

CITY OF ST PETERSBURG HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

This Request for Proposal (RFP) is to invite experienced, affordable multi-family developers, who intend to apply for the Florida Housing Finance Corporation (FHFC) Request for Applications (RFA) 2024-202 (9% HC for 6 Large Counties), to apply for the “local government area of opportunity funding”. The local government area of opportunity funding amount for the City of St. Petersburg (City) has been set by FHFC at \$610,000 for the RFA application process. All loans under this RFA shall be at 0% interest and secured by a promissory note and mortgage and may be forgiven at the total discretion of the City at the end of a 50 year affordability period.

Application submission, including the upload of documents, is due **2 weeks** from today; **June 4, 2024, by 5:00 p.m.** Applications (including supporting documentation) is to be completed within the City of St. Petersburg Neighborly secure portal: <https://portal.neighborlysoftware.com/STPETERSBURGFL/Participant>

Please be aware that the following schedule is subject to change dependent upon FHFC guidelines:

Issue Request for applications:	5/21/2024
Applications Due to City:	6/04/2024
Project Review Team Meeting:	tbd
City Council Material (& Resolution) Due to Legal:	6/21/2024
City Council Material (& Resolution) Due to Clerk:	6/28/2024
City Council Meeting Date:	7/11/2024
City Administrator Signature:	7/12/2024
FHFC Applications Due:	7/18/2024

To ensure a competitive FHFC application, the Developer must agree to select the city supported development as one of their “Priority One” applications and must construct a minimum of 50 units. Applications without this documentation will not be considered.

The City may prioritize proposals from applicants who locate their development outside of the coastal High Hazard Area. The City reserves the right to provide funding to one applicant or no applicants.

In addition, a draft Tenant Protection Policy is currently under review by City Council. Please see the attached and provide an acknowledgment that these items will be followed if funding from the City is awarded under this RFP.

No applicant, applicant agent, or representative may contact members of the St Petersburg City Council from June 4, 2024, until July 11, 2024, concerning their application, or any other applicant's application, the merits of their firm, or any other aspect of the selection unless as part of an advertised public meeting. Violation of this prohibition may result in the disqualification of the Applicant.

GENERAL INSTRUCTIONS

The following instructions must be followed by Applicants in preparing, assembling, and submitting the electronic Application:

1. Send an email to Lynn.Farr@stpete.org if you have trouble registering for or submitting to the Neighborly portal.
2. Complete the application in Neighborly and provide all requested documentation prior to the deadline.

Contact Stephanie Lampe (727) 892-5563 or at stephanie.lampe@stpete.org if you have any additional questions.

Exhibit "T" – Tenant Protections

1. Definitions

For the purpose of this Exhibit only, the following words shall have the following meanings:

Developer means the entity contracting with the City, including but not limited to anyone providing applicable services on behalf of such entity, such as a subsidiary or manager. A Developer may also be a Landlord (as defined herein).

Discriminatory Classification means a classification based in part or in whole on race, color, religion, sex, national origin, age, marital status, familial status, disability, sexual orientation, pregnancy, gender identity or expression, source of income, or veteran or service member status.

Landlord means a person or entity who owns a Rental Unit (as defined herein), enters into a Rental Agreement (as defined herein) with a Renter (as defined herein), or is a "landlord," as defined in F.S. § 83.43, as amended from time to time. A Landlord may also be a Developer.

Late Fee means a charge of any kind, levied against a Renter (as defined herein), associated with the time or date on which a Renter (as defined herein), pays their Rent (as defined herein), pursuant to a Rental Agreement (as defined herein).

Notice of Rights shall mean a printed, paper copy of the rights and services available to Renters (as defined herein) in the City, in the form as attached as Exhibit "T-1".

Rent means consideration given in exchange for any non-permanent possession of a Rental Unit (as defined herein), or is "rent," as defined in F.S. § 83.43, as amended from time to time.

Renters means those who occupy or that seeks to occupy a residential property, which they do not own, in exchange for consideration and by virtue of a Rental Agreement (as defined herein) with the owner of such residential property, or are a "tenant" as defined in F.S. § 83.43, as amended from time to time.

Rental Unit means a residential housing unit that is occupied by a Renter, or is a "dwelling unit," as defined in F.S. § 83.43, as amended from time to time.

Rental Agreement means an agreement, either written or oral, by which a renter is entitled to possess a Rental Unit in exchange for consideration, or is a "rental agreement," as defined in F.S. § 83.43, as amended from time to time.

Source of Income means the manner in which a renter acquires money to pay their Rent, including the method in which it is paid to the Landlord. Source of Income shall include income that originates from a government or government-mandated program, including, but not limited to; housing choice vouchers, veterans benefits, social security, and other such government-assistance programs.

2. Discrimination

2.1 Developer shall not: (i) refuse to rent after the making of a bona fide offer, to refuse to negotiate for the rental of, or otherwise to make unavailable or deny, a Rental Unit to any person because of a Discriminatory Classification, (ii) discriminate against any person in the terms, conditions, or

privileges of the rental of a Rental Unit, or in the provision of services or facilities in connection therewith, because of a Discriminatory Classification, (iii) represent to any person because of a Discriminatory Classification that any dwelling is not available for inspection or rental when such Rental Unit is in fact so available, (iv) make, print, or publish, or cause to be made, printed, or published, any notice, statement, or advertisement with respect to the rental of a Rental Unit that indicates any preference, limitation, or discrimination based on a Discriminatory Classification, or an intention to make any such preference, limitation, or discrimination, (v) induce or attempt to induce, for profit, any person to rent any Rental Unit by a representation regarding the entry or prospective entry into the neighborhood of a person or persons distinguished by a Discriminatory Classification, (vi) use a financial or income standard in assessing a renter's eligibility for a Rental Unit based on a total dollar amount that is greater than the portion of the Rent to be paid directly by the Renter in instances where a lawful Source of Income will be used to pay for the remainder of the Rent for the Rental Unit. This sub-paragraph shall not be construed as requiring a Landlord to reduce the amount of Rent normally charged for a Rental Unit or waive any security deposit, fee or similar charge required from all Renters renting Rental Units from that Landlord, (vii) refuse to accept move-in costs originating from a government or government-mandated program, including, but not limited to, housing choice vouchers, veterans' benefits, social security, and other such government-assistance programs. For purposes of this subsection, "move-in costs" shall mean non-recurring payments made upon commencement of a Rental Agreement.

2.2 It shall not be a violation of subsection (vi) for a Landlord to deny a Rental Unit to a Renter who intends to pay with a lawful Source of Income based solely on the amount of Rent the Renter is able to pay, the Renter's rental history, or other such qualifications that apply to all Renters regardless of how they intend to pay Rent, nor shall this section be interpreted to require a Landlord to alter a Rental Unit to meet any requirement specific to a government program if such alteration is not otherwise required by laws applicable to the rental of such unit. It shall further not be a violation of this section if a Landlord can provide substantial, competent evidence, in writing, demonstrating that an inspection required by a government program was requested by the Landlord or Renter, in writing, and was not performed within ten (10) business days from such request by no fault of the Landlord.

3. Notice of Late Fees

3.1 Developer shall not assess any Late Fee against a renter without first providing written notice to the Renter(s) as set forth in this section (such written notice is hereinafter defined as, "Notice of Late Fees"). Only one Notice of Late Fees shall be required if the same Late Fee continues to accrue after delivery of such notice.

3.2 A Notice of Late Fees shall include a statement informing the renter that: (i) a Late Fee has been incurred, (ii) the justification for the Late Fee, (iii) the amount of the Late Fee which is due at the time of the notice, and if Late Fees will continue to accrue, a statement explaining the rate at which such fees will continue to accrue; and (iv) a reference to the language in the applicable Rental Agreement which establishes the amount in which Late Fees are determined.

3.3 A Notice of Late Fees may be delivered via: (i) an email to an email address provided by a renter on a Rental Agreement or subsequent written agreement for receiving notices, (ii) on paper, and delivered via certified mail to an address provided by a renter on a Rental Agreement; (iii) on

paper, and posted securely on the front door of the Rental Unit subject to the Late Fee; or (iv) on paper, and hand delivered to the Renter.

4. Required Disclosures in Housing

4.1 Developer shall not allow a Renter to occupy a Rental Unit under said person's control or authority, without first providing the renter with a copy of the Notice of Rights.

4.2 Developer may not increase rent in an amount more than five percent higher than the amount of rent charged to the same renter for the previous term without first providing Renter with a written notice of rent increase sixty (60) days prior to the effective date of such new rental rate (such written notice is hereinafter defined as, "Notice of Rent Increase).

4.2.1 A Notice of Rent Increase is not required to be separate from any notice required to be provided for in a Rental Agreement for the same purpose but shall be an independent requirement for each time an increase in rent is to be charged.

4.2.2 A Notice of Rent Increase shall be in writing and for purposes of this section may be delivered: (i) in an email to an email address provided by a renter on a Rental Agreement or subsequent written agreement for receiving notices; or (ii) on paper, and delivered via certified mail to an address provided by a renter on a Rental Agreement; or (iii) on paper and posted securely on the front door of the Rental Unit that is subject to the increase in rent.

4.3 A Landlord may comply with this section by producing (i) an affidavit, signed by the Renter, stating that the Renter has received the notice(s) required by this section; (ii) copy of an email, with the required information set forth above, sent in an email to an email address provided by a renter on a Rental Agreement or subsequent written agreement for receiving notices; or (iii) copy of a written and dated letter, with the required information set forth above, and either: (a) a dated certification from the USPS of delivery of the letter to an address for the Renter that is provided for as a contact method in that renter's written Rental Agreement, or (b) a time-stamped photograph of the letter clearly posted on the front door of the Rental Unit subject to the increase in Rent. For purposes of this section, if a Renter has consented to receiving and signing documents via electronic means, then the Notice of Rent Increase may be provided to the renter in electronic form instead of as a printed, paper copy.

5. No month-to-month residential tenancies.

Developer shall not be permitted to lease a Rental Unit on a month-to-month basis except if specifically authorized by the City pursuant to a written agreement. *(or except when an existing lease converts to a month-to-month for a maximum of 6 months as agreed upon by both parties)*.*

*italicized language was proposed by the HLUT to be added when presented to City Council for approval.