifteen percent (15%) of each rent payment in order to administer NSP responsibilities listed above, including identifying eligible renters, collecting rent payments, and providing client services to keep the family on tract with rent payments, etc. Additional funds from rental payments may be spent for property insurance, maintenance of property and energy improvements, if funds are available. If Developer receives rent payments from more than one house provided under the NSP program, funds may be used for all NSP houses, as they need maintenance or energy saving retrofits.

**ARTICLE III**  
**CITY RESPONSIBILITIES**

City is responsible for the following tasks and deliverables:

- A. City shall furnish Developer with information upon request that affects the projects, including but not limited to income and rent limits.

**ARTICLE IV**  
**PROGRAM REQUIREMENTS**

- A. Developer agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the HUD regulations concerning CDBG, Title III of

Division B of the Housing and Economic Recovery Act of 2008 and all, federal regulations and policies issued pursuant to these regulations.

- B. No properties shall be reserved in favor of Developer prior to the effective date of this Contract.

#### **ARTICLE V** **RECORD KEEPING**

- A. Developer shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households for initial renters in order to determine low income benefit in a cumulative and individual manner. Income documentation, if required by City, shall be in a form consistent with NSP requirements.
- B. Developer shall maintain separate general ledger accounts for each individual property transferred from City under the NSP program, showing Developer's fee retained and monies spent so that all disbursements with regard to each such property can be reconciled if requested by City.
- C. All original records pertinent to this Contract shall be retained by Developer for five (5) years following the date of termination of this Contract, with the following exception:

All original records pertinent to this Contract shall be retained by Developer for five (5) years

#### **ARTICLE VI** **TERM AND TERMINATION**

- A. The initial term of this Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_. The term of this contract may be extended for an additional six (6) months provided the Director of Community Services or designee and Developer mutually agree to the extension in writing.
- B. In accordance with 24 CFR 85.44, this Contract may be terminated in whole or in part for convenience by either party upon thirty days (30) written notification to the other. Termination for convenience shall not apply to provisions in this Contract that require compliance with laws, regulations or ordinances, records retention or to the provision of service to low income persons or other specified beneficiaries.
- C. In accordance with 24 CFR 85.43, City may suspend or terminate this Contract in whole or in part for cause upon seven (7) calendar days notice in writing to Developer. Cause, which shall be determined by City, includes but is not limited

to a) failure to comply with the terms and conditions of the Contract, b) refusal to accept conditions imposed by NSP pertaining to activities covered by this Contract, c) submittal to the City of documentation which is incorrect or incomplete in any material respect, or d) changes in Federal or State law or the availability of grant funds or properties as identified in Article 4 of this Contract, which render the project impossible or infeasible.

- D. In the event of default, lack of compliance or failure to perform on the part of the Developer, City reserves the right to exercise corrective and/or remedial actions. These actions may include but are not necessarily limited to the following: a) requesting additional information from Developer to determine reasons for and/or extent of noncompliance or lack of performance; b) issuing a written warning advising Developer of deficiency and that the possibility of more serious sanctions if situation is not remedied; c) advising Developer to suspend, discontinue incurring costs for activities in question; d) withholding payment for services provided; or advising Developer to reimburse City for amount of costs incurred for any items determined ineligible.

#### **ARTICLE VII** **COMPLIANCE WITH APPLICABLE LAWS**

- A. Developer shall comply with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to, those incorporated by reference or stated in this Contract.
- B. Developer shall avoid any action, which may result in or create the appearance of conflict of interest in accordance with the provisions of 24 CFR 570.611.
- C. Developer agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the provisions specified in 24 CFR 570.200(J).
- D. Developer agrees that no federally appropriated funds shall be paid by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of the United States Congress, an officer or employee of The United States Congress, or any employee of a Member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
- E. Developer agrees that if any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the United States Congress,

an officer or employee of the United States Congress, or an employee of a Member of the United States Congress in connection with this federal grant, it shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

## **ARTICLE IX**

### **GENERAL CONDITIONS**

#### **A. Indemnity**

To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of, or resulting from the performance of its operations under this Contract.

#### **B. Assignment and Subcontracts**

1. Developer shall not assign any rights or duties under this Contract to any other party without prior written permission of the City. If Developer attempts to assign any rights or duties without the prior written consent of the City, the City may declare this Contract void and Developer must remit to the City all payments made pursuant to and for the term of this Contract.
2. Developer shall not enter into subcontracts for all or any part of the Project conducted under the Contract without obtaining prior written approval of the City, which shall be attached to the original Contract and subject to such conditions and provisions as the City may deem necessary.

#### **G. Other Conditions**

1. Any alterations, variations, modifications or waivers of provisions of this Contract shall be valid when they have been reduced to writing duly signed and attached to the original of this Contract. Such amendment(s) are not valid, binding, and enforceable, against the City unless executed by an authorized City representative. The parties agree to renegotiate the Contract if revision of any applicable laws or regulations makes changes in this Contract necessary. However, if any provision of this Contract or the application of such provision should be rendered or declared invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Contract shall remain in full force and effect.
2. This Contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are physically attached. No other contracts, oral or otherwise, regarding the subject matter of this

Contract shall be deemed to exist or bind the parties hereto.

I. Notices

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by courier or by overnight delivery address as follows:

As to City:

Patricia Selmer, Community Services Acting Director  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5263 Fax: 772-

344-4340

Email: [PatS@cityofpsl.com](mailto:PatS@cityofpsl.com)

As to Developer: The M.I.S.S. Inc of the Treasure Coast  
4434 SE Cleckley Way  
Stuart, Florida 34997  
Phone: (772) 782-4063, Fax: (772) 219-4387  
[SGreen@missinc.org](mailto:SGreen@missinc.org).  
Contact Person: Ms. Schonna Green

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their duly authorized officials.

CITY OF PORT ST LUCIE, FLORIDA

City of Port St. Lucie

BY: \_\_\_\_\_  
(Name) Date \_\_\_\_\_

TITLE: \_\_\_\_\_  
City Manager

ATTEST:

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
(Name)

TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST LUCIE

The aforesaid instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_, as identification.

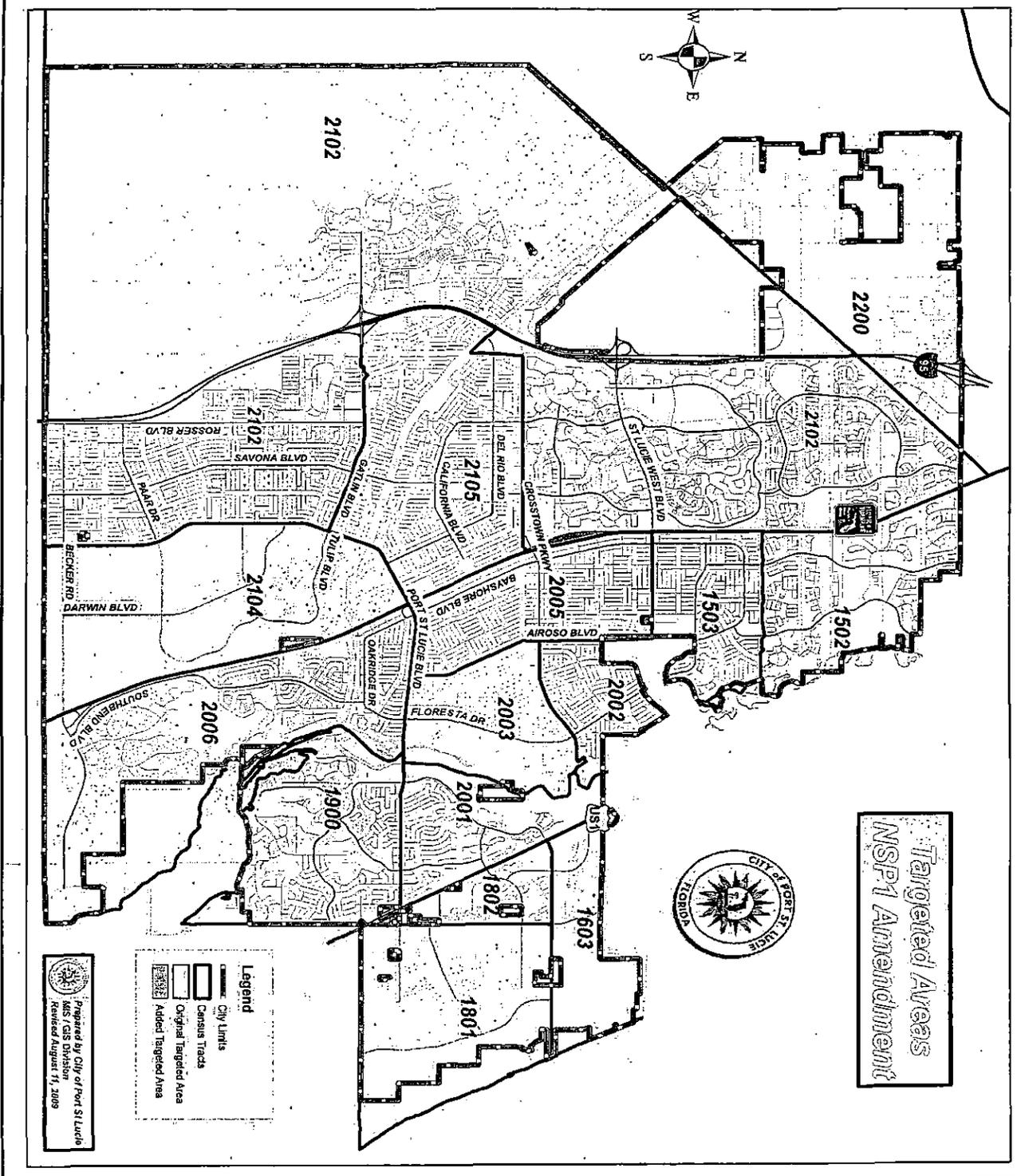
[NOTARY SEAL]

Signature of Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Printed name: \_\_\_\_\_  
\_\_\_\_\_



# EXHIBIT A TARGET AREA MAPS



**EXHIBIT B**  
**NSP PROPERTY AVAILABLE TO BE TRANSFERRED**

<b>Address</b>
333 SW Belmont Cir -2 bedrooms

## EXHIBIT C

### RESTRICTIONS REQUIRED FOR RENTAL PROPERTIES

(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

### City of Port St. Lucie NSP Rental Property

#### DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by The M.I.S.S. Inc of the Treasure Coast, "OWNER," in favor of the **City of Port St. Lucie**, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY").

WHEREAS, OWNER is the fee title owner of that certain real property legally described in Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, OWNER hereby covenants that: (a) OWNER is lawfully seized of said Property in fee simple; (b) the Property is free and clear of all liens and encumbrances that are inconsistent with the terms of this Declaration; (c) OWNER has good right and lawful authority to make this Declaration; and (d) OWNER agrees to fully warrant and defend title to the Property against the claims of all persons whomsoever; and

WHEREAS, OWNER intends to lease an affordable housing unit on the Property ("Unit") to an eligible household and has signed a Developer Contract with CITY that allows for said Property to be used for that purpose; and

WHEREAS, CITY requires the rental of the Property be made subject to the covenants, conditions, restrictions and other requirements, as set forth herein (collectively, "Restrictions").

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, OWNER hereby declares that the Property shall be held, transferred, sold, conveyed, used and improved subject to these Restrictions in favor of the CITY, all as hereinafter set forth:

1. Incorporation of Recitals and Defined Terms. The recitals, including all defined terms, set forth above are true and correct and are incorporated herein by reference as if set forth in full herein.
2. Restrictive Covenants. OWNER hereby declares that the Property shall be subject to the following Restrictions:

(a) Property Use. The Property shall be used solely for residential purposes. The Property may not be used for any non-residential purposes whatsoever, except.

(b) Lease of Property. The Property shall be leased for a period not less than one year and remain occupied by persons who meet the criteria set forth in Items (1) and (2) below.

(1) The Tenants shall consist of one or more natural persons or a family that has a Total Annual Gross Household Income that does not exceed 50 percent of the median annual income adjusted for family size for households within the Port St. Lucie Metropolitan Statistical Area (MSA).

(2) In general, the Tenant shall have monthly rental payments, including utilities, that do not exceed HUD defined Fair Market Rent Limits for Port St. Lucie and are not more than 30 percent of said Tenant Household's adjusted income as defined under HUD's Section 8 program.

(c) Insurance and Maintenance of Property. OWNER shall ensure that Property is insured and maintained and so that the exterior of the Unit located on the Property is in good repair, including, but not limited to, painting, landscaping and lawn maintenance, as necessary. OWNER shall maintain or ensure that the Tenant maintains the Property and the Unit built thereon in accordance with the applicable laws, regulations and ordinances of the CITY.

(d) Refinance or Sale of Property. City must approve of any sale or refinancing of the Property occurring prior to the end of the twenty five (25) year affordability period. Approval may be granted if the Declarant will use the funds obtained from the sale or refinancing to reinvest in affordable housing for low to moderate income households.

In the case of an unapproved sale or refinancing of the Property prior to the end of the twenty five (25) year affordability period, a prorated amount equal to the sales price of Fifty-five Thousand and no/100 Dollars (\$55,000.00), with 0% interest thereon, shall be due and payable to the NSP Revenue Fund or, if the fund is no longer available, to the Community Development Block Grant (CDBG) program income fund of the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. The amount owed shall be reduced by four percent (4%) on the anniversary date of the conveyance of Property and every year thereafter as long as the Property is in compliance with these restrictions or other legally enforceable retention contracts or mechanisms incorporating the income-eligibility and affordability restrictions committed to herein for the duration of the twenty five (25) year period;

3. Property as Servient Estate; Term of Restrictions; Termination. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the CITY shall be the dominant tenement. The Restrictions shall run with the Property and be binding on all persons acquiring title to the Property, or any portion thereof, and all persons claiming under them, until that date which occurs twenty-five (25) years following the date of recordation of this Declaration ("Termination Date"). On the Termination Date, this Declaration shall terminate without any required action by OWNER or CITY.

4. Parties. When used herein, the term "CITY" shall mean City of Port St. Lucie, Florida, its successors and assigns. The term "OWNER" shall mean the person or persons holding interests of record to the Property or any portion of the Property, their heirs, personal representatives, and assigns.

5. Enforcement by CITY. The CITY is the beneficiary of these Restrictions, and as such, the CITY may enforce these Restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.

6. Waiver; Modification; Invalidity; Construction; Venue. Any failure of the CITY to enforce these Restrictions shall not be deemed a waiver of the right to do so thereafter. No waiver, modification or termination of this Declaration (except upon the Termination Date, when no action is required to be taken by the OWNER or CITY to terminate this Declaration) shall be effective unless contained in a written document executed by CITY. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition or provision contained in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any of the other Restrictions herein contained, all of which shall remain in full force and effect. This Declaration shall be construed in accordance with the laws of Florida and venue shall be St. Lucie County, Florida.

7. Recordation. This Declaration shall be recorded in the Public Records of St. Lucie County, Florida.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



**EXHIBIT D**

**2012  
INCOME GUIDELINES**

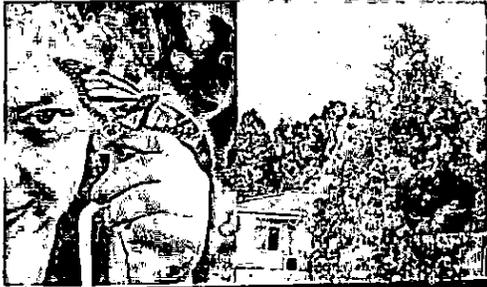
Household Size	Low
1	\$19,950
2	\$22,800
3	\$25,650
4	\$28,500
5	\$30,800
6	\$33,100
7	\$35,350
8	\$37,650

**DEFINITIONS:**

**LOW:** Households whose incomes do not exceed fifty (50) percent of the median household income of the area, as determined by HUD with adjustments for smaller and larger families.

**NOTE:** The incomes provided by HUD are subject to change.

**EFFECTIVE:** Income data effective as of 12/01/12.



**THE M.I.S.S. INC OF THE TREASURE COAST**

**ADMINISTRATION**

**ADDRESS: 4434 SE. CLECKLEY WAY. STUART, FL34997**

**PHONE: (772) 781-4063 FAX: (772) 219-4387**

**Housing Facilities**

**Butterfly Gardens**

**4434 SE. Cleckley Way. Stuart, FL 34997**

**Sammy's Landing**

**862 SW. Koler Ave. Port St. Lucie, FL 34953**

Affordable Housing Homeownership and/or Rental

**CONTENTS**

*Sections*

A.) Proposer's Questionnaire .....Pg1-6

B.) Proposer's reviewed the Sample Contract & accepts all City Terms and Conditions contained therein ...Pg 7

C.) 501 ©(3).....Pg 8

D.) Other Information- Annual Data Report and Maintenance Information.....Pg 9-10

Affordable Housing Homeownership and/or Rental

**4. PROPOSER'S QUESTIONNAIRE**

**RFP #20120002**

**Proposal for Affordable Housing Homeownership and/or Rental for NSP Residential Properties**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, Surety, Financial Institution, material or equipment manufacturer or distributor, or any person, firm or corporation to provide the City with any pertinent information requested by City deemed necessary to verify the information on this questionnaire.

Dated this 1 day of May, 2012

THE M.I.S.S. INC OF THE TREASURE COAST

Name of Organization/Proposer

Submitted by:

Schonna Green

Name

Executive Director

Title

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other (explain)?  
(circle one)

2. If a Corporation answer the following:

When incorporated: 1999

In what state: Florida

Names of Officers: President: Sylvia Taylor

Vice President:

Roslyn Green

Secretary:

Caren Belowch

Treasurer:

Delroy Henry

---

(This is a word document—add as needed.)

---

Affordable Housing Homeownership and/or Rental

3. If a Partnership, answer the following:  
Date organization established:  
General or Limited Partnership?  
Name and Address of each partner

Name: \_

Address:

4. Organization's name and main office address; telephone, fax number, and email address, contact person:

THE M.I.S.S. INC OF THE TREASURE COAST  
4434 SE CLECKLEY WAY  
STUART, FL 34997  
Phone: (772) 781-4063  
Fax: (772) 219-4387  
SGreen@missinc.org  
Contact Person: Ms. Schonna Green

5. Organization's previous names, if any: NONE

Name:

What Year?

6. How many years has your organization been in business? 13/ YEARS

7. Has the applicant organization or corporation refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in default in any contract or been assessed liquidated damages in the last five (5) years?

Yes \_\_\_\_\_ No XX

If yes, please explain.

(This is a word document.— add as needed.)

8. List any lawsuits pending or completed involving your applicant organization/corporation.
9. List any judgments from lawsuits in the last five (5) years.

## Affordable Housing Homeownership and/or Rental

10. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

**Rentals:**

11. Does your organization plan to rent or sell the unit(s) to eligible households? Rent \_\_\_\_ Sell \_\_\_\_  
OR Applying to do both? \_\_\_\_  
(If you checked "Rent" or "Applying to do both" go to # 12; if you checked "Sell" skip to Homeownership and begin answering questions at #17.)
12. List your past experience with affordable rentals including the # of units and the # of years managed or owned giving the income levels. (Include as the landlord the responsibilities for the rental and maintenance of the property):

**Mission**

The mission of the M.I.S.S. Inc of the Treasure Coast is to provide housing and support services to single female head of households who meet and /or exceed the Federal Definition of Extremely Low, Low, and Special Needs Populations. We are committed to alleviating the needs of disadvantaged families, by empowering single mothers whose goal is to gain self-sufficiency.

**Organizational Capacity**

The M.I.S.S. Inc of the Treasure Coast is a Not- for -Profit organization that has been in existence since 1999, exhibiting over thirteen years of experience in affordable housing and the delivery of supportive services to the hardest to serve population in the United States women with children. The M.I.S.S. Inc of the Treasure Coast Board and staff have over a combined (40) forty years of experience in the development and delivery of programs services that meet our target population. We have experience in Social Work, Case Management, Work Force Development, Construction, Security, Business Management, and Program Development. We recently constructed two new housing facilities Sammy's Landing totaling over \$1,400,000.00, and Butterfly Gardens totaling over \$2,500,000.00. Current and past funding partners include Federal, State, Local Governments, Foundations, and the business community such as, the Federal Home Loan Bank Atlanta, PNC Bank, Martin County, FL -SHIP, Treasure Coast Homeless Services Council- Department of Children & Families, City of Port St. Lucie, St. County Lucie, FL- SHIP. Hobe Sound Community Chest, Christ Memorial Chapel, Orchard Foundation, Indiantown Non-For- Profit Housing, Seacoast National Bank, Walmart Corporation, and the Sullivan Family Trust. The Executive Director has over 20 years experience in program development and has achieved many accomplishments since the start of the M.I.S.S. organization,

**Public recognition and awards include:**

- 2010- The Federal Loan Home Bank of Atlanta-recognized the Butterfly Garden's Housing Complex-for Affordable Housing in the Southern Region – Video presentation on the Website.
- 2009 - Riverside Bank of the Treasure Coast- Hometown Hero Award
- 2007 -Soroptimist International – Making A Difference Award
- 2005 - Church of God Christian Education -Community Service Award

## Affordable Housing Homeownership and/or Rental

- 2004 - Volvo 100 -Community Service Award
- 2003 - N.A.A.C.P -Community Service Award
- 2003 - Hobe Sound Community Chest --Award of Distinction
- 2003 - Martin County Business Alliance- Community Service Award
- 2003 - National Social Work Association- Citizen of the year.

**Board Member Service Include** - Treasure Coast Homeless Services, FL Housing Coalition, City of Port St. Lucie - Affordable Housing Advisory Board.

M.I.S.S. currently owns and operates two housing facilities Butterfly Gardens-located in Martin County and Sammy's Landing-located in St. Lucie County. Both facilities have on grounds Multi Purpose Building, Children's Park, and Laundry Facility. The combined housing capacity of both facilities on any given night is 100-150 persons. Butterfly Gardens- provides 18 apartment units and Sammy's Landing provides 8 apartment units. Both facilities our designated affordable housing apartments for single female head of households that meet and or exceed ELI-Extremely Low Income and or Special Needs Housing. All apartment units provide housing for two families. The Butterfly Gardens housing capacity is 36 women with approximately 70 children, and Sammy's Landing housing capacity is 15 women with approximately 30 children. In 2011, M.I.S.S. provided housing and support services to 138 persons. We have an In-House Preventative Maintenance Plan, were evaluations and adjustments are made monthly according to a maintenance schedule. In addition, all housing facilities receive monthly Lawn Maintenance and Quarterly Pest Control.

13. How does your organization as owner /landlord plan to market/select renters for the unit(s)?

As a member of the Treasure Coast homeless Services Council, we collaborate with several local organizations who advocate for Supportive Affordable Housing. A system that often has qualified clients that meet the income and housing criteria's of our program. In addition, we will use brochures, media, and local real estate companies.

14. List the way(s) your organization can provide financial and/or supportive services to assist renters as needed:

**M.I.S.S. Program Structure**

All housing participants have access to supportive services provided by the M.I.S.S. Inc of the Treasure Coast and collaborative partners. Upon a participant's entry into our housing program, she receives the following services: Housing Intake, Needs Assessment, and Referrals. In addition, they receive a variety of empowerment programs such as; Case Management, Transportation, Parenting Skills, Money Management, Food & Hygiene Pantries, Angel Mentoring Programs, Grandparent Afterschool Programs, Special Annual Events -Thanksgiving, Christmas, and Birthday Celebrations.

15. List your organization's plan(s) for maintenance of the rental property both inside and outside specifying whether the work is being done in-house or is being subcontracted. Explain how you will assure that the rental unit will not adversely impact the neighborhood where it is located:

The M.I.S.S. Inc of the Treasure Coast currently operates an In-House Preventative Maintenance Plan, were evaluations and adjustments are made monthly according to a maintenance schedule. In addition,

## Affordable Housing Homeownership and/or Rental

all housing facilities receive monthly Lawn Maintenance and Quarterly Pest Control. Any rental properties acquired through this RFP process will be placed in our current maintenance plan delivery system. To ensure compliance with the M.I.S.S. Inc's Rental Program, all housing units are supervised and monitored by M.I.S.S. staff for cleanliness and any other issues that can directly or indirectly affect the community.

(This is a word document – add as needed)

16. If your organization will rent the unit(s), List how your organization will meet budget based on the rent itself or list other sources of income that are available to supplement the rent:

As an Affordable Housing not for profit organization, we often use grants and donations to help defray the cost of operating low income housing and supportive service programs.

### **Homeownership**

(Attach a copy of your proposed budget based upon a 2 bedroom/2 bathroom home with a sales price/appraised value of \$65,000 to be sold to low income families.)

N/A

Affordable Housing Homeownership and/or Rental

17. Explain any past experience with affordable homeownership (acting as a lender responsible for collection of mortgage payments and servicing of loan):

N/A

18. How does your organization plan to market/select low income homebuyers for the unit(s)?

N/A

19. List the credit criteria that you have used or will use to select the low income homebuyers for purchase of the unit(s).

N/A

20. List your organization's steps to provide financial and/or supportive services to assist homebuyers to stay on track with their monthly payments:

N/A

21. List your organization's processes for educating the homebuyers to maintain the home. List any provision(s) for funding of repairs if the homeowner does not have funds to repair, when necessary.

N/A

(This is a word document – add as needed)

**ADDENDUM ACKNOWLEDGMENT** - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

**CONTRACT** - Proposer agrees to comply with all requirements stated in the specifications for this RFP

Affordable Housing Homeownership and/or Rental

**CERTIFICATION:**

Schonna Green

This RFP is submitted by I, \_\_\_\_\_ am an officer/agent of the above firm duly authorized to sign proposals and enter into contracts. I certify that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP.

**Proposer has read and accepts the terms and conditions as set forth in the Sample Developer**

**Contract:**

Schonna Green Signature      Executive Director Title

If a corporation renders this RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this RFP shall attach to this form evidence of legal authority.

**Witnesses:**

Caren DeLouch  
Signature

Caren DeLouch  
Print Name

Ellen M. Brown  
Signature

Ellen M. Brown  
Print Name

**Developer:**

Schonna Green  
Signature

Executive  
Title

(CORPORATE SEAL)

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

Affordable Housing Homeownership and/or Rental

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 02 2004

Employer Identification Number:  
65-0883500

DLN:  
17053080743004

Contact Person:  
JOSEPH R HERR ID# 31128

Contact Telephone Number:  
(877) 829-5500

Public Charity Status:  
170 (b) (1) (A) (vi)

THE M I S S INCORPORATED OF THE  
TREASURE COAST  
3820 SE DIXIE HWY.  
STUART, FL 34997-6055

Dear Applicant:

Our letter dated March 2001, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity during an advance ruling period:

Based on our records and on the information you submitted, we are pleased to confirm that you are exempt under section 501(c)(3) of the Code, and you are classified as a public charity under the Code section listed in the heading of this letter.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

## Affordable Housing Homeownership and/or Rental

## The M.I.S.S. Incorporation of the Treasure Coast/ ANNUAL DATA REPORT 2011

Persons Served	Transitional Housing Sammy's Landing Butterfly Gardens	Permenant Disabled Housing	Community Thanksgiving Food Hygeine-Pantries	Electrical Martin County Residents	Totals
# of persons served	138	12	800	921	1871
# of adults served	51	4	500est	616	1171
# of children served	87	8	300est	305	700
<b>Total</b>	<b>138</b>	<b>12</b>	<b>800</b>	<b>921</b>	<b>1871</b>
<b>Ethnicity of Family Members</b>			<i>(Not Capatured Public Event)</i>		
# total white members per family	78	12		312	402
# total black members per family	27			486	513
# total hispanic members per family	10			123	133
# total native american members per family	4			0	4
#total Chinese /oriental members per family	2			0	2
# total bi-racial children	17				17
<b>Total</b>	<b>138</b>	<b>12</b>	<b>800</b>	<b>921</b>	<b>1871</b>
<b>Geographic Region Per Family</b>					
geographic region Stuart	17	4	500	278	799
geographic region Pt. Salerno	6			241	247
geographic region Hobe Sound	7			26	33
geographic region Jensen Beach	3			0	3
geographic region Palm City	2			71	73
geographic region Indiantown	0			0	0
geographic region Port St. Lucie	9			0	9
geographic region – Woods / Street	7			0	7
<b>Total</b>	<b>51</b>	<b>4</b>	<b>500</b>	<b>616</b>	<b>1171</b>
<b>Total of Program Services</b>					
<b>Total of Families Sheltered: (Head of Households)</b>					<b>55</b>
<b>Total of Families Electrical Assistance: (Head of Households)</b>					<b>616</b>
<b>Total Children all Programs</b>					<b>700</b>
<b>Total Community Thanksgiving &amp; Pantries (Head of Household)</b>					<b>500</b>
<b>Total Persons Served</b>					<b>1871</b>



Affordable Housing Homeownership and/or Rental

**CHECKLIST**

**RFP #20120002**

**Proposals for Affordable Housing Homeownership and/or Rental**

Name of Proposer: THE M.I.S.S. INC OF THE TREASURE COAST

This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their RFP proposal response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the RFP in its entirety.

XX Mailing envelope has been addressed to:  
 City of Port St. Lucie  
 Office of Management & Budget  
 121 SW Port St. Lucie Boulevard  
 Port St. Lucie, FL 34984

XX Mailing envelope must be sealed and identified with:

• Proposers Name and Address	• Proposal Number
• Proposal Opening Date and Time	• Proposal Title

XX Each Proposal Addendum (when issued) is acknowledged.

XX Proposer's Questionnaire:

\_\_\_\_\_ Proposed Budget for Homeownership (asked for in questionnaire.)

\_\_\_\_\_ Copies of the Developers First and Second Mortgage and Note

\_\_\_\_\_ Developer criteria for establishing mortgage Payments

XX 501(c)(3) Designation

XX Proposer reviewed the Sample Contract and accepts all City Terms and Conditions contained therein.

XX Proposer has included one (1) UNBOUND original and eleven (11) BOUND copies of required documents along with all documents uploaded on one included disc.

XX Copy of the Checklist with all items checked and included.

**THIS FORM SHOULD BE RETURNED WITH YOUR PROPOSAL**

Affordable Housing Homeownership and/or Rental

17. Explain any past experience with affordable homeownership (acting as a lender responsible for collection of mortgage payments and servicing of loan):

N/A

18. How does your organization plan to market/select low income homebuyers for the unit(s)?

N/A

19. List the credit criteria that you have used or will use to select the low income homebuyers for purchase of the unit(s).

N/A

20. List your organization's steps to provide financial and/or supportive services to assist homebuyers to stay on track with their monthly payments:

N/A

21. List your organization's processes for educating the homebuyers to maintain the home. List any provision(s) for funding of repairs if the homeowner does not have funds to repair, when necessary.

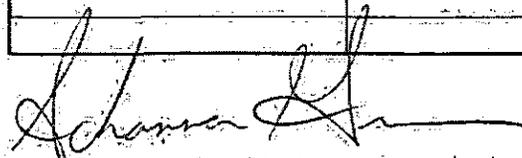
N/A

(This is a word document - add as needed)

**ADDENDUM ACKNOWLEDGMENT** - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
RFP 20120002	May 4, 2012
RFP 20120002	May 15, 2012

Signature of Acknowledgment:



**CONTRACT** - Proposer agrees to comply with all requirements stated in the specifications for this RFP

## Jim Pritchard

---

**From:** Schonna Green [admin@missinc.org]  
**Sent:** Wednesday, May 23, 2012 11:38 AM  
**To:** Jim Pritchard  
**Subject:** MISS  
**Attachments:** M.I.S.S. Addendum Acknowledgement.jpg

Hi Jim,

Attached please find the information you requested.  
If you should require additional information please feel  
free to contact me. Have a great day.

Thanks,

Schonna Green, Executive Director  
M.I.S.S. Inc of the Treasure Coast  
Phone: (772) 781-4063  
Fax: (772) 219-4387  
Cell: (772) 408-3541

CITY OF PORT ST. LUCIE  
OFFICE OF MANAGEMENT & BUDGET  
BID OPENING LOG

BID # 20120002

OPENED: May 4, 2012

*- extended Bid opening - Addendum #1  
To 5/18/12*

TIME: 3:00 p.m.

---

BID TITLE: Affordable Housing homeownership/Rental -NSP

MISS  
RECEIVED 20120002  
4 MAY PM 2:58 456

**BID OPENING ATTENDANCE**  
RFP-20120002

Affordable Housing Homeownership and/or Rental for  
Neighborhood Stabilization Program Residential Properties  
May 18, 2012 @ 3:00:00 p.m.

Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1. James Pritchard, CPPB	City of Port St Lucie	jpritchard@cityofpsl.com	T (772) 873-6338 F (772) 871-7337
2. Robyn Hildee	Coty St PSC - GMB		T 871-5223 F 871-7337
3.			T F
4.			T F
5.			T F
6.			T F
7.			T F

## Jim Pritchard

---

**From:** Jim Pritchard  
**Sent:** Tuesday, May 15, 2012 2:48 PM  
**To:** Patricia Selmer; Patti Tobin; Joel Dramis; Tracy Valure; OMB ConfRm  
**Subject:** Cancel evaluation committee meeting

Pat, Patti and Joel,

Because the bid opening date was extended for this RFP for Affordable Housing Homeownership and/or Rental I am cancelling the 5/16/12 meeting. As soon as I open it on 5/18/12 I will have a better idea of how much review will be needed to set up the Evaluation Committee Meeting.

James Pritchard, CPPB  
Contracted Grant Procurement Specialist  
p: (772) 873-6338  
f: (772) 871-7337

*Only 1-3 submitted - committee meeting for ranking  
was not necessary - JP*

User: Pritchard, CPPB, James

Organization: City of Port St. Lucie - Office of Management and Budget

Logout | Help

# DEMANDSTAR by ONVIA

My DemandStar    Buyers    Account Info

Log Bid [View Bids]    Log Quote    View Quotes    Supplier Search    Build Broadcast List    Reports

## Bid Details

### Bid Information



Agency	City of Port St. Lucie - Office of Management and Budget
Bid Type	Request for Proposal
Bid Number	RFP-20120002-0-2012/jwp
Fiscal Year	2012
Bid Writer	James Pritchard, CPPB
Bid Name	Affordable Housing Homeownership and/or Rental for Neighborhood Stabilization Program (NSP) Residential Properties.
Bid Status	Under Evaluation
Bid Status Text	The City of Port St. Lucie, Florida is now accepting proposals for Affordable Housing Homeownership and/or Rental. This RFP is open to all registered 501(c)(3) nonprofit developers that desire to receive NSP houses from the City in order to provide housing for homeownership or rentals for low income in the City
Award To	
Due Date/Time	5/18/2012 3:00 PM Eastern
Broadcast Date	4/3/2012
Bid Bond	
Project Estimated Budget	
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	To accept ownership of NSP houses from the City in order to provide affordable housing for homeownership for low income or rentals and if allowed a limited number of moderate income households in the City. Developer will be responsible for acting as owner/landlord or owner/lender for subject properties, providing for collection of monthly payments and providing supportive services for eligible households.
E-Bidding	No

### Legal Ad



Please select either the View or Edit button to manage legal ad.

### Pre-Bid Conference

No Pre-Bid Conference Data Found

### Publications

St. Lucie News Tribune 4/4/2012

### Documents



RFP for Affordable Housing Homeownership and/or Rental for NSP Residential Properties (40 Pages, Complete)

Bid Package Addendum #1 (1 Page, Complete)  
Addendum #2 (1 Page, Complete)

**Commodity Codes**

- RNT-971-60 - PROPERTY MANAGEMENT SVCS
- RNT-971-64 - Residential Space Rental or Lease
- SRV-952-13 - Big Brother, Big Sister, and Similar Type Program Services
- SRV-952-43 - Family and Social Services (Including Shopping and Buying Services)
- SRV-952-49 - Halfway Housing
- SRV-952-53 - Home Management
- SRV-952-55 - Homelessness Prevention Services
- SRV-952-68 - Personal Care Services
- SRV-952-78 - Safe Housing
- SRV-961-96 - Non-Professional Services (Not Otherwise Classified)

**Statistics**

Planholders There are 9 planholders for this bid

Broadcast List 144 suppliers have been notified

Supplemental Suppliers 4 Supplemental Suppliers

Filtered No

Post-Bid Viewers 2 viewer(s)

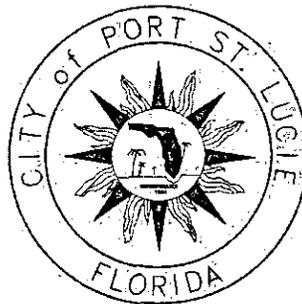
[<< Return](#)

DemandStar is a product of Onvia, Inc. (c) 1997-2012. All rights reserved. | [Terms of Use](#) | [Privacy](#)

**CITY OF PORT ST. LUCIE**

**RFP #20120002**

**NOTICE OF FUNDING AVAILABLE  
AND  
REQUEST FOR PROPOSALS  
FOR  
AFFORDABLE HOUSING HOMEOWNERSHIP AND/OR RENTAL  
FOR NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
RESIDENTIAL PROPERTIES**



Prepared By: James Pritchard, CPPB  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-873-6338  
[jpritchard@cityofpsl.com](mailto:jpritchard@cityofpsl.com)

**REQUEST FOR PROPOSALS (RFP)**  
**FOR AFFORDABLE HOUSING HOMEOWNERSHIP AND/OR RENTAL for NSP**  
**RESIDENTIAL PROPERTIES**

RFP #20120002 for Affordable Housing Homeownership and/or Rental will be received in the Office of Management & Budget, of the City of Port St. Lucie, 3<sup>rd</sup> Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than **3:00:00 pm on May 4, 2012.**

All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be accepted or considered. Such proposals will be returned to the vendor unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches the Office of Management and Budget on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

James Pritchard, CPPB  
Office of Management and Budget

**CAUTION**

**Submitters should take caution if United States mail or mail delivery services are used for the submission of proposals. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it will arrive on the day prior to the closing date.**

**TABLE OF CONTENTS**

<u>REQUIREMENTS</u>	<u>PAGE</u>
INTRODUCTION .....	2
<u>REQUIREMENTS FOR RFP</u>	
Definitions .....	4
Overview .....	5
Intent .....	5
Background .....	5
Goal .....	7
Inquiries.....	7
Responses.....	7
Oral Presentations .....	8
Tentative Schedule .....	8
Evaluation and Award.....	9
GENERAL REQUIREMENTS .....	10
SPECIFIC REQUIREMENTS.....	12
ADDITIONAL INFORMATION .....	12
PROPOSER’S QUESTIONNAIRE .....	14
SAMPLE CONTRACT FORM.....	19
Exhibit A.....	30
Exhibit B.....	31
SAMPLE RESTRICTIONS FOR RENTAL (Exhibit C).....	32
Exhibit D.....	36
Exhibit E.....	37
Exhibit F.....	38
Exhibit G.....	39
CHECKLIST .....	40

**DEFINITIONS**

For the purposes for this document, the following terms shall be defined as follows:

- “RFP” Request for Proposals
- “NSP” Neighborhood Stabilization Program
- “HUD” Department of Housing and Urban Development
- “LOW INCOME” “Low income” means a household with income that does not exceed 50 percent of the Area Median Income as determined by HUD with adjustments made for household size
- “MODERATE INCOME” “Moderate Income” means a household with income that is greater than 50 percent but does not exceed 80 percent of the Area Median Income as determined by HUD with adjustments made for household size.
- “AMI” “Area Median Income” is the amount which divides the income distribution into two equal groups, half having income above that amount, and half having income below that amount for a specified geographic area, which in this case is the “City.”
- “CITY” City of Port St. Lucie
- “DEVELOPERS” Developers are NSP program beneficiaries providing the services described in this RFP and thus distinct from subrecipients, grantee employees, and contractors. Developers, for purposes of this RFP, are Nonprofits with a 501(c)(3) designation.
- “COUNCIL” The City of Port St. Lucie’s duly elected officials.
- “AFFORDABLE HOUSING” Housing is affordable if the monthly mortgage payment including taxes and insurance does not exceed 30 percent of the household’s gross monthly income or the monthly rental payment does not exceed HUD-defined Fair Market Rent Limits and when added to a household utility allowance does not exceed 30% of the household’s adjusted income.
- “OMB” The Office of Management and Budget Department for the City of Port St. Lucie
- “CONTRACT” Nonprofit Developers Contract between successful proposer(s) and the City, a sample of which is made a part of this RFP

## OVERVIEW

The City of Port St. Lucie, Florida is now accepting proposals for Affordable Housing Homeownership and/or Rental. This Request For Proposals (RFP) is open to all registered 501(c)(3) nonprofit developers that desire to receive NSP houses from the City in order to provide affordable housing for homeownership or rentals for low income in the City. A limited amount of moderate income housing may be allowed. Houses have been purchased by the City from foreclosing lenders, repaired/rehabbed to meet the City's specifications and will be made available to Developers that desire to provide affordable housing for eligible households. City-owned houses are available in various locations of the City and others may be made available in the near future under this RFP. Exhibit B is a listing of potential properties available at this time. One home will be awarded to each selected Developer with the possibility of additional homes to be awarded. The determination of additional homes awarded will be at the sole discretion of the City.

## INTENT

It is the intent of this RFP and the City to select one or more qualified nonprofit organizations whose credentials (experience, etc.) will be evaluated and approved for the purpose of providing affordable housing to increase rental or homeownership opportunities for low income in the City. At the sole discretion of the city, a successful proposer may be allowed to provide limited housing for moderate income households to meet the specific needs of the City.

Developers intending to lease NSP houses will assume the role of owner/landlord, expected to select eligible households, collect rent payments, implement written lease agreements, provide supportive services and maintain subject properties inside and out. All rental payments must be used for maintenance/support of the subject property. Proposals must provide long-term (at least 1 year) leases for eligible households.

Developers intending to sell NSP houses will assume the role of owner/lender/servicer, expected to select eligible households, calculate affordable mortgage payments, supply satisfactory loan documents, and collect monthly payments. They will keep payments affordable by recalculating when necessary due to the long-term changes in the financial situation of the homebuyer. Developer will use its own mortgage and note (approved by City) with payments based on the homebuyer's debt-to-income ratio pursuant to criteria established by Developer and approved by City. Notes shall bear no interest provided homebuyer complies with the terms of the note and mortgage. The difference between the first mortgage and the sales price or current market appraised value, whichever is less, will be secured by Developer's approved silent second mortgage in favor of Developer to ensure long term affordability of the home. Mortgage payments received by Developer will be used to ensure maintenance of the subject property, support NSP activities with the City and/or further the non-profit Developer's affordable housing program

## BACKGROUND

The City of Port St. Lucie is the recipient of **Neighborhood Stabilization Program (NSP)** funds from the Department of Housing and Urban Development (HUD) under the authority of sections 2301-2304 of the Housing and Economic Recovery Act (HERA) of 2008, which appropriates funding for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties, and an

**Affordable Housing Homeownership and/or Rental**

additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act).

In compliance with the requirements of the NSP program, the City is required to acquire foreclosed homes, repair/rehab them and sell them to eligible low, moderate, and middle income households, spending at least twenty five percent (25%) of its NSP funds on housing for low income. In order to meet the 25% set aside, the City's Substantial Amendments to the Action Plan for 2008-2009 and 2010-2011 allows nonprofits to submit proposals that provide for rental or homeownership opportunities for low income households. At the sole discretion of the City, a successful proposer may be allowed to provide limited housing for moderate income to meet the specific needs of the City.

Income limits for 2012 are listed below according to income range:

INCOME RANGE	MEMBERS IN HOUSEHOLD							
	1	2	3	4	5	6	7	8
<b>ELI</b> "30"	\$12,000	\$13,700	\$15,400	\$17,100	\$18,500	\$19,850	\$21,250	\$22,600
<b>LOW</b> "50"	\$19,950	\$22,800	\$25,650	\$28,500	\$30,800	\$33,100	\$35,350	\$37,650
<b>MODERATE</b> "80"	\$31,950	\$36,500	\$41,050	\$45,600	\$49,250	\$52,900	\$56,550	\$60,200

INCOME IN THIS CASE MEANS GROSS WAGES, INCOME FROM ASSETS, AND CERTAIN OTHER RESOURCES OR BENEFITS AS DETERMINED BY HUD. ALL OF THESE INCOME LIMITS ARE ADJUSTED FOR FAMILY SIZE AND THE TYPE AND AMOUNT OF ASSISTANCE WILL VARY ACCORDING TO NEED.

Median Income in Port St. Lucie – MSA as of 12/1/11 = \$57,000

Income limits are subject to change and should be obtained from the City each year, as required.

**For Rental Proposals:**

Developer shall collect rents each month according to the City's maximum rental requirements. The City of Port St. Lucie considers rents for low income households to be affordable when household rent payment do not exceed HUD-defined Fair Market Rent Limits and rent payments added to a household utility allowance do not exceed 30% of the household's adjusted income. The table below provides HUD-defined rent limits for Port St. Lucie for 2012.

**Maximum Rent Limits**

Efficiency	1 BR	2 BR	3 BR	4 BR
\$737	\$739	\$936	\$1,237	\$1,275

Updated tables should be obtained from the City each year, as required.

**GOAL**

The overall goal of offering this RFP Developers is to ensure housing affordability especially for low income but also for moderate income renters who cannot pay high rent each month. It will also assist low income homeowners who cannot meet the credit demands of traditional lenders but would be able to own their own homes if they were provided with affordable payments and supportive assistance. Supplying these houses to eligible households through Developers will expand the supply of decent, affordable housing for low and possibly a limited number of moderate-income families in the City.

**NOTE: The City will not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.**

**INQUIRIES**

All questions related to the Request for Proposal must be directed to James Pritchard, CPPB in the OMB. He can be reached at (772) 873-6338. Questions shall be submitted in writing no later than seven (7) days prior to the opening. To ensure fair consideration for all proposers, it must be clearly understood that Mr. Pritchard is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Council**), prior to the time an award decision has been made.

**RESPONSES**

Proposers are requested to submit the following information:

**VERY IMPORTANT: All respondents shall submit their proposals in this same order.**

- a) Proposer's Questionnaire - Each Proposer is required to submit the attached questionnaire located on page 14 in Section 6.
- b) Proposer's Notes and Mortgage – if proposer will sell properties to eligible households.
- c) 501 (c) (3) Designation – Provide a copy of the letter indicating that your organization is registered as a non-profit.

**Affordable Housing Homeownership and/or Rental**

d) Other Information This section shall include samples of related work and any other information the Proposer wishes to include. **(Limit response to two pages maximum)**

e) Proposers are required to submit one (1) unbound original and eleven (11) bound copies of their proposal. All copies will be on 8 ½” x 11” plain white paper, typed, with tabs separating the sections, and signed by the offeror’s contractually binding authority. Also include a disc containing all submitted documents.

Responses must be received by the City, in the Office of Management & Budget, 3<sup>rd</sup> Floor, Suite 390, Building “A” of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099 no later than **3:00:00 pm on May 4, 2012**. Mailing envelope shall be addressed to:

Office of Management & Budget  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

Mailing envelope must be sealed and marked with:

- Proposer’s Name & Address
- Proposal Number
- Proposal Title
- Proposal Opening Date and Time

**ORAL PRESENTATION**

Proposers that have been selected for the final short list may be expected to render an oral presentation based on past achievements, staff qualifications, and overall capabilities.

**TENTATIVE SCHEDULE**

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Review and Selection Process:

April 4, 2012	Advertisement
May 4, 2012 @ 3:00pm	Proposals due
May 16, 2012 @ 1:00pm	Evaluation Committee** Presentations from Proposers, if requested by the Evaluation Committee
TBD	Tentative City Council Approval

\*\*Committee will meet in the Conference Room in the OMB Department.

**EVALUATION AND AWARD**

Responses will be scored in the following manner:

<u>CRITERION</u>	<u>MAXIMUM SCORE</u>
a) Organization’s past experience with affordable housing rental and/or sale and subsequent collection of mortgage payments.....	15 points
b) Organization’s ability to reach low income households.....	35 points
c) Plan to maintain the home in an acceptable condition.....	25 points
d) Proposer’s ability /experience in providing supportive services to renters or homeowners.....	25 points
<hr/>	
Total Maximum Points	100 points

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

## 1. GENERAL REQUIREMENTS

**1.1 Request for Proposal** - All requirements contained in the RFP are hereby incorporated in this document.

**1.2 Cost of Preparation of Proposal** - The City will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal.

**1.3 Award of Contract** - The award of the contract, if it is awarded, will be to the most responsive, responsible Proposers whose qualifications indicate the award will be to the best interest of the City and whose proposals shall comply with the requirements of the Proposal Specifications. No award will be decided until all necessary investigations have been completed regarding the responsibility of the Proposers and the City is satisfied that the Proposers are qualified to perform the services. The City's intent is to select multiple Proposers to be retained under contract for continuing services.

**1.3.1 Default** - If the selected proposer to whom the contract is awarded does not execute the contract and furnish the required insurance and other required documentation within **ten (10) days** of the date of Notice of Award, the proposer shall be considered in default and the City shall have the right to award the contract to an alternative proposer.

**1.4 Timeliness of Submittal** - All proposals must be received in OMB by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. It is the sole responsibility of the Proposer to ensure that his/her proposal reach the Office of Management and Budget located on the 3<sup>rd</sup> Floor, Suite 390, Building "A", on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, telegram or facsimile shall not be accepted.

**1.4.1 Right to Reject** - The City Council reserves the right to waive irregularities, rejects and/or accepts any and all proposals, in whole or in part, or take other such action as serves the best interests of the City.

**1.4.2 Proposal Opening Extension** - The City reserves the right to extend the proposal opening date when no responses or only one (1) response is received. The City will return the received response unopened.

**1.4.3 Checklist** - Proposers are requested to return the attached Checklist that is contained in the proposal package with the Proposal Reply Sheet.

**1.5 Execution of Developer Agreement** - After the recipients of the award have been determined and necessary approvals obtained, the City will prepare an Agreement to be executed by all selected Proposers. The Contract will be in substance the same as the Sample Developer Agreement given to the Proposer in the RFP. Selected Proposers will be required to execute the Agreement within ten (10) days after notification by the City that agreement is available and thereafter comply with the terms and conditions contained therein. No agreement shall be

considered binding upon the City until it has been duly authorized by the City Council and has been executed by the City Manager.

**NOTE: The Selected Contractor will be required to accept the terms and conditions of the City's agreement. If proposer cannot accept these terms and conditions do not submit a bid.**

**1.6 Failure to Execute Developer Agreement** - Failure on the part of the Selected Proposer to execute the Developer Agreement and other documentation as required will be just cause for the annulment of the award.

**1.7 Subcontracting or Assigning of the Agreement** - The Selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the agreement or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City.

**1.8 Time of Award** - The City reserves the right to hold proposals and proposal guarantees for a period not to exceed ninety (90) days after the date of the proposal opening stated in the Request for Proposal before awarding the contract. The award is considered to be effective the date that City Council votes to approve the RFP award.

**1.9 Public Entity Statement** - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

**1.9.1 Discrimination:** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**1.10 City's Public Relations Image** - Selected Proposer's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Selected Proposer involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his/her designee.

**1.11 Patent Fees, Royalties, and Licenses** - If the Selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the

Selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damages which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

**1.12 Cooperative Purchasing Agreement** - This proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City and other public agencies. Vendor may agree to allow other public agencies the same items at the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity will be responsible for execution of its own requirements with the Selected Proposers.

## **2. SPECIFIC REQUIREMENTS**

**2.1 Proposer's Questionnaire** – Proposers are required to complete the Proposer's Questionnaire located on page 14 in Section 6 and submit it with their proposal package.

**2.2 Proposer's References** - N/A

**2.3 Scope of Services** – To accept ownership of NSP houses from the City in order to provide affordable housing for homeownership for low income or rentals for low and if allowed a limited number of moderate income households in the City. Developer will be responsible for acting as owner/landlord or owner/lender for subject properties, providing for collection of monthly payments and providing supportive services for eligible households. Developer will provide a maintenance plan for rental or homeownership, assuring that the homes are maintained inside and out.

**2.4 Developer Fees and Income from Rent and Mortgage Payments** – Developer shall retain up to 15% of each rent or mortgage payment in order to administer NSP responsibilities, including collection of rent or mortgage payments and provision of client services to keep the family on tract with housing payments, etc. If Developer is selling to an eligible household, it is recognized that there may be times when homebuyers will require help with maintenance and/or repair of the home or assistance with mortgage payments to assist during a financial crisis. Developers may use funds received from mortgage payments to provide for these services. They may also provide energy saving retrofits if there is sufficient funding remaining. Remaining funds from mortgage payments may be used to allow the Developer to participate in NSP activities with the City or to continue with Developer's normal housing activities.

## **3. ADDITIONAL INFORMATION**

**3.1 Collusion** - The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a

Proposer is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Proposers.

**3.2 Withdrawal of Proposals** - A Proposer may withdraw his proposal without prejudice to himself no later than the day and hour set in the "RFP" by communicating his purpose in writing to the City at the address given in the "RFP". When received, it will be returned to him unopened.

**3.3 Proposal Information** - For information concerning procedures for responding to this RFP, contact James Pritchard, CPPB at (772) 873-6338. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by DemandStar.com. The Proposer, in turn, shall acknowledge receipt of the addendum by submitting a sheet acknowledging the Addendum number and the date of issuance. It is the responsibility of the Proposer to receive any and all RFP information and documents. The City will not be responsible for any interpretation, other than those transmitted by Addendum to the RFP, made or given prior to the RFP award. The Proposer is responsible for verifying they have received all RFP Addenda.

The City shall not be responsible for providing said addenda to potential bidders who receive a bid package from other sources.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

**4. PROPOSER'S QUESTIONNAIRE**

**RFP #20120002**

**Proposal for Affordable Housing Homeownership and/or Rental for NSP Residential Properties**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, engineer, Surety, Financial Institution, material or equipment manufacturer or distributor, or any person, firm or corporation to provide the City with any pertinent information requested by City deemed necessary to verify the information on this questionnaire.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Name of Organization/Proposer

Submitted by:

\_\_\_\_\_  
Name Title

1. Type of Organization: Corporation, Partnership, Joint Venture, Individual or other (explain)?  
(circle one)
  
2. If a Corporation answer the following:  
When incorporated:  
In what state:  
Names of Officers: President:  
Vice President:  
Secretary:  
Treasurer:

\_\_\_\_\_  
(This is a word document - add as needed.)

**Affordable Housing Homeownership and/or Rental**

3. If a Partnership, answer the following:

Date organization established:  
General or Limited Partnership?  
Name and Address of each partner

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

Address: \_\_\_\_\_

4. Organization's name and main office address, telephone, fax number, and email address, contact person:

5. Organization's previous names, if any:

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

What Year? \_\_\_\_\_

6. How many years has your organization been in business? \_\_\_\_\_

7. Has the applicant organization or corporation refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years; or been declared to be in default in default in any contract or been assessed liquidated damages in the last five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain.

~~(This is a word document - add as needed.)~~

8. List any lawsuits pending or completed involving your applicant organization/corporation.

9. List any judgments from lawsuits in the last five (5) years:

## Affordable Housing Homeownership and/or Rental

10. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

### **Rentals:**

11. Does your organization plan to rent or sell the unit(s) to eligible households? Rent \_\_\_\_ Sell \_\_\_\_  
OR Applying to do both? \_\_\_\_  
(If you checked "Rent" or "Applying to do both" go to # 12; if you checked "Sell" skip to Homeownership and begin answering questions at #17.)
12. List your past experience with affordable rentals including the # of units and the # of years managed or owned giving the income levels. (Include as the landlord the responsibilities for the rental and maintenance of the property):
13. How does your organization as owner /landlord plan to market/select renters for the unit(s)?
14. List the way(s) your organization can provide financial and/or supportive services to assist renters as needed:
15. List your organization's plan(s) for maintenance of the rental property both inside and outside specifying whether the work is being done in-house or is being subcontracted. Explain how you will assure that the rental unit will not adversely impact the neighborhood where it is located:
- ~~(This is a word document - add as needed)~~
16. If your organization will rent the unit(s), List how your organization will meet budget based on the rent itself or list other sources of income that are available to supplement the rent:

### **Homeownership**

(Attach a copy of your proposed budget based upon a 2 bedroom/2 bathroom home with a sales price/appraised value of \$65,000 to be sold to low income families.)

**Affordable Housing Homeownership and/or Rental**

- 17. Explain any past experience with affordable homeownership (acting as a lender responsible for collection of mortgage payments and servicing of loan):
  
- 18. How does your organization plan to market/select low income homebuyers for the unit(s)?
  
- 19. List the credit criteria that you have used or will use to select the low income homebuyers for purchase of the unit(s).
  
- 20. List your organization's steps to provide financial and/or supportive services to assist homebuyers to stay on track with their monthly payments:
  
- 21. List your organization's processes for educating the homebuyers to maintain the home. List any provision(s) for funding of repairs if the homeowner does not have funds to repair, when necessary.

**(This is a word document - add as needed)**

**ADDENDUM ACKNOWLEDGMENT** - Submitter acknowledges that the following addenda have been received and are included in his/her proposal:

<b>Addendum Number</b>	<b>Date Issued</b>

**CONTRACT** - Proposer agrees to comply with all requirements stated in the specifications for this RFP.

**CERTIFICATION:**

This RFP is submitted by I, \_\_\_\_\_ am an officer/agent of the above firm duly authorized to sign proposals and enter into contracts. I certify that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP.

**Proposer has read and accepts the terms and conditions as set forth in the Sample Developer Contract:**

\_\_\_\_\_  
Signature Title

If a corporation renders this RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this RFP shall attach to this form evidence of legal authority.

**Witnesses:**

**Developer:**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

\_\_\_\_\_  
**(CORPORATE SEAL)**

*BALANCE OF PAGE INTENTIONALLY LEFT BLANK*

**(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)**

**DEVELOPER CONTRACT BETWEEN  
CITY OF PORT ST LUCIE, FLORIDA AND**

**REGARDING**

**AFFORDABLE HOUSING HOMEOWNERSHIP AND/OR RENTAL  
FOR  
THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

**THIS CONTRACT** (the "Contract") is entered into this \_\_\_\_ day of \_\_\_\_, 2012 by the City of Port St. Lucie, Florida, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984, (hereinafter referred to as the "City") and \_\_\_\_, a \_\_\_\_, whose post office address is \_\_\_\_, Florida \_\_\_\_, (hereinafter referred to as "Developer").

**RECITALS**

**WHEREAS**, City is the recipient of Neighborhood Stabilization Program (NSP) funds from the Department of Housing and Urban Development (HUD) under the authority of sections 2301-2304 of the Housing and Economic Recovery Act (HERA) of 2008, which appropriates funding for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act), and

**WHEREAS**, the City has received a HUD executed grant contract which designated the City as a NSP recipient for the purpose of administering NSP-eligible activities within the City; and

**WHEREAS**, Developer represents that it is fully qualified as a contractor/developer and non-profit corporation; possesses the requisite skills, knowledge, qualifications and experience to provide services identified herein; and does offer to perform such services set forth in this Contract; and

**WHEREAS**, the City has a need for such services and does hereby accept Developer's proposal to support the NSP by providing housing assistance to eligible

renter households who qualify as  at low income  moderate income.

homebuyers qualify as low income;

**WHEREAS**, the parties desire to enter into this contract in order to assist with the administration and implementation of the City's NSP program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and contracts herein

contained and other valuable consideration, the receipt of which is hereby acknowledged, the City and Developer do hereby agree as follows:

The above recitals are true and correct and form a material part of this Contract.

**ARTICLE I**  
**DEFINITIONS**

- A. **Appraisal:** An appraisal which meets the criteria specified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA"), as further defined in 49 CFR 24.103.
- B. **Current market appraised value:** The value of a property that is established through an appraisal made in conformity with the appraisal requirements of the URA at 49 CFR 24.103 and completed within sixty (60) days prior to an execution of this Contract by City and Developer.
- C. **HUD:** The United States Department of Housing and Urban Development.
- D. **Low Income:** "Low income" means a household with income that does not exceed fifty percent (50%) of the Area Median Income as determined by HUD with adjustments made for household size.
- E. **Moderate Income:** "Moderate Income" means a household with income that is greater than fifty percent (50%) but does not exceed eighty percent (80%) of the Area Median Income as determined by HUD with adjustments made for household size.
- F. **Project(s):** Activities carried out to meet the objectives of the NSP Program, which may include but are not limited to acquisition, rehab, and resale
- G. **Proposal:** Developer's response to City's NSP RFP
- H. **NSP Targeted Areas:**  
**NSP1:** The City's NSP1 targeted areas are located in the core of the city where the population is most dense and where the data indicate the greatest need. (See NSP1 target area map in Exhibit A). Those census tracts are listed below:

<b>Targeted Census Tracts</b>	
15.03	20.01
16.03	20.02
18.01	20.05
18.02	21.04
20.03	21.05

**NSP3:** The City's NSP3 targeted area is limited to Census Tract 20.05,  
(See NSP3 target area map in Exhibit A).

Other terms used herein shall be defined as they appear under the authority of sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public law 110-289 (July 30, 2008)) (HERA) and the Department of Housing and Urban Development Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees Under the Housing and Economic Recovery Act, 2008, HERA, and under Section 1497 of the

Wall Street Reform and Consumer Protection Act of 2010, the Dodd-Frank Act, (Docket Nos. FR-5255-N-01 and FR-5447-N-01).

**ARTICLE II**  
**DEVELOPER RESPONSIBILITIES**

Developer shall, in a satisfactory and proper manner, as determined by the City, in its reasonable discretion, provide eligible NSP activities as described in more detail below as required under the terms of this Contract, and the HERA and the Dodd-Frank Act and applicable regulations referenced above.

- A. Transfer of Ownership to Developer:** City and Developer shall coordinate closings for the transfer of each property listed in Exhibit B and for the express purpose stated thereon (rental or homeownership) and any additional properties that City determines to be eligible for transfer under the Developer program.

***Houses designated for purchase from Developer*** by a low income homebuyer will be handled as follows:

1. Simultaneous Closing – City, Developer and homebuyer  
City and Developer will coordinate transfer of title with closing of sale to homebuyer. City will Quitclaim to Developer and Developer will convey by Warranty Deed to homebuyer; any and all closing costs will be paid by Developer; or
2. Acquisition by Developer – Subsequent Closing with homebuyer.  
City will convey property by Warranty Deed to Developer. City and Developer agree to include a reversionary clause on the deed which requires Developer to convey property to a qualified homebuyer within \_\_\_\_\_ months, or the property will revert to City as follows:

SUBJECT TO that certain reversionary interest in the Grantor as set forth in paragraph Article II, Part A, Paragraph 2 of the Developer Contract by and between Grantor and Grantee dated \_\_\_\_\_, and attached hereto and made a part hereof as Exhibit "A".

City may extend time allowed to convey property on a case by case basis. Any and all closing costs will be paid by Developer.

***Houses designated for rental from Developer*** will be handled as follows:

Acquisition by Developer. City will convey property by Warranty Deed to Developer. City and Developer agree to record Deed Restrictions (attached as Exhibit C) that require Developer to ensure that the residential unit remains occupied by and affordable to low or moderate income residents (if allowed) and maintain the property in good repair for a period of 25 years from the date of transfer. If property is refinanced or sold within the 25 years, a prorated amount based on the amount the City paid for the property plus

repair/rehab costs or the appraised value, whichever is less, will be due and payable. Any and all closing costs will be paid by Developer.

- B. Purchase of Homes by Qualified Homebuyer(s):** For projects involving purchase of homes from Developer by qualified homebuyer(s), Developer shall assist the City and be responsible for functioning as first mortgage lender and loan servicer for single-family residential properties that have been purchased by City and rehabilitated in conformance with City's NSP Plan. These homes shall be donated to Developer and used to provide homeownership opportunities for low income individuals or families.

The major tasks which Developer shall perform in connection with this responsibility shall include, but shall not be limited to the following:

1. Marketing to Eligible Homebuyers

City and Developer shall initiate a comprehensive marketing strategy to attract eligible homebuyers. At a minimum, this strategy shall utilize \_\_\_\_\_ Developer's standard marketing procedures (including current waiting list, if applicable); the City's web site and local media may also be utilized. Realtors may be requested to refer eligible households in the same manner as the standard NSP program allows. Former applicants for the City's NSP program may be contacted to see if they would qualify under the Developer's credit requirements.

2. Home Buyer Education/Counseling

As a pre-condition to conveying a home to a homebuyer, Developer shall require homebuyers to participate in an eight (8) hour homebuyer education program conducted by a HUD certified homebuyer education counselor and meeting NSP requirements. Sessions shall provide an opportunity for potential homebuyers to secure a comprehensive understanding of the home buying process. Program may be provided by City under its regular NSP homebuyer education program or by Developer under a program approved by City and eligible under NSP.

3. Application Intake

Developer shall prequalify each potential homebuyer and collect all needed information in order to assess the potential homebuyer's financial situation and ensure that houses assisted with NSP funds are ultimately transferred to low income individuals and families. See Exhibit D for current income limits, which are subject to change. Homebuyer financial information, including a copy of the proposed notes and mortgages, shall be provided by Developer to the City which shall utilize the information for prequalifying and shall subsequently verify and approve of each potential homebuyer and terms of Developer's loan before sale to client.

4. Contracts for Sale of Properties

Once a potential homebuyer has been pre-qualified and approved and documents are approved by City, Developer shall execute a contract for sale and purchase that is no more than the City's cost to acquire plus rehab the property or the current market appraised value, whichever is less. Developer shall execute a contract with homebuyer

for the approved purchase price. Said contract shall also contain the amount and terms of the homebuyer's note and mortgage which has been reviewed and approved by the City.

5. Closing on the Sale of Properties

The property shall be conveyed by Developer to a qualified homebuyer. The Homebuyer shall execute a promissory note and a mortgage securing said note in favor of Developer in accordance with this Contract. The amount and term of the mortgage and note shall be based on the homebuyer's debt-to-income ratio pursuant to criteria established by Developer (Exhibit E) and the note shall bear no interest provided homebuyer complies with the terms of the note and mortgage. The mortgage shall be recorded in the public records of St Lucie County by the closing agent as an encumbrance against the property conveyed to the homebuyer by Developer. The difference between the first mortgage in the form of Exhibit F and the sales price or current market appraised value, whichever is less, will be secured by a silent second mortgage in favor of Developer in the form of Exhibit G which shall be recorded at the time of closing to ensure long term affordability of the home.

6. Developer Activities after Sale of Properties

In addition to identifying eligible borrowers and providing the mortgage at closing, Developer shall collect mortgage payments and provide client services to keep the household in the home and on track with payments and home maintenance.

7. Reuse of Monthly Mortgage Payments

Developer shall retain up to fifteen percent (15%) of each mortgage payment in order to administer NSP responsibilities listed above, including collection of mortgage payments and provision of client services to keep the family on track with housing payments, etc. It is recognized that there may be times when homebuyers will require help with maintenance and/or repair of the home or lowering of mortgage payments to assist with a financial crisis. It is understood that mortgage funds collected by the Developer may be used for this purpose. Developers may also provide energy saving retrofits if there is sufficient funding remaining. Remaining funds from mortgage payments may be used to assist the Developer to participate in NSP activities or continue with its normal low/moderate income housing activities.

- C. **Rental of Homes by Qualified Homebuyer(s):** Developer shall assist the City and be responsible for functioning as an owner/landlord in order to rent single-family residential properties that have been purchased by City and rehabilitated in conformance with City's NSP Plan. These homes shall be provided by Developer for long-term rental to qualified families who qualify as  low income adjusted to household size (moderate income units may be provided on a case by case basis). The major tasks which Developer shall perform in connection with this responsibility shall include but shall not be limited to the following:

1. Marketing to Eligible Tenants

Developer shall initiate a comprehensive marketing strategy to attract eligible

homebuyers. At a minimum, this strategy shall utilize Developer's standard marketing procedures (including current waiting list, if applicable); local media may also be utilized. At no time will Developer market or rent to households exceeding the approved income limits in paragraph C above. See Exhibit D for current income limits. Updated income limits are available each year, usually in December and are the responsibility of the developer to obtain.

**2. Application Intake**

Developer shall prequalify each potential tenant and collect all needed information in order to assess the potential renter's financial situation and ensure that houses assisted with NSP funds are ultimately rented to individuals and households whose income does not exceed the limitations in paragraph C above. Renter financial information shall be provided by Developer to the City which shall utilize the information for prequalifying and shall subsequently verify and approve of the initial renter household. Subsequent renters do not require verification by the City but must be eligible according to income limits at the time of initial rental of the property.

**3. Collection of Rents**

Developer shall collect rents each month according to the City's maximum rental requirements. The City of Port St. Lucie considers rents for low income households to be affordable when household rent payments do not exceed HUD-defined Fair Market Rent Limits and rent payments added to a household utility allowance do not exceed thirty percent (30%) of the household's adjusted income. The table below provides HUD-defined rent limits for Port St. Lucie for 2012.

Efficiency	1 BR	2 BR	3 BR	4 BR
\$737	\$739	\$936	\$1,237	\$1,275

Updated tables should be obtained from the City each year, as required.

**4. Reuse of Monthly Rent Payments**

Developer shall retain up to fifteen percent (15%) of each rent payment in order to administer NSP responsibilities listed above, including identifying eligible renters, collecting rent payments; and providing client services to keep the family on tract with rent payments, etc. Additional funds from rental payments may be spent for property insurance, maintenance of property and energy improvements, if funds are available. If Developer receives rent payments from more than one house provided under the NSP program, funds may be used for all NSP houses; as they need maintenance or energy saving retrofits.

**ARTICLE III**  
**CITY RESPONSIBILITIES**

City is responsible for the following tasks and deliverables:

**Affordable Housing Homeownership and/or Rental**

- A. City shall furnish Developer with information upon request that affects the projects, including but not limited to income and rent limits.
- B. Homebuyer Counseling – City will contract with one or more agencies that are qualified to provide pre-purchase counseling and homebuyer education to prospective homebuyers and will notify Developer of approved counselors so that the Developer can refer buyers. As an alternative, City may approve of Developer's homebuyer counseling program.
- C. Note and Mortgage – City has approved of current notes and mortgages attached to this contract as Exhibits F and G. If Developer ceases to use approved forms, City must approve of revised or new documents.

**ARTICLE IV**  
**PROGRAM REQUIREMENTS**

- A. Developer agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the HUD regulations concerning CDBG, Title III of Division B of the Housing and Economic Recovery Act of 2008 and all, federal regulations and policies issued pursuant to these regulations.
- B. No properties shall be reserved in favor of Developer prior to the effective date of this Contract.

**ARTICLE V**  
**RECORD KEEPING**

- A. Developer shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households for homebuyers and initial renters in order to determine low income benefit in a cumulative and individual manner. Income documentation, if required by City, shall be in a form consistent with NSP requirements.
- B. Developer shall maintain separate general ledger accounts for each individual property transferred from City under the NSP program, showing Developer's fee retained and monies spent so that all disbursements with regard to each such property can be reconciled if requested by City.
- C. All original records pertinent to this Contract shall be retained by Developer for five (5) years following the date of termination of this Contract, with the following exception:

Documents imposing recapture/resale restrictions must be retained for five years after the affordability period terminates. If any litigation, claim or audit is started before the expiration of the five (5) year period and extends beyond the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records

have been resolved.

All original records pertinent to this Contract shall be retained by Developer for five (5) years

**ARTICLE VI**  
**TERM AND TERMINATION**

- A. The initial term of this Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_. The term of this contract may be extended for an additional six (6) months provided the Director of Community Services or designee and Developer mutually agree to the extension in writing.
- B. In accordance with 24 CFR 85.44, this Contract may be terminated in whole or in part for convenience by either party upon thirty days (30) written notification to the other. Termination for convenience shall not apply to provisions in this Contract that require compliance with laws, regulations or ordinances, records retention or to the provision of service to low income persons or other specified beneficiaries.
- C. In accordance with 24 CFR 85.43, City may suspend or terminate this Contract in whole or in part for cause upon seven (7) calendar days notice in writing to Developer. Cause, which shall be determined by City, includes but is not limited to a) failure to comply with the terms and conditions of the Contract, b) refusal to accept conditions imposed by NSP pertaining to activities covered by this Contract, c) submittal to the City of documentation which is incorrect or incomplete in any material respect, or d) changes in Federal or State law or the availability of grant funds or properties as identified in Article 4 of this Contract, which render the project impossible or infeasible.
- D. In the event of default, lack of compliance or failure to perform on the part of the Developer, City reserves the right to exercise corrective and/or remedial actions. These actions may include but are not necessarily limited to the following: a) requesting additional information from Developer to determine reasons for and/or extent of noncompliance or lack of performance; b) issuing a written warning advising Developer of deficiency and that the possibility of more serious sanctions if situation is not remedied; c) advising Developer to suspend, discontinue incurring costs for activities in question; d) withholding payment for services provided; or advising Developer to reimburse City for amount of costs incurred for any items determined ineligible.

**ARTICLE VII**  
**COMPLIANCE WITH APPLICABLE LAWS**

- A. Developer shall comply with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to, those incorporated by reference or stated in this Contract.

- B. Developer shall avoid any action, which may result in or create the appearance of conflict of interest in accordance with the provisions of 24 CFR 570.611.
- C. Developer agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the provisions specified in 24 CFR 570.200(J).
- D. Developer agrees that no federally appropriated funds shall be paid by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of the United States Congress, an officer or employee of The United States Congress, or any employee of a Member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
- E. Developer agrees that if any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the United States Congress, an officer or employee of the United States Congress, or an employee of a Member of the United States Congress in connection with this federal grant, it shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

**ARTICLE IX**  
**GENERAL CONDITIONS**

- A. **Indemnity**  
To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of, or resulting from the performance of its operations under this Contract.
- B. **Assignment and Subcontracts**
  - 1. Developer shall not assign any rights or duties under this Contract to any other party without prior written permission of the City. If Developer attempts to assign any rights or duties without the prior written consent of the City, the City may declare this Contract void and Developer must remit to the City all payments made pursuant to and for the term of this Contract.

2. Developer shall not enter into subcontracts for all or any part of the Project conducted under the Contract without obtaining prior written approval of the City, which shall be attached to the original Contract and subject to such conditions and provisions as the City may deem necessary.

G. Other Conditions

1. Any alterations, variations, modifications or waivers of provisions of this Contract shall be valid when they have been reduced to writing duly signed and attached to the original of this Contract. Such amendment(s) are not valid, binding, and enforceable, against the City unless executed by an authorized City representative. The parties agree to renegotiate the Contract if revision of any applicable laws or regulations makes changes in this Contract necessary. However, if any provision of this Contract or the application of such provision should be rendered or declared invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Contract shall remain in full force and effect.
2. This Contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are physically attached. No other contracts, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties hereto.

I. Notices

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by courier or by overnight delivery address as follows:

As to City:

Tricia Swift-Pollard, Community Services Director  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, Florida 34984  
Telephone: 772-871-5264 Fax: 772-344-4340  
Email: [triciap@cityofpsl.com](mailto:triciap@cityofpsl.com)

As to Developer:

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officials.

CITY OF PORT ST LUCIE, FLORIDA

City of Port St. Lucie

BY: \_\_\_\_\_  
(Name)

TITLE: \_\_\_\_\_  
City Manager

ATTEST:

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
(Name)

TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST LUCIE

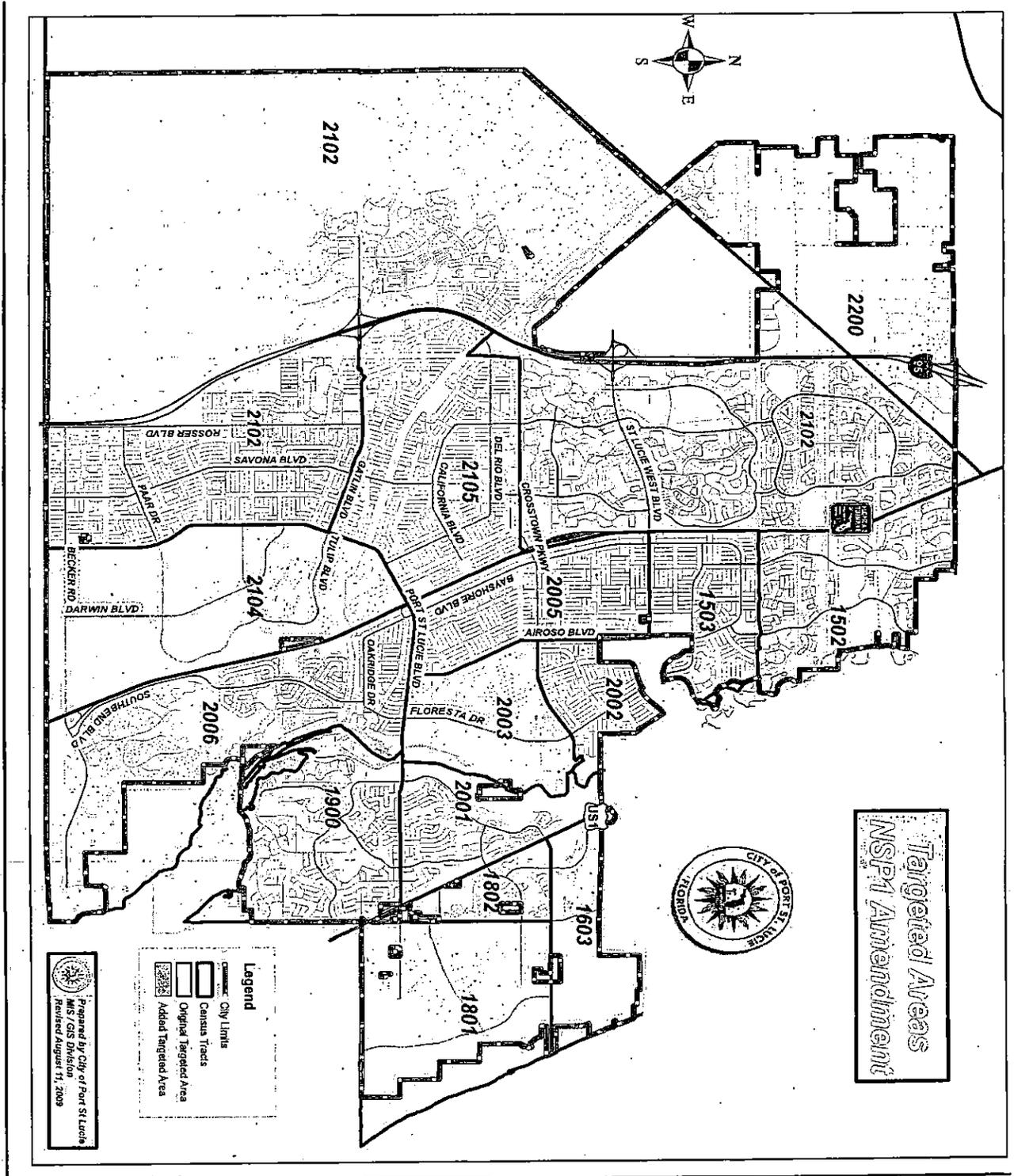
The aforesaid instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_, as identification.

[NOTARY SEAL]

Signature of Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ Printed name: \_\_\_\_\_

### EXHIBIT A TARGET AREA MAPS



**EXHIBIT B**  
NSP PROPERTY THAT MAY BE AVAILABLE TO BE TRANSFERRED  
SUBJECT TO CHANGE

<b>Address</b>	
119 SW Carter Ave	- 3 bedrooms
583 SW Greenway Ter	- 2 bedrooms
333 SW Belmont Cir	- 2 bedrooms
1342 SE Roanoke St	- 2 bedrooms

**EXHIBIT C**

**RESTRICTIONS REQUIRED FOR RENTAL PROPERTIES**

**(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)**

**City of Port St. Lucie  
NSP Rental Property**

**DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants ("Declaration") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, "OWNER," in favor of the **City of Port St. Lucie**, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY").

WHEREAS, OWNER is the fee title owner of that certain real property legally described in Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, OWNER hereby covenants that: (a) OWNER is lawfully seized of said Property in fee simple; (b) the Property is free and clear of all liens and encumbrances that are inconsistent with the terms of this Declaration; (c) OWNER has good right and lawful authority to make this Declaration; and (d) OWNER agrees to fully warrant and defend title to the Property against the claims of all persons whomsoever; and

WHEREAS, OWNER intends to lease an affordable housing unit on the Property ("Unit") to an eligible household and has signed a Developer Contract with CITY that allows for said Property to be used for that purpose; and

WHEREAS, CITY requires the rental of the Property be made subject to the covenants, conditions, restrictions and other requirements, as set forth herein (collectively, "Restrictions").

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, OWNER hereby declares that the Property shall be held, transferred, sold, conveyed, used and improved subject to these Restrictions in favor of the CITY, all as hereinafter set forth:

1. Incorporation of Recitals and Defined Terms. The recitals, including all defined terms, set forth above are true and correct and are incorporated herein by reference as if set forth in full herein.

2. Restrictive Covenants. OWNER hereby declares that the Property shall be subject to the following Restrictions:

(a) Property Use. The Property shall be used solely for residential purposes. The Property may not be used for any non-residential purposes whatsoever, except.

(b) Lease of Property. The Property shall be leased for a period not less than one year and remain occupied by persons who meet the criteria set forth in Items (1) and (2) below.

(1) The Tenants shall consist of one or more natural persons or a family that has a Total Annual Gross Household Income that does not exceed  50 percent  more than 50 percent up to 80% of the median annual income adjusted for family size for households within the Port St. Lucie Metropolitan Statistical Area (MSA).

(2) In general, the Tenant shall have monthly rental payments, including utilities, that do not exceed HUD defined Fair Market Rent Limits for Port St. Lucie and are not more than 30 percent of said Tenant Household's adjusted income as defined under HUD's Section 8 program.

(c) Insurance and Maintenance of Property. OWNER shall ensure that Property is insured and maintained and so that the exterior of the Unit located on the Property is in good repair, including, but not limited to, painting, landscaping and lawn maintenance, as necessary. OWNER shall maintain or ensure that the Tenant maintains the Property and the Unit built thereon in accordance with the applicable laws, regulations and ordinances of the CITY.

(d) Refinance or Sale of Property. City must approve of any sale or refinancing of the Property occurring prior to the end of the twenty five (25) year affordability period. Approval may be granted if the Declarant will use the funds obtained from the sale or refinancing to reinvest in affordable housing for low to moderate income households.

In the case of an unapproved sale or refinancing of the Property prior to the end of the twenty five (25) year affordability period, a prorated amount equal to the sales price of \_\_\_\_\_ and \_\_\_\_/100 Dollars (\$\_\_\_\_), with 0% interest thereon, shall be due and payable to the NSP Revenue Fund or, if the fund is no longer available, to the Community Development Block Grant (CDBG) program income fund of the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. The amount owed shall be reduced by four percent (4%) on the anniversary date of the conveyance of Property and every year thereafter as long as the Property is in compliance with these restrictions or other legally enforceable retention contracts or mechanisms incorporating the income-eligibility and affordability restrictions committed to herein for the duration of the twenty five (25) year period;

3. Property as Servient Estate; Term of Restrictions; Termination. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the CITY shall be the dominant tenement. The Restrictions shall run with the Property and be binding on all persons acquiring title to the Property, or any portion thereof, and all persons claiming under them, until that date which occurs twenty-five (25) years following the date of recordation of this Declaration ("Termination Date"). On the Termination Date, this Declaration shall terminate without any required action by OWNER or CITY.

4. Parties. When used herein, the term "CITY" shall mean City of Port St. Lucie, Florida, its successors and assigns. The term "OWNER" shall mean the person or persons holding interests of record to the Property or any portion of the Property, their heirs, personal representatives, and assigns.

5. Enforcement by CITY. The CITY is the beneficiary of these Restrictions, and as such, the CITY may enforce these Restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.

6. Waiver; Modification; Invalidation; Construction; Venue. Any failure of the CITY to enforce these Restrictions shall not be deemed a waiver of the right to do so thereafter. No waiver, modification or termination of this Declaration (except upon the Termination Date, when no action is required to be taken by the OWNER or CITY to terminate this Declaration) shall be effective unless contained in a written document executed by CITY. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition or provision contained in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any of the other Restrictions herein contained, all of which shall remain in full force and effect. This Declaration shall be construed in accordance with the laws of Florida and venue shall be St. Lucie County, Florida.

7. Recordation. This Declaration shall be recorded in the Public Records of St. Lucie County, Florida.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



**EXHIBIT D**

**2012  
INCOME GUIDELINES**

Household Size	Low	Moderate
1	\$19,950	\$31,950
2	\$22,800	\$36,500
3	\$25,650	\$41,050
4	\$28,500	\$45,600
5	\$30,800	\$49,250
6	\$33,100	\$52,900
7	\$35,350	\$56,650
8	\$37,650	\$60,200

**DEFINITIONS:**

**LOW:** Households whose incomes do not exceed fifty (50) percent of the median household income of the area, as determined by HUD with adjustments for smaller and larger families.

**MODERATE:** Households whose incomes is greater than fifty (50) percent but does not exceed 80 percent of the median household income of the area, as determined by HUD with adjustments for smaller and larger families.

**NOTE:** The incomes provided by HUD are subject to change.

**EFFECTIVE:** Income data effective as of 12/01/12.

**EXHIBIT E**  
**DEVELOPER CRITERIA FOR ESTABLISHING MORTGAGE PAYMENTS**  
**TO BE ADDED FROM DEVELOPER'S PROPOSAL**

**EXHIBIT F**  
**DEVELOPER FIRST MORTGAGE AND NOTE**  
TO BE ADDED FROM DEVELOPER'S PROPOSAL

**EXHIBIT G**  
**DEVELOPER SECOND MORTGAGE AND NOTE**  
**TO BE ADDED FROM DEVELOPER'S PROPOSAL**

**CHECKLIST**

**RFP #20120002**

**Proposals for Affordable Housing Homeownership and/or Rental**

Name of Proposer: \_\_\_\_\_

This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their RFP proposal response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the RFP in its entirety.

\_\_\_\_\_ Mailing envelope has been addressed to:  
City of Port St. Lucie  
Office of Management & Budget  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984

\_\_\_\_\_ Mailing envelope must be sealed and identified with:

• Proposer's Name and Address	• Proposal Number
• Proposal Opening Date and Time	• Proposal Title

\_\_\_\_\_ Each Proposal Addendum (when issued) is acknowledged.

\_\_\_\_\_ Proposer's Questionnaire:

\_\_\_\_\_ Proposed Budget for Homeownership (asked for in questionnaire.)

\_\_\_\_\_ Copies of the Developer's First and Second Mortgage and Note

\_\_\_\_\_ Developer criteria for establishing mortgage Payments

\_\_\_\_\_ 501(c)(3) Designation

\_\_\_\_\_ Proposer reviewed the Sample Contract and accepts all City Terms and Conditions contained therein.

\_\_\_\_\_ Proposer has included one (1) UNBOUND original and eleven (11) BOUND copies of required documents along with all documents uploaded on one included disc.

\_\_\_\_\_ Copy of the Checklist with all items checked and included.

**THIS FORM SHOULD BE RETURNED WITH YOUR PROPOSAL**

**Addendum #2**  
**RFP 20120002**  
**Affordable Housing Homeownership and/or Rental for**  
**Neighborhood Stabilization Program Residential Properties**  
**May 15, 2012**

The Evaluation Committee meeting scheduled for May 16, 2012 @ 1:00pm has been cancelled. A new meeting will be scheduled in the near future.

**NOTE: The bid opening date has been changed to May 18, 2012 @ 3:00PM.**

Instructions to Bidder: Each bidder MUST acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

**Addendum #1**  
**RFP 20120002**  
**Affordable Housing Homeownership and/or Rental for**  
**Neighborhood Stabilization Program Residential Properties**  
**May 4, 2012**

The RFP proposal submittals has been extended to: 3:00:00PM on May 18, 2012

The location of the opening has not been changed.

**NOTE: The bid opening date has been changed.**

Instructions to Bidder: Each bidder MUST acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal to be accepted.

Foreign Account Number : 11515278

Ad # : 2385759

Ad Net Cost : \$34.09

Name (Primary) : CITY OF PORT ST. LUCIE

Company (Primary) : CITY OF PORT ST. LUCIE

Street 1 (Primary) : 121 SW PORT ST. LUCIE BLVD

City (Primary) : PORT ST LUCIE

State (Primary) : FL

ZIP (Primary) : 34984

Phone (Primary) : (772) 344-4390

Class Code : 9418SC - Request for Bid

Start Date : 4/4/2012

Stop Date : 4/4/2012

Prepayment Amount : \$0.00

Ad Sales Rep. : 190 - Barbara Wentzel

Width : 1

Depth : 43

-----  
REQUEST FOR  
PROPOSALS

Request for Proposals  
# 20120002 for Affordable Housing  
Homeownership and/or Rental for Neighborhood  
Stabilization Program Residential Properties  
will be received by the City of Port St.  
Lucie, in the Office of Management & Budget,  
3rd Floor, Suite 390, Bldg "A" of the  
Municipal Complex located at 121 SW  
Port St. Lucie Blvd., Port St. Lucie, FL  
34984-5099, until 3:00 p.m. on May 4,  
2012. Bid documents may be obtained  
from DemandStar by Onvia, telephone  
(800) 711-1712, or from the Office of  
Management and Budget. Bid packages  
received from any other source is  
at vendor's risk.

Publish: April 4, 2012  
2385759

**Jim Pritchard**

---

**From:** Wentzel, Barbara [Barbara.Wentzel@scripps.com]  
**Sent:** Friday, March 30, 2012 9:13 AM  
**To:** Jim Pritchard  
**Subject:** AD #2385759  
**Attachments:** Classified Ad \_ 2385759.pdf

Your ad will publish in the ST. LUCIE NEWS TRIBUNE for St. Lucie County on 4/4/12.

Please review this proof prior to publication and e-mail or fax me any changes/corrections immediately.

When referring to this ad, please always use the ad number. Thank you.

**Barbara Wentzel**  
**Classified Legal Advertising St. Lucie County**  
**1939 South Federal Highway**  
**Stuart, FL 34994**

**E-mail: [barbara.wentzel@scripps.com](mailto:barbara.wentzel@scripps.com)**  
**[stlucielegals@scripps.com](mailto:stlucielegals@scripps.com)**

**772-692-8966 (Direct) 772-600-1450 (Fax)**

**[www.tcpalm.com/legalinfo](http://www.tcpalm.com/legalinfo)**

**PLEASE NOTE: Deadline to place a legal notice is**  
**3:00 PM - 4 BUSINESS DAYS (Monday - Friday) prior to publication (excludes NOS).**  
**DEADLINES WILL CHANGE DURING HOLIDAYS. PLEASE CHECK NEWSPAPER FOR**  
**DEADLINES.**

**Jim Pritchard**

---

**From:** Cipriani, Sherri [sherri.cipriani@scripps.com]  
**Sent:** Thursday, March 29, 2012 11:32 AM  
**To:** Jim Pritchard  
**Subject:** RE: RFP #20120002-01

*Received, thanks!*

*Sherri Cipriani*  
**Inside Sales & Recruitment Manager**  
☎ **Office: 772-223-4738**  
**Fax: 772-600-1448**  
**Email: [Sherri.cipriani@scripps.com](mailto:Sherri.cipriani@scripps.com)**

 **SCRIPPS Media**  
Targeted Audience Solutions

**TCPALM.COM | monster®**



***Our greatest weakness lies in giving up. The most certain way to succeed is always to try just one more time. ~ Thomas A. Edison***

---

**From:** Jim Pritchard [mailto:JPritchard@cityofpsl.com]  
**Sent:** Thursday, March 29, 2012 11:11 AM  
**To:** TCNStLucieLegals  
**Subject:** RFP #20120002-01

Please run the attached legal advertisement on 4/4/12 and provide a proof.

James Pritchard: CPPB  
Contracted Grant Procurement Specialist  
p (772) 873-6338  
f (772)871-7337

**Jim Pritchard**

---

**From:** Jim Pritchard  
**Sent:** Thursday, March 29, 2012 11:11 AM  
**To:** 'stlucielegals@scripps.com'  
**Subject:** RFP #20120002-01  
**Attachments:** 20120002-01.doc

Please run the attached legal advertisement on 4/4/12 and provide a proof.

James Pritchard, CPPB  
Contracted Grant Procurement Specialist  
p (772) 873-6338  
f (772) 871-7337