

8. Consideration to approve State Housing Initiatives Partnership (SHIP) Program funds for Demolition & Reconstruction of single-family home located at 2254 Washington St. NE, Palm Bay, Florida 32905 to preserve affordable housing (\$308,989).



## LEGISLATIVE MEMORANDUM

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Suzanne Sherman, City Manager

**THRU:** Ibis Berardi, Community & Economic Development Assistant Director

**DATE:** September 19, 2024

**RE:** Consideration to approve State Housing Initiatives Partnership (SHIP) Program funds for Demolition & Reconstruction of single-family home located at 2254 Washington St. NE, Palm Bay, Florida 32905 to preserve affordable housing (\$308,989).

### SUMMARY:

The City of Palm Bay's SHIP Local Housing Assistance Plan (LHAP) for fiscal years 2023-2024, 2024-2025 and 2025-2026, was adopted by Resolution 2023-13 on April 20, 2023. Established strategy Section II, C. Code 4 Demolition/Reconstruction, allows for the demolition and reconstruction of single-family properties for income-eligible households, with a maximum award of \$349,000.

The City of Palm Bay provided SHIP funding assistance in the amount of \$25,230 to the property located at 2254 Washington St NE, Palm Bay, FL 32905 in 1998. The property was placed on the SHIP waitlist in 2019 for additional funding assistance. However, the City-adopted LHAP at that time allowed for only one (1) mortgage, and the property was denied for assistance on September 27, 2019. The mortgage was paid off in full on February 6, 2020. The Property was placed back on the waitlist in 2020. In 2021, the contracted inspector, Green Leaf Home Inspections deemed the structure needed significant rehabilitation beyond the maximum award amount under the SHIP program. The City later updated the SHIP LHAP increasing the SHIP Rehab award amount and included a Demo/Reconstruction Strategy. Green Leaf Home Inspections recommends the property be considered eligible under the SHIP Demo/Reconstruction Progra.

On May 3, 2024 the City released the Bid package through Vendor Link for the Demo/Reconstruction of 2254 Washington St. NE, Palm Bay, FL 32905. On June 3<sup>rd</sup>, 2024 the City received one (1) bid, which was over the maximum award amount per the LHAP. Staff spoke with multiple developers who viewed the bid in Vendor Link but did not bid. Developers advised the 30-day period to provide a bid was not sufficient time.

On June 24, 2024 the City released the Bid package through Vendor Link for a second time, with a closing date of August 8, 2024 to allow developers 45-days to provide a complete bid. On August 8, 2024 two (2) bids were received. OTD Development Group, LLC submitted a proposal using the May 3<sup>rd</sup>, 2024 bid package, but staff determined the proposal to be ineligible, as it did not include the updated bid changes made on the second release of bid package on June 24, 2024. JJ's Design and Construction, Inc submitted a proposal in the amount of \$308,989 and was determined to be the lowest, qualified bidder.

The timeline for demolition and reconstruction is approximately nine (9) months for the two (2) bedroom structure located at 2254 Washington St NE. Palm Bay, FL 32905. This household is a SHIP income eligible applicant, at less than 30% area median income (AMI), characterized as an elderly household. Upon completion of the new demo/reconstruction, the City will record a subordinated mortgage lien/note, to include a 30-year affordability period, in accordance with Section II, C., Code 4, of the City's adopted SHIP LHAP. In cases where qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an income-eligible heir who must occupy the home as a primary residence. If the legal heir is not income-eligible or chooses not to occupy the home, the outstanding balance of the loan will be due immediately and payable in-full.

**REQUESTING DEPARTMENTS:**

Community & Economic Development

**FISCAL IMPACT:**

If approved, SHIP program funds totaling \$308,989 will be appropriated to account 111-3411-554-3807 and included on the next available Budget Amendment.

**STAFF RECOMMENDATION:**

1) Motion to approve \$308,989 in SHIP program funds for the demolition/reconstruction of a single-family home at 2254 Washington St NE., Palm Bay FL, 32905 and 2) authorize the City Manager to execute agreements with homeowner and contractor.

**ATTACHMENTS:**

1. SHIP Local Housing Assistance Plan FY 2023-2024, 2024-2025 and 2025-2026
2. JJ's Design and Construction Proposal, 8 August 2024
3. Green Leaf Home Inspections – 2254 Washington Street NE
4. Brevard County Property Appraiser, 2254 Washington St, NE Palm Bay, FL 32905



**City of Palm Bay**



**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2023-2024, 2024-2025, 2025-2026**



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D. Signed LHAP Certification	
E. Signed, dated, witnessed or attested adopting resolution	

### I. Program Details:



**A. LG(s)**

Name of Local Government	City of Palm Bay
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

**B. Purpose of the program:**

- To meet the housing needs of very low, low, and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan:** 2023-2024,-2024-2025, 2025-2026

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:



1. Very low-income
2. Special Needs until the 20% threshold is met
3. Low-income
4. Moderate-income

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	
Local HFA Numbers	X

- M. Income Limits, Rent Limits, and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

*"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments



shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:** “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:** “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All Strategies Other than Down Payment Assistance	10%
Third Party Entity/Sub-recipient	Down Payment Assistance Program Strategies	0%

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*
- S. Project Delivery Costs:** Project delivery costs for the Rehabilitation strategy will include inspections, work write-ups/cost estimates, and constructions inspections. Not to exceed 5 % of project cost.





**T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school districts, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

**U. Describe efforts to incorporate Green Building and Energy Saving products and processes:**

1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint );
2. Low-flow water fixtures in bathrooms – Water Sense labeled products or the following specifications:
  - a. Toilets: 1.6 gallons/flush or less,
  - b. Faucets: 1.5 gallons/minute or less
  - c. Showerheads: 2.2 gallons/minute or less;
3. Energy Star-qualified refrigerator or;
4. Energy Star-qualified dishwasher, if provided;
5. Energy Star-qualified washing machines, if provided in units;
6. Energy Star-qualified exhaust fans in bathrooms
7. Air Conditioning: Minimum SEER of 14 Packaged units are allowed in studios and one-bedroom units with a minimum of 14 SEER

**V. Describe efforts to meet the 20% Special Needs set-aside:** The City will continue to work with Aging Matters, Inc. and Helping Seniors of Brevard, Inc., both local elderly/disabled services agencies to receive qualified referral of households containing an adult member with special needs and/or other disability for its Special Needs Rehabilitation Program.

**W. Describe efforts to reduce homelessness:** The City of Palm Bay routinely works and coordinates homeless efforts with Brevard Homeless Coalition (BHC), a non-profit organization whose mission is to provide a framework of services to prevent and eliminate homelessness within the City of Palm Bay. Services typically offered are counseling, rental assistance and purchase assistance which helps individuals to become self-sufficient.

**Section II. LHAP Strategies:**

<b>A. Purchase Assistance with Rehabilitation</b>	<b>1</b>
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a. Summary: This strategy will assist First-time homebuyers, as defined under Program Details item R, with down payment and/or closing cost assistance to ensure affordable first mortgage loan payments. The award includes the cost of repairs.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026



- c. Income Categories to be served: Very low, low, and moderate
- d. Maximum award: \$75,000, includes necessary Down Payment Assistance and any cost of repairs.
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: deferred loan secured by a recorded Mortgage and Note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 15
  - 4. Forgiveness: Loan is forgiven one fifteenth (1/15<sup>th</sup>) per year.
  - 5. Repayment: None required as long as loan is in good standing.
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where qualifying homeowner(s) dies(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient/Tenant Selection Criteria:
  - 1. Applicants are selected on a first-qualified, first-served basis with priorities as stated in Section I (1) of this plan.
  - 2. The homebuyer is required to obtain first mortgage financing from a mortgage lender.
  - 3. The homebuyer must complete a HUD-certified First-Time Homebuyers education course, in-person where possible, or otherwise online.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Actual assistance will be based on need as determined by the first mortgage lender.  
The property must be eligible as defined in 420.9071 (9) FS.

<b>B. Owner-Occupied Rehabilitation</b>	Code 3
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| <ul style="list-style-type: none"> <li>a. Summary: This Strategy will award loans to assist homeowners with needed repairs. Rehabilitation is defined as repairs or improvements needed for safety and sanitary habitations, and/or correction of substantial code violations.,</li> </ul> |
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$75,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded Mortgage and Note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 10
  - 4. Forgiveness: loan is forgiven one-tenth(1/10<sup>th</sup>) per year.
  - 5. Repayment: None required as long as the loan remains in good standing
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where qualifying homeowner(s) dies(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient/Tenant Selection Criteria: Applicants are selected on a first-qualified, first-served basis with priorities as stated as Section I (1) of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: The property must be eligible as defined in 420.9071 (9) FS.

<b>C. Demolition/Reconstruction</b>	Code 4
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a.	<p>Summary: This strategy awards funds for the demolition and reconstruction of single-family homes. Structures will be demolished and rebuilt in the following cases:</p> <ul style="list-style-type: none"> <li>• Single family properties that are located in a flood zone and have estimated rehabilitation costs exceeding 50% of the assessed value.</li> <li>• Single family properties that are not in a flood zone but are beyond repair and unsafe for human habitation as deemed by the City's Building Official. The property must meet the definition of an unsafe structure as defined by the Florida Building Code § 151.200.</li> </ul>
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$349,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Deferred Loan secured by a recorded Mortgage and Note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 30
  - 4. Forgiveness: No forgiveness for the first 10 years, then 5% forgiven annually from year 11.
  - 5. Repayment: None required as long as the loan is in good standing.
  - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where qualifying homeowner(s) dies(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the City will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient/Tenant Selection Criteria: Applicants are selected on a first-qualified, first-served basis with priorities as stated as Section I (1) of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: The property must be eligible as defined in 420.9071 (9) FS.

<b>D. Emergency Repair</b>	Code 6
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| <ul style="list-style-type: none"> <li>a. Summary: SHIP funds will be used to provide assistance to owner-occupied homes to make emergency repairs. Emergency repairs include damaged roofing that is leaking, damaged windows causing exposure to the elements, electrical problems that may cause a fire hazard and plumbing problems that may be an immediate health hazard to the occupants within the home.</li> </ul> |
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate



- d. Maximum award: \$35,000
- e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded Mortgage and a Note.
  2. Interest Rate: 0%
  3. Years in loan term: 5
  4. Forgiveness: Loan is forgiven one/fifth (1/5<sup>th</sup>) per year.
  5. Repayment: None is required as long as the loan is in good standing.
  6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where qualifying homeowner(s) dies(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient/Tenant Selection Criteria: Applicants are selected on a first-qualified, first-served basis with priorities as stated in Section I (1) of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: The property must be eligible as defined in 420.9071 (9) FS.

<b>E. Disaster Assistance</b>	Code 5, 16
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<p>a. Summary: The Disaster Assistance strategy provides funds to households following a disaster or emergency declared by the President of the United States or Governor of the State of Florida. SHIP disaster funds may be used for items such as, but not limited to:</p> <ul style="list-style-type: none"> <li>• purchase of emergency supplies for eligible households to weatherproof damaged homes;</li> <li>• interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;</li> <li>• construction of wells or repair of existing wells where public water is not available;</li> <li>• payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;</li> </ul>
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- security deposit for eligible recipients that have been displaced from their homes due to disaster;
- rent, utility and mortgage assistance for eligible applicants.
- strategies included in the approved LHAP that benefit applicants directly affected under the Governor's Executive Order.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: \$40,000 for homeowners  
Rental assistance grant maximum: \$15,000

e. Terms:

Terms for homeowners:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded Mortgage and Note for homeowners.
2. Interest Rate: 0%
3. Years in loan term: 5 for homeowners.
4. Forgiveness: Loan is forgiven one-fifth (1/5<sup>th</sup>) per year for homeowners.
5. Repayment: None is required as long as the loan is in good standing for homeowners.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

Terms for Rent Assistance:

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A



- f. Recipient/Tenant Selection Criteria: Applicants are selected on a first-qualified, first-served basis with priorities as stated as Section I (1) of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: All rent, mortgage and utility assistance shall be paid directly to landlord, lender, or utility provider upon receipt and review of monthly bill. If homeowner is insured, proceeds from the insurance must be used first before SHIP funds, except for the payment of deductible.

<b>F. Rental Development</b>	Code 14, 21
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a. Summary: This strategy is designed to provide assistance to eligible sponsor organizations for the production of affordable rental housing. The Strategy will provide for partnering with for-profit affordable housing developers and non-profit sponsor agencies for the construction/ rehabilitation of rental units.
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low
- d. Maximum award: \$100,000 per project. \$100,000 per unit for multifamily, \$50,000 per unit for single family.
- e. Terms:
  1. Repayment loan/deferred loan/grant: This is a deferred loan secured by a Mortgage and a Note.
  2. Interest Rate: 0%
  3. Years in loan term: 15 years
  4. Forgiveness: The deferred loan will be forgiven at the end of the affordability period.
  5. Repayment: None required as long as loan is in good standing.
  6. Default: If the property is sold, transferred or converted to another use before the fifteen-year (15) affordability period, the mortgage may be assumed during the affordability period by non-profit sponsor organization who would comply with the terms of the agreement.
- f. Recipient/Tenant Selection Criteria: Tenants are selected on a first-qualified, first-served basis with priorities as stated in Section I (1) of this plan. If this funding is a match for FHFC application, tenants must be selected based on property's tenant selection plan as approved by FHFC, and the applicable set-aside requirements based on the RFA's requirements.
- g. Sponsor Selection Criteria: Sponsors will be selected through a publicly advertised competitive application process. This process involves a thirty (30) day public notification of the availability of funding, a written application delineating program requirement, a request for proposal (RFP), an open and objective evaluation process and a formal award through a written contract. Sponsor selection outside of the advertised competitive application may be encumbered by the local



government at their discretion when funding is being requested as a match for Florida Housing Finance Corporation or Federal competitive cycles. Eligible sponsors will at a minimum, meet the following criteria:

- a. Eligible sponsors will be a non-profit having obtained official designation as 501(c)(3) and in operation for more than 12 months, a community based organization or a for-profit corporation organized and established under the laws of the State of Florida.
  - b. Eligible sponsors will have an established record of construction and/ or rehabilitation of affordable housing.
  - c. Eligible sponsors will be required to provide substantial evidence of its ability to construct or otherwise deliver a completed project within a reasonable timetable. Preference will be given to non-profit and for-profit organizations, which hire personnel from Welfare Transition, Workforce Development Initiatives and other employment assistance programs.
  - d. The non-profit or for-profit corporation must have financial accountability standards that permit the City of Palm Bay Housing Division to account for and audit SHIP funds
- h. Additional Information: During the affordability period rents cannot exceed the per unit rent limits published by Florida Housing Finance Corporation on an annual basis. Maximum assistance cannot exceed the 25 percent maximum allowable for rental set-aside.

### III. LHAP Incentive Strategies

In addition to the required Incentive Strategy A and Strategy B, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

#### A. Name of the Strategy: Expedited Permitting

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

Established policy and procedures: City of Palm Bay's Code of Ordinances adopted Ordinance 2018-61 providing for expedited permitting and expedited site plan review for affordable housing projects.

The City of Palm Bay clearly identifies affordable housing projects through coordination of the builder / developer and the Housing Division. An email is issued from the Housing Division to the City's Building Division, which identifies the project as affordable and specifically requests expedited processing and issuance of building permits. The Building Division has pledged that all permit applications that are





identified in this manner will receive expedited processing and issuance.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

Established policy and procedures: The City of Palm Bay's Community Development Advisory Board acts in the capacity of a local affordable housing task force that meets as needed to discuss updates on current SHIP Strategies and issues which may affect affordable housing. In addition, this Board may also occasionally review policies, ordinances, regulations, and plan revisions, prior to adoption, that could impact continued production of housing, and more particularly, affordable housing.

C. Other Incentive Strategies Adopted:

- i. The Community & Economic Development Department maintains an inventory of city-owned surplus real estate, some of which may be suitable for affordable housing development projects.
- ii. The City of Palm Bay staff reported potential financial impacts regarding reduction/waiver of impact fees to the AHAC. The City has in place a mechanism whereby a developer can request to enter into a Impact Fee Deferment Agreement. The conditions and timeframe on the deferment is considered on a case-by-case basis.
- iii. The City of Palm Bay currently permits flexibility in densities for all housing, particularly under its Planned Unit Development (PUD) process. The City Council approved Voluntary Inclusionary Zoning Ordinance 2022-73 at their meeting on July 21, 2022, which added a section related to density or intensity bonus incentives or more floor space than allowed under the current or proposed future land use designation or zoning; or greater height, reducing or waiving certain fees; or granting other incentives.
- iv. The City of Palm Bay currently permits accessory residential units in residential zoning districts.
- v. Flexible setback requirements are presently offered to all development upon approval by Planning and Zoning Board and City Council. Council approved Ordinance 2022-73 on July 21, 2022, which allows for an Administrative Variance that involves matters such as setbacks, floor area ratios, frontage requirements, subdivision regulations, height limitations, lot coverage/size restrictions, yard requirements, parking, and other variances which have no relation to change of use of the property in question. An administrative variance may be granted by the City Manager, or designee, as authorized by the procedure set forth and shall be used for a variance from the provisions of this Code limited to improvements existing at the time of application as opposed to planned construction. Administrative variances will not be granted within easements. The maximum amount of the waiver is up to, but not greater than, twenty percent (20%) of



the requirement. As part of the Ordinance a section was added related to Voluntary Inclusionary Housing density or intensity bonus incentives or more floor space than allowed under the current or proposed future land use designation or zoning; or greater height, reducing or waiving certain fees; or granting other incentives.

- vi. The City of Palm Bay currently offers zero-lot-line configurations in its Planned Unit Development (PUD) process.
- vii. The City of Palm Bay has a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

#### IV. EXHIBITS:

##### Required

- A. Administrative Budget for each fiscal year covered in the Plan. **Exhibit A**
- B. Timeline for Estimated Encumbrance and Expenditure. **Exhibit B**
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan. **Exhibit C**
- D. Signed LHAP Certification. **Exhibit D**
- E. Signed, dated, witnessed or attested adopting resolution. **Exhibit E**

**Exhibit A****ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR****Exhibit A (2023)****City of Palm Bay**

Fiscal Year: 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 1,179,099.00
Salaries and Benefits	\$ 114,409.90
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$ 2,000.00
Advertising	\$ 500.00
Other*	\$
Total	\$ 117,909.90
Admin %	10.00%
	<b>OK</b>
Fiscal Year 2024-2025	
Estimated SHIP Funds for Fiscal Year:	\$ 1,179,099.00
Salaries and Benefits	\$ 114,409.90
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$ 2,000.00
Advertising	\$ 500.00
Other*	\$
Total	\$ 117,909.90
Admin %	10.00%
	<b>OK</b>
Fiscal Year 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 1,179,099.00
Salaries and Benefits	\$ 114,409.90
Office Supplies and Equipment	\$ 1,000.00
Travel Per diem Workshops, etc.	\$ 2,000.00
Advertising	\$ 500.00
Other*	\$
Total	\$ 117,909.90
Admin %	10.00%
	<b>OK</b>
<p>*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.</p> <p>Details:</p>	

**Exhibit B**  
**Timeline for SHIP Expenditures**

CITY OF PALM BAY \_\_\_\_\_ affirms that funds allocated for these fiscal years will  
(local government)  
meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

**Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org) and [cameka.gardner@floridahousing.org](mailto:cameka.gardner@floridahousing.org) and include:**

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year N/A."
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email [cameka.gardner@floridahousing.org](mailto:cameka.gardner@floridahousing.org) when you are ready to "submit" the AR.*

**Other Key Deadlines:**

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

**Estimated Funds (Anticipated allocation only):**

Estimated Funds (Anticipated allocation only):					\$	1,179,099									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units			
	Homeownership														
1	Purchase Assistance with Rehab	Yes		\$75,000	1	\$75,000	0	\$75,000	\$75,000.00	\$0.00	\$75,000.00	1			
3	Owner Occupied Rehabilitation	Yes	2	\$75,000	2	\$75,000	0	\$75,000	\$300,000.00	\$0.00	\$300,000.00	4			
6	Emergency Repair	Yes	1	\$35,000	2	\$35,000	0	\$35,000	\$105,000.00	\$0.00	\$105,000.00	3			
5	Disaster Assistance	No	1	\$40,000	2	\$40,000	0	\$40,000	\$0.00	\$120,000.00	\$120,000.00	3			
4	Demolition/Reconstruction	Yes	1	\$349,000	0	\$349,000	0	\$349,000	\$349,000.00	\$0.00	\$349,000.00	1			
									\$0.00	\$0.00	\$0.00	0			
									\$0.00	\$0.00	\$0.00	0			
									\$0.00	\$0.00	\$0.00	0			
									\$0.00	\$0.00	\$0.00	0			
									\$0.00	\$0.00	\$0.00	0			
									\$0.00	\$0.00	\$0.00	0			
	Total Homeownership		5		7		0		\$829,000.00	\$120,000.00	\$949,000.00	12			
Purchase Price Limits:			New	\$	349,526	Existing	\$	349,526							

Code	Rental	Qualifies for 75% set-aside	VU Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
21	New Construction	Yes	1	\$100,000		\$100,000		100000	\$100,000.00	\$0.00	\$100,000.00	1
16	Disaster Assistance	No		\$40,000		\$40,000		40000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		1		0		0		\$100,000.00	\$0.00	\$100,000.00	1
	Administration Fees			117,910		10%		OK				
	Home Ownership Counseling			-								
	Total All Funds			\$ 1,166,910	OK							
Set-Asides												
Percentage Construction/Rehab (75% requirement)				78.8%		OK						
Homeownership % (65% requirement)				80.5%		OK						
Rental Restriction (25%)				8.5%		OK						
Very-Low Income (30% requirement)				\$ 674,000		OK						
Low Income (30% requirement)				\$ 375,000		OK						
Moderate Income				\$ -		0.0%						

## 2023-2024

## Palm Bay

OK

## Set-Asides

## HOUSING DELIVERY GOALS CHART

## Name of Local Government:

**Estimated Funds (Anticipated allocation only)::**

**\$ 1,179,099**

Code	Strategies	Qualifies for 75% set-aside	VLU Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
	Homeownership											
1	Purchase Assistance with Rehab	Yes		\$75,000	1	\$75,000	0	\$75,000	\$75,000.00	\$0.00	\$75,000.00	1
3	Owner Occupied Rehabilitation	Yes	2	\$75,000	2	\$75,000	0	\$75,000	\$300,000.00	\$0.00	\$300,000.00	4
6	Emergency Repair	Yes	1	\$35,000	2	\$35,000	0	\$35,000	\$105,000.00	\$0.00	\$105,000.00	3
5	Disaster Assistance	No	1	\$40,000	2	\$40,000	0	\$40,000	\$0.00	\$120,000.00	\$120,000.00	3
4	Demolition/Reconstruction	Yes	1	\$349,000	0	\$349,000	0	\$349,000	\$349,000.00	\$0.00	\$349,000.00	1
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		5		7		0		\$829,000.00	\$120,000.00	\$949,000.00	12
Purchase Price Limits:			New	\$ 349,526	Existing	\$ 349,526						

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
21	New Construction	Yes	1	\$100,000		\$100,000		100000	\$100,000.00	\$0.00	\$100,000.00	1
16	Disaster Assistance	No		\$40,000		\$40,000		40000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		1		0		0		\$100,000.00	\$0.00	\$100,000.00	1
	Administration Fees			117,910	10%			OK				
	Home Ownership Counseling											
	Total All Funds			\$ 1,166,910	OK							
Set-Asides												
Percentage Construction/Rehab (75% requirement)				78.8%		OK						
Homeownership % (65% requirement)				80.5%		OK						
Rental Restriction (25%)				8.5%		OK						
Very-Low Income (30% requirement)				\$ 674,000		OK						
Low Income (30% requirement)				\$ 375,000		OK						
Moderate Income				\$ -		0.0%						

**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

CITY OF PALM BAY

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.



The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

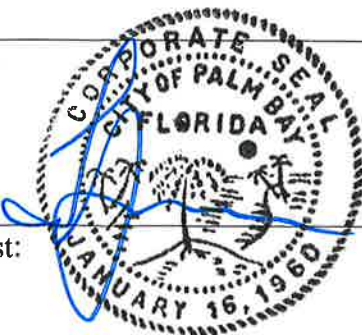
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

OR

\_\_\_\_\_  
Attest:



\_\_\_\_\_  
Chief Elected Official or designee

**Rob Medina, Mayor**  
\_\_\_\_\_  
Type Name and Title

(Seal)

## **RESOLUTION 2023-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing, and

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used, and

**WHEREAS**, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy, and

**WHEREAS**, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan, and

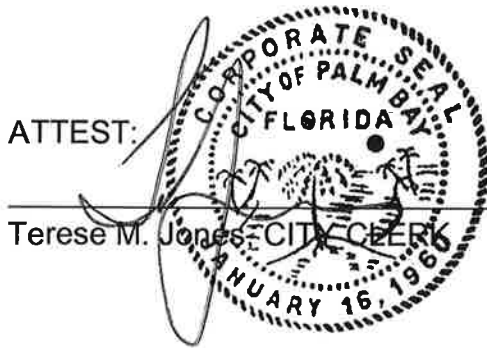
related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

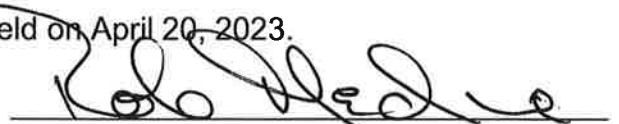
**SECTION 3.** This Resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2023-10, of the City Council of the City of Palm Bay, Brevard County, Florida, held on April 20, 2023.

ATTEST:

Terese M. Jones



  
Rob Medina, MAYOR

**WHEREAS**, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs, and

**WHEREAS**, the Economic and Community Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation, and

**WHEREAS**, the City Commission finds that it is in the best interest of the public for the City of Palm Bay to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BAY, FLORIDA**, as follows:

**SECTION 1.** The City Council of the City of Palm Bay hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023-2024, 2024-2025 and 2025-2026.

**SECTION 2.** The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as

# **BID PACKAGE**

For



## **RESIDENTIAL DEMOLITION/RECONSTRUCTION PROJECT**

Located

**2254 WASHINGTON STREET NE  
PALM BAY, FLORIDA, 32905**

### **CONTRACTING AGENCY:**

City of Palm Bay: Community & Development, Housing Division

ATTN: Jenny Lawson

120 Malabar Road. SE Palm Bay, Florida 32907

**BID CLOSING DATE:**

**4:00 pm Thursday, August 8, 2024**

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## ADDRESS AND DESCRIPTION REPORT

City of Palm Bay: Community & Economic  
Development- Housing Division  
ATTN: Jenny Lawson  
120 Malabar Rd. SE  
Palm Bay Fl. 32907

Property Location  
2254 Washington St. Ne Palm Bay, Florida. 32905

<b>Project Type:</b>	Demo/Reconstruction	<b>Project Manager:</b>	Jenny Lawson
<b>Contracting Agency:</b>	City of Palm Bay	<b>Phone Number:</b>	321-726-5648
<b>Structure Type:</b>	Single-Family		
<b>Address:</b>	2254 Washington St. Ne Palm Bay Florida 32905		
<b>SUBMIT PROPOSAL BY:</b>	Thursday, August 8, 2024		

Contractors and their Subcontractors shall schedule working hours between 8:00 a.m. and 6:00 p.m. Monday through Saturday.

The contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom. Further, the contractor shall furnish the Contracting Agency with all manufacturers and suppliers' written warranties covering items furnished under this contract prior to the release of the final payment.

The contractor will need to pay any impact fees, water and sewer impact fees, and water meter fee costs as part of the project. The contractor shall pay for temporary water and electric usage.

The contractor will provide a timeline for construction and a detailed line-item budget for the construction of the unit.

The Contractor will manage all aspects of project development and implementation.

The City of Palm Bay is requesting a developer fee not to exceed five percent (5%) of the total construction cost. This developer's fee will be paid after the project is complete.

There shall be no more than three (3) draws and one (1) final reimbursement with the balance of the developer fee to be submitted after the transfer of the title to the client. For the first draw,

the developer can request 10 percent of the construction cost for pre-development costs. Documentation for actual expenses shall be provided when submitting the second draws. Except for Draw one's 10 percent, all draws will be for completed items and not a percentage of those items. \*The contractor must have the financial capacity to pay in advance of reimbursement from the City.

The home shall be warrantied for a minimum of one (1) year. The roof must have a four (4) year minimum warranty.

\*\* Please note that the City has a specific budget that cannot be exceeded on this project; items will be deleted as necessary to stay within budget. Change orders to add additional dollars to the approved bid will not be allowed.

\*\*The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Bid Package.

L's Design & Const. Inc.

Company Name

[Signature]

Contractor – (Signature)

JOAN JORDAN

Contractor – (Print Name)

8/8/2024

Date

BASE PROPOSAL:

294,275.00

TOTAL BID PROPOSAL:

308,989.00



## INVITATION TO BID

House plans are required as part of the proposal. The City has the right to make modifications. Proposals shall be submitted with the Pre-Qualifications questionnaire, to the City of Palm Bay, 120 Malabar Road SE Palm Bay, FL 32907, ATTN: Jennifer Lawson: RFQ No. CD-2024-01DR ANNUAL PRE-QUALIFICATION FOR STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) DEMOLITION/RECONSTRUCTION PROGRAM. The bidder's name and return address shall be identified on the outside of the envelope.

The proposal is based on the use of SHIP funds, and it is implied that all SHIP regulations shall apply. SHIP regulations will be outlined within the Agreement between the City and the selected contractor.

Anticipate construction within 30 days, the City will need to complete an executed contract and receive City Council approval. Thereafter, a Notice to Proceed will be issued and the Contractor can begin applying for permits.

The scope of work shall include all labor, materials, equipment, permits, and services necessary for the proper completion of the residential Demo/Reconstruction of the home on 2254 Washington St NE Palm Bay, FL 32905 in accordance with the City of Palm Bay's Building Department and the Plans and Specifications contained herein.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

This project is being funded with STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) Program Funds awarded by the City of Palm Bay, Florida.

The home should meet the Florida Building Code, and the City of Palm Bay new construction building requirements, and are required to meet the **most recent Model Energy Code for energy efficiency**. Energy Star appliances are required. The home should include the following:

- Two-bedroom, one bathroom
- City water and sewer hook-up
- 912 Square feet
- All doorways need to be wide enough to accommodate a wheelchair.
- Master bath needs to be fully accessible walk-in shower with fold-down seat, grab bars, ADA-compliant commode, and lowered cabinets
- Covered front porch.
- Washer/dryer hook-up (do not include the washer/dryer).
- Energy Star appliances are required. (Dishwasher, Refrigerator, Built-in Microwave and Oven/Stovetop)
- The exterior AC unit needs to be heavily secured (cage and bolted down) to prevent

theft and should not be installed until the day the client anticipates moving in.

- Impact windows
- Flooring throughout the house shall be a minimum 12 inch or larger ceramic tiles, smaller size tiles in bathrooms may be allowed. The colors should be neutral.
- Living room and bedrooms shall have ceiling fans with light fixtures.
- No sliding glass doors.
- Interior house paint shall be neutral/beige with white trim.
- Telephone jack shall be located within the kitchen.
- Single car garage
- GFCI outlets in kitchen and bathroom or where specified by building code

There should be at least two (2) color options for appliances, cabinets, and countertops for the identified client. It is the intent of the City of Palm Bay, to procure a Licensed Contractor to construct a home for a disabled household. The contractor must meet all State Housing Initiative Partnership (SHIP) Program requirements.

All work must be carried out in compliance with locally adopted housing codes. The City of Palm Bay has adopted the following relative to housing:

- Florida Building Code 2020 7th Edition, with adopted Standards that supplement the Code.
- Florida Building Code 2020 7th Edition Residentials, with adopted Standards that supplement the Code.
- Florida Mechanical Code 2020 7th Edition, with adopted Standards that supplement the Code.
- Florida Fuel Gas Code 2020 7th Edition, with adopted Standards that supplement the Code.
- Florida Plumbing Code 2020 7th Edition, with adopted Standards that supplement the Code.
- National Electric Code of NFPA 70, 2017
- Palm Bay City Code of Ordinances
- Sanitary Codes (County Health Department)

In cases where compliance with these codes is impractical and/or cost-prohibitive, Contractors will be required to comply with the code to the extent feasible as determined by the Building Department.

### **Proposed SHIP Demolition and Reconstruction Project Summary**

The 0.16-acre parcel is located at 2254 Washington St. NE Palm Bay, FL 32905; the property owner is Louise Williams Terry, and the current home will be demolished by the contractor. The Parcel ID is 28-37-14-50-3-6, Tax ID: 2826265,

The contractor will be the Developer on this project, acting in accordance with all SHIP

requirements including: The property is zoned RS3

Lot and structure requirements:

- (1) Minimum lot area — seven thousand five hundred (7500) square feet.
- (2) Minimum lot width — seventy-five (75) feet.
- (3) Minimum lot depth — one hundred (100) feet.
- (4) Maximum building coverage — thirty percent (30%).
- (5) Minimum living area — eight hundred (800) square feet.
- (6) Maximum height — twenty-five (25) feet.
- (7) Minimum yard requirements:
  - i. Front — twenty-five (25) feet.
  - ii. Side interior — eight (8) feet.
  - iii. Side corner — twenty-five (25) feet.
  - iv. Rear — twenty-five (25) feet.

For zoning questions, please contact Land Development Division at 321- 733- 3044

The City of Palm Bay, Community & Economic Development, Housing Division reserves the right to reject any and all bids, and to waive technicalities and informalities.

## **BIDDING INSTRUCTIONS**

Please adhere to the following instructions in order to ensure an acceptable bid:

1. Contractor must thoroughly review and familiarize himself/herself with the Invitation to Bid, Bidding Instructions, and all other contract documents prior to submitting his or her bid. The Contractor shall in no way be relieved of any obligations due to his/her failure to receive or examine any form or legal instrument or to thoroughly inspect the site of the proposed work.
2. When reviewing the plans and specifications, you may notice discrepancies. Please address these with Jenny Lawson, Palm Bay, Community & Economic Development Housing Division, 120 Malabar Rd SE, Palm Bay, FL. 32907
3. Price: Each and every line item as required on the Cost Sheet. It is the Contractor's responsibility to verify all quantities and measurements for accuracy before submitting a bid.
4. Bids shall be in ink or typewritten, bound in the upper left corner with a binder clip, and submitted in a sealed envelope as detailed in the Invitation to Bid. The Bid Form shall be on top, followed by all required attachments in the order set forth on the Bid Cover Sheet.
5. No bid may be withdrawn, modified, or canceled by any bidder for a period of ninety (90) days after the submission deadline.
6. Any bidder may be required, before the award of any contract, to show to the complete satisfaction of Contracting Agency that he/she has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he/she has had experience in construction work of the same or similar nature; and that he has a history and references which will serve to satisfy the Contracting Agency beyond any doubt as to his/her qualifications for doing the work. The City of Palm Bay has the right

to disqualify any bidder that does not meet any or all qualifications necessary as determined by the City of Palm Bay, Community & Economic Development, Housing Division.

The contractor agrees if any discrepancies from the scope of work are encountered during construction or inspection, the contractor shall notify the City in writing before proceeding with any work. All additional work must be approved by the City in writing.

7. Bids may be hand delivered, or sent via U.S. Mail, or by overnight delivery service to: The City of Palm Bay, 120 Malabar Road SE Palm Bay, FL 32907, ATTN: Jennifer Lawson, HOUSING: RFQ No. CD-2024-01DR ANNUAL PRE-QUALIFICATION FOR STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) DEMOLITION/RECONSTRUCTION PROGRAM. The bidder's name and return address shall be identified on the outside of the envelope. The method of delivery of Bids is at the sole discretion of the Contractor. The City of Palm Bay accepts no responsibility for lost, untimely, or undelivered Bids. Regardless of the method of delivery, in all instances, the completed bid package must be received by The City of Palm Bay no later than Thursday, August 8, 2024. Bids submitted after the deadline will not be accepted or opened. Your performance during the Bid process will be monitored and will be incorporated into your evaluation.
8. The successful bidder will be required to execute the Construction Agreement within fifteen (15) days after the City of Palm Bay notifies the bidder in writing of the award. The contractor must deliver the required insurance, together with the Construction Agreement, or the Agreement may be subject to forfeiture.

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## BID FORM

This Bid is submitted by:

Company Name:

J's Design & Construction INC.

Street Address, City/State/Zip:

1783 Hazelton St. N.W. Palm Bay

E-Mail Address:

JordanDesigns@aol.com 32907

TO: The City of Palm Bay, Community & Economic Development, Housing Division  
ATTN: Jenny Lawson 120 Malabar Road SE Palm Bay, Florida 32907

### DEMOLITION/RECONSTRUCTION PROGRAM – 1 SINGLE FAMILY HOME

Pursuant to and in compliance with your Invitation to Bid under date of 8/8/2024 the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor, and equipment necessary for the DEMOLITION/RECONSTRUCTION of one (1) 2-bedroom structure located at 2254 Washington Street NE Palm Bay, Florida 32905, as required by and in strict accordance with the Invitation to Bid, the Bidding Instructions, Work Write Up, Drawings, General Specifications, City of Palm Bay Minimum Construction Standards, and the Construction Agreement (collectively, the "Contract Documents") and all addenda, if any, issued prior to the date of this Bid at the price set forth below and as further detailed on the attached Work Write-Up.

The undersigned agrees to start work within fifteen (15) calendar days after the City of Pam Bay provides written notice to proceed and to fully complete the project within nine (9) months.

If written notice of the award of this bid is delivered to the undersigned via U.S. Mail, or electronic mail, at the address above, within thirty (30) days after the submission deadline, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he/she will execute and deliver the Construction Agreement on the form included in the Bid Package for the DEMOLITION/RECONSTRUCTION of one (1) 2-bedroom structure located at 2254 Washington St. NE Palm Bay, Florida 32905 in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him/her for signature of the award. Notice of the award should be delivered to the undersigned using the Bidder Notice Information set forth above.

The undersigned Contractor certifies that he/she has carefully reviewed all of the Contract Documents and agrees to perform the work as described therein.

#### Proposed Budget

	Construction Cost	Developer's Fee	Total Budget
Total	<u>294,275.00</u>	<u>14,714.00</u>	

TOTAL BID: \$308,989.00

Contractor's Signature

*[Handwritten Signature]*

Date

*8/8/2024*

Printed Name and Title

*JOHN SWIDAN PRESIDENT*

The following documents are attached in the order specified below:

- ☒ Signed & dated BID FORM
- ☐ Any additional sheets (as applicable)
- ☐ Completed BID COSTS
- ☐ Completed CONTRACTOR'S REFERENCE FORM
- ☐ Signed & dated CERTIFICATION REGARDING DEBARMENT FORM
- ☐ Copy of all valid state and local licenses
- ☐ Proof of Workers Compensation Insurance or Exemption
- ☐ Insurance certificates

## GENERAL SPECIFICATIONS

**SCOPE** of work shall include all labor, materials, equipment, permits, drawings (if any), and services necessary for the proper completion of the demolition/ reconstruction of the property identified in the Work Write-Up.

**DRAWINGS of floor plans, if any, are diagrammatic only, illustrating the general intention of the Contracting Agency; plans do not need to show all of the work required, exact dimensions, or construction details.**

**MATERIALS AND PRODUCTS** furnished shall be new and without any indication of damage or breakage. If materials are usually packaged, they shall be brought to job site in original containers. Materials and products shall be of such kind and quality as to assure that their use in the dwelling will provide appropriate structural strength, adequate resistance to weather and moisture, and reasonable durability and economy of maintenance.

**GENERAL SPECIFICATIONS** are intended to be used in conjunction with a Work Write-Up. The Work Write-Up shall reference specific items in the General Specifications using the applicable numerical code for each specification.

**BRAND NAMES** mentioned together with the phrase "or equal" shall be interpreted to mean equal in quality and integral properties and similar in design. Substitutions may be accepted at the discretion of the City of Palm Bay, Community & Economic Development, Housing Division.

**TRADE NAMES** are used in the General Specifications to establish quality and type of materials required; exact material to be used on a specific item will be described in the Work Write-Up, thereby overriding the General Specifications.

**MATERIALS NOT SPECIFIED** but required shall be the best adapted for the purpose. Installation of any materials or products shall be in accordance with the manufacturer's directions and specifications.

**WORKMANSHIP** shall be of the best quality consistent with work performed by qualified persons. The Contractor or, if necessary, a competent responsible representative of the Contractor shall be in charge of work and supervise the work site at all times.

**SAFETY** Adequate safety precautions shall be taken, including barricades signal lights, etc. to ensure protection of all workmen, public, passersby, Contracting Agency, and Contracting Agency's property. During construction all work shall be done in accordance with Occupational Safety and Health Administration (OSHA) Safety Act.

**CLEAN-UP** of the work site on a daily basis is required. The Contractor shall properly dispose of construction debris daily, and make every effort to minimize damage to trees, shrubbery, and other landscaping. Debris resulting from the work shall not be left at the curbside. All surplus material must be removed from the worksite upon completion of the project unless otherwise



specified or agreed. The worksite shall be left in safe and clean condition at the end of each workday.

**PERMITS** The Contractor is responsible for all permits and applicable fees. Where subcontractor permits are required, they must be signed for at the Building Department. A "Notice of Commencement" must be filed with the Clerk of Courts by Contractor, prior to commencement of work and a copy furnished to the Contracting Agency. Contractor is responsible for furnishing a copy of the Notice of Commencement to The City of Palm Bay Housing Division. The Contractor shall be responsible for the acts and omissions of their employees and subcontractors and shall employ only qualified tradespersons, skilled in the job assigned.

**CHANGES** in work, including substitutions of material and changes in the scope of workmanship, will not be made unless it is found to be necessary or beneficial to the project. Change orders to add additional dollars to the approved bid will not be allowed. Any changes proposed by either the Contractor or the City of Palm Bay shall be in writing and agreed to by the City of Palm Bay and the Contractor before any change in plans, material, or specifications are made. Any structural changes to the building must also be approved by the Building Department.

**INSPECTION** of the work by authorized inspectors shall be facilitated by the City of Palm Bay and/or the Contractor during normal working hours. All work performed shall be subject to the City of Palm Bay Building Inspectors' approval that all applicable codes and safety requirements have been met.

**SUBCONTRACTORS** shall be bound by the terms and conditions of the Construction Agreement insofar as it applies to their work, but this shall not relieve the Contractor from the full responsibility to the City of Palm Bay for the proper completion of all work to be performed under the Construction Agreement. The Contractor shall not be released from responsibility by a sub-contractual agreement made with others, nor shall anything contained in the Construction Agreement or any other contract documents create any contractual relation between any subcontractor and the City of Palm Bay.


**LIEN RELEASES** by subcontractors and vendors, who supply materials, must be submitted to the City of Palm Bay Community & Economic Development, Housing Division prior to release of final payment.

Company Name

L's DESIGN AND CONSTRUCTION INC.

Contractor's Name

JOHN JORDAN

  
Contractor's Signature of Acceptance

8/8/2024  
Date



## CONTRACTOR'S REFERENCES

Name Nicole Tennepenny Community Housing Initiative INC.  
Contact Person: Nicole  
Address: 303 College Wood Dr. Phone No.: 321-253-0053 ex.11

Name Brevard County Housing & Human Servs.  
Contact Person: PETER MOOR  
Address: 2725 JUDGE FRAN JAMESON WAY SUITE B-106 MELBOURNE FL. Phone No.: 321-633-2170  
CITY OF MELBOURNE  
Name COMMUNITY DEVELOPMENT DEPT. HOUSING & URBAN 32940  
Contact Person: CLIFF PEARSON  
Address: 695 E. UNIVERSITY BLVD. Phone No.: 321-213-4410

Name CITY COCOA COMMUNITY & NEIGHBORHOOD SERV.  
Contact Person: MARCIA MARKAM  
Address: 65 STONE ST. COCOA FL. 32922 Phone No.: 321-408-3602

Name \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

## PROJECTS COMPLETED IN LAST TWO (2) YEARS

Property Name HOPE Residence Yalonda HOPE  
Address: \_\_\_\_\_ Phone No.: 321-421-2321  
Project Address: 3273 BayFIELD St. COCOA FL. 32955  
Contract Amount: \$ 350,175.00  
Scope of Work: NEW HOME CONSTRUCTION

Property Name ALI #3  
Address: \_\_\_\_\_ Phone No.: 321-626-8827  
Project Address: 6025 EDISON St. COCOA FL. 32927  
Contract Amount: \$ 415,000.00  
Scope of Work: NEW HOME CONSTRUCTION

Property Name PAT and CHUCK  
Address: \_\_\_\_\_ Phone No.: 321-514-8741 or 321-735-8400  
Project Address: 6360 HUDSON Rd COCOA FL. 32927  
Contract Amount: \$ 48,560.00  
Scope of Work: A ROOM ADDITION Family Room KITCHEN and DEN.

Property Name CITY OF COCOA Re Hab. LIZZIE JENKINS  
Address: \_\_\_\_\_ Phone No.: 321-637-0980  
Project Address: 1045 BLWA DMAAR DR COCOA FL. 32922  
Contract Amount: \$ 40,925.00  
Scope of Work: RE-HAB BATH ROOM, WINDOWS, PAINT KITCHEN counter top. ELEC. SERV.

Property Name CITY OF MELBOURNE CLIFF  
Address: \_\_\_\_\_ Phone No.: 321-213-4410  
Project Address: 3116 MAIN St MELBOURNE FL. 32901  
Contract Amount: \$ 83,700.00  
Scope of Work: BATH ROOM ADDITION, A/C, INT. DOORS STUCCO, PAINT, FLOOR TILE AND KITCHEN CABINETS

Property Name ALI #2  
Address: \_\_\_\_\_ Phone No.: 321-626-8827  
Project Address: 6444 HUDSON Rd COCOA FL. 32927  
Contract Amount: \$ 290,000.00  
Scope of Work: NEW HOME CONSTRUCTION

Use additional pages as needed.

## CERTIFICATION REGARDING DEBARMENT

### Certification Regarding

### Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### Contractor/Subcontractor Covered Transactions

The Contractor/Subcontractor of CITY OF PALM BAY identified below hereby certifies, by submission of this document, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any City, State or Federal department or agency;

(2) has, within a five-year period preceding this bid been convicted of or had a civil judgment rendered against it/them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

(4) has not, within a five-year period preceding this bid/application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Contractor/Subcontractor is unable to certify to the above statement, Contractor/Subcontractor shall attach an explanation to this form.

  
Authorized Signature of Contractor/Subcontractor

8/8/2024  
Date:

Printed Name and Title of Signatory

John Jordan President

(Contractor/Subcontractor's Name)

H's Design & Const. INC.

Street Address of Contractor/Subcontractor

1783 Hareton St. NW.

City, State & Zip of Contractor/Subcontractor

PALM Bay FL. 32907



# CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF PALM BAY, AND CONTRACTOR

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into this day of Aug. 8, 2024, and is by and between  
, ("Contractor") whose mailing address is  
, and The City of Palm Bay, Community & Economic Development, Housing Division  
whose mailing address is 120 Malabar Road SE Palm Bay, 32907, ("Contracting Agency").

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Contracting Agency agree as follows:

## I. Contractor's Scope of Work and Responsibilities.

Contractor shall comply with the following provisions:

A. Labor, Materials and Work Write-Up. Contractor agrees to furnish all labor, materials, supervision, and services necessary to do the work specified for 2254 Washington Street NE, Palm Bay, FL 32905 as set forth in the "Work Write-Up" attached hereto and incorporated herein by reference for the total sum of THREE HUNDRED EIGHT THOUSAND dollars (\$308,989.00) (the "Contract Price"). NINE HUNDRED EIGHTY NINE.

B. Notice to Proceed; Time for Completion. Contractor will not begin the work to be performed until receipt of written Notice to Proceed, after which Contractor shall begin the work within fifteen (15) calendar days of the date of said Notice and shall complete said work within nine (9) months, thereafter (the "Contract Period"). If Contractor fails to complete the work within the contract time, the Contractor agrees to pay the Owner \$100.00 per day as liquidated damages to cover losses, expenses, and damages.

C. Specifications, Codes and Regulations. Contractor shall comply with all appropriate specifications, including those set forth in the Bid Package, Contractor's Bid and with all regulations, ordinances, and laws of, the City of Palm Bay's Building Department, and the State of Florida, the terms of which are incorporated herein by reference (collectively the "Contract Documents"), and permit reasonable inspection of all work by authorized inspectors.

### D. Insurance.

(1) CONTRACTOR shall provide, pay for, and maintain in force at all times during the duration of this Agreement the following insurance policies:

(a) Workers' Compensation and include employers' liability insurance with limits of not less than those required by the State of Florida or City of Palm Bay, whichever is greater.

(b) Comprehensive General Liability Insurance, in an amount no less than as required by the State of Florida or City of Palm Bay, whichever is greater, including coverage for operations, products-completed operations, broad form property damage, and bodily personal injury, ensuring Contractor, any and all of its subcontractors, and any other interest, including but not limited to, any associated or subsidiary companies involved in the

project. The Comprehensive General Liability Insurance shall include contractual liability insurance application to Contractor's obligations under this Agreement.

(c) Liability Insurance Policies shall name Contracting Agency as an additional insured, only in respect to liability arising out of operations on behalf of Contracting Agency.

(d) Builder's Risk Insurance. Contractor must carry Builder's Risk Insurance, at the Contractor's expense, and keep in effect until final acceptance by the Contracting agency. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. The Contractor shall be financially responsible for any losses to the work in progress until final acceptance by Contracting Agency.

(2) Contractor shall not commence work under the Agreement until Contractor has obtained all of the insurance required under this Agreement and Certificates of Insurance have been furnished to Contracting Agency, nor shall Contractor allow any subcontractor to commence work on his/her/their subcontract until similar insurance required of the subcontract has been so obtained. The Certificates of Insurance shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to Contracting Agency.

E. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

(1) GOVERNING LAWS AND REGULATIONS.

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA)
- Lead-Based Paint Poisoning and Prevention Act (42 U.S.C. 4822)
- Title X Lead-Based Paint Hazard Reduction Act of 1992

(2) APPLICABILITY. Demolitions in pre-1978 housing must be compliant with these laws and regulations, based on the age of the home the process must include a wet demolition to prevent airborne contaminants.

(3) PROCEDURE. Notification, evaluation, reduction, and ongoing maintenance procedures shall be in accordance with the regulations. Contractor is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level above 0.5 percent, by weight.

(4) TREATMENT. All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint.

(5) DEFINITIONS.

(a) "Applicable surface." All intact and non-intact interior and exterior painted surfaces of a residential structure.

(b) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm<sup>2</sup>.

F. Permits and Fees. Contractor is responsible for all permits and applicable fees. Where subcontractor permits are required, they must be signed for at the Building Department. A "Notice of Commencement" must be filed with the Clerk of Courts by Contractor, prior to

commencement of work and a copy furnished to the Contracting Agency. Contractor is responsible for furnishing a copy of the Notice of Commencement to Contracting Agency. Contractor shall be responsible for the acts and omissions of their employees and subcontractors and shall employ only qualified tradespersons, skilled in the job assigned.

G. Debris and Material Removal. Clean up of the work site on a daily basis is required. Contractor shall properly dispose of construction debris daily, and make every effort to minimize damage to trees, shrubbery, and other landscaping. Debris resulting from the work shall not be left at the curbside. All surplus material must be removed from the worksite upon completion of the project unless otherwise specified or agreed. The worksite shall be left in safe and clean condition at the end of each workday.

H. Assignments and Subcontracts. Contractor may not assign this Agreement or subcontract any portion of this Agreement without the written consent of the Contracting Agency. The request for assignment or subcontract must be addressed to Contracting Agency at 120 Malabar Rd. SE Palm Bay, FL. 32907. Contractor is responsible for all work carried out by any subcontractor.

I. Subcontracts to persons connected to City of Palm Bay. Contractor shall not subcontract any part of the work to be performed under this Agreement to any member of any board, any officer or employee of City of Palm Bay or its designees or agents, the governing body of City of Palm Bay, or any other public official of City of Palm Bay.

J. Warranty: Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The roof must have a four (4) year minimum warranty. Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to other parts of the system resulting from such defects. Contracting Agency will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, Contracting Agency may, after giving thirty (30) days' notice to Contractor, do so and charge Contractor the cost thereby incurred. Contracting Agency shall hold City of Palm Bay harmless should Contractor not return to correct defects covered under this warranty. City of Palm Bay will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

K. Correction of Work.

(1) Contractor shall promptly remove from the premises all work rejected by Contracting Agency or agents of City of Palm Bay for failure to comply with this Agreement or any other of the Contract Documents, whether incorporated in the construction or not, and Contractor shall promptly replace and re-execute the work in accordance with this Agreement and any other of the Contract Documents and without expense to Contracting

Agency and shall bear the expense of making good all work of other contractors and subcontractors destroyed or damaged by such removal or replacement.

(2) All removal and replacement work shall be done at Contractor's expense. If Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, Contracting Agency may remove such work and store materials at the expense of Contractor.

## **II. Suspension of Work, Termination and Delay.**

If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the Contract Period, or any extension thereof, or fails to complete said work within the Contract Period, Contracting Agency (or City of Palm Bay on behalf of Contracting Agency) may, by written notice to Contractor, terminate his right to proceed with the work or such a part of the work as to which there has been delay. In such event, Contracting Agency may take over the work and prosecute the same to completion by contract or otherwise, and Contractor, and his surety, if any, shall be liable to Contracting Agency and City of Palm Bay for any excess costs occasioned Contracting Agency or City of Palm Bay. If Contractor's right to proceed is so terminated, Contracting Agency may take possession of and utilize in completing the work such materials, appliances and facilities as may be on the site of the work and necessary thereof. If Contracting Agency does not terminate the right of the Contractor to proceed, Contractor shall continue the work, in which event the actual damage for the delay will be impossible to determine and in lieu thereof, Contractor shall pay to Contracting Agency as fixed, agreed and liquidated damage the sum of one hundred dollars (\$100.00) for each calendar day of delay until the work is completed or accepted; and Contractor and his surety, if any, jointly and severally, shall be liable for the amount thereof, provided that the right of Contractor to proceed shall not be terminated nor Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault of negligence of Contractor, including acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather, if Contractor shall within ten (10) days from the beginning of any such delay, notify Contracting Agency in writing of the cause of delay. City of Palm Bay shall ascertain the facts and the extent of the delay and extend the time for completing the work when in its judgment, the findings of fact justify such an extension, and its findings of fact thereon shall be final and conclusive on the parties thereto.

## **III. Payments to Contractor.**

Contractor will submit to Contracting Agency a payment request filled out and signed by Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing the new construction project. Contracting Agency will authorize no more than three draws and one (1) final reimbursement with the balance of the developer fee to be submitted after the transfer of the title to the client. For the first draw, the developer can request 10 percent of the construction cost for pre-development costs. Documentation for actual expenses shall be provided when submitting the second draws. Except for Draw one's 10 percent, all draws will be for completed items and not a percentage of those items. \*The contractor must have the financial capacity to pay in advance of reimbursement from the City.

Upon completion and acceptance of the work, Contracting Agency shall issue a Notice of Completion attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due Contractor, including the retained percentages, but except such sums as may be lawfully retained by Contracting Agency, shall be paid to Contractor, within thirty (30) days of completion and acceptance of the work, if Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

B. A representative of the City of Palm Bay may inspect all work at reasonable time intervals and must approve all draw requests and the Notice of Final Completion.

#### **IV. Indemnification and Release of Claims and Liabilities.**

Contractor hereby holds Contracting Agency, Contracting Agency's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the Contracting Agency's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, Contracting Agency may, after having notified Contractor, either pay said lawful demands, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this paragraph be construed to impose any obligations upon Contracting Agency to either Contractor, his surety, or any third party. In paying any unpaid bills of Contractor, any payment so made by Contracting Agency shall be considered as a payment made under the Contract Documents by Contracting Agency to the Contractor and Contracting Agency shall not be liable to Contractor for any such payments made in good faith.

The acceptance by Contractor of final payment shall be and shall operate as a release to Contracting Agency of all claims and all liability to Contractor other than claims in stated amounts as may be specifically excepted by Contractor for all things done or furnished in connection with this Agreement and other relating to or arising out of the work hereunder. Any payment, however, final, or otherwise, shall not release Contractor or his sureties from any obligations under the Contract Documents.

#### **V. Changes in the Work and Contract Price.**

A. Changes in the Work. Contracting Agency may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The City of Palm Bay, Community & Economic Development, Housing Division shall review and give final approval to all Change Orders. The contractor agrees to proceed with the performance of any changes set forth in the approved Change Order.



B. Changes in Contract Price. The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (1) Unit prices previously approved.
- (2) An agreed lump sum.
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed ten (10) percent of the actual cost of the work to cover the cost of general overhead and profit.

## **VI. Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization**

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## **VII. Contracting Agency's Responsibilities.**

Contracting Agency shall:

A. Permit Contractor to use, at no cost to Contractor, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.

B. Cooperate with Contractor to facilitate the performance of the work.

C. Abide by the terms of this Agreement and allow the new construction to be carried out in accordance with local codes, as well as state regulations. This includes not undertaking, altering, or contracting for the services of another party to complete any of the work specified in the "Work

Write-up" unless the "Work Write-up" specifically authorizes Contracting Agency to complete a specified item or supply specified materials.

### VIII. General Provisions

A. This Agreement and the Contract Documents embody all the representations, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or inure to the benefit of any of the parties.

B. Contractor agrees to perform the work required by this Agreement, and Contracting Agency agrees that neither it nor its employees, agents, or their family members will hinder Contractor in its work in carrying out State requirements and local codes and policies.

C. No member, officer or employee of the City of Palm Bay, or its designees or agents, no member of the City Council in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

THIS AGREEMENT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

Contracting Agency:

The City of Palm Bay:  
Community & Economic Development  
Housing Division

By: \_\_\_\_\_

Contractor:

L/S Design & Construction  
a Florida non-profit corporation *INC.*

By:  \_\_\_\_\_

*JJ's Design & Construction  
1783 Hazelton St NW  
Palm Bay, FL 32907*

## **Job Scope and Cost Sheet**

11  
"SEE NEXT SHEET"

11

# JOB SCOPE AND COST SHEET

2254 Washington Street

CONSTRUCTION COST	JJ's Design & Construction, Inc.
DESCRIPTION	AMOUNT SPENT
Permit Fees	\$10,000.00
compaction test	\$450.00
Bug spray guy slab	\$650.00
Some Grading / Fill Dirt	\$5,300.00
conc block labor	\$7,800.00
conc block material/ tie bm pump	\$12,500.00
framing labor	\$10,850.00
slab labor	\$8,100.00
slab material	\$10,600.00
framing materials	\$12,000.00
Windows L/M	\$10,500.00
interior doors and trim / labor	\$8,700.00
paint interior	\$5,300.00
paint exterior	\$4,600.00
Soffit / facias	\$3,500.00
Stucco l/m	\$10,500.00
ext door , L/M	\$2,100.00
Plumbing Est L/M 3 phases	\$17,500.00
A/C Mechanical Est. L/M 3 phase	\$15,500.00

Elect. Est. L /M recess lt 3 phase	19500
Demolition of Exist. Home	15000
new roof shingles mat	14850
Bath rm's fl / wall tile /Shower/seat	4200
Gutter / downspout NEW	3100
mirrors both bath rm	875
wire Shelves thru out	1200
Insulation Walls / ceiling	6200
drywall clg and walls L/M	18000
Landscaping and Sod	3600
Dumpster red can	1600
Garage Door/Opener	3100
Floor Tile / Mat./L	9750
Kitchen Cabinets /Top	9800
Bedrooms / entry Tile	7700
base board / Trim Material	3200
bath rm cabinet/top	650
city water	5000
city swearer	5000
survey/plot plan	5500
Developer's Fee 05%	14714

CONSTRUCTION COST

TOTAL COST:

**\$308,989.00**

294275

**Drawings- Elevation/floor plan**

"  
SEE NEXT SHEET"  
"



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**JORDAN, JOHN ALEXANDER**

JJS DESIGN AND CONSTRUCTION INC  
1783 HAZELTON ST NW  
PALM BAY FL 32907

LICENSE NUMBER: CGC1515717

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/19/2024

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF WORKERS' COMPENSATION**

**\*\* CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW \*\***

**CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 6/15/2024

**EXPIRATION DATE:** 6/15/2026

**PERSON:** JOHN A JORDAN

**EMAIL:** JJORDANDESIGNS@AOL.COM

**FEIN:** 261985239

**BUSINESS NAME AND ADDRESS:**

JJ'S DESIGN AND CONSTRUCTION, INC.

1783 HAZELTON STREET, NW

PALM BAY, FL 32907

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to [www.myfloridalicense.com](http://www.myfloridalicense.com).

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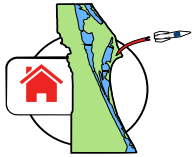
IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT  
RULE 69L-6.012, F.A.C. REVISED 01/2023

E01928484

QUESTIONS? (850) 413-1609



**REAL PROPERTY DETAILS**  
Account 2826265 - Roll Year 2024

Owners	TERRY, LOUISE WILLIAMS
Mailing Address	2254 WASHINGTON ST NE PALM BAY FL 32905
Site Address	2254 WASHINGTON ST NE PALM BAY FL 32905
Parcel ID	28-37-14-50-3-6
Taxing District	34U0 - PALM BAY
Exemptions	HEX1 - HOMESTEAD FIRST HEX2 - HOMESTEAD ADDITIONAL
Property Use	0110 - SINGLE FAMILY RESIDENCE
Total Acres	0.16
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0003/0084
Subdivision	POWELLS SUBD
Land Description	POWELLS SUBD LOT 6 BLK 3

**VALUE SUMMARY**

Category	2024	2023	2022
Market Value	\$55,370	\$71,520	\$64,530
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$46,560	\$45,210	\$43,900
Assessed Value School	\$46,560	\$45,210	\$43,900
Homestead Exemption	\$25,000	\$25,000	\$25,000
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$21,560	\$20,210	\$18,900
Taxable Value School	\$21,560	\$20,210	\$18,900

**SALES / TRANSFERS**

Date	Price	Type	Instrument
05/15/2020	\$10,000	QC	8742/2153
07/12/1962	\$300	WD	0677/0864

**BUILDINGS****PROPERTY DATA CARD #1****Building Use:** 0110 - SINGLE FAMILY RESIDENCE

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1925
Frame:	WOOD FRAME	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	HIP/GABLE	Residential Units	1
		Commercial Units	0
Sub-Areas		Extra Features	
Base Area (1st)	912	Patio - Concrete	48
Enclosed Por	120		
Total Base Area	912		
Total Sub Area	1,032		

**Green Leaf Home Inspections Inc.**  
**790 Jacaranda St**  
**Merritt Island, Fl. 32952**

**Date: 4/13/2021**  
**Client: City of Palm Bay**  
**Address inspected: 2254 Washington St NE**  
**Date of inspection: 4/12/2021**

To whom it may concern:

The purpose of this letter is to further clarify items noted during an inspection of the above referenced property. The scope of the inspection was to determine the repairs/updates necessary per requirements dictated by the City of Palm Bay and write a scope of work to be performed by licensed contractors.

**Findings:**

1. Crawlspace/foundation: Crawlspace was inaccessible due to finish grading covering vents/access points. Inadequate venting of crawlspace appears to be contributing to deterioration of the wood frame floor system. Significant movement/failure noted traversing interior rooms. In my professional opinion, the majority of the wood sub floor will require replacement.
- 2.. Roof – Roof system, comprised of conventionally framed rafters/ceiling joists with plywood sheathing had significant failure/movement. The roof system's movement has caused the load bearing walls of the structure to deform (bow). Non-professional attempts to support roof system has also resulted in the roof bearing on non-load bearing walls which has also contributed to the movement noted in the floor system. Apparent dry wood termite damage and frass also noted in attic space. In my professional opinion, the roof system will require complete replacement. NOTE: I am not a licensed WDO/Termite professional, the above statement regarding termites is my opinion based solely on my experience and knowledge.
3. Exterior walls – deformation/movement noted @ exterior walls. Moisture intrusion also noted @ front wall. In my professional opinion, wall coverings will have to be removed to assess the extent of damages and make repairs/replacements as necessary suitable to local building department. Addition @ rear of home does not appear to have been built to local building code.

**Conclusion/cost analysis**

It is my determination that the home should be demolished and reconstructed as it is too far gone for repair.

Please feel free to contact me directly regarding commentary within this letter

Sincerely,



Matthew Parlefsky  
Owner and State Licensed Home Inspector  
Green Leaf Home Inspections Inc.  
State License HI 392  
Cell Phone: 321-208-6561  
greenleafhomeinspections@gmail.com  
WWW.greenleafhomeinspections.com